For the Meeting of: 8/13/2024 Item: E.1



## CALWA RECREATION & PARK DISTRICT REPORT TO THE BOARD

TO:

Board of Directors

FROM:

Tim Chapa, District Administrator

**SUBJECT:** 

Public Hearing Final FY2024-25 Budget

ATTACHMENTS: FY2024-25 Budget

## **RECOMMENDATION:**

That the Board open the public hearing to review and consider approving the FY 2024-25 Budget.

## **SUMMARY:**

On June 18<sup>th</sup>, the Board reviewed and approved the Preliminary 2024-25 Budget. On July 16<sup>th</sup>, the Board reviewed the Preliminary 2024-25 Budget further, and provided direction for changes. The Final Budget is presented to be approved at this month's Board meeting.

## **BACKGROUND:**

Pursuant to Public Resources Code 5788, by July 1the District must publish Notice of Public Hearing stating Preliminary Budget adopted & setting date, time, and place of hearing for adoption of a Final Budget (the notice was published on July 22<sup>nd</sup> in the Business Journal). On or before August 30 of each year, after making any changes in the preliminary budget, the Board shall adopt a final budget. The Board has complied with this process and is now presented with a Final FY 2024-25 Budget for adoption.

#### **RESOLUTION NO. 2024-09**

## RESOLUTION OF THE BOARD OF DIRECTORS OF THE CALWA RECREATION AND PARK DISTRICT ADOPTING THE FINAL BUDGET FOR FISCAL YEAR 2024-2025.

WHEREAS, the Board of Directors adopted a Preliminary Budget on June 20, 2023; and

WHEREAS, the District published a notice regarding adoption of the Preliminary Budget and its availability to the public as well as a notice of a public hearing for adoption of the Final Budget; and

WHEREAS, a public hearing to consider the Final Budget was held on August 13, 2024, at which time members of the public were given an opportunity to be heard.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Directors of the Calwa Recreation and Park District as follows:

SECTION 1. The Board finds and declares as follows:

- A. The Board has reviewed the Preliminary Budget for Fiscal Year 2024-20254 which was adopted June 20, 2024, and held a duly noticed Public Hearing on August 13, 2024; and
- B. The Final Budget is based upon appropriate estimates and financial planning for the District's operations, and services; and
- C. The Final Budget provides continued services at current levels to the District and includes continuation and/or completion of projects to enhance the community; and
- D. All procedural requirements for adopting the District Budget have been fulfilled by the Board of Directors; and
  - E. It is in the public interest for the Board to adopt the Final Budget.
- SECTION 2. ADOPTION. The Fiscal Year 2024-2025 Final Budget attached as Exhibit "A" and incorporated by reference is approved and adopted.
- SECTION 3. BUDGET APPROPRIATIONS. The District Administrator, or designee, is authorized to implement the appropriations as detailed in the Budget for the District.
- SECTION 4. <u>BUDGET ADJUSTMENTS</u>. The Budget may be subsequently adjusted as follows:
  - A. By majority vote of the Board of Directors; or

B. Line item expenditures within activities available in the District fund as a whole; or	are not restricted so long as funding is
C. While the Budget has been broken down by occur in revenues and expenditures in particular months.	y month, it is understood that fluctuations
SECTION 5. The District Administrator shall file the burequired by law.	dget with the Fresno County Auditor as
SECTION 6. This Resolution will become effective immediately unless repealed, amended, or superseded.	nediately upon adoption and will remain
***********	*****
CERTIFICATIO	ON
Adoption of the foregoing Resolution No, seconded by Director	, at a regular meeting of the District's
Board of Directors, held on August 13, 2034, and adopted	d on roll call by the following vote:
AYES:	
NOES:	
ABSTENTIONS:	
ABSENCES:	
Esm	eralda Zamora Board Chair
ATTEST:	
District Secretary	

# Calwa Recreation and Park District FINAL FY24/25 Budget

(as of 08/13/24)

Estimated Beginning Balance	982,000
Less Remaining Pool Donations	(88,000)
Less County ARPA Advance	(137,500)
Less COVID Funds	_(252,000)
	504.500

	Budget	%
Income		
Park Income		
Art Wall	100	0%
Donation	2,500	3%
Refund Returns	200	0%
Snack Bar Rental	7,200	7%
Recycling Rental	8,820	9%
Boxing Rent	2,520	3%
Events	4,400	5%
Field Rentals	4,400	5%
Hall Rentals	18,700	19%
Karate Rent	1,890	2%
Picnic Rental	1,320	1%
Futsal Rental	37,500	39%
Zumba	7,350	8%
Total Park Income	96,900	
The County of Freeze		
The County of Fresno  0315-Intrst Receivable		40/
	5,300	1%
2230-unassigned funds 3005-RDA ABX1 26 Property Tax	07.000	0%
3006-Redev Tax Increm Reimb	37,300	9%
	21,800	5%
3008-Suppl-Prior Secured	1,100	0%
3009-suppl-Current Unsecured	100	0%
3010-Property Taxes	299,200	73%
3011-Suppl-Current Secured	10,300	3%
3013-Supplemental Curr unsecure 3015-Property Taxes-current Uns	-	0%
3017-Property Taxes-Curr Unsec	20,100	5%
• •	1,100	0%
3025-Property Taxes-Prior Unsec	400	0%
3030-Penalties & Costs	300	0%
3380-Interest	10,200	2%
3565-State-I/L Homeowners Prop	1,300	0%
4369- Federal In lieu housing		0%
5804-ABX126 Other Revenue		0%
Total The County of Fresno	408,500	

