

For the Meeting of: 02/21/2023

Agenda Item No.: D-1

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

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**TO:** Board of Directors

**FROM:** District Administrator, Adam Ramos

**SUBJECT:** Minutes of the Regular Meeting held on January 31, 2023.

**RECOMMENDATION:**

That the Board approve the minutes for date January 31, 2023.

**SUMMARY:**

Meeting minutes are provided for each regular meeting. Detailed minutes are provided in the agendas with the minutes or notes attached with this report.

**REASON FOR RECOMMENDATION:**

To have monthly agenda minutes certified.

**FISCAL IMPACT:**

There is no fiscal impact resulting from this report.

Attachments:

- Regular Meeting Minutes for January 31, 2023.



**CALWA RECREATION & PARK DISTRICT  
MEETING AGENDA**

[www.calwarecreation.org](http://www.calwarecreation.org)

**REGULAR BOARD MEETING  
NOTICE AND AGENDA**

**January 31, 2023**

**4545 E. Church Ave, Fresno CA 93725**

**5:30pm**

**(MINUTES)**

**BOARD CHAIRPERSON**

Esmeralda Zamora, Chair **PRESENT**

**DISTRICT ADMINISTRATOR**

Adam Ramos **PRESENT**

**BOARD VICE CHAIR**

Raul Guerra Vice Chair **ABSENT**

**DISTRICT COUNSEL**

Hilda Cantú Montoy **PRESENT**

**BOARD MEMBERS**

Joseph Perez, Board Member **PRESENT**

Laura Garcia, Board Member **PRESENT**

Mary L. Rosales, Board Member **PRESENT**

THE BOARD OF DIRECTORS HAS RESUMED MEETINGS IN PERSON. Members of the public may attend the meeting or participate per the Zoom information below. The Board welcomes you to its meetings and encourages you to participate at the meeting or via Zoom. This agenda contains a brief general description of each item that will be considered by the Board. All persons who call in or who attend the meeting are asked to silence pagers, cell phones, and other devices that may disrupt the Board meeting. The Board may consider and act on an agenda item in any order it deems appropriate.

**CALL TO ORDER AND ROLL CALL**

**Call to order time was: 5:31pm**

**Roll Call:**

**Esmeralda Zamora: Present**

**Mary Rosales: Present**

**Raul Guerra: Absent**

**Laura Garcia: Present**

**Joseph Perez: Present**

**A. INVOCATION AND FLAG SALUTE**

Invocation and Flag Salute were both lead by Director Rosales.

**B. APPROVAL OF AGENDA**

Agenda was approved with a 1<sup>st</sup> from Director Zamora and 2<sup>nd</sup> from Director Rosales. All in favor vote casted 4 yes, 0 no, 1 abstain.

Director Zamora did have F 3. moved to the front of the agenda.

**C. PUBLIC COMMENTS**

Members of the public who wish to address the Board on an item that is not on the agenda may do so now. Members of the public wishing to address the District on an agenda item may do so when the agenda 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 public comments were present in person.**

#### **D. CONSENT CALENDAR**

**Director Perez motioned to bring back meetings to in person only and no longer use the Zoom or Conference Calling services, and approve Consent Calendar without item D3. Director Zamora 1<sup>st</sup> motioned, 2<sup>nd</sup> motion was Director Rosales, all in favor vote casted: 4 yes, 0 no, 1 abstain/absent.**

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

1.     SUBJECT: Minutes of the Regular Meeting held on December 13, 2022.  
RECOMMENDATION: That the Board approve the minutes.
2.     SUBJECT: Bank Account Information (all accounts)  
RECOMMENDATION: That the Board accept the report.
3.     SUBJECT: Remote City Council Meetings Under New Brown Act Requirements (AB 361).  
RECOMMENDATION: It is recommended that it adopt Resolution No. 2023-1 Reauthorizing Remote Teleconference Public Meetings by the Board of in Accordance with Assembly Bill 361.

#### **E. UNFINISHED BUSINESS**

1.     SUBJECT: Six Month Financial Evaluation of District Finances for Fiscal Year 2022-2023.  
RECOMMENDATION: That the Board receive report, discuss, and provide direction, if needed.

**DA presented information for the full 6 month after the full half FY year. Were still under budget for EE costs close to \$10K under the cap. Electrical inflated over \$5K, DA presented that more lights equal more safety for the park and staff have been trained to illuminate areas where there's no people using use. Every other item is under budget and internet was discussed that ATT took awhile to drop the services and process Districts requests. Operations costs saved are \$28,592, as of now if you add that number to EE costs we are \$38K underneath the cap of the budget.**

**F. NEW BUSINESS**

1. SUBJECT: Approval of State of California Capita Grant Program Contracts.

RECOMMENDATION: That the Board receive report and approve State of California Capita Grant Program Contracts.

**Needed to readminister new dates for the contracts with extensions for more years, to approve the new amended agreement. Money is for the soccer complex project. Director Rosales: why is the year 2018, answer was found to be that was the year they opened the window of the grant applicants. Joseph Perez stated that signing this just confirms that we are agreeing to the funds, I know we had discussions on the walk way and projects. Counsel stated that we will have access to the funds and the sooner the better we have the project done it will be easier.**

**1<sup>st</sup> motion: Joseph Perez**

**2<sup>nd</sup> motion: Mary Rosales**

**All in favor casted: 4 yes, 1 abstain/absent, 0 no.**

2. SUBJECT: Approval of Field Use Contract with Southeast Fresno Youth Soccer League.

RECOMMENDATION: That the Board receive report and approve agreement with Southeast Fresno Youth Soccer League.

**DA presented a new agreement with the soccer league. Positive relationship and DA recommended renewal. Director Perez what is for their contract, DA replied \$375 per month for the two fields 2-3. DA stated they provide new netting and other amenities to the park. Director Garcia stated that there may have been issues from Field 1 use through Director Guerra, DA stated that all is known is that teams are maybe trying to "steal" players from other teams or teams use fields that are rented out and the renters let staff and those teams know that they are rented. Director Perez stated that he will motion but wants to note that in the future costs are increasing and may want to increase the fees for future agreements. Director Garcia asked if Calwa Resident are still receiving the discounts, DA stated that its in the agreement approved of their board.**

**1<sup>st</sup> motion: Director Perez**

**2<sup>nd</sup> motion: Director Rosales**

**All in favor vote enacted: 4 yes, 1 abstain/absent, 0 no.**

3. SUBJECT: Swimming Pool Project.

RECOMMENDATION: That the Board receive report and authorize the District Administrator and General Counsel to proceed with causing the preparation and issuance of a Request for Proposals from architects to evaluate the pool footprint and prepare blueprint for existing facility including but not limited to showers, restrooms, fencing, and access.

**District Counsel presented the RFP issuance for the preparation of updated blueprints and prepare axillary parts of the pool in accordance with the County of Fresno's ARPA funding requirement. RFP will give a 30-day response period, and whatever proposals received DA and Legal Counsel will evaluate and come back to the Board with a recommendation for final approval. Counsel stated they would be able to create 80% of the RFP and would need to consult with companies, consultants regarding the completion of the RFP. This will cost some money and need to know where the District stands, once blueprints prepared then a notice to invite construction bids, and that's when you'll know if it'll be very expensive. When we get those results we will come to the bid, it could be everything works out and we get reasonable bids, the reality is that the bids could be very high and could exceed the budget with what we have now and what the county is offering. It still better to know the costs than not to know, if for some reasons if prohibited then the District would state that we would need to go to the county and see if we can do something else with those monies and file an amendment to the grant award-worst case scenario. Another thing asked of the County if we can use the money from the County grant to pay for the consultation services. Director Perez asked: So that would be able to know just this is what were asking for? Counsel responded yes, that's correct. Director Perez: "someone that come in and finish the entire project and as whole after the RFP for the blueprints." Counsel stated that yes, we don't want to break up the project and have different companies. Director Perez stated that he would like to approve, Item F3, for the preparation of the RFP for the pool footprint. Director Perez stated that RFP should have been done in October or December of last year.**

**1<sup>st</sup> Motion: Director Perez**

**2<sup>nd</sup> Motion: Chair Zamora.**

**All if favor vote casted: 4 yes, 1 abstain/absent, 0 no.**

#### **G. DISTRICT ADMINISTRATOR'S REPORT**

1. SUBJECT: Informational report on COVID 19, Prop 68 Project, Employee Christmas Celebration Report and other information, other.

RECOMMENDATION: That the Board receive report, discuss, and provide

direction, if needed.

**DA stated that new biweekly dates need to be established and updated Board on the timeline for the Prop 68 project. Reviewed Christmas report. Director Perez stated about the Prop 68, he stated that storing equipment in the parking lot and the electrical box will be altered but now its only to be given a transformer, mentioned mulberry trees removals. Director Perez stated that they said one thing and one other thing happens. Provided additional information.**

#### **H. Director Communications/Agenda Items**

*This portion of the meeting is reserved for the Directors (i) to make brief reports on boards, committees, and other public agencies, and at public events, (ii) to initiate new matters and to request updates, (iii) and to initiate new agenda items. Under this section the Board may take action only on items specifically agendaized and which meet other requirements for actions.*

**I. CLOSED SESSION**

None

**J. REPORT OF FINAL ACTIONS TAKEN IN CLOSED SESSION, IF ANY**

**K. ADJOURNMENT**

**Meeting is adjourned at 6:21pm**

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](mailto:info@calwarecreation.org). The agenda packet is posted at [www.calwarecreation.org](http://www.calwarecreation.org).

