

Calwa Recreation and Park District
Agenda Item Transmittal



Meeting Date: May 17, 2022

Agenda Item Number: D-1

Wording for Agenda: COVID-19 Update – Discussion and Direction by Board on current procedures to Park Operations (Informational)

Submitting: District Administrator

Contact Name and Phone Number: Adam Ramos
559-264-6867

For action by:

District Board

Regular Session:

Consent Calendar

Regular Item

Public Hearing

Review:

District Administrator
(Initials Required)

AR

Department Recommendation: Continue to monitor city and state guidelines regarding COVID-19 and any variants. Continue with events, public outreach, and normal park operations while upholding current COVID-19 policies and any new mask mandates enacted by the State of California, or County of Fresno, City of Fresno, and CDC in the upcoming future.

Summary/Background: District is committed to the safety of all staff and park goers during this pandemic. Vaccines and testing are always suggested to all staff or park goers, and staff are committed to providing information to public on when and how to acquire vaccinations and testing services. During the years since the outbreak, variations of COVID-19 have occurred. District will remain vigilant to the guidelines of the City of Fresno, County of Fresno, State of California, and the CDC for guidance. Mask mandates have been lifted for vaccinated individuals while indoors, are staff are required to continue to wear masks while indoors with public and optional for staff when working in enclosed spaces if vaccinated.

Prior Board Actions: Maintain all park operations with current District protocols in place regarding programs and public events.

Attachments: Current County of Fresno Metrics

Recommended motion to be made by Board Maintain current operations.

Copies of this report have been provided to: Board Members and District Counsel

Fresno County Metrics

These metrics are an indicator of the current rate of COVID-19 transmission in the county.

Week	Positivity Rate	New COVID-19 positive case per day per 100K population	Health Equity Metric (HPI Test Positivity)	Trend
5/9	2.8	5.3	2.1	↑
5/2	2.4	3.7	1.9	↑
4/25	1.7	2.5	1.5	-
4/18	1.5	2.3	1.6	↓
4/11	1.9	2.8	1.9	↓
4/4	2.6	4.0	2.6	↓
3/28	2.6	4.5	2.7	↓
3/21	4.5	8.6	4.6	↓
3/14	6.0	12.6	6.8	↓
3/7	10.2	23.7	12.1	↓
2/28	12.3	35	14.4	↓
2/22	17.1	52.8	21.5	↓
2/14	26.5	119.6	32.5	↓
2/7	30.2	160.9	35.5	↓
1/31	34.1	232.6	39.4	↑
1/24	30.9	203.9	34.6	↑
1/18	28.2	172.8	28.2	↑
1/10	14.0	39.5	13.0	↑
1/3/22	5.9	16.5	5.5	↑
12/27	4.9	13.0	5.4	↓
12/20	4.9	13.5	6.0	↓
12/13	5.4	13.3	6.5	↓
12/6	6.0	12.4	7.5	↓
11/29	6.8	19.9	8.4	↓
11/22	7.5	24.6	9.2	↓
11/15	8.2	27.1	10.7	↓
11/8	9.5	33.7	10.4	↑

**California Blueprint Data Archive*

County Risk Level	Positive Test Percentage	Daily New Cases Per 100K
Widespread	More than 8%	More than 10
Substantial	5 - 8%	6 - 10
Moderate	2 - 4.9%	2 - 5.9
Minimal	Less than 2%	Less than 2

**Calwa Recreation and Park District
Agenda Item Transmittal**



Meeting Date: May 17, 2022

Agenda Item Number: D-2

Wording for Agenda: Update on Swimming Pool Project
(Informational)

Submitting: District Administrator

Contact Name and Phone Number: Adam Ramos
559-264-6867

For action by:

District Board

Regular Session:

Consent Calendar

Regular Item

Public Hearing

Review:

**District Administrator
(Initials Required)**

AR

Department Recommendation: Continue with construction and finalize project.

Summary/Background: On April 5th 2022, Districts request for ARPA funding was approved for the amount of \$275,000.00 through the County of Fresno. After contact with Fresno County reps, the funds will be dispersed no later than the end of May. Project Manager (PM) stated that work will begin once permitting is acquired from the City of Fresno. PM stated that the City of Fresno is behind on approving requests for permitting throughout the City of Fresno. Pentair Supplies and Services has agreed to provide pool operating equipment at the "at cost" price for this project. This equipment will be the latest technology and will decrease the operating costs to the District and decrease chemical use. Communication was held between District Counsel, DA, and County of Fresno Reps recently. District must use the funds for line items provided in ARPA agreement and bidding process must take place. DA communicated with GC about including restrooms and shading structures for bid package was given the approval to include. Meeting will take place with GC, Legal Counsel, County of Reps, and DA.

Prior Board Actions: Continue with construction once permitting approved.

Attachments:

Recommended motion to be made by Board: Schedule work once permitting approved.

Copies of this report have been provided to: Board Members and District Counsel

**Calwa Recreation and Park District
Agenda Item Transmittal**



Meeting Date: May 17, 2022

Agenda Item Number: D-3

Wording for Agenda: Update on Prop 68: Approval to Demolish Restroom Building (**Action**)

Submitting: District Administrator

Contact Name and Phone Number: Adam J. Ramos
559-264-6867

For action by: <input checked="" type="checkbox"/> District Board
Regular Session: <input type="checkbox"/> Consent Calendar <input checked="" type="checkbox"/> Regular Item <input type="checkbox"/> Public Hearing
Review: District Administrator (Initials Required) _____

Department Recommendation: Remove Restrooms.

Summary/Background: Prop 68 is a Parks upgrade project awarded to the District in 2019. Prop 68 is nearing the completion with design and blueprint. The design team of WRT is seeking Board approval to demolish the Restroom near the graffiti wall in the east portion of the park. See correspondence for full details and communication. Those restrooms have been out of service for the last 3 years due to clogging and filtration issues.

Prior Board Actions: NA

Attachments: Correspondence with Andrew D. Associate Landscape Architect and Sitemap.

Recommended motion to be made by Board: Remove Restrooms.

Copies of this report have been provided to: Board Members and District Counsel



MEMORANDUM

To: Adam Ramos
District Administrator
Calwa Recreation and Park District

Date: April 29, 2022

From: Andrew [REDACTED]

Ref. No.: [REDACTED]

Project: Calwa Park Renovation

Pages:

Re: Existing Restroom Removal

CC:

This Memorandum details our preference to demolish the existing restroom building and associated utilities on the east side of the Calwa Park Renovation site (see Exhibit A). It is our understanding that the restroom is no longer functional and that there are no current plans or funds to renovate it for future use. The design team recommends demolishing the restroom instead of leaving the abandoned structure in place. This project would absorb the cost of the demolition and necessary utility reconfiguration.

Demolition

WRT understands that removing the existing restroom has additional implications for removing associated wires, foundations, pipes, and conduits. The existing fencing and gates adjacent to the restroom will also be removed as indicated in the 100% Design Development drawings. The team will be coordinating a detailed demolition plan with the civil engineering team at Provost & Pritchard and the irrigation team at Boro to ensure continuing functionality of the other remaining restrooms and any other amenities that may be affected by the demolition. The cost of the demolition efforts will also be reflected in ensuing cost estimates as we work through construction documentation.

Intended Design

After additional design studies and analysis, WRT determined that removal of the existing restroom would significantly improve the user experience in Calwa Park. Removal of the restroom will create space for additional planting, seating, and pathways in the demonstration garden, and will eliminate a potentially hazardous and visually intrusive and non-functional structure. The team would like to enhance sightlines to the graffiti wall and maximize sensory and textural plantings in the space where the restroom currently stands.

Future Restroom Siting

WRT acknowledges that an additional restroom may be needed sometime in the future as part of the Calwa Park Master Plan and will identify a potential location for a new structure.



MEMORANDUM

Exhibit A:



[REDACTED]
To: Adam [REDACTED]

Subject: RE: Calwa Park - East Restroom [WRTD.JXhG]

Hi Adam,

Thanks for getting back to me.

We would like to know the decision before our next permitting submittal to the city, which will be in June. So it would be great if you can run it by the board at your next meeting. The renovation project's grant application did not include anything about upgrades to the existing restroom. Other options would be if you were to find additional funding to retrofit/renovate the building, but from our and Provost & Pritchard's impression, money might be better spent on a new facility instead of trying to repair this one.

Hope this helps clarify. We would request an official response from you or the board on or before June 3rd, so we have time to update the drawing package.

Thanks,
Andy

[REDACTED]

[REDACTED]

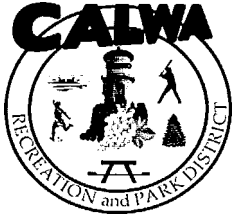
Good evening Andrew,

When would you need final word? I want to present to our Board and see what direction/action they decide to give on May 17th. Can you tell me if we had plans included in the renovation project to apply upgrades to that existing restroom? If it was included to upgrade said restroom lets keep that amenity with upgrades from project, if not then what would be some other options aside from demo? Asking so we can have the information in place when seeking final approval/direction from Board.

Thank You,

Adam [REDACTED]
District Administrator

**Calwa Recreation and Park District
Agenda Item Transmittal**



Meeting Date: May 17, 2022

Agenda Item Number: E-1

Wording for Agenda: Consideration and approval of new resolution relating to banking: **RESOLUTION 2022-5AB:** A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CALWA RECREATION AND PARK DISTRICT REGARDING PROCEDURES FOR CHECKS, WARRANTS, OR OTHER ORDERS FOR THE PAYMENT OF MONEY; AUTHORIZING PERSONS IN SPECIFIED POSITIONS TO ACT AS DISTRICT SIGNATORIES; AUTHORIZING SPECIFIED POSITIONS TO PICK UP VALIDATED CHECKS AND BLANK CHECKS STOCK; AND DIRECTING STAFF TO UPDATE ALL NECESSARY COUNTY AND BANK DOCUMENTS. (Action)

For action by: <input checked="" type="checkbox"/> District Board
Regular Session: <input type="checkbox"/> Consent Calendar <input checked="" type="checkbox"/> Regular Item <input type="checkbox"/> Public Hearing
Review: District Administrator (Initials Required) _____

Submitting: District Administrator

Contact Name and Phone Number: Adam J. Ramos
559-264-6867

Department Recommendation: Approve to reflect Bank of the West check policies for REV and PR accounts. Approval would prevent Bank of the West from closing District accounts. Creation of the two signature Resolution will still be implemented for Districts internal policies.

Summary/Background: Bank of West reviewed District accounts and stated that they cannot honor the resolution we have on file for our REV and PR accounts regarding the two-signature requirement District has adopted. Their policies state that one signature requirements are all they can honor and since our recent Resolution states the need for a two-signature authentication of outgoing checks we must adopt a Bank of the West Resolution to reflect their policies or have our accounts closed. This does not mean outgoing checks will only require one signature, DA and staff will follow the update internal check policy, this just means in order for District to maintain accounts through Bank of the West we must update a resolution to reflect the policies they can enforce.

Prior Board Actions: NA

Attachments: Resolution 2022-5AB.

**Calwa Recreation and Park District
Agenda Item Transmittal**

Recommended motion to be made by Board: Approval Resolution 2022-5AB and create a new Resolution for internal operations for District finances and presented to Board in June 2022 Regular Board Meeting.

Copies of this report have been provided to: Board Members and District Counsel

RESOLUTION NO. 2022-5AB

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CALWA RECREATION AND PARK DISTRICT REGARDING PROCEDURES FOR CHECKS, WARRANTS, OR OTHER ORDERS FOR THE PAYMENT OF MONEY; AUTHORIZING PERSONS IN SPECIFIED POSITIONS TO ACT AS DISTRICT SIGNATORIES; AUTHORIZING SPECIFIED POSITIONS TO PICK UP VALIDATED CHECKS AND BLANK CHECKS STOCK; AND DIRECTING STAFF TO UPDATE ALL NECESSARY COUNTY AND BANK DOCUMENTS.

WHEREAS, the County Auditor-Controller/Treasure-Tax Collector and Banks that District does business with require documentation of authorized signatories and signatures; and

WHEREAS, the District needs to update its procedures by resolution due to new requirements of bank; and

WHEREAS, the Board determines that it is necessary for the efficient administration of the fiscal affairs of the District that this resolution be passed and adopted.

NOW, THEREFORE, the Board of Directors hereby resolves as follows:

Section 1. The foregoing recitals are incorporated herein by reference.

Section 2. Each District check shall bear one signature and each bank doing business with the District is hereby authorized to honor checks, warrants, or other orders for the payment of money drawn in the name of the District on all its accounts when bearing the signature of one of the following directors or the signature of the District Administrator:

- (a) Board Member: Mary Rosales
- (b) Board Member: Raul Guerra
- (c) Board Member: Laura Garcia
- (d) Board Member: Joseph Perez
- (e) Board Member: Esmeralda Zamora
- (f) District Administrator Adam Ramos

Section 3. Staff is directed to cause the completion and submission of necessary documents regarding this resolution as required by the County Auditor Controller/Treasurer-Tax Collector and Banks doing business with the District.

Section 4. The following persons are authorized to pick up validated checks and blank checks stock from the County Auditor Controller/Treasurer-Tax Collector: District Administrator Adam Ramos and Office Assistant Erica Linares.

Section 5. This resolution shall become effective immediately upon its passage and adoption. All previous resolutions and approvals authorizing the honoring of signatures of District officials other than those set forth in this resolution are hereby rescinded.