Total Income	505,400	
Expenses		
Audit	11,000	2%
Bank Fees	1,000	0%
Cleaning supplies	5,500	1%
Contract Labor (Lifeguards)	3,000	1%
Contract Accountant	24,000	4%
Director stipends	3,600	1%
District counsel	10,000	2%
District Payroll Taxes	40,000	7%
District Truck Purchase 1	=	0%
District Truck Purchase 2	<del>-</del>	0%
Elections	8,000	1%
Electricity	38,300	7%
Employee Salaries	220,000	41%
Equipment Fuel	2,000	0%
Event Costs	5,000	1%
Flooring Update	, -	0%
Fresno co Service fee		0%
HR miscellaneous	1,000	0%
Internet	1,400	0%
Liability insurance	19,400	4%
Lighting Loan	23,500	4%
Memberships	1,500	0%
Mileage	200	0%
Mobile Phone	1,300	0%
Office Equipment	2,000	0%
Office Supply	2,000	0%
Payroll Fees	3,500	1%
Pool Maintenance	1,000	0%
Professional Development	-	0%
Property Liability	19,000	4%
Recreation Programs	4,000	1%
Refund	4,000	1%
Repairs and Maintenance	36,700	7%
Security	1,000	0%
Security Monitoring System	1,000	0%
Technology Service	3,500	1%
Trash Disposal	4,500	1%
Water	33,500	6%
Workers Compensation	6,900	1%
Total Expenses	542,300	
Net Operating Income	(36,900)	

# Calwa Recreation and Park District FINAL FY24/25 Budget

As of 08/13/24 Pool Project

Estimated Beginning Balance		
Remaining Pool Donations		88,000
County ARPA Advance		137,500
		225,500
Income		,
Other - Remaining ARPA Funds	537,500	
	,	
Expenditures		
Pool Project		
Pool Design	60,000	
Pool Pre Engineering	5,500	
Pool Construction	188,000	
Pool Restroom	300,000	
Misc. Pool Completion	175,000	
Pool Construction Management	19,000	
Total Pool Project	747,500	
Net	(210,000)	
	(= .0,000)	

15,500

Estimated Ending Balance

# Calwa Recreation and Park District FINAL FY24/25 Budget

As of 08/13/24 Futsal Project

Estimated Beginning Balance Covid Funds		252,000
Income		
Other - USSF Soccer Grant	20,000	
State Of CA OGALS Grant	179,200	
	199,200	
Expenditures		
Soccer Complex Design	600	
Soccer Complex Pre Engineering	9,000	
Soccer Complex Construction	337,000	
Soccer Complex Construction Management	15,000 361,600	
Net	(162,400)	
Estimated Ending Balance		89,600





P.O. Box 126 Fresno, CA 93707 Telephone (559) 490-3400

### IN THE COUNTY OF FRESNO, STATE OF CALIFORNIA

Calwa Recreation and Park District Notice Relating to the Fiscal Year 2024-25 Budget REVISED

MISC. NOTICE

#### STATE OF CALIFORNIA

#### COUNTY OF FRESNO

I am a citizen of the United States and a resident of the County aforesaid; I am over the age of eighteen years, and not a party to or interested in the above entitled matter. I am the principal clerk of **THE BUSINESS JOURNAL** published in the city of Fresno, County of Fresno, State of California, Monday, Wednesday, Friday, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of the County of Fresno, State of California, under the date of March 4, 1911, in Action No.14315; that the notice of which the annexed is a printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

JULY 22, 2024
I declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed at Fresno, California,
JULY 22, 2024 ON
Campat

11 11 1/ 00 0004

The Calwa Recreation and Park District will meet on August 13th at 6:00PM

## DECLARATION OF PUBLICATION (2015.5 C.C.P.)

Calwa Recreation and Park District Notice Relating to the Fiscal Year 2024-25 Budget REVISED

The Calwa Recreation and Park District has adopted a preliminary budget that is available for inspection at District Offices at 4545 E. Church Avenue between 9:30AM and 4:30PM, Monday through Friday.

The Calwa Recreation and Park District will meet on August 13th at 6:00PM at District Offices at 4545 E. Church Avenue adopt the final budget. Any person may appear at that time and be heard regarding any item in the budget or regarding the addition of other items. 07/22/2024

For the Meeting of: 8/13/2024

Item: F.1



## CALWA RECREATION & PARK DISTRICT REPORT TO THE BOARD

TO:

Board of Directors

FROM:

Tim Chapa, District Administrator

**SUBJECT:** 

District Fee Schedule Update

**ATTACHMENTS:** Resolution 2024-08

### **RECOMMENDATION:**

That the Board adopt Resolution 2024-08 updating the FY 2024-25 District Fee Schedule.