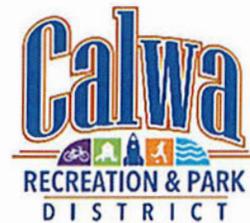
**NEXT REGULAR MEETING: February 21, 2023.**

**Certification of Posting**

State of California

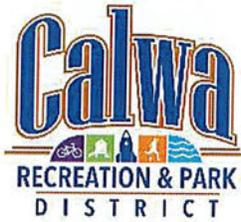
County of Fresno

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](http://www.calwarecreation.org) on January 13, 2022.

*Adam J. Ramos*



For the Meeting of: 2/21/2023  
Agenda Item No.: D-2

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

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**TO:** Board of Directors

**FROM:** District Administrator, Adam Ramos

**SUBJECT:** Bank Account Information (all accounts)

**RECOMMENDATION:**

That the Board receive report on District finances for all accounts for the month of January.

**SUMMARY:**

District maintains three accounts: payroll, revenue, and county. Transparency for all accounts and all transactions are provided in this report.

**REASON FOR RECOMMENDATION:**

Inform Board on current District finances for all accounts.

**FISCAL IMPACT:**

There is no fiscal impact resulting from this report.

Attachments:

- Fresno County Account Document
- Reconciliation of PR and REV Accounts
- Detailed Report of PR and REV Accounts
- Detailed Report of Expenses and Revenue for the Month of January



For the Meeting of: 2/21/2023

Agenda Item No.: D-2

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

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Account	Total
Fresno County	\$731,010.95
BOW REV	\$37,239.49
BOW PR	\$7,645.63
RESTRICTED FUNDS (POOL DONATED FUNDS)	-\$88,758.46
<b>TOTALS</b>	<b>\$687,137.61</b>

12:24 PM

02/09/23

**Calwa Recreation and Park District**  
**Reconciliation Summary**  
Bank of the West Payroll, Period Ending 01/31/2023

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	<u>Jan 31, 23</u>
Beginning Balance	8,575.94
Cleared Transactions	
Checks and Payments - 13 items	-22,710.88
Deposits and Credits - 1 item	20,000.00
Total Cleared Transactions	<u>-2,710.88</u>
Cleared Balance	<u>5,865.06</u>
Register Balance as of 01/31/2023	5,865.06
Ending Balance	5,865.06

**Calwa Recreation and Park District**  
**Reconciliation Detail**  
**Bank of the West Payroll, Period Ending 01/31/2023**

Type	Date	Num	Name	Clr	Amount	Balance
<b>Beginning Balance</b>						8,575.94
<b>Cleared Transactions</b>						
<b>Checks and Payments - 13 items</b>						
Check	01/04/2023		ADP	X	-4,891.13	-4,891.13
Check	01/04/2023		ADP	X	-1,806.24	-6,697.37
Check	01/06/2023		Saide Alvarado	X	-583.51	-7,280.88
Check	01/06/2023		Ulysses S. Grant	X	-551.94	-7,832.82
Check	01/13/2023		ADP	X	-84.03	-7,916.85
Check	01/18/2023		ADP	X	-4,543.34	-12,460.19
Check	01/18/2023		ADP	X	-1,899.97	-14,360.16
Check	01/18/2023		Raul Guerra	X	-179.23	-14,539.39
Check	01/20/2023		Ulysses S. Grant	X	-907.24	-15,446.63
Check	01/20/2023		Saide Alvarado	X	-779.02	-16,225.65
Check	01/27/2023		ADP	X	-84.03	-16,309.68
Check	01/31/2023		ADP	X	-4,544.38	-20,854.06
Check	01/31/2023		ADP	X	-1,856.82	-22,710.88
<b>Total Checks and Payments</b>					<b>-22,710.88</b>	<b>-22,710.88</b>
<b>Deposits and Credits - 1 item</b>						
Deposit	01/13/2023		Payroll Transfer	X	20,000.00	20,000.00
<b>Total Deposits and Credits</b>					<b>20,000.00</b>	<b>20,000.00</b>
<b>Total Cleared Transactions</b>					<b>-2,710.88</b>	<b>-2,710.88</b>
<b>Cleared Balance</b>					<b>-2,710.88</b>	<b>5,865.06</b>
<b>Register Balance as of 01/31/2023</b>					<b>-2,710.88</b>	<b>5,865.06</b>
<b>Ending Balance</b>					<b>-2,710.88</b>	<b>5,865.06</b>

Date	Check No.	Description	Category	Sub Category	Type	Memo	Debit	Credit	Balance
1/31/2023		DIRECTDEBIT ADP WAGE PAY WAGE PA [REDACTED] 28640JIG CCD	Uncategorized	Uncategorized	DIRECTDEBIT		-4544.38		\$5,865.06
1/31/2023		DIRECTDEBIT ADP Tax ADP Tax [REDACTED] CCD	Uncategorized	Uncategorized	DIRECTDEBIT		-1856.82		\$10,409.44
1/27/2023		DIRECTDEBIT ADP PAYROLL FEES ADP FEES 012723 778087111904R02 CCD	Uncategorized	Uncategorized	DIRECTDEBIT		-84.03		\$12,266.26
1/20/2023		1 CHECK UG EE SALARIES	Uncategorized	Uncategorized	CHECK		-907.24		\$12,350.29
1/20/2023		0 CHECK-SA EE SALARIES	Uncategorized	Uncategorized	CHECK		-779.02		\$13,257.53
1/18/2023		DIRECTDEBIT ADP WAGE PAY WAGE PAY 011823 395088336619JIG CCD	Uncategorized	Uncategorized	DIRECTDEBIT		-4543.34		\$14,036.55
1/18/2023		DIRECTDEBIT ADP Tax ADP Tax 011823 RRJIG 011702A01 CCD	Uncategorized	Uncategorized	DIRECTDEBIT		-1899.97		\$18,579.89
1/18/2023		6 CHECK-DIRECTOR STIPENDS	Uncategorized	Uncategorized	CHECK		-179.23		\$20,479.86
1/13/2023		DIRECTDEBIT ADP PAYROLL FEES ADP FEES 011323 390087259400R02 CCD	Uncategorized	Uncategorized	DIRECTDEBIT		-84.03	20000	\$20,659.09
1/13/2023		XFER FROM CHECKING ACC [REDACTED] - IN PERSON	Uncategorized	Uncategorized	XFER				\$20,743.12
1/6/2023		9 CHECK-UG EE SALARIES	Uncategorized	Uncategorized	CHECK		-551.94		\$743.12
1/6/2023		8 CHECK-SA EE SALARIES	Uncategorized	Uncategorized	CHECK		-583.51		\$1,295.06
1/4/2023		DIRECTDEBIT ADP WAGE PAY WAGE PAY 010423 RRJIG 010301A01 CCD	Uncategorized	Uncategorized	DIRECTDEBIT		-4891.13		\$1,878.57
1/4/2023		DIRECTDEBIT ADP Tax ADP Tax 010423 RRJIG 010301A01 CCD	Uncategorized	Uncategorized	DIRECTDEBIT		-1806.24		\$6,769.70



MONTHLY GENERAL LEDGER TRIAL BALANCE

Fiscal Year 2023  
Through Period 7

Fund: 4660  
Calwa Park And Recreation Dist  
Subclass: 10000  
General Subclass

	Beginning Balance	Year-to-Date	Transaction	Current	
	Debit Accts	Debits	Credits	Accts	Credit Accts
Cash In Treasury	800,742.87	0.00	69,731.92	731,010.95	0.00
Interest Receivable	2,574.21	0.00	2,574.21	0.00	0.00
Due To Other Governmental	0.00	0.00	0.00	0.00	1,619,309.92
Fiduciary Closing	0.00	0.00	0.00	0.00	2,686,110.33
Fund Balance - Unassigned	0.00	280,000.00	0.00	0.00	-3,782,103.17
RDA ABX1 26 Property Tax	0.00	0.00	29,515.88	0.00	29,515.88
Recev Tax Increm Reimb	0.00	0.00	17,376.00	0.00	17,376.00
Property Taxes-Current Sec	0.00	0.00	151,367.33	0.00	151,367.33
Suppl-Current Secured	0.00	0.00	4,586.49	0.00	4,586.49
Property Taxes-Curr Unsec	0.00	0.00	575.19	0.00	575.19
Interest	0.00	0.00	2,931.45	0.00	2,931.45
State-I/L Homeowners Prop	0.00	0.00	1,341.53	0.00	1,341.53
SUB CLASS TOTAL	803,317.08	280,000.00	280,000.00	731,010.95	731,010.95

Fund:	Calwa Park and Recreation Dist	Debit Accts	Beginning Balance Credit Accts	Year-to-Date Transaction Debits	Credits	Current Balances Debits Accts	Credit Accts
Subclass: 10000							
General Subclass							
<b>GRAND TOTALS</b>		803,317.08	803,317.08	280,000.00	280,000.00	731,010.95	731,010.95

End of Report

1:03 PM

02/16/23

**Calwa Recreation and Park District**  
**Reconciliation Summary**  
Bank of West NEW REV ...08, Period Ending 01/31/2023