CERTIFICATION

Adoption of the foregoing Resolution No. 2022-5AB was moved by Director ___ and seconded by Director _____ and adopted on roll call at a Regular Meeting held on May 17, 2022 by the following vote:

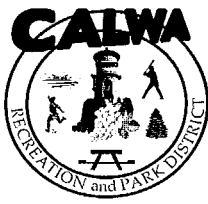
AYES:

NOES:

ABSTENTIONS:

ABSENCES:

Secretary of the Board of Directors



CALWA RECREATION & PARK DISTRICT MEETING AGENDA

www.calwarecreation.org

REGULAR BOARD MEETING MINUTES NOTICE AND AGENDA

April 19, 2022

TIME – 5:30 P.M.

Start Time: 5:48pm End Time: 7:45pm

BOARD CHAIRPERSON

Esmeralda Zamora, Chair

DISTRICT ADMINISTRATOR

Adam Ramos

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 Calwa Recreation and Park District Board of Directors welcomes you to its meetings and encourages you to participate. This agenda contains a brief general description of each item that will be considered by the Board. All participants who call in 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. Members of the public may attend in person or by Zoom as follows:

Join Zoom Meeting

<https://us02web.zoom.us/j/83867355912>

Meeting ID: 838 6735 5912

One tap mobile

+14086380968,,83867355912# US (San Jose)

+16699006833,,83867355912# US (San Jose)

Dial by your location

+1 408 638 0968 US (San Jose)

+1 669 900 6833 US (San Jose)

Meeting ID: 838 6735 5912

Find your local number: <https://us02web.zoom.us/u/kEbk7STJb>

CALL TO ORDER AND ROLL CALL

Roll Call was taken: Board member Mary Rosales: Present, Board member Joseph Perez Present, Board Member Laura Garcia Absent but Present, Vice Chair Raul Guerra Present, and Chair Esmeralda Zamora Present. Board Secretary and District Administrator Adam Ramos Present as well as District Counsel Hilda Montoy.

A. INVOCATION AND FLAG SALUTE

Lead by Board Member Mary Rosales.

B. APPROVAL OF AGENDA

1st Motion: Mary R. 2nd Motion: Esmeralda Z. Roll Call Vote: EZ-Yes, RG-Yes, MR-Yes, JP-Yes, LG-Abstain.

C. PUBLIC COMMENTS

Members of the public wishing to address the District may do so when the item is called. In order to allow time for all comments, each individual is limited to three minutes, with a fifteen (15) minute maximum per group, per item, per meeting. 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. All speakers are requested to wait until recognized by the Board Chair.

No members of the public were present via online or in person for public comments.

D. OLD BUSINESS

1. COVID-19 Update – Discussion and Direction by Board on current procedures to Park Operations **(Informational)**
Presented By DA Pages 1-3

DA presented information on current metric from the Fresno County website. Board asked about masks for staff while indoors, DA instructed that if Staff is vaccinated, they are optional requirements and if Staff is not vaccinated then they are required. We will still have our normal procedures in place regarding vaccinated and unvaccinated staff and community members regarding the hall use. No masks are required at the time.

2. Update on Swimming Pool Project **(Informational)**
Presented By: DA Pages 4-7

DA presented information to Board about current update on pool project and funding. DA informed Board on previous communication between the General Contractor Lou Brosii, who has completed all of the construction on this project, stating that DA requested bids for the remaining work to be completed on the pool project. Legal stated that due to the ARPA funding agreement with the County of Fresno, we are required to seek bids from other companies regarding the remaining work to be completed on the pool project. DA asked Legal if we are responsible for seeking those bids or is that the responsibility of Ari, Lou, or our District. Legal responded that the District (Calwa Recreation and Park District) is responsible for seeking those bids. Legal stated that all bids need to have a deadline and be received on a certain date. DA stated that after speaking with Mr. Brosii the City of Fresno construction permit is taking longer than expected and suggested that we investigate this issue. DA also presented information to the Board about the County of Fresno ready to issue funds once the bids or invoices have been processed. Once processed they can release up to \$175,000 in ARPA funding per their agreement. Legal and DA stated they would have an in person meeting to discuss the responsibilities of the District, the bidding process, and moving the project forward. Board also directed DA to communicate with representatives from the County of Fresno on the fund release process. Board suggested for Legal Counsel to look into forming non-profit for District.

E. NEW BUSINESS

1. Approval of Mini Pitch System Proposed by Urban Soccer Park (**Action**)
Presented By: DA and Austin Allision Project Manager Urban Soccer Park
Pages: 8-17

DA and representative from Urban Soccer Park Austin Allision presented board with a small packet of information that included the final bid proposal from Urban Soccer Park, photos of current and previous projects, and funding options. DA stressed the importance of additional funding sources for the District and that relying on the two sources the District currently possesses will not suffice in the near future with major projects coming to completion. The funds from the COVID relief were being proposed as the fund source to complete this soccer project. Austin came forward with new information and answered Board questions. Board member JP asked several questions regarding the structure and warranty as well as current projects in California. After review of the funding options Board decided to TABLE the item. DA presented options for funding which include loan request, donation requests from local companies, or a mixture of loan and upfront cash from reserves.

2. Approval of Board Meeting Minutes (**Action**)
Minutes-Regular Meeting March 15, 2022
Presented By DA: Pages 18-22

1st Motion: MR 2nd Motion: EZ. Roll call vote all in favor 4, no 0, abstain 1.

3. Bank Account Information (all accounts) (**Informational**)

Presented By DA: Pages 23-33

DA reviewed all financials with Board. No questions were asked, or direction given by board after review.

4. Consider adoption of Resolution Reauthorizing Remote Teleconference Meetings by the Board of Directors Per AB 361 (**Action**)
Presented By: DA Pages: 34-38

1st Motion: RG 2nd Motion: MR. All in favor vote: 4 yes, 0 no, 1 abstain.

5. Approval of Purchase and Installation of Additional Lighting Fixtures for Soccer Field 1 (**Action**)
Presented By: DA Pages: 39-41

New lighting requests were presented to DA by Board in the past to repair and adjust the newest light field fixtures. The need for additional lights were presented by DA as well as a bid. After review, item was approved if lighting contractor can come and troubleshoot the current issues with the lighting as well as install while provided repairs. RG suggested that if needed, we can create a Special Meeting to get the funding approved for the fixtures. 1st Motion: MR, 2nd Motion: JP, all in favor vote casted, 4 yes, 0 no, 1 abstain.

G. CLOSED SESSION

NA

H. REPORT OF FINAL ACTIONS TAKEN IN CLOSED SESSION

NA

I. ADJOURNMENT

Time Adjourned: 7:45pm

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. However, due to current COVID-19 emergency, the office is partially open. 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.

NEXT REGULAR MEETING:

May 17th, 2022

Certification of Posting

State of California

County of Fresno

Calwa Recreation and Park District

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 4/15/2022.

Adam J. Ramos

Calwa Recreation and Park District
Agenda Item Transmittal



Meeting Date: May 17, 2022

Agenda Item Number: E-3

Wording for Agenda: Bank Account Information (all accounts)
(Informational)

Submitting: District Administrator

Contact Name and Phone Number: Adam J. Ramos
559-264-6867

For action by: <input checked="" type="checkbox"/> District Board
Regular Session: <input type="checkbox"/> Consent Calendar <input checked="" type="checkbox"/> Regular Item <input type="checkbox"/> Public Hearing
Review: District Administrator (Initials Required) _____

Department Recommendation: NA.

Summary/Background: District review of all accounts including REV, PR, and County Ledger for April 2022 numbers.

Prior Board Actions: NA

Attachments: Monthly General Ledger Transaction Register for fund [REDACTED] Reconciliation Reports for accounts REV and PR, Detailed Report on Account Activity for REV and PR Accounts.

Recommended motion to be made by Board: NA

Copies of this report have been provided to: Board Members and District Counsel

2:30 PM

05/06/22

Calwa Recreation and Park District
Reconciliation Summary
Fresno County BANK Account, Period Ending 08/31/2020

	<u>Aug 31, 20</u>
Beginning Balance	705,278.62
Cleared Transactions	
Checks and Payments - 1 item	-40,000.00
Deposits and Credits - 1 item	125,136.55
	<u>85,136.55</u>
Total Cleared Transactions	
Cleared Balance	<u><u>790,415.17</u></u>
Register Balance as of 08/31/2020	790,415.17
Ending Balance	790,415.17

Calwa Recreation and Park District
Reconciliation Detail
Fresno County BANK Account, Period Ending 08/31/2020

Type	Date	Num	Name	Clr	Amount	Balance
Beginning Balance						705,278.62
Cleared Transactions						
Checks and Payments - 1 item						
Check	03/30/2022	██████████	CALWA RECREATI...	X	-40,000.00	-40,000.00
Total Checks and Payments					-40,000.00	-40,000.00
Deposits and Credits - 1 item						
General Journal	04/30/2022	██████████		X	125,136.55	125,136.55
Total Deposits and Credits					125,136.55	125,136.55
Total Cleared Transactions					85,136.55	85,136.55
Cleared Balance					85,136.55	790,415.17
Register Balance as of 08/31/2020					85,136.55	790,415.17
Ending Balance					85,136.55	790,415.17

Fund: 4660 Calwa Park And Recreation Dist SUBCLASS: 10000 ACCOUNT: [REDACTED]

Journal Date	Jrnl Src	Jrnl ID	Header Description	Line Ref	Debit Amount	Credit Amount
General Subclass						
Beginning Balance						
04/04/2022	AUD		CURRENT UNSECURED SUPPL	705,278.62		
04/07/2022	REC		Fund Entry - Main		52.16	
04/13/2022	AUD		- CURRENT SECURED SUPPL	22 CSS 8	562.02	40,000.00
04/20/2022	ALO		QTR-1stINT DISTB		180.66	
04/20/2022	AUD		- TEETER 2ND 21-22 MAIN	TEETER2 21	123,507.28	
04/22/2022	AUD		- CURRENT SECURED SUPPL	22 CSS 9	647.16	
04/22/2022	AUD		- CURRENT UNSECURED INT	CUI FY22 1	187.27	
Cash In Treasury				Account Total	125,136.55	40,000.00
Ending Balance				790,415.17		
Account: [REDACTED]						
Beginning Balance						
04/07/2022	REC		Op Fund Entry - Main	3,412,103.17		
Fund Balance - Unas				Account Total	40,000.00	0.00
Ending Balance				3,452,103.17		
Account: [REDACTED]						
Beginning Balance						
04/04/2022	AUD		22 CURRENT UNSECURED SUPPL	CUS 21-22	0.00	52.16
Suppl.-Current Unsec				Account Total	0.00	52.16
Ending Balance				-52.16		
Account: [REDACTED]						
Beginning Balance						
04/20/2022	AUD		22 - TEETER 2ND 21-22 MAIN	TEETER2 21	-147,240.38	123,507.28
Property Taxes-Curr				Account Total	0.00	123,507.28
Ending Balance				-270,747.66		
Account: [REDACTED]						
Beginning Balance						
04/13/2022	AUD		22 - CURRENT SECURED SUPPL	22 CSS 8	-4,685.92	562.02
04/22/2022	AUD		22 - CURRENT SECURED SUPPL	22 CSS 9	647.16	647.16
Suppl.-Current Secur				Account Total	0.00	1,209.18
Ending Balance				-5,895.10		
Account: [REDACTED]						
Beginning Balance						
04/20/2022	ALO		3rdQTR-1stINT DISTB		-2,632.07	180.66
04/22/2022	AUD		22 - CURRENT UNSECURED INT	CUI FY22 1		187.27
Interest				Account Total	0.00	367.93
Ending Balance				-3,000.00		
Subclass Total					165,136.55	165,136.55
Fund Total					165,136.55	165,136.55

End of Report

1:19 PM

05/06/22

Calwa Recreation and Park District
Reconciliation Summary
Bank of the West Payroll, Period Ending 04/30/2022

	<u>Apr 30, 22</u>
Beginning Balance	16,453.56
Cleared Transactions	
Checks and Payments - 13 items	-16,493.73
Deposits and Credits - 1 item	10,000.00
Total Cleared Transactions	<u>-6,493.73</u>
Cleared Balance	<u>9,959.83</u>
Register Balance as of 04/30/2022	9,959.83
Ending Balance	9,959.83

**Calwa Recreation and Park District
Reconciliation Detail
Bank of the West Payroll, Period Ending 04/30/2022**

Type	Date	Num	Name	Clr	Amount	Balance
Beginning Balance						16,453.56
Cleared Transactions						
Checks and Payments - 13 items						
Check	04/01/2022		U [REDACTED]	X	-663.17	-663.17
Check	04/08/2022		ADP	X	-80.83	-744.00
Check	04/08/2022		F [REDACTED]	X	-50.00	-794.00
Check	04/12/2022		ADP	X	-4,926.97	-5,720.97
Check	04/12/2022		ADP	X	-1,843.67	-7,564.64
Check	04/16/2022		Francise Tax Board	X	-50.00	-7,614.64
Check	04/19/2022		U [REDACTED]	X	-740.66	-8,355.30
Check	04/19/2022		Real Guerra	X	-179.23	-8,534.53
Check	04/20/2022		J [REDACTED]	X	-653.02	-9,187.55
Check	04/22/2022		ADP	X	-85.52	-9,273.07
Check	04/26/2022		ADP	X	-4,867.40	-14,140.47
Check	04/26/2022		ADP	X	-1,680.12	-15,820.59
Check	04/29/2022		UI [REDACTED]	X	-673.14	-16,493.73
Total Checks and Payments					-16,493.73	-16,493.73
Deposits and Credits - 1 item						
Deposit	04/20/2022		[REDACTED]	X	10,000.00	10,000.00
Total Deposits and Credits					10,000.00	10,000.00
Total Cleared Transactions					-6,493.73	-6,493.73
Cleared Balance					-6,493.73	9,959.83
Register Balance as of 04/30/2022					-6,493.73	9,959.83
Ending Balance					-6,493.73	9,959.83