## **SUMMARY:**

District Fee Schedules were last updated in February 2023. The District Fees are being updated in an effort to keep up with the costs of providing services and rentals.

## **BACKGROUND:**

The District Fees are reviewed annually and are considered for revision during the upcoming year's budget process. During budget discussions, it was noted that District revenue is projected to be less than District expenditures. The District Administrator recommended at the time that all fees be reviewed and increased as appropriate. The general increase reflected in the FY 2024-25 schedule is approximately ten percent (+10%).

Other changes include adding a deposit charge for Picnic Rentals in order to be able to offset damages or above normal trash associated with the rental, as well as establishing a daily rental rate for field use. Note that the fee schedule does not include charges for the swimming pool or futsal facilities as those charges will be established prior to the opening of those facilities.

### FISCAL IMPACT:

Approximately \$3,000, and already included in the Final FY2024-25 Budget projections.

## **RESOLUTION NO. 2024-08**

## RESOLUTION OF THE BOARD OF DIRECTORS OF THE CALWA RECREATION AND PARK DISTRICT APPROVING REVISED FEES FOR DISTRICT FACILITIES AND PARKS FOR FISCAL YEAR 2024-2025

**WHEREAS**, Calwa Recreation and Park District has adopted reasonable fees for the use of District Facilities and Parks; and

**WHEREAS**, the District periodically reviews all fees during the budget process and as needed; and

**WHEREAS**, the District has determined that the District's Facilities and Park fees be amended to reflect the reasonable cost of providing the services and to allow for affordability; and

**WHEREAS**, after review and consideration, it is deemed by the District Administrator that it is in the best interest of the District and its residents that certain fees be adjusted.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Directors of the Calwa Recreation and Park District as follows:

**SECTION 1**. The foregoing recitals are true and accurate and are incorporated by reference.

**SECTION 2**. Current District fees are amended as follows:

FACILITY	RATE	DEPOSIT
1. HALL RENTAL (If wanted during park rental event, must include cost in agreement.) *NO NON-PROFIT PRICING *INCLUDES KITCHEN USE	\$100/HR	\$200/Event
2. WHOLE FIELD USE (FIELD 1, 2 OR 3)  *Month Commitments  *Agreement Approved by Board  *Includes Lights	\$475/FIELD: 3-5 Days per Week \$350/FIELD: 1-2 Days per Week	\$175/Agreement \$100/Agreement
3. SECTIONED FIELD USE (FIELD 1, 2 OR 3)  *Month Commitments  *Agreement Approved by Board  *Includes Lights	\$100/FIELD SECTION: 3-5 Days per Week \$75/FIELD SECTION: 1- 2 Days per Week	\$50/Agreement \$50/Agreement

who are the second of the seco		
4. WHOLE FIELD USE (FIELD 1, 2 OR 3) *Daily Use *Includes Lights	\$50/FIELD	\$25/Event
5. SECTIONED FIELD USE (FIELD 1, 2 OR 3) *Daily Use *Includes Lights	\$25/FIELD	\$25/Event
6. COVERED PICNIC AREAS (COLORED) *No Bounce Houses Allowed	\$100 Daily Rate	\$50/Event
7. ELECTRICITY FOR COVERED PICNIC AREAS	\$25 Daily Rate	NA
8. ART WALL	\$30 /Space	NA
9. WHOLE PARK RENTAL (FOR PROFIT EVENTS) *Agreement approved by Board.	\$1,650 for first day, \$650 for each additional day	\$500/Event
10. WHOLE PARK RENTAL (FOR NON-PROFIT EVENTS) *Agreement approved by Board.	\$1,375 for first day, \$400 for each additional day	\$500/Event
11. MEETING ROOM	\$40/HR	

**SECTION 3.** Except as amended by this resolution all other existing District fees shall continue in full force and effect.

**SECTION 4**. District Staff is directed to take all administrative actions necessary to implement the attached listing of effective District fees.

**SECTION 5**. <u>EFFECTIVE DATE</u>. This Resolution will become effective immediately upon adoption and remain effective unless repealed, amended, or suspended.

## CERTIFICATION

Adoption of the	foregoing Res	solution No.	2024-08	was mov	ved by	Director
, seconded	by Director		, and ad	opted at a r	egular me	eeting on
August 13, 2024, by the following			^	•	C	Ü
AYES:						
NOES:						
ABSTENTIONS:		- ma docum				
ABSENCES:			_			
A TEXTS OF						
ATTEST:						
D: /: / C						
District Secretary						



## CALWA RECREATION & PARK DISTRICT REPORT TO THE BOARD

**TO:** Board of Directors

FROM: Tim Chapa, District Administrator

**SUBJECT:** Park Rental Agreement for Calwa Boxing Club's: Calwa Mega Boxing Show.

## **RECOMMENDATION:**

That the Board receive report, discuss, and approve Park Rental Agreement with Calwa Boxing Club for the Calwa Mega Boxing Show.