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	Jan 31, 23
Beginning Balance	-11,949.80
Cleared Transactions	
Checks and Payments - 44 items	-33,231.51
Deposits and Credits - 3 items	97,095.00
Total Cleared Transactions	63,863.49
Cleared Balance	<u>51,913.69</u>
Uncleared Transactions	
Deposits and Credits - 1 item	0.00
Total Uncleared Transactions	0.00
Register Balance as of 01/31/2023	<u>51,913.69</u>
Ending Balance	51,913.69

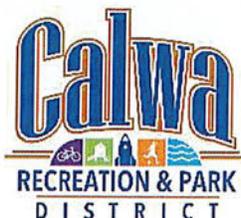
## Calwa Recreation and Park District Reconciliation Detail

Bank of West NEW REV ...08, Period Ending 01/31/2023

Type	Date	Num	Name	Clr	Amount	Balance
<b>Beginning Balance</b>						-11,949.80
<b>Cleared Transactions</b>						
<b>Checks and Payments - 44 items</b>						
Check	01/03/2023		Grizzly Electric	X	-1,950.00	-1,950.00
Check	01/03/2023		Streamline	X	-75.00	-2,025.00
Check	01/04/2023		Mid Valley Disposal	X	-272.80	-2,297.80
Check	01/04/2023		Leasedirect Payment	X	-146.82	-2,444.62
Check	01/04/2023		Terminix	X	-66.60	-2,511.22
Check	01/05/2023		Ameriguard Security...	X	-51.99	-2,563.21
Check	01/06/2023		Power Business Tec...	X	-10.44	-2,573.65
Check	01/09/2023		Amazon	X	-17.73	-2,591.38
Check	01/10/2023		Montoy Law Corpora...	X	-960.00	-3,551.38
Check	01/10/2023		Jeff Pfeiffer	X	-550.00	-4,101.38
Check	01/10/2023		Central Sanitary Sup...	X	-263.63	-4,365.01
Check	01/10/2023		The Home Depot	X	-204.05	-4,569.06
Check	01/10/2023		Starlink	X	-110.00	-4,679.06
Check	01/10/2023		Verizon Wireless	X	-71.27	-4,750.33
Check	01/10/2023		Sherwin Williams	X	-29.24	-4,779.57
Check	01/11/2023		Hall Deposit Refund	X	-200.00	-4,979.57
Check	01/11/2023		Office Depot	X	-35.84	-5,015.41
Check	01/12/2023		PG and E	X	-2,594.63	-7,610.04
Check	01/12/2023		Employee Reimburs...	X	-410.00	-8,020.04
Deposit	01/13/2023		Payroll Transfer	X	-20,000.00	-28,020.04
Check	01/16/2023		The Home Depot	X	-253.96	-28,274.00
Check	01/17/2023		Arco	X	-27.89	-28,301.89
Check	01/18/2023		Lighting Loan-De La...	X	-1,955.72	-30,257.61
Check	01/18/2023		Nelson Plumbing	X	-225.00	-30,482.61
Check	01/18/2023		Amazon	X	-84.50	-30,567.11
Check	01/19/2023		Alert Medical Training	X	-60.00	-30,627.11
Check	01/20/2023		AT and T	X	-272.22	-30,899.33
Check	01/20/2023		Grainger.com	X	-157.91	-31,057.24
Check	01/20/2023		Alert Medical Training	X	-60.00	-31,117.24
Check	01/20/2023		The Home Depot	X	-34.62	-31,151.86
Check	01/23/2023		The Home Depot	X	-66.94	-31,218.80
Check	01/23/2023		The Home Depot	X	-23.62	-31,242.42
Check	01/23/2023		Canva	X	-12.99	-31,255.41
Check	01/24/2023		Amazon	X	-23.83	-31,279.24
Check	01/25/2023		Unifirst	X	-184.90	-31,464.14
Check	01/25/2023		Amazon	X	-93.57	-31,557.71
Check	01/25/2023		Amazon	X	-10.82	-31,568.53
Check	01/26/2023		City of Fresno	X	-270.40	-31,838.93
Check	01/27/2023		Revolve LED LLC	X	-1,281.42	-33,120.35
Check	01/27/2023		Zoom Video Commu...	X	-14.99	-33,135.34
Check	01/27/2023		Adobe	X	-14.99	-33,150.33
Check	01/30/2023		Amazon	X	-16.19	-33,166.52
Check	01/31/2023		Canva	X	-57.00	-33,223.52
Check	01/31/2023		Amigos Market	X	-7.99	-33,231.51
<b>Total Checks and Payments</b>					-33,231.51	-33,231.51
<b>Deposits and Credits - 3 items</b>						
Deposit	12/05/2022		CALWA RECREATI...	X	40,000.00	40,000.00
Deposit	01/10/2023		CALWA RECREATI...	X	7,095.00	47,095.00
Deposit	01/13/2023		CALWA RECREATI...	X	50,000.00	97,095.00
<b>Total Deposits and Credits</b>					97,095.00	97,095.00
<b>Total Cleared Transactions</b>					63,863.49	63,863.49
<b>Cleared Balance</b>					63,863.49	51,913.69

Date	Check No.	Description	Type	Memo	Debit	Credit	Balance
1/31/2023		POS 065557 AMIGOS FOOD MA FRESNO CA ##6024	POS		-7.99		\$51,913.69
1/31/2023		POS CANVA* 103681-28037421 CAMDEN DE ON 230131 #6024	POS		-57		\$51,921.68
1/30/2023		POS AMAZON PRIME*CV31849W3 AMZN.COM/BILL WA ON 230130 #6024	POS		-16.19		\$51,978.68
1/27/2023		POS ZOOM.US 888-799-9666 SAN JOSE CA ON 230127 #6024	POS		-14.99		\$51,994.87
1/27/2023		POS SP REVOLVE LED DULLUTH GA ON 230127 #6024	POS		-1281.42		\$52,009.86
1/27/2023		POS ADOBE *ACROPRO SUBS 4085366000 CA ON 230127 #6024	POS		-14.99		\$53,291.28
1/26/2023		DIRECTDEBIT CITY OF FRESNO ONLINE PMT 012623 CKF503215666POS WEB S	DIRECTDEBIT		-270.4		\$53,306.27
1/25/2023		POS UNIFIRST CORPORATION 978-658-8888 MA ON 230125 #6024	POS		-184.9		\$53,576.67
1/25/2023		POS 777445 AMAZON.COM*K18 SEATTLE WA ##6024	POS		-93.57		\$53,761.57
1/25/2023		POS 381353 AMAZON.COM*614 SEATTLE WA ##6024	POS		-10.82		\$53,855.14
1/24/2023		POS 294608 AMAZON.COM*EU7 SEATTLE WA ##6024	POS		-23.83		\$53,865.96
1/23/2023		POS 774701 THE HOME DEPOT 10 FRESNO CA ##6024	POS		-66.94		\$53,889.79
1/23/2023		POS CANVA* 103674-1386870 CAMDEN DE ON 230123 #6024	POS		-12.99		\$53,956.73
1/23/2023		POS HOMEDEPOT.COM 800-430-3376 GA ON 230122 #6024	POS		-23.62		\$53,969.72
1/20/2023		POS GRAINGER 877-2022594 IL ON 230120 #6024	POS		-157.91		\$53,993.34
1/20/2023		POS ATT*CONS PHONE PMT 800-288-2020 TX ON 230120 #6024	POS		-272.22		\$54,151.25
1/20/2023		POS THE HOME DEPOT #1086 FRESNO CA ON 230120 #6024	POS		-34.62		\$54,423.47
1/20/2023		POS ALERT MEDICAL TRAINING CLOVIS CA ON 230120 #6024	POS		-60		\$54,458.09
1/19/2023		POS 103501 THE HOME DEPOT 10 FRESNO CA ##6024	POS		-253.96		\$54,518.09
1/19/2023		POS ALERT MEDICAL TRAINING CLOVIS CA ON 230119 #6024	POS		-60		\$54,772.05
1/18/2023		DIRECTDEBIT LEASE DIRECT WEB PAY 011823 78352110 CCD	DIRECTDEBIT		-1955.72		\$54,832.05
1/18/2023		POS 527357 AMAZON.COM*FZ6 SEATTLE WA ##6024	POS		-84.5		\$56,787.77
1/18/2023		POS NELSON PLUMBING CLOVIS CA ON 230118 #6024	POS		-225		\$56,872.27
1/17/2023		DEBIT PREVIOUS PERIOD ACTIVITY RESULTED IN MONTHLY SERVICE CHARGE	DEBIT		-25		\$57,097.27
1/17/2023		POS 150608 ARCO #470200 AMP FRESNO CA ##6024	POS		-27.89		\$57,122.27
1/17/2023		CREDIT VALUED CUSTOMER MONTHLY SERVICE CHARGE REBATE	CREDIT			25	\$57,150.16
1/13/2023		XFER TO CHECKING ACCT # 097-005854 - IN PERSON	XFER		-20000		\$57,125.16
1/13/2023		DEP	DEP			50000	\$77,125.16
1/12/2023		DIRECTDEBIT PGANDE WEB ONLINE [REDACTED] WEB S	DIRECTDEBIT		-2594.63		\$77,125.16
1/12/2023		CHECK-EE Reimbursement	CHECK		-410		\$29,719.79
1/11/2023		CHECK-Hall Deposit Refund	CHECK		-200		\$30,129.79
1/11/2023		POS OFFICE DEPOT #945 800-463-3768 CA ON 230111 #6024	POS		-35.84		\$30,329.79
1/10/2023		DIRECTDEBIT MONTROY LAW CORPO ONLINE PMT 011023 CKF503215666POS WEB S	DIRECTDEBIT		-960		\$30,365.63
1/10/2023		DIRECTDEBIT JEFF PEIFFER ONLINE PMT 011023 CKF503215666POS WEB S	DIRECTDEBIT		-550		\$31,325.63
1/10/2023		DIRECTDEBIT CENTRAL SANITARY ONLINE PMT 011023 CKF503215666POS WEB S	DIRECTDEBIT		-263.63		\$31,875.63
1/10/2023		DIRECTDEBIT THE HOME DEPOT R ONLINE PMT 011023 CKF503215666POS WEB S	DIRECTDEBIT		-204.05		\$32,139.26
1/10/2023		DIRECTDEBIT VERIZON ONLINE PMT 011023 CKF503215666POS WEB S	DIRECTDEBIT		-71.27		\$32,343.31
1/10/2023		POS 019583 SHERWIN WILLIAMS FRESNO CA ##6024	POS		-29.24		\$32,414.58
1/10/2023		POS STARLINK INTERNET 310-6828100 CA ON 230110 #6024	POS		-110		\$32,443.82
1/10/2023		DEP	DEP			7095	\$32,553.82
1/9/2023		POS 853332 AMAZON.COM*H38 SEATTLE WA ##6024	POS		-17.73		\$25,458.82
1/6/2023		POS POWER BUSINESS TECHNOL.AR@POWERCOPIE CA ON 230106 #6024	POS		-10.44		\$25,476.55