Date	Check No.	Description	Category	Sub Category	Type	Memo	Debit	Credit	Balance
4/29/2022		CHECK	Uncategorized	Uncategorized	CHECK		-673.14		\$9,959.83
4/26/2022		DIRECTDEBIT	Uncategorized	Uncategorized	DIRECTDEBIT		-4867.4		\$10,632.97
4/26/2022		DIRECTDEBIT	Uncategorized	Uncategorized	DIRECTDEBIT		-1680.12		\$15,500.37
4/22/2022		DIRECTDEBIT	Uncategorized	Uncategorized	DIRECTDEBIT		-85.52		\$17,180.49
4/20/2022		CHECK	Uncategorized	Uncategorized	CHECK		-653.02		\$17,266.01
4/20/2022		DEP	Uncategorized	Uncategorized	DEP			10000	\$17,919.03
4/19/2022		CHECK	Uncategorized	Uncategorized	CHECK		-50		\$7,919.03
4/19/2022		CHECK	Uncategorized	Uncategorized	CHECK		-179.23		\$7,969.03
4/19/2022		CHECK	Uncategorized	Uncategorized	CHECK		-740.66		\$8,148.26
4/12/2022		DIRECTDEBIT	Uncategorized	Uncategorized	DIRECTDEBIT		-4926.97		\$8,888.92
4/12/2022		DIRECTDEBIT	Uncategorized	Uncategorized	DIRECTDEBIT		-1843.67		\$13,815.89
4/8/2022		DIRECTDEBIT	Uncategorized	Uncategorized	DIRECTDEBIT		-80.83		\$15,659.56
4/8/2022		CHECK	Uncategorized	Uncategorized	CHECK		-50		\$15,740.39
4/1/2022		CHECK	Uncategorized	Uncategorized	CHECK		-663.17		\$15,790.39

Calwa Recreation and Park District
Reconciliation Summary
Bank of West NEW REV [REDACTED] Period Ending 04/30/2022

	<u>Apr 30, 22</u>
Beginning Balance	26,150.26
Cleared Transactions	
Checks and Payments - 48 items	-21,028.85
Deposits and Credits - 4 items	44,058.06
Total Cleared Transactions	<u>23,029.21</u>
Cleared Balance	<u>49,179.47</u>
Register Balance as of 04/30/2022	49,179.47
Ending Balance	49,179.47

Calwa Recreation and Park District Reconciliation Detail

Bank of West NEW REV [REDACTED] Period Ending 04/30/2022

Type	Date	Num	Name	Clr	Amount	Balance
Beginning Balance						26,150.26
Cleared Transactions						
Checks and Payments - 48 items						
Check	04/01/2022		Unifirst	X	-456.17	-456.17
Check	04/01/2022		Smart and Final	X	-197.80	-653.97
Check	04/01/2022		Quickbooks Intuit	X	-112.68	-766.65
Check	04/01/2022		Smart and Final	X	-91.23	-857.88
Check	04/04/2022		PG and E	X	-1,427.64	-2,285.52
Check	04/04/2022	[REDACTED]	Central Sanitary Sup...	X	-975.30	-3,260.82
Check	04/04/2022		Mid Valley Disposal	X	-258.26	-3,519.08
Check	04/04/2022		Costco	X	-215.56	-3,734.64
Check	04/04/2022		Leasedirect Payment	X	-146.81	-3,881.45
Check	04/04/2022		Streamline	X	-75.00	-3,956.45
Check	04/05/2022		Terminix	X	-60.00	-4,016.45
Check	04/06/2022		Costco	X	-260.41	-4,276.86
Check	04/06/2022		The Home Depot	X	-123.54	-4,400.40
Check	04/06/2022		Target	X	-59.50	-4,459.90
Check	04/06/2022		Power Business Tec...	X	-15.95	-4,475.85
Check	04/07/2022		Amazon	X	-121.76	-4,597.61
Check	04/08/2022	[REDACTED]	Montoy Law Corpora...	X	-705.00	-5,302.61
Check	04/08/2022		Amazon	X	-185.24	-5,487.85
Check	04/11/2022		The Home Depot	X	-97.33	-5,585.18
Check	04/12/2022		Costco	X	-220.47	-5,805.65
Check	04/13/2022		Costco	X	-188.91	-5,994.56
Check	04/13/2022		Amazon	X	-51.98	-6,046.54
Check	04/13/2022		Amazon	X	-43.32	-6,089.86
Check	04/13/2022		Amazon	X	-21.66	-6,111.52
Check	04/14/2022	[REDACTED]	Jeff Pfeiffer	X	-550.00	-6,661.52
Check	04/14/2022		City of Fresno	X	-281.33	-6,942.85
Check	04/14/2022		Smart and Final	X	-116.61	-7,059.46
Check	04/14/2022		Smart and Final	X	-39.95	-7,099.41
Check	04/14/2022		Premier Food Saftey	X	-7.95	-7,107.36
Check	04/14/2022		City of Fresno	X	-6.47	-7,113.83
Check	04/15/2022		The Mowers Edge	X	-155.94	-7,269.77
Check	04/15/2022		Verizon Wireless	X	-123.54	-7,393.31
Check	04/15/2022		Walmart	X	-40.97	-7,434.28
Check	04/18/2022		Lighting Loan-De La...	X	-1,913.96	-9,348.24
Check	04/18/2022		The Home Depot	X	-350.00	-9,698.24
Check	04/18/2022		Smart and Final	X	-65.78	-9,764.02
Check	04/18/2022		7/11 Stores	X	-63.00	-9,827.02
Check	04/18/2022		Amazon	X	-14.03	-9,841.05
Check	04/18/2022		SK Donuts	X	-12.99	-9,854.04
Check	04/19/2022		Fence Factory	X	-200.00	-10,054.04
Check	04/20/2022	[REDACTED]	Payroll Transfer	X	-10,000.00	-20,054.04
Check	04/20/2022		Reptile Ron	X	-300.00	-20,354.04
Check	04/20/2022		Amazon	X	-30.25	-20,384.29
Check	04/21/2022		AT and T	X	-472.87	-20,857.16
Check	04/25/2022		Canva	X	-12.99	-20,870.15
Check	04/27/2022		Unifirst	X	-128.72	-20,998.87
Check	04/27/2022		Adobe	X	-14.99	-21,013.86
Check	04/27/2022		Zoom Video Commu...	X	-14.99	-21,028.85
Total Checks and Payments					-21,028.85	-21,028.85
Deposits and Credits - 4 items						
Deposit	04/07/2022		CALWA RECREATI...	X	910.00	910.00
Deposit	04/11/2022		CALWA RECREATI...	X	41,110.00	42,020.00
Deposit	04/18/2022		CALWA RECREATI...	X	256.06	42,276.06
Deposit	04/19/2022		CALWA RECREATI...	X	1,782.00	44,058.06
Total Deposits and Credits					44,058.06	44,058.06
Total Cleared Transactions					23,029.21	23,029.21
Cleared Balance					23,029.21	49,179.47
Register Balance as of 04/30/2022					23,029.21	49,179.47
Ending Balance					23,029.21	49,179.47

Date	Check No.	Description	Category	Sub Category	Type	Memo	Debit	Credit	Balance
4/21/2022		POS UNIFIRST CORPORATION 978-658-8888 MA ON 220427 #6024	Uncategorized	Uncategorized	POS		-128.72		\$49,179.47
4/21/2022		POS ZOOM.US 888-799-9666 SAN JOSE CA ON 220427 #6024	Bills & Utilities	Telephone	POS		-14.99		\$49,308.19
4/21/2022		POS ADOBE INC 8008336687 CA ON 220427 #6024	Uncategorized	Uncategorized	POS		-14.99		\$49,323.18
4/25/2022		POS CANVA* I03399-1632327 CAMDEN DE ON 220424 #6024	Entertainment	Recreation	POS		-12.99		\$49,338.17
4/21/2022		POS ATT*BILL PAYMENT 800-288-2020 TX ON 220421 #6024	Bills & Utilities	Telephone	POS		-472.87		\$49,351.16
4/20/2022		CHECK	Uncategorized	Uncategorized	CHECK		-300		\$49,824.03
4/20/2022		CHECK	Uncategorized	Uncategorized	CHECK		-10000		\$50,124.03
4/20/2022		POS 3ANWUD AMAZON.COM*105 SEATTLE WA #6024	Bills & Utilities	Internet	POS		-30.25		\$60,124.03
4/19/2022		POS FENCE FACTORY FRESNO 8056444617 CA ON 220419 #6024	Uncategorized	Uncategorized	POS		-200		\$60,154.28
4/19/2022		DEP	Uncategorized	Uncategorized	DEP		1782		\$60,354.28
4/18/2022		DIRECTDEBIT LEASE DIRECT WEB PAY 041822 75613255 CCD	Uncategorized	DIRECTDEBIT	DIRECTDEBIT		-1913.96		\$58,572.28
4/18/2022		POS 007867 2397 5 CHESTNUT A FRESNO CA #6024	Miscellaneous	Cash & ATM	POS		-63		\$60,486.24
4/18/2022		POS THE HOME DEPOT 1086 FRESNO CA ON 220418 #6024	Household	Home Improvement	POS		-350		\$60,549.24
4/18/2022		POS SK DONUT FRESNO CA ON 220417 #6024	Household	Groceries	POS		-12.99		\$60,899.24
4/18/2022		POS BOGGIA AMAZON.COM*1A0 SEATTLE WA #6024	Bills & Utilities	Internet	POS		-14.03		\$60,912.23
4/18/2022		POS 679776 SMART AND FINA FRESNO CA #6024	Household	Groceries	POS		-65.78		\$60,926.26
4/18/2022		POS THE HOME DEPOT 1086 FRESNO CA ON 220418 #6024	Household	Home Improvement	POS		256.06		\$60,992.04
4/15/2022		POS 394980 Wal-Mart Super FRESNO CA #6024	Household	Groceries	POS		-40.97		\$60,735.98
4/15/2022		POS VZWRLSS**VR VB 800-922-0204 FL ON 220415 #6024	Bills & Utilities	Telephone	POS		-123.54		\$60,776.95
4/15/2022		POS THE MOWERS EDGE FRESNO CA ON 220415 #6024	Uncategorized	Uncategorized	POS		-155.94		\$60,900.49
4/14/2022		CHECK	Uncategorized	Uncategorized	CHECK		-550		\$61,056.43
4/14/2022		DEBIT PREVIOUS PERIOD ACTIVITY RESULTED IN MONTHLY SERVICE CHARGE	Uncategorized	Uncategorized	DEBIT		-25		\$61,606.43
4/14/2022		POS 934696 SMART AND FINA FRESNO CA #6024	Household	Groceries	POS		-39.95		\$61,631.43
4/14/2022		POS 752914 SMART AND FINA FRESNO CA #6024	Household	Groceries	POS		-116.61		\$61,671.38
4/14/2022		POS PREMIER FOOD SAFETY 7144510075 CA ON 220414 #6024	Bills & Utilities	Education	POS		-7.95		\$61,787.99
4/14/2022		POS CITY OF FRESNO UB8C IV FRESNO CA ON 220414 #6024	Uncategorized	Uncategorized	POS		-281.33		\$61,795.94
4/14/2022		POS CITY OF FRESNO UB8C SV JEFFERSONVILL IN ON 220414 #6024	Uncategorized	Uncategorized	POS		-6.47		\$62,077.27
4/14/2022		CREDIT VALUED CUSTOMER MONTHLY SERVICE CHARGE REBATE	Uncategorized	Uncategorized	CREDIT		25		\$62,083.74
4/13/2022		POS 679WU5 AMAZON.COM*1A9 SEATTLE WA #6024	Bills & Utilities	Internet	POS		-21.66		\$62,058.74
4/13/2022		POS 8QB3AX AMAZON.COM*102 SEATTLE WA #6024	Bills & Utilities	Internet	POS		-51.98		\$62,080.40
4/13/2022		POS 319408 COSTCO WHSE #00 FRESNO CA #6024	Household	Groceries	POS		-188.91		\$62,132.38
4/13/2022		POS RINQPS AMAZON.COM*1A5 SEATTLE WA #6024	Bills & Utilities	Internet	POS		-43.32		\$62,321.29
4/12/2022		POS 319185 COSTCO WHSE #00 FRESNO CA #6024	Household	Groceries	POS		-220.47		\$62,364.61
4/11/2022		DIRECTDEBIT HOME DEPOT PAYMENT 041122 200716011452547 PPD S	Uncategorized	Uncategorized	DIRECTDEBIT		-97.33		\$62,585.08
4/11/2022		DEP	Uncategorized	Uncategorized	DEP		4111.0		\$62,682.41
4/8/2022		CHECK	Uncategorized	Uncategorized	CHECK		-705		\$21,572.41
4/8/2022		POS GOYXC7 AMAZON.COM*1A8 SEATTLE WA #6024	Bills & Utilities	Internet	POS		-185.24		\$22,277.41
4/7/2022		POS YD9U9U AMAZON.COM*1H1 SEATTLE WA #6024	Bills & Utilities	Internet	POS		-121.76		\$22,462.65
4/7/2022		DEP	Uncategorized	Uncategorized	DEP		910		\$22,584.41
4/6/2022		DIRECTDEBIT HOME DEPOT PAYMENT 040622 20071412192207 PPD S	Uncategorized	Uncategorized	DIRECTDEBIT		-123.54		\$21,674.41
4/6/2022		POS 017308 TARGET T-900 She Clovis CA #6024	Household	Groceries	POS		-59.5		\$21,797.95
4/6/2022		POS 608133 COSTCO WHSE #13 CLOVIS CA #6024	Household	Groceries	POS		-260.41		\$21,857.45
4/6/2022		POS POWER BUSINESS TECHNOL AR@POWERCOPIE CA ON 220406 #6024	Business & Office	Office Supplies	POS		-15.95		\$22,117.86
4/5/2022		DIRECTDEBIT TERMINIX CHECKS 040422 220404000002 PPD S	Uncategorized	Uncategorized	DIRECTDEBIT		-60		\$22,133.81
4/4/2022		DIRECTDEBIT MIDVALLEY DISP REFUSE SVC 040422 15675500 CCD	Uncategorized	Uncategorized	DIRECTDEBIT		-258.26		\$22,193.81
4/4/2022		DIRECTDEBIT LEASE DIRECT WEB PAY 040422 75713217 CCD	Uncategorized	Uncategorized	DIRECTDEBIT		-146.81		\$22,452.07
4/4/2022		DIRECTDEBIT GETSTREAMLINE.CO GETSTREAML 040422 ST-D5A8R9T3W4H9 CCD	Uncategorized	Uncategorized	DIRECTDEBIT		-75		\$22,598.88
4/4/2022		CHECK	Uncategorized	Uncategorized	CHECK		-975.3		\$22,673.88
4/4/2022		POS 312083 COSTCO WHSE #00 FRESNO CA #6024	Household	Groceries	POS		-215.56		\$23,649.18
4/4/2022		POS 620145 PG E EZ PAY SAN FRANCISCOCA #6024	Uncategorized	Uncategorized	POS		-1427.64		\$23,864.74
4/1/2022		POS 002347 INTUIT PAYME*IN * FRESNO CA #6024	Miscellaneous	Postage & Shipping	POS		-112.68		\$25,292.38
4/1/2022		POS 197871 SMART AND FINA FRESNO CA #6024	Household	Groceries	POS		-197.8		\$25,405.06
4/1/2022		POS 186152 SMART AND FINA FRESNO CA #6024	Household	Groceries	POS		-91.23		\$25,602.86
4/1/2022		POS UNIFIRST CORPORATION 978-658-8888 MA ON 220401 #6024	Uncategorized	Uncategorized	POS		-456.17		\$25,694.09