## **SUMMARY:**

District has a positive relationship with Calwa Boxing Club and they currently serve as a vendor here inside of the hall building providing boxing classes to the community of all ages. They are a professional, licensed, and sanctioned club by USA Boxing and are interested in again hosting their own boxing showcase here inside the District. This year's event will be held on Sunday, September 11th.

## **REASON FOR RECOMMENDATION:**

Consider approval of agreement for Calwa Boxing Club for the Calwa Mega Boxing Show. The only changes for prior year's events are the fee charge based on the FY 2024-25 Fee Schedule, and clarity on vendor sales to include no selling of items (burritos and tacos) in direct competition with the Calwa Snack Bar.

## **FISCAL IMPACT:**

District will generate \$687.50 in half park rental fees.

### Attachments:

- Summarized Description of Calwa Boxing Club Event Requirements
- Park Rental Agreement



## CALWA RECREATION & PARK DISTRICT REPORT TO THE BOARD

## Calwa Boxing Club Event

Sunday, September 11, 2024

7:30am-6pm (early morning weigh ins and clean up for 6pm).

#### Needs:

- Basketball Court Area
  - ✓ Set Up Ring (cannot drill in asphalt)
  - ✓ Supplying a canopy
  - ✓ Supplying chairs and tables
  - ✓ Supplying all items for USA Boxing Regulations (Doctors, Cut men, officials)
- Will be selling food/concessions (no Burritos/Tacos in competition with District Snack Bar).
- Charging at the door and presale tickets: For profit event.
- Proof of insurance: Event Liability Insurance naming District as additionally insured.
- Will have ambulance on site.
- Privacy Netting-want to increase ticket sales and push people inside of cage.
- Put a sign out on the fencing that says Calwa Boxing Club



## AGREEMENT BETWEEN CALWA RECREATION AND PARK DISTRICT AND CALWA BOXING CLUB

### CALWA BOXING CLUB MEGA EVENT 2024

This Agreement ("Agreement") is made and entered into this 13th day of August 2024, by and between the Calwa Recreation and Park District, a special district (hereinafter called "District"), and Elias Blajos representing Calwa Boxing Club (hereinafter called "Permittee")

## **RECITALS**

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

## **AGREEMENT**

- 1. <u>Use of Park Location</u>. District gives permission to Permittee to use Calwa Park for its boxing event ("Event"). The Event will be held on September 8, 2024 ("Event Days"). The Park shall be available on September 8, 2024 at 7:00 am for set up, and the event shall take place at 9 am on September 8, 2024, with a takedown time on September 8, 2024, not to exceed 8 pm.
- 2. <u>Location and Site Plan</u>. 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.
- 3. <u>Payment</u>. Permittee shall pay the District as follows:
  - a. Cleaning/Repair Deposit: District shall provide the park a deposit of \$500. Failure to adhere to rules stated in <u>"6. Terms and Conditions"</u> may result in a \$500 charge to the permittee which will be withdrawn from the deposit.
  - b. Park Rental for the Event Days shall be \$687.50. This Agreement shall not be effective and binding until signed by both parties and until the \$500.00 deposit payment is received by the District. The balance of \$687.50 shall be paid twenty (20) days before the Event Day date (by August 22, 2024).

If assistance is needed from an employee using District Equipment, a cost of \$250.00 per day will be implemented, this charge will be withdrawn from \$500.00 deposit. District maintenance staff will be present to assist with supervision and normal daily work duties. "Normal work duties" are defined as restroom clean up, hall clean up, and trash pick up assistance.

## 4. <u>Contracts, Permits, and Licenses.</u>

- 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 Event. All permits and licenses must be submitted to the District Office twenty (20) days before the event (by August 22, 2024).
- b. Permittee shall obtain insurance as required by Section 8 of this Agreement and shall provide a Certificate of Insurance to the District Office twenty (20) days before the Event Day (by August 22, 2024).
- 5. <u>Operation</u>. During the term of this Agreement, Permittee shall manage and operate the Event. The Permittee must ensure that everyone leaves the premises by closing time. It is anticipated that 150 attendees (estimate) throughout the day, will attend the event.
- 6. <u>Terms and Conditions</u>. The Permittee is required to meet the following terms and conditions:
  - a. Only the areas shown on the Site Plan will be used.
  - b. Permittee shall obtain and pay for 1 security guards from a local firm. A copy of the contract with the security guard company must be submitted to the District Office by twenty (20) days before the Event Day (by August 22, 2024).
  - c. No alcohol, cigarettes, marijuana or unlawful drugs may be brought in and/or used on premises. Failure to implement this term may result in complete loss of deposit totaling \$500.00.
  - d. 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.
  - e. 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.
  - f. No canopy or tent which utilizes drilling may be used on the District Parking lots, paved, or concrete areas.