1/5/2023		POS AMERIGUARD SEC. SYSTEM FRESNO CA ON 230105 #6024	POS		-51.99		\$25,486.99
1/4/2023		DIRECTDEBIT MIDVALLEY DISP REFUSE SVC 010423 15675500 PPD S	DIRECTDEBIT		-272.8		\$25,538.98
1/4/2023		DIRECTDEBIT LEASE DIRECT WEB PAY 010423 78391928 CCD	DIRECTDEBIT		-146.82		\$25,811.78
1/4/2023		DIRECTDEBIT TERMINIX CHECKS 010223 2301020000002 PPD S	DIRECTDEBIT		-66.6		\$25,958.60
1/3/2023		DIRECTDEBIT GETSTREAMLINE.CO GETSTREAMLINE.CO 010323 ST-Y4R7E8X4X802 CCD	DIRECTDEBIT		-75		\$26,025.20
1/3/2023		CHECK-Grizzly Electric Services	CHECK		-1950		\$26,100.20



For the Meeting of: 02/21/2023  
Agenda Item No.: F-1

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

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**TO:** Board of Directors

**FROM:** District Administrator, Adam Ramos

**SUBJECT:** Extraction Well Water Fill Station Program

**RECOMMENDATION:**

That the Board receive report, discuss, and approve City of Fresno Extract Water Well Application and Agreement for Commercial Users.

**SUMMARY:**

The District has acquired high watering costs for the green spaces of the park, due to this financial strain on the District budget Directors have inquired about possible alternatives to decrease water costs during the high water use months of Spring and Summer. DA researched wells, untreated water, etc...through the City of Fresno but due to Districts and surrounding water infrastructure, bringing untreated water to the park through the current water system is not an option. The best option for the District, as a trial, will be to enroll in the Extraction Well Water Fill Station Program through the City of Fresno. This program will allow the District to bring water tanks or "totes" to a fill station where we can fill our water tanks with up to 300 gallons of FREE untreated water. The tanks/totes must have in large visible lettering "**NON-POTABLE WATER/DO NOT DRINK**" and we would need to purchase tanks which have an estimated cost of \$75-\$150. The District would also need to consider purchasing a company District truck which is highly needed for the Maintenance Department overall. Reliance on DA vehicle is a limited option and liability to District. The way we would transfer the water is with the use of a truck (we can rent/purchase) and the District trailer which we currently own. District may also increase gasoline costs depending on the frequency of trips for water demand/use.

**REASON FOR RECOMMENDATION:**

To reduce District costs on water during spring and summer months.

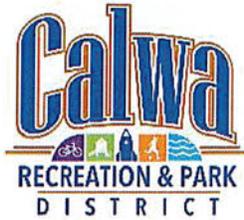
**FISCAL IMPACT:**

Purchase of vehicle/truck: Estimated Costs: \$15K-\$35K

Purchase of water tanks/totes: Estimated Costs: (4) \$75-\$125=\$300-\$500

Purchase of additional gasoline monthly: \$100/month

Overall Investments:



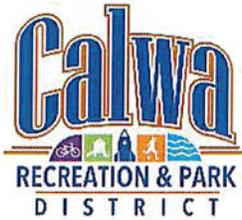
For the Meeting of: 02/21/2023  
Agenda Item No.: F-1

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

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Attachments:

- Image of tote/tank 300–350-gallon totes (in report)
- Extraction Well Water Fill Station Program Details
- Extraction Well Water Fill Station Program Application
- District Purchasing Truck Option
- District Watering Costs from 07/2021-12-2021 and 07/2022-Present
- District Watering Use Per Billing Cycle 2022-Present

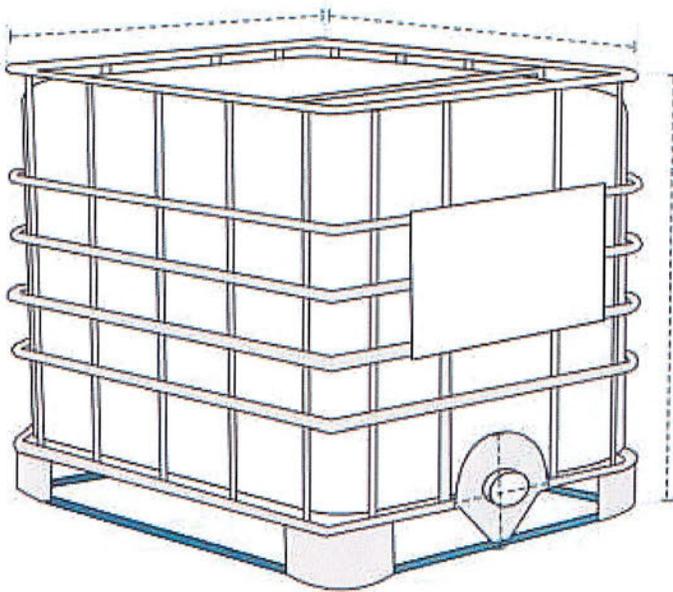


For the Meeting of: 02/21/2023  
Agenda Item No.: F-1

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

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**IMAGE OF TOTE/TANK**



- The “**Extraction Well Water Fill Station**” program is a pilot program to provide free groundwater from the Fresno-Clovis Regional Wastewater Reclamation Facility (RWRf) for customers to reduce the use of drinking water for non-drinking uses.

- Extraction well water is water that percolates from disposal ponds where treated wastewater is filtered by the soil. This produces good quality water that is safe for non-drinking uses. It is safe for human contact, except for drinking. Extraction well water is not grey water.

- Eligible customers include residents from the cities of Fresno and Clovis and those residing in Fresno County with City water or sewer services.

- The water is suitable for:
  - ✓ Dust control and soil compaction
  - ✓ Washing vehicles and hard surfaces such as paths, walls and windows
  - ✓ Watering trees, lawns and gardens

- The water is not suitable for:
  - ✗ Drinking
  - ✗ Cooking, bathing, showering
  - ✗ Filling swimming pools, spas, water toys
  - ✗ Connecting it to the household drinking water plumbing or irrigation system.

- Residential customers may collect up to **300 gallons at a time** but they can return as often as they like. Customers that require more than 300 gallons at a time must complete a commercial application form.

- Customers are required to bring their own sealable tanks and label them with the words “**Non-potable water/Do not drink**”.

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## Extraction Well Water Fill Station Program

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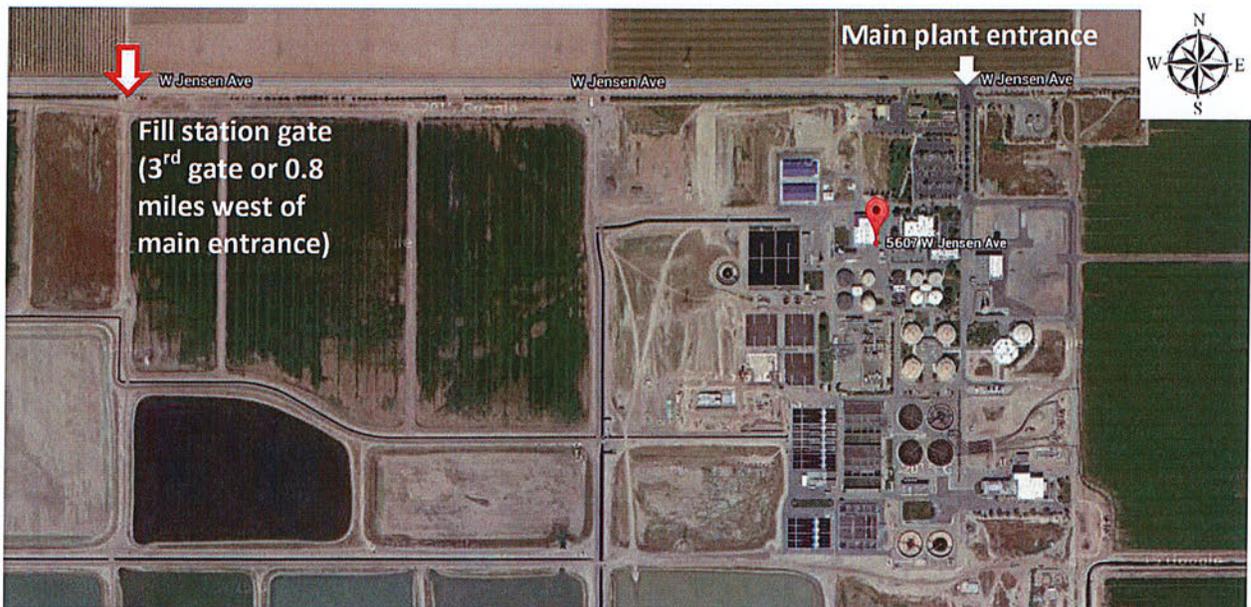
**Operating Hours:**  
**Monday – Sunday**  
**7:00 am – 7:00 pm**