Calwa Recreation and Park District
Agenda Item Transmittal



Meeting Date: May 17, 2022

Agenda Item Number: E-4

Wording for Agenda: Consider Holding Remote Meetings Under AB 361 and determine whether to approve Resolution Authorizing Remote Teleconference Meetings by the Board of Directors Per AB 361 (**Action**)

Submitting: District Administrator

Contact Name and Phone Number: Adam Ramos
559-264-6867

For action by:

District Board

Regular Session:

Consent Calendar

Regular Item

Public Hearing

Review:

District Administrator
(Initials Required)

AR

Department Recommendation: Approve Resolution 2022-6.

Summary/Background: District may continue to meet per regular Brown Act provisions for teleconferencing or utilize the option under AB361 for remote meetings. This Resolution will allow our Board members the ability to participate in our normal and special board meetings via teleconferencing via zoom or other teleconferencing software.

Prior Board Actions: Approved Resolution 2022-5.

Attachments: Resolution 2022-6.

Recommended motion to be made by Board: Approve resolution.

Copies of this report have been provided to: Board Members and District Counsel

RESOLUTION NO. 2022 -6

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CALWA RECREATION AND PARK DISTRICT AUTHORIZING REMOTE TELECONFERENCE MEETINGS BY THE BOARD OF DIRECTORS IN ACCORDANCE WITH ASSEMBLY BILL 361

WHEREAS, on March 4, 2020, Governor Gavin Newsom declared a statewide emergency arising from the coronavirus (COVID-19) that remains in effect; and

WHEREAS, on March 17, 2020, Governor Newsom issued Executive Order N-29-20 suspending certain provisions of the Brown Act pertaining to teleconferenced meetings; and

WHEREAS, on June 11, 2021, Governor Newsom issued Executive Order N-08-21 which indicated that Executive Order N-29-20's authorization for holding virtual meetings would expire on September 30, 2021; and

WHEREAS, on September 16, 2021, Governor Newsom signed AB 361 (Rivas) as urgency legislation effective immediately, which provides that legislative bodies may continue to meet remotely during a declared State of Emergency subject to certain conditions; and

WHEREAS, the Board of Directors of the Calwa Recreation and Park District adopted a proclamation of a local emergency related to the COVID-19 virus on March 16, 2020; and

WHEREAS, the Calwa Recreation and Park District ("District") is committed to preserving and fostering public access, transparency, observation, and participation in meetings of the Board of; and

WHEREAS, all meetings of the Board of Directors are open and public as required by the Ralph M. Brown Act, Government Code Sections 54950 – 54963, so that any member of the public may attend, observe, and participate in a meaningful way; and

WHEREAS, Government Section 54953(b)(3) of the Brown Act allows a local legislative body to hold public meetings by teleconference and to make public meetings accessible telephonically or otherwise electronically to all members of the public seeking to attend and to address the local legislative body, as long as the following requirements are met:

1. Each teleconference location from which a member is participating is noticed on the agenda;
2. Each teleconference location is accessible to the public;
3. Members of the public must be able to address the body at each teleconference location;
4. At least one member of the legislative body must be physically present at the location specified in the meeting agenda; and

5. During teleconference meetings, at least a quorum of the members of the local body must participate from locations within the local body's territorial jurisdiction; and

WHEREAS, the Brown Act, as amended by AB 361 (2021), at Government Code Section 54953(e) *et seq.*, allows for remote observation and participation in meetings by members of a legislative body and members of the public without compliance with the requirements of Government Code Section 54953(b)(3), subject to certain conditions; and

WHEREAS, the initial required condition is a declaration of a state of emergency by the Governor pursuant to the California Emergency Services Act at Government Code Section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state and within the boundaries of the District, caused by conditions as described in Government Code Section 8558; and

WHEREAS, the Governor's Proclamation of a State of Emergency includes area within the jurisdictional boundaries of the District; and

WHEREAS, Government Code Section 54953(e)(3)(A-B) added by AB 361 provides an alternative to having public meetings in accordance with Government Code Section 54953(b)(3) when Board of Directors has reconsidered the circumstances of the COVID-19 state of emergency and that the following circumstances exist:

1. The state of emergency as a result of COVID-19 continues to directly impact the ability of the members of Board of Directors to meet safely in person; and
2. The State of California and the County of Fresno continue to recommend measures to promote social distancing.

WHEREAS, Government Code Section 54953(e) *et seq.* further requires that state or local officials have imposed or recommended measures to promote social distancing or the legislative body finds that meeting in person would present an imminent risk to the health or safety of attendees; and

WHEREAS, such conditions now exist in the District in that (i) State and Local officials recommend social distancing measures and (ii) emergency conditions evidenced by COVID-19 and its variants create ongoing COVID-19 cases, hospitalizations, and deaths and meeting in person would present imminent risk to health or safety of attendees; and

WHEREAS, the Board of Directors affirms that it will allow for observation and participation by Board Members and the public via Zoom or other video conferencing in an effort to protect the constitutional and statutory rights of all attendees; and

WHEREAS, Government Code Section 54953(e)(3) requires that the Board of Directors review the need and make findings for continuing the teleconferencing as authorized by AB 361 at least once every thirty days until the Governor terminates the state of emergency; and

WHEREAS, the Board wishes to affirm the need and findings necessary for continuing the teleconferencing as authorized by AB 361.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE CALWA RECREATION AND PARK DISTRICT HEREBY RESOLVES AS FOLLOWS:

Section 1. The above recitals are true and correct and are incorporated herein by this reference.

Section 2. The Board of Directors finds that the state of emergency conditions related to COVID-19 as set forth in the Governor’s and District’s Proclamations of Emergency and are on-going.

Section 3. The Board of Directors further finds that state and county official recommend social distancing conditions causing imminent risk to attendees as described above exist and that the existing COVID variants are creating serious health and safety conditions.

Section 4. The Board of Directors hereby recognizes and affirms the existence and conditions of a state of emergency in the Calwa Recreation and Park District as proclaimed by the Governor and the Board of Directors and affirms, authorizes, and proclaims the existence of a local emergency throughout the District.

Section 5. The Board of Directors finds that the state of emergency as a result of COVID-19 continues to directly impact the ability of members of the Board of Directors to meet safely in person and such fact creates an imminent health risk to such members.

Section 6. The Board of Directors hereby authorizes the Board of Directors of the District to conduct their meetings without compliance with Government Code Section 54953(b)(3), and to instead comply with the remote meeting requirements as authorized by Government Code Section 54953(e) *et seq.*

Section 7. The Board President and Clerk of the Board are authorized and directed to take all actions reasonably necessary to carry out the intent and purpose of this Resolution, including, conducting open and public meetings remotely in accordance with Government Code Section 54953(e) *et seq.*, and other applicable provisions of the Brown Act, for all Board of Directors meetings of the District.

Section 8. This Resolution shall take effect on April 19, 2022, and shall be effective for thirty days or until such time as the Board of Directors adopts a Subsequent Resolution in accordance with Government Code Section 54953(e)(3) to extend the time during which the Board of Directors and all District legislative bodies may continue to meet remotely, without compliance with Government Code Section 54953(b)(3), but otherwise as permitted by Government Code Section 54953(e) *et seq.*

* * * * *

CERTIFICATION

The foregoing Resolution No. 2022-6 was adopted at a special meeting on May 17, 2022, by the following vote:

AYES: _____

NOES: _____

ABSTENTIONS: _____

ABSENCES: _____

Secretary of the Board of Directors

Calwa Recreation and Park District
Agenda Item Transmittal



Meeting Date: May 17, 2022

Agenda Item Number: E-5

Wording for Agenda: Update on Approval of Purchase and Installation of Additional Lighting Fixtures for Soccer Field 1 (Action)

Submitting: District Administrator

Contact Name and Phone Number: Adam Ramos
559-264-6867

For action by: <input checked="" type="checkbox"/> District Board
Regular Session: <input type="checkbox"/> Consent Calendar <input checked="" type="checkbox"/> Regular Item <input type="checkbox"/> Public Hearing
Review: District Administrator (Initials Required) <u>AR</u>

Department Recommendation: Approved purchasing of additional lighting when electrician comes to apply repairs.

Summary/Background: After the completion of the lighting project upgrades back in June 2021, the District noticed an area that is lacking some lighting and creating dim locations on the fields. To remedy this situation DA contacted Tom F. with Waveform Lighting and requested an estimate on the additional lighting. Costs include parts and labor. After new discussions with Tom, it was reviewed that repairs to existing structures are that of the electrician and a new invoice will be provided for repairs. Repair work is not included since the hardware is only covered by warranty details of new repair costs included in report.

Prior Board Actions: Approved purchasing and installation of new electrical hardware in needed areas while repairs administered.

Attachments: Correspondence with Tom F, Energy Reduction Consultant of TrueNorthLED.

Recommended motion to be made by Board: Approve resolution.

Copies of this report have been provided to: Board Members and District Counsel

[Redacted] M

Subject: FW: CALWA Power Issues / Additional Lighting Estimate

Please print

Adam J. Ramos
District Administrator
Calwa Recreation and Park District
559-476-9309
adam@calwarecreation.org

From: T [Redacted]
Sent: Monday, May 2, 2022 1:00 PM
To: Adam Ramos
Cc: S [Redacted]
Subject: CALWA Power Issues / Additional Lighting Estimate

Adam,

See below from Steve. The troubleshooting and repair will have to be done on a time and materials basis as it could be a relatively fast and easy fix or they could have to pull new wire underground. The T&M price is \$95 per hour, per person. For troubleshooting it will take two guys.

Sincerely,

T [Redacted]
[Redacted]

Begin forwarded message:

From: S [Redacted]
Subject: Calwa
Date: May 2, 2022 at 10:27:31 AM PDT
To: T [Redacted] >

To [REDACTED] so the two poles that have issues one on the back lot on southwest corner. The hand hole is welded shut so I will have to take off cover to check for voltage. The pole on the front right field by the street the voltage reading is reading like a wiring problem. Underground maybe the solution so we can pull new wires.

St [REDACTED]
[REDACTED]

Calwa Recreation and Park District
Agenda Item Transmittal



Meeting Date: May 17, 2022

Agenda Item Number: E-6

Wording for Agenda: Consider Health Insurance Benefits for Full Time Employees (Direction)

Submitting: District Administrator

Contact Name and Phone Number: Adam Ramos
559-264-6867

For action by:

District Board

Regular Session:

Consent Calendar

Regular Item

Public Hearing

Review:

District Administrator
(Initials Required)

AR

Department Recommendation: Consider adopting a new line item in FY 22-23 Budget to offer health insurance benefits to 75% of Full-Time Staff Employees. Funds can be allocated from COVID-19 Relief Award.

Summary/Background: District contacted SDRMA organization for Health Insurance options/benefits for full time District staff. District would be responsible for 75% of the costs while employee cover remaining 25%, if employee decides to add dependents the expense would be covered by employee. Stipulations from insurance providers are that at minimum fulltime staff must use District health insurance for District to qualify. District will start off offering only medical benefits to employee only and this will happen annually, renewals will not be automatic. Please review "Health Benefits Program Eligibility Requirements" for all details. Calwa Recreation and Park District does not currently offer any benefits to any of the full-time employees, with addition of new funds and awards a slow easement into benefits is needed. Estimated District costs for medical insurance is reflected in page two of this transmittal report.

Prior Board Actions: NA

Attachments: Health Benefits Program Eligibility Requirements Document, Medical Benefit Rates for 2022 Documents.