- g. The Calwa Concession Stand shall be allowed to remain open during the event. No vendors for the event shall be allowed to sell burritos or tacos in competition with the Calwa Concession Stand.
- h. The following contact person shall be present during the entire event:

(i) Name: Elias Blajos

(ii) Mobile Phone: 559-470-5450

(iii) Address: 4545 E. Church Avenue, Fresno CA 93725

(iv) Email Address: eliasjrblajos@yahoo.com

- i. Any repairs to the Premises shall be made within ten (10) days after the Event has been completed.
- j. 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.
- k. 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.
- 1. The Permittee will forfeit the right to use Park premises and/or facilities for any breach of this Agreement.
- m. No vehicles will be allowed on District grass areas, except for driving outside the field areas for setup and takedown. Otherwise all vehicles must remain in the District's parking lot or designated areas along Barton and Florence Avenues.
- n. District is allowed to capture photos and video and showcase on Districts social media or District website for promotional/marketing purposes.
- o. Health Officials are required to be in attendance during the event.
- p. Emergency site plan is required.
- q. Privacy netting will be allowed to up around the basketball court area, after completion of the event, privacy netting will be removed by Permittee.
- r. Must provide a detailed itinerary of schedule of fights to District.
- 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. <u>Insurance.</u> 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 Guelaguetza including set up and persons or damages to property related to the operation of the Guelaguetza 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. The additional insured policy must be provided to the District within twenty (20) days of the event.
- 9. <u>Indemnification</u>. 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. <u>Clean Up</u>. 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 Calwa Boxing Club.
- 11. <u>Cancellation</u>. 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. <u>Amendment.</u> 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 duty executed by the parties.
- 14. <u>Assignment.</u> 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. <u>Attorneys' Fees</u>. 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. <u>Venue</u>. 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. <u>Headings.</u> 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. <u>Counterparts</u>. 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. <u>Severability</u>. 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.

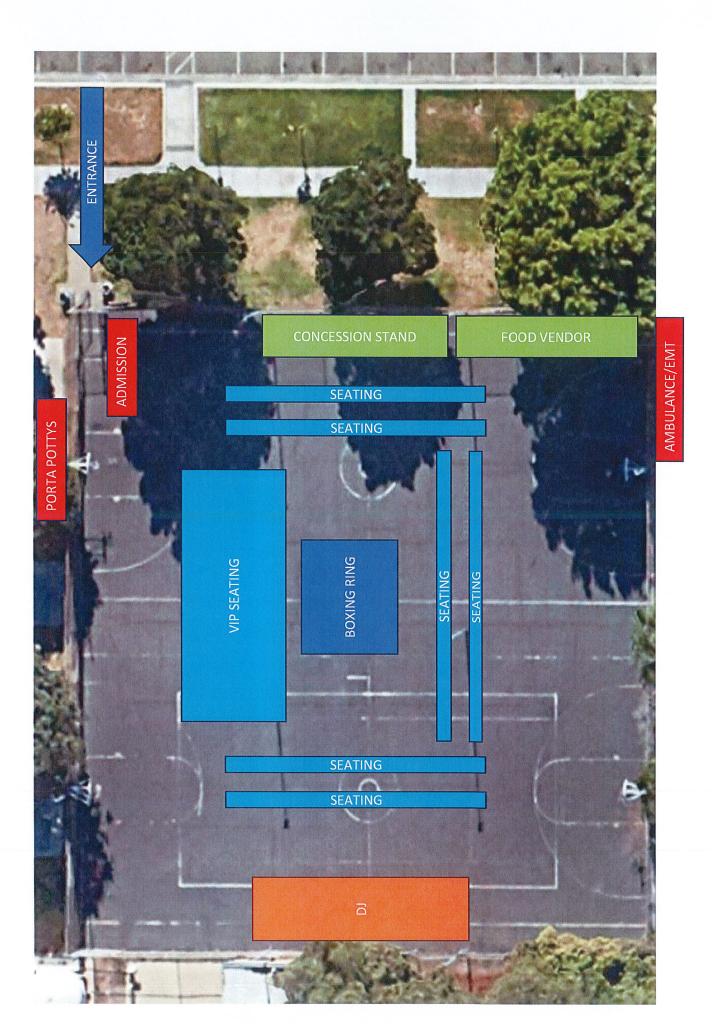
In Witness Whereof, the Parties have executed this Agreement as of the date last executed.

### CALWA RECREATION AND PARK DISTRICT

Tim Chapa	 	
District Ad	•	
Date:		

## **CALWA BOXING CLUB**

Elias E	loios	-10	-4
	-	Club Coac	h
Date: _			





## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/30/2024

1/1/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed.