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## Applications

- **Online:** Go to [www.fresno.gov](http://www.fresno.gov). In the top right hand column of the City's homepage, click on the "I WANT TO" link. Under 'Apply' or 'Request' click on the [Extraction Well Water Application](#) link.
- **Phone:** To obtain hard copies of the application, contact Carla Gonzalez at **621-5155**.
- Approved applicants will be contacted within 1-2 business days by phone and/or email to confirm a date and time when they can collect their badge, providing them access to the fill stations. Each new customer receives a map with directions to the fill station gate.
- All new signups will meet at the fill station gate, which is **0.8 miles west of the main plant entrance**. It is also the **3<sup>rd</sup> gate west of the main plant entrance**.



## For Additional Information

- Monday-Friday, 7:00 am – 3:30 pm (Reclamation Coordinator).....**621-5134**
- After Hours (Operations Control Center).....**621-5175**



**Extraction Well Water Use Application and Agreement for Commercial Customers**

**Customer Information**

**Customer Name:**

**Customer Street Address:**

**City:**

**Zip Code:**

**Customer Phone:**

**Customer's Representative:**

**Representative's Phone:**

**Email:**

**Vehicle Information**

Please provide the following information for all vehicles collecting extraction well water:

**1. Vehicle A License Plate Number:**

Does Vehicle A have valid insurance and registration?  Yes  No

What is the automobile insurance expiration date for Vehicle A?

**2. Vehicle B License Plate Number:**

Does Vehicle B have valid insurance and registration?  Yes  No

What is the automobile insurance expiration date for Vehicle B?

**3. Vehicle C License Plate Number:**

Does Vehicle C have valid insurance and registration?  Yes  No

What is the automobile insurance expiration date for Vehicle C?



## Extraction Well Water Use Information

From the list below, select all applicable uses of Extraction well water:

- Dust control
- Irrigation of trees, landscaping and gardens
- Vehicle Washing
- Soil compaction
- Washing of hard surfaces such as paths, walls, windows
- Other:

Specify the street address, City and zip code where extraction well water will be used:

- Location A:
- Location B:
- Location C:

## Frequently Asked Questions about Extraction Well Water

### 1. What is the Extraction Well Water Fill Station Program?

The "Extraction Well Water Fill Station" program is a pilot initiative to provide free groundwater from the Fresno-Clovis Regional Wastewater Reclamation Facility (RWRF) for commercial customers to offset the use of drinking water for non-drinking uses.

### 2. What is extraction well water and is it safe?

Extraction well water is water that percolates from disposal ponds where treated wastewater is placed. The soil provides additional filtration treatment resulting in good quality water that is safe for non-drinking uses. Extraction well water is safe for human contact, except for drinking.

### 3. What can I use extraction well water for?

Extraction well water can be used for watering trees, lawns and gardens. It can also be used for dust control, soil compaction, washing vehicles and hard surfaces such as paths, walls and windows.

### 4. What is extraction well water **NOT** suitable for?

It is not suitable for drinking, cooking or use in the kitchen, bathing or showering, filling swimming pools or spas, children's water toys and connecting it to the household domestic (drinking water) plumbing or irrigation system.

### 5. Do water use restrictions (conservation) apply to extraction well water?

No. Water use restrictions do not apply to extraction well water. However, it is a valuable resource and should not be wasted.

### 6. How much will extraction well water cost me?

The water is currently being provided at no cost.



**7. How much extraction well water can I pick up at a time?**

Commercial customers may collect 300 gallons or more per trip. **The City of Fresno is not liable for any damages to you or your vehicle(s) due to your participation in the commercial extraction well water fill station program.**

**8. Where and when can I use the Commercial Extraction Well Water Fill Station?**

The fill station is located at the RWRF, 5607 W. Jensen Avenue, Fresno, CA 93706. Hours of operation are Monday through Sunday, 7:00 am to 7:00 pm.

**Rules and Regulations of Extraction Well Water Use**

1. **DO NOT DRINK** extraction well water.
2. Extraction well water **shall not** be put into any piping or storage facility that has any connection to an on-site drinking water supply.
3. Distributor's vehicles used for bulk collection, transportation and distribution of extraction well water must have containers with capabilities of 300 gallons or greater.
4. Designated vehicles must have water tight valves and fittings, must not leak, and tanks must be cleaned of contaminants prior to use.
5. Hauling vehicles may be self-propelled or towed vehicles having an attached water tank, with or without pumps, hoses and accessory equipment for filling or distribution of extraction well water. Use of convertible trucks, dump trucks, or flat-bed trucks with detachable tanks is allowed if the tanks are securely attached.
6. Vehicles without a tank or detached tank are not approved for collecting extraction well water.
7. A truck or tank that has contained material from a septic tank or cesspool shall not be used to convey extraction well water.
8. Customers are required to label both sides of their water tanks with the words "**Non-potable water/Do not drink**" in letters of at least 4 inches in height. Labeling must be permanently attached to or painted on the vehicle and must be fully legible and visible at all times.

**Procedure to Obtain Extraction Well Water**

1. Read and understand the conditions of this Use Application/Agreement. Download and save the form to your Desktop. Type in your responses, Save, Print, and mail a signed form to the following address:

Attn: Reclamation Coordinator  
Fresno Clovis Regional Wastewater Reclamation Facility  
5607 W. Jensen Ave  
Fresno, CA 93706

A hard copy of the form can be mailed to you by calling (559) 621-5134.



*A Nationally Accredited Public Utility Agency*

2. Approved applicants will receive a brief one-on-one training on use requirements of extraction well water. Customers will be provided a badge to access the gate into the fill station site and activate the water supply. A City representative will direct participating customers to the fill station located inside the RWRF.
3. The badge holder is the primary party held accountable for accessing the fill station site. If the badge is misplaced or damaged, the primary badge holder shall pay \$25.00 to the Wastewater Management Division for a new badge.
4. All water tanks are required to be labeled with the words “**Non-potable water/Do not drink**”.
5. Access to the Commercial Extraction Well Water Fill Station is based on a first-come basis.
6. Haulers must ensure that tanks are sealed and secured for transport prior to leaving the facility.

**Certification Statement/Signature Section**

- By checking this box, I understand that our organization's officers, owners, personnel, employees, agents, contractors, invitees or volunteers desire to hold harmless the City of Fresno from any and all claims, lawsuits, demands, liability, monetary loss, property damage and/or injury arising out of our organization's connection with the collection, transportation and distribution of extraction well water.
- By checking this box, I understand that the information provided in this application is true and accurate to the best of my knowledge and agree to comply with the use requirements for extraction well water. Failure to comply with the conditions of this agreement may lead to termination of this agreement and the ability to obtain extraction well water from the commercial fill station.

Name:



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**Customer's Signature**

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**Date**



# 2019 Ram 1500 Classic Tradesman

**\$19,998\* | 75K miles**

**Car Available at**  
CarMax Bakersfield, CA

Stock 23664043  • VIN 3C6JR6AGOKG507687 



**17 city/25 hwy**

Miles per gallon

**6-cyl, Gas, 3.6L**

Engine

**Rear Wheel Drive**

Drive type

**Automatic**

Transmission

**6 ft**

Bed Length

**White/Gray**

Color

**None**

Prior Use

**2**

Keys

## Features

ABS Brakes

Air Conditioning

AM/FM Stereo

Automatic Transmission

Auxiliary Audio Input

Bluetooth Technology

Cruise Control

Heated Mirrors

Overhead Airbags

Power Locks

Power Mirrors

Power Windows

Rear View Camera

Satellite Radio Ready

Side Airbags

SiriusXM Trial Available

Tow Hitch

Traction Control

Vinyl Seats

## Specifications

Torque (ft-lbs)

269 torque@4175rpm

Horsepower

305 horsepower@6400rpm

Fuel Capacity

26 gal

Dimensions

209" L x 79.4" W x 74.6" H

Wheelbase

120"

Front Tire Size (standard)

P265/70SR17

Driver Leg Room

41"

Driver Head Room

39.9"

Curb Weight

4,520 lbs

Towing Capacity (Max)

5,020/5,020 lbs

\*Price excludes government fees and taxes, any finance charges, \$85 CarMax document processing charge (not required by law), any electronic filing charge, and any emission testing charge. Price assumes that final purchase will be made in the State of CA, unless vehicle is non-transferable. Vehicle subject to prior sale. Applicable transfer fees are due in advance of vehicle delivery and are separate from sales transactions. See store for written details. We make every effort to provide accurate information, but please verify before purchasing.