Recommended motion to be made by Board: Consider adopting a new line item in FY 22-23 Budget to offer health insurance benefits to 75% of Full-Time Staff Employees. Funds can be allocated from COVID-19 Relief Award.

Copies of this report have been provided to: Board Members and District Counsel

**Calwa Recreation and Park District
Agenda Item Transmittal**

SAMPLE OF DISTRICT COSTS

PLAN OPTION	EMPLOYEE	COST TO EE/MONTH	COST OF ER/MONTH	ANNUAL COST PER EE	MIN REQ OF 2 EE
GOLD PPO	\$903.00	\$225.75	\$677.25	\$8,007/EE	\$16,014
SILVER PPO	\$649.93	\$162.48	\$487.45	\$5,849/EE	\$11,698
BRONZE PPO	\$595.34	\$148.35	\$446.05	\$5,353/EE	\$10,706
KAISER HMO 15	\$819.88	\$204.97	\$614.91	\$7,378/EE	\$14,757

MEDICAL BENEFIT RATES FOR 2022 – GUARANTEED UNTIL JANUARY 1, 2023

AREA IV - Southern CA: Other Counties	PLAN	Employee	Employee + 1	Employee + 2 or More
	Fresno,* Imperial, Inyo, Kern, Kings, Madera, Riverside, Orange, San Diego, San Luis Obispo, Santa Barbara, Tulare	Gold PPO	\$903.31	\$1,799.41
	Platinum PPO	\$992.92	\$1,976.57	\$2,570.88
	Silver PPO	\$649.93	\$1,296.77	\$1,681.99
	Bronze PPO	\$595.34	\$1,187.59	\$1,540.88
	EPO	\$1,005.28	\$2,002.32	\$2,601.78
	HDHP 10	\$793.10	\$1,581.05	\$2,053.82
	HDHP 20	\$651.99	\$1,303.98	\$1,695.38
	Access+ HMO 15	\$974.38	\$1,948.76	\$2,527.62
	Access+ HMO 20	\$907.43	\$1,808.68	\$2,352.52
	Kaiser HMO 15	\$819.88	\$1,616.07	\$2,096.05
	Kaiser HMO 20	\$783.83	\$1,543.97	\$2,001.29

*Fresno County: For Kaiser Active and Early Retiree rates please refer to Area VI rates per Kaiser Guidelines.

AREA V - Out of State Early Retirees Only	PLAN	Employee	Employee + 1	Employee + 2 or More
		Gold PPO	\$1,058.84	\$2,115.62
	Platinum PPO	\$1,157.72	\$2,318.53	\$3,011.72
	Silver PPO	\$761.17	\$1,521.31	\$1,975.54
	Bronze PPO	\$697.31	\$1,393.59	\$1,809.71
	EPO	\$1,237.03	\$2,473.03	\$3,215.66
	HDHP 10	\$909.49	\$1,815.89	\$2,361.79
	HDHP 20	\$744.69	\$1,489.38	\$1,936.40
	Access+ HMO 15	N/A	N/A	N/A
	Access+ HMO 20	N/A	N/A	N/A
	Kaiser HMO 15	N/A	N/A	N/A
	Kaiser HMO 20	N/A	N/A	N/A

AREA VI - Northern CA: Sacramento	PLAN	Employee	Employee + 1	Employee + 2 or More
	El Dorado, Placer, Sacramento	Gold PPO	\$925.97	\$1,851.94
	Platinum PPO	\$1,013.52	\$2,026.01	\$2,631.65
	Silver PPO	\$667.44	\$1,336.94	\$1,738.64
	Bronze PPO	\$611.82	\$1,224.67	\$1,592.38
	EPO	\$1,082.53	\$2,168.15	\$2,813.96
	HDHP 10	\$813.70	\$1,631.52	\$2,118.71
	HDHP 20	\$671.56	\$1,342.09	\$1,743.79
	Access+ HMO 15	\$1,089.74	\$2,180.51	\$2,835.59
	Access+ HMO 20	\$1,011.46	\$2,027.04	\$2,634.74
	Kaiser HMO 15	\$957.90	\$1,893.14	\$2,453.46
	Kaiser HMO 20	\$923.91	\$1,826.19	\$2,365.91

*Fresno County Kaiser Active and Early Retiree Rates

Rates shown are for active, early retiree and public officials.

MEDICAL BENEFIT RATES FOR 2022 – GUARANTEED UNTIL JANUARY 1, 2023

MEDICARE COORDINATION OF BENEFITS (COB)

Medicare Supplemental Plans are designed specifically for retirees, their spouse and/or dependents enrolled in the SDRMA medical benefits program who are also enrolled in Parts A (hospital insurance), B (medical insurance) and D (prescription enrollment completed by Express Scripts) of Medicare. This plan is designed to help defray some of the costs for those members enrolled in Medicare, such as Medicare deductibles, co-pays and other costs. The rates shown in the table provide a number of cost options depending on the coverage needs of a retiree and their dependent(s). Each option includes additional rates for those members who need rates appropriate for a variety of combinations where one or two members of a household have Medicare and others do not.

The retiree and their spouse and/or dependents must enroll in Medicare Part A and Part B coverage at their own expense when they turn 65 to be able to continue their coverage under SDRMA. A Retiree and/or their spouse may be directly charged additional premiums by Medicare for Part D coverage if their income is above a certain level. The additional premium is referred to as the Medicare Income-Related Monthly Adjustment Amount (IRMAA). The retiree and/or spouse should contact Medicare for additional information about IRMAA.

To enroll in Medicare you must be at least age 65 or older - these rates are the same for out of state 65 or older members as well. SDRMA Medical Benefits Program coverages remain the same whether Medicare Supplemental Coverages are Primary or Secondary.

Medicare Supplemental Plans (EGWP)	Gold PPO - EGWP	Platinum PPO - EGWP	Silver PPO - EGWP	Bronze EPO - EGWP	EPO - EGWP
Single (Retiree with Medicare)	\$636.54	\$704.52	\$498.52	\$467.62	\$764.26
Two Party (Retiree + Dependent both with Medicare)	\$1,272.05	\$1,409.04	\$998.07	\$935.24	\$1,527.49
* Family (All Medicare - reflects rate for 3 enrolled)	\$1,908.59	\$2,113.56	\$1,496.59	\$1,402.86	\$2,291.75
Two Party (1 Medicare, 1 Without)	\$1,656.24	\$1,818.98	\$1,228.79	\$1,136.09	\$1,988.93
Family (1 Medicare, 2 or more Without)	\$2,672.85	\$2,930.35	\$1,962.15	\$1,808.68	\$3,212.57
Family (2 Medicare, 1 or more Without)	\$2,291.75	\$2,523.50	\$1,728.34	\$1,603.71	\$2,752.16

* This rate increases for every family member enrolled in Medicare by the single Medicare rate.

EGWP (Part D) Prescription Program copays	Retail 31 Day	Retail 60 Day	Retail 90 Day	Mail 90 Day
Generic	\$5.00	\$10.00	\$15.00	\$10.00
Brand	\$20.00	\$40.00	\$60.00	\$40.00
Non Preferred	\$50.00	\$100.00	\$150.00	\$100.00

Please note that the above Rx co-pays are for the plans noted in the Medicare Supplemental Plans COB Rates table.

*Coordination of Benefits (COB): SDRMA insurance plans will coordinate with Medicare to determine which entity may or may not pay towards a particular service received by covered individuals under this plan. The coordination will determine how much of the expense Medicare covers (if any) and how much of the expense the SDRMA insurance carrier would cover. Medicare pays first and the SDRMA carrier will then pay additional monies towards the service if the carrier's contracted payable amount is higher than Medicare's contracted payable amount.

If Medicare's contracted amount is less than the SDRMA carrier's contracted amount, the SDRMA carrier will pay the difference between Medicare and the SDRMA carrier amount so that the provider is paid up to the SDRMA carrier limits through both parties combined. If Medicare's contracted amount is the same or covers a higher amount than the SDRMA carrier, the SDRMA carrier will not pay any monies towards the service and will consider payment made by Medicare to be payment in full. When services are considered covered by Medicare and initial payments are made by Medicare, the SDRMA carrier's copays, coinsurance, and/or deductible will not apply.

If a service is not covered by Medicare, but the service is covered by the SDRMA carrier's plan, the claim will be paid exclusively through the SDRMA carrier's plan. If a service is not considered covered by Medicare and therefore no initial payment is made by Medicare, the SDRMA carrier's copays, coinsurance, and/or deductible will apply.

MEDICAL BENEFIT RATES FOR 2022 – GUARANTEED UNTIL JANUARY 1, 2023

Kaiser Permanente Senior Advantage (KPSA) HMO with Part D Rx Coverage*	Kaiser 15 Area I, Area II and Area VI Rates	Kaiser 20 Area I, Area II and Area VI Rates	Kaiser 15 Area III and Area IV** Rates	Kaiser 20 Area III and Area IV** Rates
Single (Medicare)	\$371.83	\$371.83	\$241.02	\$241.02
Two Party (Both Medicare)	\$725.12	\$725.12	\$463.50	\$463.50
Two Party (1 Medicare, 1 Without)	\$1,317.37	\$1,282.35	\$1,037.21	\$1,001.16
Family (1 Medicare, 2 or more Without)	\$1,884.90	\$1,830.31	\$1,517.19	\$1,458.48
Family (2 Medicare, 1 or more Without)	\$1,292.65	\$1,273.08	\$943.48	\$920.82

* The KPSA plan is for agencies that offer Medicare retirees the Kaiser plan option. The KPSA plan is for Kaiser retirees, their spouse and/or dependents of retirees that are enrolled in Medicare Part A and Part B. If a retiree, their spouse and/or dependent have a combination rate where a participant in their family does not have Medicare, the participant without Medicare will be covered under the Kaiser HMO 15 or Kaiser HMO 20 plan depending on the agency's offering.

** Per Kaiser Guidelines Fresno County Kaiser Rates are under Area VI Rates

KPSA (Part D) Prescription Program co-pays	Retail 30 Day Supply	Retail 31-60 Day Supply	Retail 61-100 Day Supply	Mail Order 30 Day Supply	Mail Order 31-100 Day Supply
Generic	\$5.00	\$10.00	\$15.00	\$5.00	\$10.00
Brand	\$20.00	\$40.00	\$60.00	\$20.00	\$40.00

For further details of the Kaiser Permanente Senior Advantage (KPSA) HMO plan please refer to page 9.

Please note that the above Rx co-pays are for the plans noted in the Kaiser Permanente Senior Advantage (KPSA) HMO with Part D Rx Coverage rate table.

HEALTH BENEFITS PROGRAM ELIGIBILITY REQUIREMENTS

1. Entity must be a public agency formed under California law.
 2. Entity must have a minimum of two full-time active employees to join. An active full-time employee is an employee who is eligible for enrollment in employee sponsored benefits paid for by the Entity. Part-time employees may be considered active employees only if they are currently part of the benefit eligible population and work a minimum of twenty hours weekly.
 3. **Active Employees:**
Medical Benefits - Entity must contribute a minimum of 75% of the cost for active employees.
Ancillary Coverages - Entity must contribute a minimum of 75% of the cost for active employees.
 4. **Dependents:**
Medical Benefits - If the Entity offers coverage to dependents, it is recommended the Entity contribute a minimum of 50% of the cost for dependents.
Ancillary Coverages - If the Entity offers coverage to dependents, it is recommended the Entity contribute a minimum of 50% of the cost for dependents.
 5. **Retirees:**
Medical Benefits - Entity may offer coverage to retirees.
Ancillary Coverages - Entity may offer coverage to retirees. Retirees are only eligible for Dental and Vision.
 6. **Public Officials:**
 Entity may offer coverage to public officials (board members, etc.) only if they are currently being covered and Entity's enabling act, plans and policies allow it. Entity is required to cover 75% of the cost for public officials when covering their medical benefits/ancillary coverages. Participation for public officials is limited to their term of office.
 7. Entity must have at least 75% of eligible employees (and public officials if they are offered coverage by the Entity) enrolled in order to participate. Public Officials, retirees and dependents may not be covered unless active employees are covered.
 8. Premiums are based on a full month. There are no partial months or prorated premiums and participant changes will be effective first of the month following the qualifying event. The waiting period for medical benefits/ancillary coverages is effective 1st of the following the date of hire of an employee.
 9. The maximum dependent child age is 26. Disabled dependent children are not subject to the dependent age restrictions; however, a verification form will be required certifying the disability.
 10. Each prospective new Entity must complete and submit the SDRMA Interest Forms including a large claimant disclosure form (Medical Benefits only) detailing any knowledge of and information pertaining to large and/or ongoing claims. Each Entity is subject to underwriting review and may or may not be accepted for coverage. The underwriting process may take up to two weeks for completion.
 11. Entity's governing body must approve a resolution authorizing participation in SDRMA's health benefits program and execute the Memorandum of Understanding (MOU).
 12. Once an Entity is approved by underwriting they must submit the Resolution and MOU to SDRMA 45 days before the requested effective date of coverage.
 13. *Medical Benefits* - Not all Plans will be offered and available to Entities joining the medical benefits program. The Access+ HMO 15, HMO 20 and Kaiser Plans are not available in all areas. Please check with SDRMA at the time you are submitting your request for underwriting approval to see if the HMO plans are available in your area. Entities selecting one of the medical benefits program High Deductible Health Plans (HDHP) are responsible for adhering to IRS rules, regulations and maintenance of the Health Savings Account (HSA). SDRMA does not provide HSA services but can provide contact information for a financial institution that currently offers this type of service.
 14. **Plan Selections and Combination Guidelines:**
Medical Plan Selection
 Subject to underwriting review and approval:
 - 2-100 enrolled lives: 2 plans + 1 Kaiser plan
 - 101-200 enrolled lives: 3 plans + 1 Kaiser plan*Medical Plan Combinations*
 - Only 1 HMO or HDHP plan may be offered to an employee group
 - Future plan changes are subject to review and approval by underwriting. An entity cannot offer a Silver PPO plan and a Bronze PPO plan at the same time per Underwriting guidelines.*Ancillary Coverages* - Entity will choose the particular dental, vision, life, short term disability and/or long term disability option to offer its employees.
Ancillary Plan Selections
 Subject to underwriting review and approval:
 - 2-50 enrolled lives: 1 Dental PPO plan and 1 *Dental HMO plan may be offered to an employee group. 1 Vision plan may be offered to an employee group. 1 Short Term Disability Plan may be offered to an employee group. 1 Long Term Disability Plan may be offered to an employee group.
 - Future plan changes are subject to review and approval by underwriting
- * *Dental HMO is not available in all areas. Please check with SDRMA at the time you are submitting your request for underwriting approval to see if the Dental HMO plan is available in your area*

**Calwa Recreation and Park District
Agenda Item Transmittal**



Meeting Date: May 17, 2022

Agenda Item Number: E-7

Wording for Agenda: Update on Purchasing and Installation
New Flooring for Recreation Center Hall (**Direction**)

Submitting: District Administrator

Contact Name and Phone Number: Adam Ramos
559-264-6867

For action by:

District Board

Regular Session:

Consent Calendar

Regular Item

Public Hearing

Review:

**District Administrator
(Initials Required)**

AR

Department Recommendation: Consider approval funds for updated flooring in the recreation center in new FY22-23 budget.