If SUBROGATION IS WAIVED, subject this certificate does not confer rights to	to the te	rms and conditions of the	ne policy, certain p	olicies may			
PRODUCER Lockton Companies			CONTACT NAME:	<u>r</u>			
8110 E Union Avenue	PHONE						
Suite 100		(A/C, No, Ext): (A/C, No):  E-MAIL  ADDRESS:					
Denver CO 80237							
(303) 414-6000					RDING COVERAGE		NAIC#
INSURED LIGAR : I			INSURER A : SITIUSPO	oint Americ	a Insurance Company		38776
1523104 USA Boxing, Inc.			INSURER B:		77.78.494		
1 Olympic Piaza			INSURER C:		SECURIO SE CONTRA DE		
Colorado Springs, CO 80909			INSURER D :				
			INSURER E :				
			INSURER F :				
		E NUMBER: 2079605			REVISION NUMBER:	XXX	XXXXX
THIS IS TO CERTIFY THAT THE POLICIES INDICATED. NOTWITHSTANDING ANY RE CERTIFICATE MAY BE ISSUED OR MAY FEXCLUSIONS AND CONDITIONS OF SUCH INST	QUIREME PERTAIN,	NT, TERM OR CONDITION THE INSURANCE AFFORD LIMITS SHOWN MAY HAVE	OF ANY CONTRACT ED BY THE POLICIE BEEN REDUCED BY	OR OTHER I S DESCRIBEI PAID CLAIMS.	DOCUMENT WITH RESPECT D HEREIN IS SUBJECT TO A	TO V	VHICH THIS
LTR TYPE OF INSURANCE	INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	(MM/DD/YYYY)	LIMITS		
A X COMMERCIAL GENERAL LIABILITY	YN	PLH02GL00000637	1/1/2024	1/1/2025		3,00	0,000
CLAIMS-MADE X OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$	1,00	0,000
X Part Legal Liab		,			MED EXP (Any one person) \$	5,00	0
X \$1,000,000					PERSONAL & ADV INJURY \$	1,00	0,000
GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$	5,00	0,000
X POLICY PRO- JECT LOC					PRODUCTS - COMP/OP AGG \$	2,00	0,000
OTHER:					\$		
AUTOMOBILE LIABILITY		NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident)	XXX	XXXX
ANY AUTO							XXXXX
OWNED SCHEDULED AUTOS ONLY					***************************************		XXXX
HIRED NON-OWNED AUTOS ONLY							XXXX
AG100 GNET							XXXXX
UMBRELLA LIAB OCCUR		NOT APPLICABLE					XXXXX
EXCESS LIAB CLAIMS-MADE							XXXXX
DED RETENTION \$							XXXXX
WORKERS COMPENSATION		NOT APPLICABLE			PER OTH-	AAZ	IAAAA
AND EMPLOYERS' LIABILITY  ANY PROPRIETOR/PARTNER/EXECUTIVE						vvv	ZVVVV
OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A						XXXXX
If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$		
A SAM	N N	PLH02GL00000637	1/1/2024	1/1/2025	E.L. DISEASE - POLICY LIMIT \$ Occ/Agg: \$1M/\$2M	XXX	XXXXX
A Liquor Liability A NDI/CT	IN IN	PLH02GL00000637 PLH02GL00000637 PLH02GL00000637	1/1/2024 1/1/2024 1/1/2024	1/1/2025 1/1/2025 1/1/2025	Limit: \$1M Occ/Agg: \$1M/\$1M		
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICL Coverage applies as respects the operations of USA Box Additional Insured as respects General Liability if requi Event Dates: Sunday, September 8, 2024 (7:00 AM - 5:0	ing and is co red by writte	ontingent upon adherence with all on contract. RE: Sanctioned Event	rules and guidelines set for No: 24-46-265086; Sanct	orth by USA Box ioned Event San	ring When applicable Certificate H	folder is how #3	s included as ; Sanctioned
CERTIFICATE HOLDER	CANCELLATION	See Atta	chments				
20796056 Calwa Park & Recreation District 4545 Church Ave Fresno CA 93725	İ		SHOULD ANY OF	THE ABOVE D I DATE THE	ESCRIBED POLICIES BE CAN EREOF, NOTICE WILL BE		

## ENDORSEMENT NO.

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
PLH02GL00000637	1/1/2024	USA Boxing, Inc.	

## THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

# ADDITIONAL INSUREDS OWNERS AND/OR LESSORS OF PREMISES, SPONSORS OR CO-PROMOTERS

This insurance modifies insurance provided under the following:

## COMMERCIAL GENERAL LIABILITY COVERAGE PART LIQUOR LIABILITY COVERAGE PART

- A. SECTION II—WHO IS AN INSURED is amended to include as an additional insured any per-son(s) or organization(s) of the types indicated by an "x" in any boxes shown below, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole, by your acts or omissions or the acts or omissions of those acting on your behalf:
  - 1. In the performance of your ongoing operations; or
  - 2. In connection with your premises owned by or rented to you.