07/2021 - 12/2021

Calwa Recreation and Park District  
**Transactions by Account**  
 As of December 31, 2021

12:34 PM  
 02/17/23  
 Accrual Basis

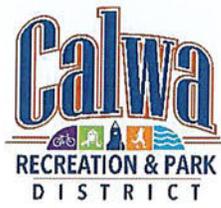
Type	Date	Num	Name	Memo	Clr	Split	Amount	Balance
<b>Unrestricted Net Assets (Undistributed earnings of the corporation)</b>								
Closing Entry	06/30/2021						10,604.07	10,604.07
<b>Total Unrestricted Net Assets (Undistributed earnings of the corporation)</b>								
<b>Water</b>								
Check	07/29/2021		City of Fresno			Bank of West ...	4,265.48	4,265.48
Check	08/23/2021		City of Fresno			Bank of West ...	4,856.82	9,122.30
Check	09/28/2021		City of Fresno			Bank of West ...	5,227.61	14,349.91
Check	10/26/2021		City of Fresno			Bank of West ...	4,836.78	19,186.69
Check	11/23/2021		City of Fresno			Bank of West ...	4,351.54	23,538.23
Check	12/14/2021		City of Fresno			Bank of West ...	847.99	24,386.22
Total Water							24,386.22	24,386.22
<b>TOTAL</b>							<b>34,990.29</b>	<b>34,990.29</b>

Average Cost: \$4,064.37

# Calwa Recreation and Park District Transactions by Account As of February 1, 2023

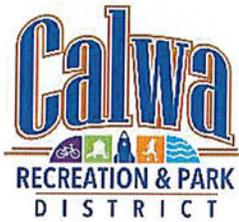
Type	Date	Num	Name	Memo	Cir	Split	Amount	Balance
<b>Unrestricted Net Assets (Undistributed earnings of the corporation)</b>								
Closing Entry	06/30/2022						6,755.67	6,755.67
<b>Total Unrestricted Net Assets (Undistributed earnings of the corporation)</b>								
<b>Water</b>								
Check	07/22/2022		City of Fresno			Bank of West ...	3,565.03	3,565.03
Check	08/30/2022		City of Fresno			Bank of West ...	4,883.09	8,448.12
Check	09/27/2022		City of Fresno			Bank of West ...	4,837.50	13,285.62
Check	10/26/2022		City of Fresno			Bank of West ...	4,738.52	18,024.14
Check	12/01/2022		City of Fresno			Bank of West ...	3,179.23	21,203.37
Check	12/27/2022		City of Fresno			Bank of West ...	1,335.12	22,538.49
Check	01/26/2023		City of Fresno			Bank of West ...	270.40	22,808.89
Total Water							22,808.89	22,808.89
<b>TOTAL</b>							<b>29,564.56</b>	<b>29,564.56</b>

07/2022 - present  
Average Cost: \$ 3,258



### DISTRICT WATERING USE IN GALLONS

<b>MONTH/YEAR</b>	<b>GALLONS USED</b>	<b>COST</b>
JULY 2022	1,939	\$3565.03
AUGUST 2022	2,697	\$4883.09
SEPTEMBER 2022	2,670	\$4837.50
OCTOBER 2022	2,640	\$4783.52
NOVEMBER 2022	1,691	\$3179.23
DECEMBER 2022	722	\$1335.12
JANURARY 2023	45.46	\$270.40
FEBURARY 2023	129	\$414.84
<b>TOTALS</b>	12,534	\$23,268.73



For the Meeting of: 2/21/2023  
Agenda Item No.: F-2

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

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**TO:** Board of Directors

**FROM:** District Administrator, Adam Ramos

**SUBJECT:** Approval of Field Use Contract with Central Valley NFL Flag Football League.

**RECOMMENDATION:**

That the Board receive report and approve agreement with Central Valley NFL Flag Football League.

**SUMMARY:**

This league came to the District back in September of 2022 seeking to bring a organized flag football league here to Calwa Park. They were partnering with the NFL to use their branding and likeness with the intent of providing structured flag football here to the park. The Board did approve the field use agreement last year, but due to low registration numbers the league did not happen. The league representatives were charged a cancellation fee and communicated that they would look into consultants to increase registration numbers and marketing while also providing a flag football day camp here at the park. The representatives did keep their word and they did hire a firm to market and did host a one day camp here at the park in December. The same league is seeking to use Field 1 for their flag football league for Spring of 2023. The agreement and language has been provided in the supporting documents for review.

Requested dates: March 1<sup>st</sup>, 2023-May 14<sup>th</sup>, 2023. (Start week of March 3-25-23)

Requested use time: 8:00am-1:00pm

Requested Day: Saturdays

**REASON FOR RECOMMENDATION:**

Increase District programs and partnerships while providing new programming to local youth.

**FISCAL IMPACT:**

Revenue generated from agreement will be \$375/month.

Attachments:

- Field Use Agreement



## CALWA RECREATION AND PARK DISTRICT FIELDS USE AGREEMENT

This License Agreement, hereinafter referred to as "Agreement," is made and entered into by and between the Calwa Recreation & Park District, a California Special District, hereinafter referred to as "District," and Darnell Harris and Marie Harris representing Central Valley NFL Flag, hereinafter referred to as "Licensee."

### DISTRICT AND LICENSEE AGREE AS FOLLOWS:

1. **Term:** This Agreement shall commence on **March 1, 2023** and terminate on **May 14, 2023**, unless terminated earlier as provided in this Agreement. If Licensee wishes to renew for another 2-month period, Licensee shall provide notice to District twenty (20) days before the 2-month period ends. Upon receipt of renewal request, the Board of Directors will determine whether to renew the term.
2. **Premises:** District, on the dates and times set forth herein, and subject to the terms and conditions of this Agreement, hereby grants to Licensee a license to use Soccer Field 1, hereinafter referred to as "Field," solely to conduct flag football organized games for multiple teams of various age groups.
  - a. District agrees to permit exclusive field use of the single field, Field 1.
  - b. Licensee agrees to accept the fields in its "as-is" condition "with all faults."  
District will provide field repairs that are a result of the normal wear and tear of field use and provide repairs to unlevel areas if needed.
  - c. District agrees to provide adequate lighting in Field 1 and external restrooms.
3. **Licensee's Requirements:** Licensee shall:
  - a. Use the Premises to perform organized flag football games use only. Any other use may only be permitted in writing by the District Administrator.
  - b. Be responsible for chalking or painting the fields lines for Field 1 only.
  - c. Conduct games on Field 1 only.
  - d. Provide, unless otherwise agreed upon by both parties, and be solely responsible for, all necessary equipment, records, and clean-up to insure effective instruction and safety of all players.
  - e. Calwa Residents who can verify physical address will be entitled to a discounted league registration fee of 10% off.
  - f. Licensee further agrees that District shall not at any time be liable for damage to Licensee property in or upon the facility, even when left

outside dates and times of permitted use.

- g. Keep accurate enrollment records, including the players name, contact information (i.e., address, phone numbers, email, etc.) and attendance record, and name of parents if a minor. Licensee shall provide a copy of these records to District seasonal basis.
  - h. Licensee will be responsible for the operations of their practices or games. District will have no right to direct, supervise, or control the day-to-day operations or activities of the practices or games provided by Licensee.
  - i. Licensee shall only provide services to children ages 5-12; adults will not be permitted to organize or participate in any organized games during gameday operation hours.
  - j. Licensee shall use the Fields in a manner which shall not cause interference with the use or occupancy of the other portions of the building by District or others in any way. Licensee's use hereunder will be done in such a manner so as not to interfere with or impose any additional expense upon District in maintaining the fields.
  - k. Licensee shall be respectful to other park use and participants and shall require that participants who are not following District rules are asked to leave the field.
  - l. Substitute coaches shall not be permitted. Only Licensee and registered coaching staff may conduct games/practices.
  - m. All coaches are required to have mandatory background checks, Licensee is not required to provide documentation of each coach to District.
  - n. Licensee shall not assign or sublease this License Agreement to anyone.
  - o. Licensee shall follow all COVID-19 protocols that District has in place.
  - p. Licensee shall ensure that all flag football associates, patrons, parents, and family attending games remain on Field 1 and understand that Fields 3 and 4 are reserved for soccer activities.
  - q. Parental/guardian code of conduct will be required, and a copy must be provided to District.
4. **Dates and Times of Permitted Use:** The games will be commencing at 8:00 a.m. and ending at 1:00 p.m. on Saturday starting on 03-25-23. Field use shall reflect agreed hours and not exceed agreed times.
- a. Failure to vacate the premises outside of the permitted dates and times of use shall constitute a breach of this contract.
  - b. Licensee shall submit a written game schedule to District Administrator for approval.
  - c. No alcohol is allowed while participating in games/practices from any individual(s) in association with attending flag football games. This directly extends into District parking lot. Inability to control this will result in breach of contract and result in termination of this agreement.