Summary/Background: District Hall is used for several park services. District rents out the hall for events and celebrations, provides dance classes daily, provides karate programs weekly, and also acts as the Board of Directors meeting location. The flooring in the hall is in drastic need for upgrades and replacement. District contacted three companies for flooring bids. The intention is showcase to the Board what a potential repair cost to the hall floor could be and to prepare the next fiscal year budget to include hall floor upgrades. Funds can be used from COVID-19 Relief Funding.

Prior Board Actions: Tabled.

Attachments: Correspondence from flooring companies.

Recommended motion to be made by Board: Consider adopting a new line item in FY 22-23 Budget to repair hall flooring.

Copies of this report have been provided to: Board Members and District Counsel

From: Ja [REDACTED]
Sent: Tuesday, May 10, 2022 8:03 PM
[REDACTED]
Subject: Flooring estimate

Hello, thank you for allowing me to take a look at your project. I will provide two bids, one for a glue down vinyl plank option with 4" rubber top set base. The second will be epoxy with a tinted basecoat, flake and a polyaspartic top coat.

To furnish and install lvp, 4" top set, the adhesive's, and concrete to skim coat over existing flooring and fill voids would come to \$29,652.10. The material has a 10 year commercial warranty.

To furnish and install epoxy with a tinted basecoat, with flake, and a polyaspartic top coat would come to \$23,505.90 we would be able to tape walls off and would not require any tile of baseboard or trim piece, the material has a 20 year warranty.

Either route would require a 50% deposit and signed proposal of scope of work and materials to get materials ordered and job on schedule once materials arrive.
Please don't hesitate to message me anytime if you have any questions or concerns with the bid of the project.

[REDACTED]
[REDACTED]
3rd Generation Flooring

[REDACTED]

**Calwa Recreation and Park District
Agenda Item Transmittal**



Meeting Date: May 17, 2022

Agenda Item Number: E-8

Wording for Agenda: Approval of Hopeful Encounter Park Use Contract (**Action**)

Submitting: District Administrator

Contact Name and Phone Number: Adam J. Ramos
559-264-6867

For action by: <input checked="" type="checkbox"/> District Board
Regular Session: <input type="checkbox"/> Consent Calendar <input checked="" type="checkbox"/> Regular Item <input type="checkbox"/> Public Hearing
Review: District Administrator (Initials Required) _____

Department Recommendation: Approve Park Rental Agreement.

Summary/Background: S [REDACTED] and her local non-profit A Hopeful Encounter have used the Park to host her free community event called "A Showdown for Hope" where she hosts resource vendors, food trucks and vendors, sales vendors, and sports tournaments for communities across the city. September 2021 was the last time she held this event and she saw over 1000 members of the community enter and enjoy the festivities.

Prior Board Actions: Approval of Park Use Agreement for September 2021.

Attachments: Park Rental Agreement.

Recommended motion to be made by Board: Approve agreement.

Copies of this report have been provided to: Board Members and District Counsel



AGREEMENT BETWEEN CALWA RECREATION AND PARK DISTRICT AND SUSAN XIONG

"SHOWDOWN FOR HOPE"

This Agreement ("Agreement") is made and entered into this 17th day of May 2022, by and between the Calwa Recreation and Park District, a special district (hereinafter called "District"), and Susan Xiong representing A Hopeful Encounter Inc. (hereinafter called "Permittee")

RECITALS

- A. District provides groups with the opportunity to have special events; and
- B. Permittee has held a Showdown for Hope in the past and is interested in holding a special event regarding (2022) Showdown for Hope on District Property; and
- C. District and Permittee wish to enter this Agreement to have Permittee hold the Showdown for Hope at Calwa Park, also referenced as "Premises."

AGREEMENT

1. Use of Park Location. District gives permission to permission to Permittee, use of Calwa Park for its Showdown for Hope ("Event"). The Event will be held on May 28th-29th, 2022 ("Event Days"). The Park shall be available on May 27th at 4:00pm for set up, and the event shall take place on May 28th-29th 2022, with a takedown time on May 29th, not to exceed 8pm of June 1th, 2022.
2. Location and site plan. A site plan which depicts where activities will take place and is attached hereto as Exhibit "A" and incorporated by reference. Only the areas shown on the Site Plan may be used. The Hall, will be used only for COVID-19 vaccinations and testing on Sunday, May 29th 2022.
3. Payment. Permittee shall pay the District as follows:
 - a. Cleaning/Repair Deposit: District shall provide the park and deposit as an "in-kind" donation. Failure to adhere to rules stated in "6. Terms and Conditions" shall result in a \$700 charge to Susan Xiong and A Hopeful Encounter Inc.
 - b. Park Rental for the Event Days shall be \$500.00. This Agreement shall not be effective and binding until signed by both parties and until the \$500.00 payment is received by the District. The balance of \$500.00 shall be paid five (3) days before the Event Day.
 - c. If assistance is needed from an employee using District Equipment, a cost of \$250.00 per day will be implementing, this charge has been donated by the District as an in-kind gift.
 - d. Permittee shall contact Mid- Valley Distribution or other qualified and legitimate waste business to order a 10-yard bin for trash pick-up due to event.
 - a. Documentation proof in the form of payment receipts or invoices must be provided to district 5 days before the event date.
4. Contracts, Permits, and Licenses.
 - A. Permittee shall obtain and pay for all permits and licenses which Permittee may be required to obtain or pay for to carry on any and all of Permittee's operations in connection with the Art Event. All permits and licenses must be submitted to the District Office (10) days before the event.

B. Permittee shall obtain insurance as required by Section 8 of this Agreement and shall provide a Certificate of Insurance to the District Office ten (10) days before the Event Day.

5. Operation. During the term of this Agreement, Permittee shall manage and operate the Event. The hours of operation shall be 7:00 am until 8:00 pm. Event hours 9:00 am to 7:00pm. The Permittee must ensure that everyone leaves the premises by closing time. It is anticipated that 1000 attendees (estimate) will attend the event.

6. Terms and Conditions. The Permittee is required to meet the following terms and conditions:

a. Only the areas shown on the Site Plan will be used. The Hall will not be used.

b. Permittee shall obtain and pay for 4 security guards from a local firm. A copy of the contract with the security guard company must be submitted to the District Office by ten (5) days before the Event Day.

d. No alcohol, cigarettes, marijuana or unlawful drugs may be brought in and/or used on premises. Failure to implement this term may result in deduction from deposit.

e. The contact person must attend a "Walk Through" Inspection of premises with designated District personnel. The walk-through must be held before the day of event. The contact person must also attend walk-through inspection of premises after the event.

f. Back restrooms, nearest the soccer fields will be closed. It is the responsibility of the Permittee to have 4 portable bathrooms available for this event. (Requirements may change based upon new estimates of attendees.)

g. The District shall be notified immediately of any emergencies regarding serious injury to persons and to District facilities such as plumbing, electricity, structural damages, or dangerous conditions.

h. No canopy or tent which utilizes drilling may be used on the District Parking lots or paved areas.

I. The Calwa Concession Stand shall be allowed to remain open during the event.

j. The following contact person shall be present during the entire event:

(I) Name: Susan Xiong

(ii) Mobile Phone: 209-581-1898

(iii) Address: 1345 E. Bulldog Lane, Fresno CA 93710

(iv) Email Address: susanxiong@ahopefulencounter.org

k. Any repairs to the Premises shall be made within ten (10) days after the Event has been completed.

I. All activities will be subject to park rules and will be enforced by Calwa Park personnel. However, Permittee is responsible for ensuring that park rules and the terms and conditions of this Agreement are met.

m. Failure to comply with Calwa Park Rules and Regulations will result in early termination of the Event and forfeiture of all fees and deposits paid to Calwa Recreation and Park District. A copy of the Calwa Park Rules and Regulations has been provided to Permittee.

n. The Permittee will forfeit the right to use Park premises and/or facilities for any breach of this Agreement.

o. No vehicles will be allowed on District grass areas, all vehicles must remain in the District's parking lot or designated areas along Barton and Florence Aves.

p. District is allowed to capture photos and video and showcase on Districts social media or District website for promotional/marketing purposes.

r. Water connections will only be located in two locations of District and will be available upon request

i. One located behind the restaurant and second located in central portion of the park

s. Permittee agrees to having an open public event free of charge.

t. Permittee agrees that fields 2 and 3 for date Saturday May 28th, 2022, will be utilized by SEYSL, and are not available for use.

7. Default. If Permittee fails to make payments as set forth in this Agreement, District will consider that a breach of the Agreement. If Permittee fails to deliver required permits and contracts per the Agreement, District will consider that a breach of the Agreement and the Event may not be held.

8. Insurance. During the term of this Agreement, Permittee shall maintain public liability, property damage, and workers' compensation insurance for injuries to persons or damages to property related to the operation of the Showdown for Hope including set up and persons or damages to property related to the operation of the Showdown for Hope Event including set up and take down activities pursuant to this Agreement. Coverage shall be at least as broad as Insurance Services from CG 00 01 covering CGL on an "occurrence" basis, including property damage, bodily injury, and personal injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies with the general aggregate limit shall apply separately to this location or the general aggregate limit shall be twice the required occurrence limit. The District and its principals, agents, and employees shall be named as additional insured.

9. Indemnification. Permittee shall hold harmless, defend, and indemnify District and its officers, officials, employees, and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Permittee's performance hereunder or its failure to comply with any of its obligations contained in the Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the District.

10. Clean up. The responsibility of clean-up shall include a thorough clean-up of the Park area on a regular basis, but in no event not less than once every day at closing time by Permittee. District Staff may assist with clean up, but will not be solely responsible for clean-up of the premises after event. If District Staff indicate that they WERE solely responsible for clean-up, a charge of \$250.00 will be invoiced to A Hopeful Encounter.

11. Cancellation. Permittee has NO right to cancel this Agreement, due to the date of acceptance of this agreement.

12. Entire Agreement. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, representations, negotiations, and understandings of the parties, oral or written.

13. Amendment. This Agreement shall not be amended, modified, revoked, or terminated, and no obligation, duty or liability of any party may be related, discharged, or waived except by a written instrument duly executed by the parties.

14. Assignment. The rights, duties, and obligations of this Agreement shall not be assigned or delegated by Permittee without the prior written consent of District, in its sole discretion. Any assignment which District has not consented to shall be fees that have been deferred shall become immediately due and payable. Except as expressly provided, this Agreement shall insure to the benefit of and bind all successors in interest to the Property.

15. Attorneys' Fees. In the event of any arbitration, legal action, or other proceeding between the parties with respect to this Agreement, or the use, enjoyment, operation, or

condition of this Agreement (an "Action"), the prevailing party shall be entitled to payment from the non-prevailing party of its reasonable attorneys' fees, arbitration fees, court costs, and litigation expenses, as without limitation, a party: (a) who agrees to dismiss an Action on the other party's performance of the covenants allegedly breached, (b) who obtains substantially the relief is has sought, or © against whom an Action is dismissed (with or without prejudice).

16. Venue. Any Action arising out of this Agreement shall be brought in Fresno County, Californian, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

17. Recitals. All recitals at the beginning of this Agreement are accurate and shall constitute an integral part of this Agreement, and this Agreement shall be construed in light of those recitals.

18. Headings. The headings of the various sections of this Agreement are included solely for reference purposed and are not intended for any purpose whatsoever to modify, explain, or place any construction on any construction on any of the provisions of this Agreement.

19. Counterparts. The Agreement may be executed in counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon provided such signature page is attached to any other counterpart identical thereto except having additional signature pages executed by the other party.