However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to an additional insured owner and/or lessor of premises, this insurance does not apply to:

- a. An "occurrence" or offense which takes place while you are not a tenant in possession of the subject premises.
- b. "Bodily injury" or "property damage" arising out of:
  - Structural alterations, new construction or demolition operations performed by or on behalf of the owner and/or lessor of premises;
  - (2) Any design defect or structural maintenance of the premises; or
  - (3) Any premises defect.
- **B.** With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III—LIMITS OF INSURANCE**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

Attachment Code: D624034 Master ID: 1523104, Certificate ID: 20796056

This endorsement shall not increase the applicable Limits of Insurance shown in the

## Declarations. Schedule of Additional Insureds:

Owners and/or Lessors of the premises leased, rented or loaned to you

[Sponsors

[Co-Promoters

Any individual person(s) or organization(s) listed below:

COACHES, OFFICIALS AND VOLUNTEERS ARE ADDITIONAL INSUREDS BUT ONLY WHILE ACTING WITHIN THE SCOPE OF THEIR DUTIES FOR THE INSURED.
AS REQUIRED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS.
(OTHERS BY REQUEST AND ENDORSEMENT, SUBJECT TO UNDERWRITING APPROVAL).

01/01/2023

**AUTHORIZED REPRESENTATIVE** 

Dand Ceff Min France

DATE

Attachment Code: D624655 Master ID: 1523104, Certificate ID: 20796056

POLICY NUMBER: PLH02GL00000637 COMMERCIAL GENERAL LIABILITY

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## LIQUOR LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE PART

The **DECLARATIONS**, **LIMITS OF INSURANCE** Section is amended to include the following:

LIQUOR LIABILITY AGGREGATE LIMIT

\$1,000,000

SECTION III - LIMITS OF INSURANCE, Paragraph 2.b. is deleted in its entirety and replaced by the following:

- **b.** Damages under Coverage A, except:
  - (1) Damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
  - (2) Damages because of "liquor liability".

**SECTION III - LIMITS OF INSURANCE,** Paragraph **3.** is amended to include the following additional provision:

The Liquor Liability Aggregate Limit is the most we will pay under Coverage **A** for damages because of "liquor liability".

**SECTION V - DEFINITIONS** is amended to include the following additional definition:

"Liquor liability" means "bodily injury" or "property damage" for which any insured may be held liable by reason of:

- a. Causing or contributing to the intoxication of any person;
- The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- c. Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.



## COUNTY OF FRESNO DEPARTMENT OF PUBLIC HEALTH ENVIRONMENTAL HEALTH PERMIT

2025

1221 FULTON STREET/P.O. Box 11867, Fresno CA 93775-1867 559 600-3357 / EnvironmentalHealth@fresnocountyca.gov / www.fcipth.org

ATTN JUAN ZARATE ZARATE TAQUERIA

PERMIT HOLDER IS RESPONSIBLE FOR THIS PERMIT: Renew on or before expiration date. If permit Holder <u>does not</u> receive notice present this Permit to the address above on or before the expiration date. Late payment penalties are assessed at 10% per month or fraction thereof. PERMIT IS NOT TRANSFERABLE & MAY BE REVOKED FOR CAUSE. Permit is wold on change of owner. New owner must apply and pay for permit (s) prior to operation or penalties will be assessed.

REGULATED FACILITY:

**ZARATE TAQUERIA** 

Facility ID: FA10081047 Issued: 05/02/2023

OWNER NAME:

JUAN ZARATE

Permit To Operate FOOD10081048 Permanent Food Facility Commissary

Permit Valid From 06/01/2024 To 05/31/2025

Permit Effective from May 01, 2024 and expires on: April 30, 2025
Permits to operate and fee payments are NON-TRANSFERABLE or refundable.
Permits referenced above are valid only for this owner MEL SAMARRIPA

THIS FORM MUST BE DISPLAYED CONSPICUOUSLY ON THE PREMISES

For the Meeting of: 8/13/2024

Item: F3



## CALWA RECREATION & PARK DISTRICT REPORT TO THE BOARD

TO:

Board of Directors

FROM:

Tim Chapa, District Administrator

**SUBJECT:** 

Approval of Fall Field Use Contract with Southeast Fresno Youth Soccer

League.

**ATTACHMENTS:** Field Use Agreement

### RECOMMENDATION:

That the Board receive report, discuss, and approve agreement with Southeast Youth Fresno Soccer League.

## **SUMMARY:**

Southeast Fresno Youth Soccer League representatives approached District to use the soccer fields as their permanent location for their league for Fall 2024 season. This league includes children's soccer teams that vary in ages from 4-17. The league has seen a drastic increase in community park participation, event participation, and expanded network with their community leaders. The price points have been adjusted to reflect the new fee schedule, and the dates adjusted for make-up games during the week.

## REASON FOR RECOMMENDATION:

To continue relationship with SEYFSL and provide a structured soccer program for our community.

## **FISCAL IMPACT:**

The revenue generated from this agreement will total \$2,100

## 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 Southeast Fresno Youth Soccer League, hereinafter referred to as "Licensee."