- d. No drug use is allowed while participating in games/practices from any individual(s) in association with attending flag football games. This directly extends into District parking lot. Inability to control this will result in breach of contract and result in termination of this agreement.
  - e. All trash must be cleaned up by Licensee prior to every field use.
  - f. Licensee will be responsible for marking out their field boundaries and is allowed to use spray paint or chalk on fields.
  - g. Licensee may host tournaments for an adjusted park rental fee, TBD with District Administrator if applicable on future dates and will require new Field Use Agreement with District.
  - h. District will give a two week notice when the park will be used for community outreach events or whole/half park rentals. District will provide a prorated reimbursement for day(s) lost due to events or park rentals.
5. **License Fee:** Licensee shall make payments in the amount of \$375/month to the District as a license fee for the use of Field 1. The amount will be due on or before the 1<sup>st</sup> of every month.
6. **Independent Contractor:** Licensee enters into this Agreement, and will remain throughout the term of this Agreement, as an independent contractor. Licensee agrees that they are not and will not become employees, partners, agents, or principals of District while this Agreement is in effect. Licensee is responsible for providing, at their own expense, disability, unemployment, and other insurance, workers' compensation, training, permits and licenses for themselves and for their employees and subcontractors.
7. **Compliance with Laws and Regulations:** Licensee shall, at Licensee's expense, faithfully observe and comply with all District, Municipal, State and Federal laws, regulations, rules, requirements, and orders (collectively referred to as "Rules"), now in force or which may hereafter be in force pertaining to Hall, its building or use thereof.
8. **Indemnification and Insurance:**
- 8.1 Indemnification.
- Licensee shall indemnify, defend, and hold harmless District, its officers, agents and employees from and against any and all loss, cost (including attorneys' fees), damage, expense and liability (including statutory liability and liability under workers' compensation laws) in connection with claims, judgements, damages, penalties, fines, liabilities, losses, suits administrative proceedings, arising out of any act of neglect by Licensee', its agents, employees, contractors, Lessees, participants, representatives, in, on or about the Hall. This indemnity shall survive the termination of this Agreement.

Licensee hereby releases District from any and all liability or responsibility to Licensee or anyone claiming through or under Licensee by way of subrogation or otherwise for any loss or damage to equipment or property of Licensee covered by any insurance then in force.

- a. Licensee acknowledges that District has advised them that while it is not a requirement of this agreement, general liability insurance protects Licensee from claims for financial, personal injury, property damage and other damages by students. Failure on the part of Licensee to secure general liability insurance does not in any way transfer the responsibility or burden for having such to District.
- b. District shall not at any time be liable for damage or injury to person or property in or upon the facility during the license periods.
- c. Licensee agrees to have class participants sign waivers provided by the District for indemnification and release of liabilities. District may prohibit entry to classes by individuals refusing to sign waivers. It is the responsibility of Licensee to ensure that all participants sign and turn in waivers to District personnel.

## 8.2 Insurance.

During the term of this Agreement, Licensee shall maintain public liability, property damage, and workers' compensation insurance for injuries to persons or damages to property related to the use of District Property. 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. **Restoration:** If any damage occurs to Field 1 or any other Field, fixtures or equipment, or if any repairs or replacements need to be made to those as a result of Licensee exercise of its rights under this Agreement, Licensee shall pay District for any such damage, repairs or replacements upon demand by District.
10. **Assignment and Sublicensing:** Licensee shall not assign any interest in this Agreement or otherwise transfer or sublicense the Hall or any part thereof the use of the Fields to any party. All legal obligations and responsibilities assigned to Licensee in this Agreement are hence transferred to the substitute for the agreed period but may not exceed two weeks.

11. **Termination:** This Agreement may be terminated based upon any one or more of the following events:
  - a. Termination for Convenience with 20 days' notice to the other party.
  - b. With 5 days' notice for failure of Licensee to pay the License Fee by the last day of the month.
  - c. With 5 days' notice for Licensee' failure to perform any of the terms and conditions of this Agreement.
  
12. **Notices:** Any notices required to be given under this agreement by either party to the other may be effected by personal delivery in writing. Mailed notices must be addressed to the parties at the addresses appearing with the signatures of this Agreement, but each party may change the address by giving written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of the day of mailing.
  
13. **Attorneys Fees:** If any legal action, including an action for declaratory relief, is brought to enforce or interpret the provisions of this agreement, the prevailing party will be entitled to reasonable attorneys' fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.
  
14. **Venue:** Any lawsuit arising from this Agreement shall be filed in Fresno County, California.
  
15. **Waiver of Default:** The failure of any party to enforce against the other a provision of this Agreement shall not constitute a waiver of that party's right to enforce such a provision at a later time and shall not serve to vary the terms of the Agreement.

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

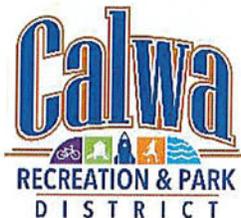
**CALWA RECREATION AND PARK DISTRICT**



\_\_\_\_\_  
Adam Ramos, District Administrator  
**Calwa Recreation and Park District**  
Date: \_\_\_\_\_

\_\_\_\_\_  
Darnell Harris, Owner  
**Central Valley NFL Flag**  
Date: \_\_\_\_\_

\_\_\_\_\_  
Marie Harris, Owner  
**Central Valley NFL Flag**  
Date: \_\_\_\_\_



For the Meeting of: 2/21/2023

Agenda Item No.: F-3

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

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**TO:** Board of Directors

**FROM:** District Administrator, Adam Ramos

**SUBJECT:** Approval of Deed Restriction with California Department of Parks and Recreation Office of Grants and Local Services.

**RECOMMENDATION:**

That the Board receive report, discuss, and approve deed restriction documents regarding the State Grant 18-10-049 and 18-10-050.

**SUMMARY:**

District was awarded two grants for the Calwa Soccer Complex or Futsal Field. The District has had to wait on the final review and documentation from the State of California Department of Parks and Recreation Office of Grants and Local Services in order for the District to begin the RFP process and construction of the new soccer field. This is the final piece before funds can be dispersed. There will be other documentation required as the project moves forward such as progress reports and preparation of the project.

This final document will need to be notarized, for full instructions on that please see attached labeled "Deed Restriction".

**REASON FOR RECOMMENDATION:**

Finalize all documentation with the California Department of Parks and Recreation Office of Grants and Local Services.

**FISCAL IMPACT:**

Notary Services for documents estimated costs: \$30-\$100 for notary services.

Attachments:

- Deed Restriction Instructions and Summary
- Deed Restriction Contract

## Deed Restriction

The Deed Restriction restricts the title to the property, safeguarding the property for purposes consistent with the GRANT for the duration of the CONTRACT PERFORMANCE PERIOD.

If the GRANTEE owns the PROJECT land, a Deed Restriction must be recorded on the title to the property before OGALS will approve any grant payments except an advance into escrow. A Deed Restriction is not required if the GRANTEE does not own the PROJECT land, such as where the GRANTEE is improving property it has access to under a lease agreement.

### Deed Restriction Instructions

Before filing the Deed Restriction, the GRANTEE must own the PROJECT land, and have an encumbered CONTRACT for the GRANT amount.

The PROJECT OFFICER will send the Deed Restriction to the GRANTEE. Do not alter the Deed Restriction. The GRANTEE takes the following steps:

1. Add ownership information to Paragraph I of the Deed Restriction: [formal name of GRANTEE] Insert ownership information as it appears on the deed.
2. Create 3 copies (GRANTEE copy, OGALS copy and recorder's copy) of the Deed restriction and the required attachments:

Exhibit A: Label this attachment "Exhibit A (Legal Description of Property)" and include a formal legal description of every parcel of property to which grant funds will be used for the development and/or acquisition thereof. This information can be obtained from the grant deed or title policy. (The assessor's parcel number or a street address is NOT a valid legal description.) and,

Exhibit B: Label this attachment "Exhibit B (Grant CONTRACT)" and include a complete copy of the Grant CONTRACT and provisions signed by the AUTHORIZED REPRESENTATIVE and the State of California.

3. Notarize it: Take 3 copies of the following documents to a notary. OGALS recommends submitting these documents to the PROJECT OFFICER for review prior to notarizing.

### Unsigned and undated Deed Restriction

Exhibit A (Legal Description of Property)

Exhibit B (Grant CONTRACT)

The AUTHORIZED REPRESENTATIVE dates and signs the Deed Restriction signature page in the presence of a notary. The notary will complete a Notary Acknowledgement (Civil Code §1189).

4. Record it: Take 3 copies of the notarized documents bulleted above to the County Recorder's Office of the county in which the property is located. Ask the County Clerk to record the Deed Restriction with Notary Acknowledgement, Exhibit A, and Exhibit B, on the title to the property.
5. Send it: Make sure to send a copy of the notarized and recorded Deed Restriction, Exhibit A, and Exhibit B to the OGALS Project Officer.