20. Severability. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.

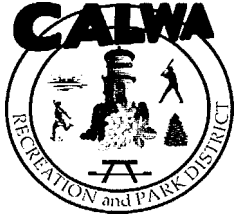
"District" Representative
Calwa Recreation and Park District
Adam J. Ramos
District Administrator

Signature: _____ Date: _____

"Permitee" Representative
S [REDACTED]

Signautre: _____ Date: _____

**Calwa Recreation and Park District
Agenda Item Transmittal**



Meeting Date: May 17, 2022

Agenda Item Number: E-9

Wording for Agenda: Approval of Resolution **2022-5AC:**
RESOLUTION OF THE BOARD OF DIRECTORS OF THE
CALWA RECREATION AND PARK DISTRICT APPROVING
APPLICATION FOR PER CAPITA GRANT FUNDS (**Action**)

Submitting: District Administrator

Contact Name and Phone Number: Adam J. Ramos
559-264-6867

For action by: <input checked="" type="checkbox"/> District Board
Regular Session: <input type="checkbox"/> Consent Calendar <input checked="" type="checkbox"/> Regular Item <input type="checkbox"/> Public Hearing
Review: District Administrator (Initials Required) _____

Department Recommendation: Approve RESOLUTION 2022-5AC: RESOLUTION OF THE BOARD OF DIRECTORS OF THE CALWA RECREATION AND PARK DISTRICT APPROVING APPLICATION FOR PER CAPITA GRANT FUNDS (**Action**)

Summary/Background: District has been awarded a grant from the California Department of Parks and Recreation in the amount close to \$178,500. This grant must be used for parks improvement projects and programming only. We may not use on employee or department improvements such as increased salaries or benefits, vehicle purchasing, etc. Once resolution is approved, State representatives will contact District to finalize process.

Prior Board Actions: NA

Attachments: Correspondence with Grants Supervisor Cristelle F. and RESOLUTION 2022-5A.

Recommended motion to be made by Board: Approve RESOLUTION 2022-5AC and use funds for park enhancement projects.

Copies of this report have been provided to: Board Members and District Counsel

[Redacted]

Subject: Resolution for Adoption

Hi Adam,
Please see attached resolution that needs to be adopted and returned to us.
A separate email will follow with the application documents that will need to be completed.
Let me know if you have questions.
Thanks,

C [Redacted]
Supervisor
Office of Grants and Local Services

[Redacted]



California Department of
Parks and Recreation

RESOLUTION NUMBER: (2022-5AC)

RESOLUTION OF THE BOARD OF DIRECTORS OF THE CALWA RECREATION AND PARK DISTRICT APPROVING APPLICATION FOR PER CAPITA GRANT FUNDS

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Per Capita Grant Program, setting up necessary procedures governing application(s); and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the grantee’s Governing Body to certify by resolution the approval of project application(s) before submission of said applications to the State; and

WHEREAS, the grantee will enter into a contract(s) with the State of California to complete project(s);

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors hereby:

1. Approves the filing of project application(s) for Per Capita program grant project(s); and
2. Certifies that said grantee has or will have available, prior to commencement of project work utilizing Per Capita funding, sufficient funds to complete the project(s); and
3. Certifies that the grantee has or will have sufficient funds to operate and maintain the project(s), and
4. Certifies that all projects proposed will be consistent with the park and recreation element of the Calwa Park and Recreation District’s master or recreation plan (PRC §80063(a)), and
5. Certifies that these funds will be used to supplement, not supplant, local revenues in existence as of June 5, 2018 (PRC §80062(d)), and
6. Certifies that it will comply with the provisions of §1771.5 of the State Labor Code, and
7. (PRC §80001(b)(8)(A-G)) To the extent practicable, as identified in the “Presidential Memorandum--Promoting Diversity and Inclusion in Our National Parks, National Forests, and Other Public Lands and Waters,” dated January 12, 2017, the Calwa Recreation and Park District will consider a range of actions that include, but are not limited to, the following:
 - (A) Conducting active outreach to diverse populations, particularly minority, low-income, and disabled populations and tribal communities, to increase awareness within those communities and the public generally about specific programs and opportunities.
 - (B) Mentoring new environmental, outdoor recreation, and conservation leaders to increase diverse representation across these areas.
 - (C) Creating new partnerships with state, local, tribal, private, and nonprofit organizations to expand access for diverse populations.
 - (D) Identifying and implementing improvements to existing programs to increase visitation and access by diverse populations, particularly minority, low-income, and disabled populations and tribal communities.

(E) Expanding the use of multilingual and culturally appropriate materials in public communications and educational strategies, including through social media strategies, as appropriate, that target diverse populations.

(F) Developing or expanding coordinated efforts to promote youth engagement and empowerment, including fostering new partnerships with diversity-serving and youth-serving organizations, urban areas, and programs.

(G) Identifying possible staff liaisons to diverse populations.

8. Agrees that to the extent practicable, the project(s) will provide workforce education and training, contractor and job opportunities for disadvantaged communities (PRC §80001(b)(5)).
9. Certifies that the grantee shall not reduce the amount of funding otherwise available to be spent on parks or other projects eligible for funds under this division in its jurisdiction. A one-time allocation of other funding that has been expended for parks or other projects, but which is not available on an ongoing basis, shall not be considered when calculating a recipient's annual expenditures. (PRC §80062(d)).
10. Certifies that the grantee has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Procedural Guide; and
11. Delegates the authority to the District Administrator, Board Chair, or designee to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the grant scope(s); and
12. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

Approved and adopted the May day of 17, 2022.

I, the undersigned, hereby certify that the foregoing Resolution Number 2022-5AC was duly adopted by the Board of Directors following a roll call vote:

Ayes: _____

Noes: _____

Absent: _____

Secretary of the Board of Directors



State of California – The Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

Funding Sources Form

GRANTEE: Calwa Recreation and Park District	PROJECT Name Futsal Court Development
--	--

PROJECTS funded by the program are not complete until the PROJECT SCOPE is complete, and the PROJECT is open to the public. PROJECTS will:

- Be entirely funded by the GRANT, *or*
- Require funds in excess of the GRANT.

If the PROJECT requires funds in excess of the GRANT, the SCOPE of the PROJECT may be either the SCOPE of the larger project, or a subset of the larger project.

For example, if the PROJECT is \$100,000 towards construction of a \$500,000 park, the SCOPE can be the \$500,000 park, or a \$100,000 element of the park, such as a playground, that can be complete and open to the public.

- The PROJECT will be entirely funded by the GRANT, *or*
- The PROJECT requires funds in excess of the GRANT:
- The SCOPE is the same as the scope of the larger project, *or*
 - The SCOPE is a subset of a larger project, the scope of that larger project is:

Larger project cost: \$

Anticipated completion date:

List all funds that will be used. Submit revised Funding Sources form should funding sources be added or modified.

Funding Source	Date Committed	Amount
Per Capita/State of California	July 1, 2018	\$ 179,206
		\$
		\$

I represent and warrant that I have full authority to execute this Funding Sources Form on behalf of the GRANTEE. I declare under penalty of perjury, under the laws of the State of California, that this status report, and any accompanying documents, for the above-mentioned GRANT is true and correct to the best of my knowledge.

5/13/2022

AUTHORIZED REPRESENTATIVE Signature

Date

Adam Ramos, District Administrator

Print Name and Title

**Calwa Recreation and Park District
Agenda Item Transmittal**



Meeting Date: May 17, 2022

Agenda Item Number: E-10

Wording for Agenda: Update and Approval of Mini Pitch System Proposed by Urban Soccer Park Agreement
(Direction)

Submitting: District Administrator

Contact Name and Phone Number: Adam Ramos
559-264-6867

For action by:

District Board

Regular Session:

Consent Calendar

Regular Item

Public Hearing

Review:

**District Administrator
(Initials Required)**

AR

Department Recommendation: Approve construction of Calwa Urban Soccer Complex and agreement.

Summary/Background: Calwa has a large soccer following with our park having a reputation of having amazing soccer fields, thus being utilized by many of our community members of all ages daily. The need for more programs and events necessary to adapt to the changing profile of recreational sports. Many community members have stated the need for a futsal, indoor soccer field, or turf field to provide park upgrades. The district has acquired 95% of the funding for the park to use to improve its longevity and use from the State of CA Parks and Recreation Grant. This grant states that the funding needs to be applied for the project proposed for it. The benefits are numerous with this field being the main selling point for the park. District has a large following who utilize the park for our soccer fields and programs associated with soccer. A rough Initial investment from the District is estimated between \$175,000.00-\$182,000.

Prior Board Actions: Tabled for additional funding information.

Attachments: Urban Soccer Park Agreement and Loan Information.

Recommended motion to be made by Board: Consider proposal for approval and seek further information.

Calwa Recreation and Park District Agenda Item Transmittal

Lease Purchase Financing:

10-year plan for financing amount of \$182,500.00

Estimated Monthly Payments: \$1,922.00

Annual Payments: \$23,064.13

Interest Rate: 4.50%

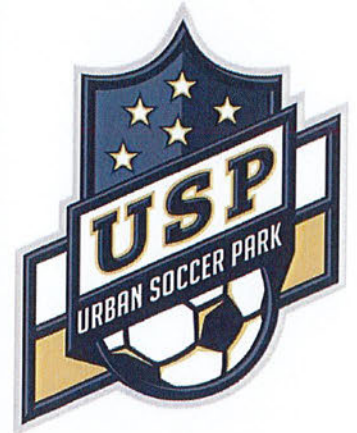
Estimated Interest Payments: \$48,141.30

Total Loan Amount Requested: \$230,641.30

INITIAL INVESTMENT OF PROJECT: NOT TO EXCEED: \$185,000.00 (WITHOUT LOAN)

URBAN SOCCER PARK

CONTRACT



PREPARED FOR:

Calwa Recreation

CONTRACT

Dear CalWa Recreation,

Based on the information you've provided and what we have discussed to date, we are excited to finalize the following contract for your project on your timeline. Below you will find product specifications, itemized pricing, timeline to installation, and payment terms.

We are excited about being a part of your project. We have worked hard to meet your budget requirements and are sure this install will be enjoyable and the first of many.

To proceed with your order, please indicate your acceptance of this proposal and the terms and conditions attached by signing below, executing this contract with Soccer Park, LLC along with the required 50% deposit.

The USP Promise: An on-time installation, a full turnkey buying, and installation process. Built-in a week & enjoy for a life-time. If our product or service does not exceed your expectations at installation, we will uninstall your field and issue you a full refund.

Tight Lines,



Joshua Frazier
Owner - Product Designer
Soccer Park, LLC dba Urban Soccer Park



SPECIFICATIONS & PRICING

ITEMS	PRICE	QTY	SUBTOTAL
USP SYSTEM			
Urban Soccer Field: 50' x 80' 50' x 80' Urban Soccer Field with 70' x 100' total footprint <ul style="list-style-type: none"> • 2: 9.5'w x 6.5'h x 18"d 5-A-Side Soccer Goals - Yellow • 2: Oxford-style Doors • 18: Stanchions • 4: 18' Corner Posts w/ Planter Boxes • 24: Solid Wall Panels • Nylon Netting for Endline & Sideline 	\$85,066.00	1	\$85,066.00
			\$85,066.00
SURFACE			
<input checked="" type="checkbox"/> Urban Soccer Park Turf: 50' x 80' <ul style="list-style-type: none"> • USP uses specially engineered, recyclable turf certified for small-sided soccer • Silica Sand and Cork infill • Channeled shock pad that ensures soft landings and drastically aids drainage. 	\$42,640.00	1	\$42,640.00
<input checked="" type="checkbox"/> USP Site Preparation: 70' x 100' Pad <ul style="list-style-type: none"> • The USP team will complete site preparation ahead of installation • It will be done to the correct specifications • Finalized pad measurements will be certified following a site compatibility visit with your USP Install Manager 	\$31,750.00	1	\$31,750.00
			\$74,390.00
FIELD ENHANCEMENTS			



<input type="checkbox"/> LED Light Package: 50' x 90' <ul style="list-style-type: none"> Premium LED Flood Light System 4 Poles with 4x480w Light Package Dark Sky compliant to maximize field lighting with minimal light pollution No foundations necessary 	\$21,000.00	1	\$21,000.00
<input type="checkbox"/> Center Turf Logo <ul style="list-style-type: none"> 10' diameter center field logo Delivered and Installed 	\$4,426.00	1	\$4,426.00
<input type="checkbox"/> Logo on Panel - per panel <ul style="list-style-type: none"> Logo put onto one side of a panel Fantastic branding & sponsorship opportunity Done prior to installation Requires high-res logo sent ahead of time 	\$225.00	1	\$225.00
<input type="checkbox"/> Adjustable Soccer Tennis and Volleyball Net w/ Lines <ul style="list-style-type: none"> Add adjustable net stanchions for soccer tennis or volleyball The lines are included in the cost 	\$2,750.00	1	\$2,750.00
			\$0.00
LOGISTICS			
Estimated Installation* <ul style="list-style-type: none"> The Urban Soccer Park team will send your Install Manager and our in-house team of Installation Specialists to professionally install your field(s) <p><i>* Actual Installation costs will be confirmed with final field design at Site Plan Approval</i></p>	\$13,262.00	1	\$13,262.00
Estimated Trucking Cost* <ul style="list-style-type: none"> Shipping of the field from our warehouse to your location for installation Includes unloading expenses <p><i>* Actual Trucking Cost will be charged on final payment</i></p>	\$7,490.00	1	\$7,490.00



<p>Wellness Visit</p> <ul style="list-style-type: none"> To ensure your complete satisfaction, Urban Soccer Park will send its installation team back between 3-to-9 months after installation for a wellness visit One (1) visit included with field purchase 	<p>\$2,500.00</p>	<p>1</p>	<p>\$2,500.00</p>
			<p>\$23,252.00</p>

Subtotal **\$182,708.00**

Wellness Visit Discount **-\$2,500.00**

Total \$180,208.00

PAYMENT PLAN

Percentage Due	Due Date	Payment Amount
25% Deposit <ul style="list-style-type: none"> Price guaranteed for installations within 12 months of signed contract date Site Compatibility Visit with Installation Manager Non-refundable 	Friday, May 20th, 2022	\$45,052.00
25% Payment <ul style="list-style-type: none"> Field design finalized Installation date confirmed 	Friday, June 10th, 2022	\$45,052.00
25% Payment <ul style="list-style-type: none"> Field production underway Site Verification Visit scheduled for approximately two (2) weeks prior to installation date 	Friday, July 8th, 2022	\$45,052.00
Final 25% Payment <ul style="list-style-type: none"> Field(s) ready for installation 	Friday, August 19th, 2022	\$45,052.00
	Subtotal	\$180,208.00
	Total	\$180,208.00

CHECK INSTRUCTIONS - BUSINESS ADDRESS

Soccer Park, LLC dba Urban Soccer Park
 6663 S. Eisenman Road
 Suite 130
 Boise, Idaho 83716

Please, email an image of **Check to Accounting@UrbanSoccerPark.com, when the contract is signed, otherwise, the Production, Delivery, or Installation date could be delayed or lost. Thank you, and we look forward to installing your project.