RECORDING REQUESTED BY:  
California Department of Parks and Recreation  
Office of Grants and Local Services

WHEN RECORDED MAIL TO:  
Office of Grants and Local Services  
PO Box 942896  
Sacramento, CA 94296-0001  
Attn: Kevin Glaudel

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

**DEED RESTRICTION**

I. WHEREAS, \_\_\_\_\_  
\_\_\_\_\_ (hereinafter referred to as "Owner(s)" is/are recorded  
owner(s) of the real property described in Exhibit A, attached and incorporated herein by reference  
(hereinafter referred to as the "Property"); and

II. WHEREAS, the California Department of Parks and Recreation (hereinafter referred to  
as "DPR") is a public agency created and existing under the authority of section 5001 of the California  
Public Resources Code (hereinafter referred to as the "PRC"). And

III. WHEREAS, Owner(s) (or Grantee) applied to DPR for grant funds available pursuant to  
the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All of 2018  
Parks Bond Act, 2018 Parks Bond Act Per Capita Program for Installation of new futsal court at Calwa  
Park on the Property; and

IV. WHEREAS, on July 1, 2020, DPR's Office of Grants and Local Services conditionally  
approved Grant 18-10-049, (hereinafter referred to as "Grant") for Installation of new futsal court at  
Calwa Park on the Property, subject to, among other conditions, recordation of this Deed Restriction on  
the Property; and

V. WHEREAS, but for the imposition of the Deed Restriction condition of the Grant, the  
Grant would not be consistent with the public purposes of the 2018 Parks Bond Act, 2018 Parks Bond

Act Per Capita Program and the funds that are the subject of the Grant could therefore not have been granted; and

VI. WHEREAS, Owner(s) has/ve elected to comply with the Deed Restriction of the Grant, so as to enable Owner(s), to receive the Grant funds and perform the work described in the Grant;

NOW, THEREFORE, in consideration of the issuance of the Grant funds by DPR, the undersigned Owner(s) for himself/herself/themselves and for his/her/their heirs, assigns, and successors-in-interest, hereby irrevocably covenant(s) with DPR that the condition of the grant (set forth at paragraph(s) 1 through 5 and in Exhibit B hereto) shall at all times on and after the date on which this Deed Restriction is recorded constitute for all purposes covenants, conditions and restrictions on the use and enjoyment of the Property that are hereby attached to the deed to the Property as fully effective components thereof.

1. DURATION. (a) This Deed Restriction shall remain in full force and effect and shall bind Owner(s) and all his/her/their assigns or successors-in-interest for the period running from July 1, 2018 through June 30, 2048.

2. TAXES AND ASSESSMENTS. It is intended that this Deed Restriction is irrevocable and shall constitute an enforceable restriction within the meaning of a) Article XIII, section 8, of the California Constitution; and b) section 402.1 of the California Revenue and Taxation Code or successor statute. Furthermore, this Deed Restriction shall be deemed to constitute a servitude upon and burden to the Property within the meaning of section 3712(d) of the California Revenue and Taxation Code, or successor statute, which survives a sale of tax-deeded property.

3. RIGHT OF ENTRY. DPR or its agent or employees may enter onto the Property at times reasonably acceptable to Owner(s) to ascertain whether the use restrictions set forth above are being observed.

4. REMEDIES. Any act, conveyance, contract, or authorization by Owner(s) whether written or oral which uses or would cause to be used or would permit use of the Property contrary to the terms of this Deed Restriction will be deemed a violation and a breach hereof. DPR may pursue any and

all available legal and/or equitable remedies to enforce the terms and conditions of this Deed Restriction up to and including a lien sale of the property. In the event of a breach, any forbearance on the part of DPR to enforce the terms and provisions hereof shall not be deemed a waiver of enforcement rights regarding any subsequent breach.

5. SEVERABILITY. If any provision of these restrictions is held to be invalid, or for any reason becomes unenforceable, no other provision shall be affected or impaired.

Dated: \_\_\_\_\_, 20 \_\_\_\_

Business Name (if property is owned by a business): \_\_\_\_\_

Owner(s) Name(s): \_\_\_\_\_

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

\_\_\_\_\_  
PRINT/TYPE NAME & TITLE OF ABOVE  
(GRANTEE'S AUTHORIZED REPRESENTATIVE)

\_\_\_\_\_  
PRINT/TYPE NAME & TITLE OF ABOVE  
(ADDITIONAL SIGNATURE, AS REQUIRED)

**\*\*NOTARY ACKNOWLEDGEMENT ON THE NEXT PAGE\*\***

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

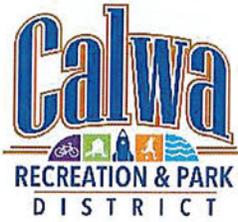
County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_, a Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)



For the Meeting of: 2/21/2023  
Agenda Item No.: G-1

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

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**TO:** Board of Directors

**FROM:** District Administrator, Adam Ramos

**SUBJECT:** Informational Report on COVID-19, Prop 68 Project, and other information.

**RECOMMENDATION:**

That the Board receive report, discuss, and provide direction, if needed.

**SUMMARY:**

See attached District Administrator report on updates regarding COVID-19, Prop 68 Project, and other information.

**REASON FOR RECOMMENDATION:**

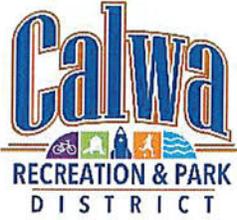
Inform Board on updates regarding COVID-19, Prop 68 Project, and other information.

**FISCAL IMPACT:**

There is no fiscal impact resulting from this report.

Attachments:

- DA Report



For the Meeting of: 2/21/23  
Agenda Item No.: G-1

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

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### **DA REPORT**

#### **FINANCES**

- District account has received additional tax apportionments totaling: \$50,070.68 we are expected to see another large deposit in April 2023.

#### **PROP 68**

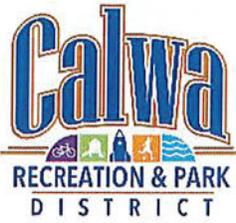
- Current Status: Visitors representing Teter Inc. an electrical engineering firm stopped by the park to take markings and measurements of the current transformer nearest the concession stand. They did state that they are going to upgrade or change the electrical panel which will increase electrical load. They did state the current system and capacity can handle all of They will be adding a booster pump nearest Barton Ave, this will be for the irrigation system and take power from the switchboard nearest the concession stand, this will increase the capacity to operate the booster pump. The other aspect is that Teter Inc. has suggested want to replace the panel as part of the park project, the concern will be the length it will take to purchase a new panel and have it installed, it may take a year for the panel to arrive.

#### **COVID 19**

- Board continues to monitor state, federal, and local guidelines.

#### **PARK EVENTS UPCOMING**

- March 18<sup>th</sup> we will be hosting a park event where the community will be able to stop by and purchase items from other community members. Think of this event as a spring-cleaning yard sale for anyone wishing to sell or buy. We have distributed two flyers. One flyer is for the public that would like to attend and purchase items. The other flyer is for the public that wishes to reserve a spot and sell items. To sell items and reserve a spot we are charging \$10/spot and MT Staff will be outlining Field 1 for all of the sellers. We are hoping to have at least 50 sellers present and will be invited resource vendors for the community as well. No bounce houses will be present. If a food vendor wishes to sell they will be charged \$25/station and have to follow all Fresno County food selling requirements.
- March 18<sup>th</sup> will also be the start of the soccer season for the SEYFSL and after discussions with their president and vice-president they stated that they will be operating at half capacity with only U-8 and U-10 teams playing that day. DA let the league reps



For the Meeting of: 2/21/23  
Agenda Item No.: G-1

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

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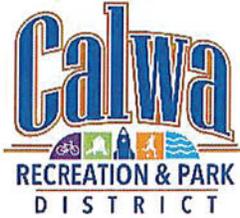
know that we can open the gates along Barton Ave. to keep traffic on Barton and Florence Aves.

### **COMPELETED EVENTS**

- Valentines Day Family Activity was completed on Feb 10, 2023. We provided this activity for two registered groups of families. Here families were able to create one of a kind heart magnets using their own finger prints as well as take home a box of chocolate covered treats and fruits. The attendance was positive with a few families missing the event in both time slots. Our program coordinator Juana, did send out email and text reminders to all families who officially registered.

### **OTHER**

- Central Valley Flag Football, if contract approved, will start on 3-25-23.
- MT Staff did clean out some back storage mess and threw some outdated items out with the approval of DA.
- MT Staff did complete the final conversion of a new staff break room. New paint was applied as well as some updated base boards.
- DA is in discussions with Donald Plumb, who created the Districts new logo, about creating a new front sign for the parks main entrance facing Church Ave. Other options are currently being made by Donald as Donald was only able to provide one design for the District as of mid Feburary.
- District is in discussions with BOCC- a local nonprofit who has assisted with District community events for two years. DA gave permission for non-profit to provide the tax service to the community and no documentation was needed as this program is for free to the community and no resources from the District are being used other than one room space in the front hall building. DA does have a meeting with CEO of BOCC on 2-21-23 for full details on the potential to receive stipend for the use of the room. Details to come.
- New soccer nets were purchased to address damaged nets on all fields throughout the park and have been installed.
- Additional privacy netting was purchased and installed on along the pool area nearest the purple picnic area to hide the construction of the pool.
- New basketball lights were purchased to replace the old fixtures. DA will assist with MT Staff to rent a boom lift and update the much needed basketball area in the last week of February. DA and MT Staff will follow all safety and OSHA protocols to ensure highest amount of safety during installation.



For the Meeting of: 2/21/23  
Agenda Item No.: G-1

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

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- Corrections are needed for the fixtures of the field lights, so a lift is needed for the electrician to look at the issues in the field light posts and fixtures. We are in communication with the electrician, regarding scheduling. Other electricians are being contacted to have other options to complete the work and install new field fixtures.
- Discussions are taking place with the owners of the concession stand to bring in new, professional looking signs for the building itself. All of their current marketing is either taped on or painted on by hand. As the District begins to update its signs, logo, etc...we want the concession to slowly implement the same look to match the parks overall aesthetic.

### **STAFF**

- Currently, no new reporting on staff.