TERMS & CONDITIONS OF SALE

1. Goods, Equipment, and Services (“Goods”) sold by Soccer Park, LLC or its affiliates (“Seller” or “Manufacturer”) are made solely on the terms and conditions hereof. No representations or warranties other than those contained herein shall be binding upon Seller unless in writing and signed by an officer of Seller. Goods sold hereunder are custom manufactured and are exclusively described in this quotation.
2. The following are expressly EXCLUDED from this sale a) site preparation to the specifications required by Seller, in its sole and absolute discretion, to properly install the turf, board system, and any other optional components selected by Buyer, and b) utility connections including but not limited to power, water, and sewer. Seller shall not be responsible for taxes, permits, or any 3rd party fees including but not limited to those charged by architects, mechanical engineers, electrical engineers, or other professionals that may be required. Seller shall be responsible ONLY for supplying the agreed to parts and materials as specified in this quotation and if indicated installing the same. It is recommended that the Buyer consults with an architect and the local municipality for project requirements PRIOR to executing this agreement.
3. All quotations or proposals for the sale of Goods (“quotation”), unless otherwise specified, are good for thirty (30) days and are subject to acceptance by Buyer (“Buyer”) within thirty (30) days from the date of quotation. Upon execution, pricing in this agreement is guaranteed for 12 months from date of signed contract. In the event installation is not complete within 12 months, Seller has the right to adjust pricing to match the rate of inflation from the previous 12 months. In the event a second 12 months pass, and installation has still not been completed, Seller retains the right to adjust pricing to match the rate of inflation from the previous 12 months. After 24 months, the Seller has the right to adjust pricing to match the sellers current price list or cancel the contract with a 25% restocking fee.
4. Terms of payment are shown in the Seller’s quotation. All past due accounts will be subject to a service charge of one and one-half percent (1-1/2%) per month (or, if less, the maximum rate permitted by applicable law.) If Buyer delays shipment for any reason, payments shall become due from the date on which Seller tenders shipment, past-due interest on the entire unpaid balance will begin to accrue, and storage thereafter shall be at Buyer’s risk and expense. Acceptance by Seller of Buyer’s partial payments shall not constitute a release of Buyer from any balance due claimed by Seller. Buyer shall pay all Seller’s attorney fees and collection expenses in the event Buyer is in breach of any other provision of these Terms and Conditions of Sale, including but not limited to the terms of payment. Seller shall have an ongoing security interest in the Goods until payment is made in full and Buyer agrees to execute any forms requested by Seller to reflect this security interest. In addition to all other remedies, the Seller may reclaim and repossess the Goods. Seller does not waive its right to file a mechanics lien or bond claim under applicable state law. Buyer irrevocably appoints Seller as its Power of Attorney to effectuate Seller’s security interest in the goods.
5. Delivery/installation/completion dates or times which may be specified or estimated herein are not guaranteed. Seller shall not be responsible for any delay or failure to meet a shipment/installation/completion date caused by circumstances beyond the reasonable control



of Seller or others, including but not limited to, acts of God, riots, strikes, accidents, delayed 3rd party transportation, government regulations, or controls, pandemics, epidemics, local disease outbreaks, public health emergencies, quarantines, casualty, civil strife, embargoes, or shortages of fuel, power, labor or equipment. Buyer agrees to pay for the Goods as outlined herein regardless of whether or not Buyer is able to receive the Goods or provide suitable storage space for any delivery. If stored by Seller, Buyer agrees to pay all storage charges to Seller in addition to any other required payments.

6. Buyer is responsible for all value-added tax, and sales and use taxes, if any, related to the Goods. Any taxes (except Seller's income tax) are the obligation of the Buyer, and Buyer agrees to indemnify and hold Seller harmless therefrom, including all expenses and attorney fees incurred by Seller related hereto.

7. Buyer's orders accepted by Seller shall not be canceled or placed on hold by the Buyer unless Seller consents in writing. In the event of cancellation, Buyer shall promptly pay to Seller as fixed, agreed, and liquidated damages, and not as a penalty, a sum equal to 90% of the total amount of all payments set forth in the quotation. In the event, Buyer places its order on hold and Seller consents, Seller shall invoice Buyer for the portion of the work completed, including but not limited to, Seller's direct and indirect costs (storage, opportunity, and all other costs) as solely determined by Seller, and Buyer shall pay said invoice as provided for in these Terms and Conditions of Sale.

8. All Services provided by the Seller, if any, are set forth by this quotation. If the installation is selected as an option, all labor, travel, and related costs will be borne by the Seller. The confirmed installation date and schedule shall be agreed upon by the Seller and the Buyer at the time the payments totaling 50% of the total field(s) price is received. Any rescheduling of the installation beyond this point that is not mutually agreed upon in writing by the Buyer and Seller will result in additional charges for installation and/or trucking, which in some cases could be equal to an additional full-priced installation and delivery fee. Any change in delivery or installation dates may result in a storage fee equal to or greater than \$500 per month, per field, to be accrued every 30 days the project remains delayed. It is Buyer's responsibility to ensure all site preparation has been completed in advance of the installation date. In the event Seller's installation technicians arrive on-site and the site is not prepared to Seller's specifications, installation shall be rescheduled to a later date, according to Seller's future availability.

9. Seller extends to Buyer the warranties received by Seller from the original manufacturers and suppliers of the components of the Goods sold to Buyer. All other components of the Field System and Lights manufactured by Seller shall be free from defects in material or workmanship for four (4) years from the date of Seller's shipment of tender of shipment; thereafter, the warranty is prorated. Years 5-6 - 50%, Years 7-10 - 25% & 10+ years - 10%, of replacement cost, installation cost & deliver. Seller extends to Buyer for Containment Netting a warranty of one(1) year. Seller extends to Buyer for Modified Shipping Container a warranty of one(2) years. Seller extends to Buyer for Artificial Turf or Futsal Flooring a warranty of eight(8) years or 10,000 hours of use, whichever comes first. If Buyer notifies Seller within the warranty period of a defect, Seller, at its option, will repair or replace the defect. This limited warranty extends only to the original Buyer from the Seller. Any damage from improper handling, storage, abuse, misuse, or alteration of the Goods, or use for any sport other than soccer/futsal, in any manner voids Seller's warranty obligation. THIS LIMITED WARRANTY CONSTITUTES THE BUYER'S SOLE REMEDY. IT IS GIVEN IN LIEU OF ALL OTHER WARRANTIES. ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY EXCLUDED. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT IN NO EVENT AND UNDER NO CIRCUMSTANCE SHALL THE SELLER BE LIABLE FOR



INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, WHETHER THE THEORY BE BREACH OF THIS OR ANY OTHER WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE. Labor or service costs, the physical or chemical effect on the Goods from improper storage, weather, foreign substances, mold, mildew, or chemicals in the air, water, or steam, including costs for removing or installing parts, and any shipping charges, are expressly excluded from this limited warranty. No person (including any agent or salesperson) has authority to expand Seller's obligation beyond the terms of this limited warranty or to state that the performance of the Goods is other than that published by Seller. Failure by Buyer to pay Seller's invoices in accordance with the Terms and Conditions of Sale voids all warranties provided for herein. Any lawsuit or claim other than a warranty claim shall be brought within one (1) year from the tender of shipment.

10. Under no circumstances shall the Seller be responsible for the condition of the subsoil at the installation site as it pertains to costs of excavation, or as it pertains to the ability to hold the load of Seller's product. Likewise, where anchorage is attached to existing concrete/asphalt work, the Buyer will be responsible for the quality and holding power of the concrete/asphalt. The Seller will provide technical assistance and advice to the Buyer, but will not be responsible for Buyer's site, subsoil conditions, or anchorage system. Seller is not responsible for permits or licenses, nor for State, Federal, County, City, or other local codes, zoning, and/or regulations and compliance-related thereto.

10-a. The Buyer acknowledges that if site preparation is not completed, before the arrival of the Seller's installation team, to the exact specification supplied by the Seller, the buyer can be charged an additional full-priced installation and delivery fee, to install at a later date. Site preparation assessment is by Seller's installation project/team/manager, in their sole and absolute discretion. Any change in delivery or installation dates may result in a storage fee equal to or greater than \$500 per month, per field, to be accrued every 30 days the project remains delayed, and/or a \$1,000 a day charge per installer, to be accrued every day the project remains delayed, if the Seller's install team waits locally, for site preparation to be completed to specifications. The Buyer understands this will result in a rebooking of associated delivery and installation dates previously set forth by the Seller, according to Seller's future availability.

11. Goods may not be returned except by the written permission of an authorized Corporate Officer of Seller. Goods returned without prior authorization shall be at Buyer's risk and expense with no obligation by Seller. Seller is not responsible for rework, repairs, or modifications of the Goods without advance written agreement.

12. Seller will not be responsible for nor accept any costs incurred through field service, rework, repair, and/or modification or alteration of its Goods without prior written authorization by Seller. Seller's warranty in paragraph 9 hereof is conditioned and contingent on Buyer's adoption of a written maintenance and service plan. In the event, the Goods or their components are disassembled and stored on a seasonal basis, said disassembly and storage shall be in accordance with the Original Manufacturer's warranty and Installation, Operations, and Maintenance Instructions. Responsibility for the Goods after disassembly and during storage is solely that of the Buyer.

13. If any Goods shall be manufactured or sold by Seller to meet Buyer's specifications or requirements and are not a part of Seller's standard product offering, Buyer agrees to indemnify and save harmless Seller from any and all damages, and for claims and demands for actual or alleged infringement of any United States or foreign patents because of such Goods.

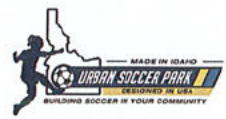


14. Buyer shall indemnify and hold Seller harmless of any and all claims arising out of the use of Seller's product.

15. Buyer acknowledges that any product modifications or customization requested after the initial deposit is paid, causes the production period to reset. The Buyer understands this may result in a change of associated delivery and installation dates previously set forth by the Seller.

16. Buyer acknowledges that any requested change in delivery or installation dates made within 120 days of planned deployment may result in a storage fee equal to or greater than \$500 per month, per field, to be accrued every 30 days the project remains delayed.

17. Any controversy or claim arising out of or relating to payment, Buyer and Seller's Contract, including these Terms and Conditions of Sale, or any other matter, shall be settled exclusively in Ada County Idaho Circuit Court, or at Seller's option, by arbitration administered by the American Arbitration Association (AAA) under its Construction Industry Arbitration Rules in Ada County, Idaho, and Buyer hereby waives any appeal from the arbitration award and consents to the confirmation and entry of judgment thereon with or without notice in any court having jurisdiction over either Buyer or Seller. Buyer and Seller agree to use the Fast Track Procedures provided for by AAA Rules and Procedures and to be governed by the laws of the State of Idaho.



The Buyer referenced above authorizes Soccer Park, LLC to proceed with this Order per this quotation and Terms and Conditions of Sale incorporated herein. Upon acceptance of this Order by Soccer Park, LLC, this Buyer's Acceptance is final and binding on Buyer. Soccer Park, LLC will do its best to meet your timeline, but ship dates are not guaranteed. Shipment is estimated at 120 days from Soccer Park, LLC release to production.

Calwa Recreation

AGREED TO AND ACCEPTED:

CalWa Recreation

J [REDACTED]



CSDA



PREPARED BY CSDA FINANCE CORPORATION

DATE: May 6, 2022

PROPOSED LEASE PURCHASE FOR: Calwa Recreation and Park District

RE: Soccer Complex

NOTE: TERMS ARE BASED UPON LEASE BEING BANK QUALIFIED

Purchase Option amount is exclusive of the rental payment due on same date.

Interest rate quote is valid for an acceptance within 15 days and lease funding within 60 days.

Documentation Fee: \$7,500 (included in financing amount)

Payments: Annually in arrears	Financing Amount \$182,500	Interest Rate 4.50%	Term 10 Years
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PMT #	Due Date	Rent Payment	To Principal	To Interest	Purchase Option
1		\$23,064.13	\$14,851.63	8,212.50	
2		23,064.13	15,519.95	7,544.18	
3		23,064.13	16,218.35	6,845.78	
4		23,064.13	16,948.18	6,115.95	
5		23,064.13	17,710.84	5,353.29	101,251.05
6		23,064.13	18,507.83	4,556.30	82,743.22
7		23,064.13	19,340.69	3,723.44	63,402.53
8		23,064.13	20,211.02	2,853.11	43,191.51
9		23,064.13	21,120.51	1,943.62	22,071.00
10		23,064.13	22,071.00	993.13	0.00

TOTALS:	<u>\$230,641.30</u>	<u>\$182,500.00</u>	<u>\$48,141.30</u>
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Approved and agreed to: Calwa Recreation and Park District

By: _____

Date: _____

Title: _____