## DISTRICT AND LICENSEE AGREE AS FOLLOWS:

- 1. **Term:** This Agreement shall commence on August 18, 2024, and end on November 18, 2024, or unless terminated earlier as provided in this Agreement. If Licensee wishes to renew for another 3-month period, Licensee shall provide notice to District thirty (30) days before the 3-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 the Soccer Fields 2 and 3, hereinafter referred to as "Fields," solely to conduct soccer practices and organized games for multiple teams of various age groups.
  - a. District agrees to permit exclusive field use of the two north fields, fields 2 and 3.
  - 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 "water valve potholes" through filling and artificial turf, in assistance with the leagues field maintenance professionals.
  - c. District agrees to provide adequate lighting in the Fields and external restrooms.
  - d. District agrees to provide small storage for Licensee's chalking tools and 4 small foldable goal posts. Middle Restroom will act as part time storage. Two keys will be provided to Licensee.
  - e. District agrees to allow Licensee to chain up larger soccer goal posts to fields 2 and field 3.

## 3. Licensee's Requirements: Licensee shall:

- a. Use the Premises to perform organized soccer games and practices 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 fields 2 and 3 only.
- c. Be responsible for storing away equipment used for league purposes.
- d. Conduct practices and games on fields 2 and 3 only.
- e. 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.
- f. Calwa Residents who can verify physical address will be entitled to a discounted league registration fee of \$25 off, for new players only.
- g. 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.
- h. 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.
- i. Licensee will be responsible for the operations of their practices and 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.
- j. Licensee shall only provide services to children ages 4-17; adult leagues will not be permitted to organize or participate in any organized games.
- k. 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.
- I. Licensee shall be respectful to other soccer use and participants and shall require that participants who are not following District rules are asked to leave the field.
- m. Substitute coaches shall not be permitted. Only Licensee and registered coaching staff may conduct games/practices.
- n. Licensee shall not assign or sublease this License Agreement to anyone.
- o. Licensee is permitted to set up sponsorship signage on practice and game days.
  - i. 40% of sponsorship funds, after expenses to create signage are withdrawn from total amount, will be allocated to the District.
- 4. **Dates and Times of Permitted Use**: The practices will be commencing at 5:30 p.m. and ending at 8:30 p.m. Monday through Friday, and Saturday 8:00 a.m.-5:00 p.m. during the term of the agreement. Field use shall reflect agreed hours and not exceed agreed times.
  - a. No access will be granted during District Holidays when the Park is closed.
  - b. Failure to vacate the premises outside of the permitted dates and times of use shall constitute a breach of this contract.
  - c. Licensee shall submit a written schedule to District Administrator for approval.
  - d. No alcohol is allowed while participating in games/practices.
  - e. No drug use is allowed while participating in games/practices.
  - f. All trash must be cleaned up by Licensee prior to every field use.
  - g. Licensee will be responsible for marking out their field boundaries and is allowed to use spray paint or chalk on fields.
  - h. District will be responsible for providing goal posts for the leagues.
  - i. Licensee may host tournaments for an adjusted park rental fee, TBD with District Administrator if applicable on future dates and will require new Field Use Agreement with District.
  - j. District will give a two week notice when the park will be used for community outreach events or whole/half park rentals. District will provide a prorated reimbursement for day(s) lost due to events or park rentals.
  - k. Games are regularly scheduled for Saturdays. Make-up games may be played during the week during the term of the agreement, subject to a minimum two day

notice to the District Office. Only regularly scheduled games may be made-up and played during the week.

- 5. **License Fee**: Licensee shall make payments in the amount of \$700 per month, to the District as a license fee for the use of two soccer north Fields 3 and 4, the amount will be due on or before the 1<sup>st</sup> of every month or paid in full. Price was reduced due to Licensee and participants being residents of the Calwa Recreation and Park District as well as having a 501(c) Non-Profit Status.
- 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 the Fields, 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 30 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

Tim Chapa, District Administrator

Date

SOUTHEAST YOUTH FRESNO SOCCER LEAGUE

President Rose Membrila

Date

Date

Vice President Joe Hinojosa

For the Meeting of: 8/13/24 Item: F.4.

#### Calwa Recreation and Park District

## DA Park Updates

8/13/24

#### Staff

We hired a Rec Coordinator/Office Staff who starts on Monday, August 12<sup>th</sup>. Daniel the Maintenance Supervisor continues to be out due to his surgery, and I let go one of the PT Maintenance Staff. I've been pulling some shifts in the interim, and have now hired two temporary PT employees who started Friday, August 9<sup>th</sup>.

#### **Events**

The "Back to School Supplies Giveaway" was on August 3<sup>rd</sup>. We have received donations from Knight's of Columbus, Raising Caines, Refinery Church, Donaghy Sales and Taqueria El Dorado. It was a successful event and we handed out over 180 school supply bags.

Food distributions are continuing every 2<sup>nd</sup> and 4<sup>th</sup> Wednesday, and are well attended.

## **Projects**

<u>Miscellaneous.</u> Currently, our A/C unit is running on one of its two compressors. We are soliciting quotes for its repair or replacement, and are crossing our fingers that it continues to operate during these hot days.

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

Pool Project. Update to be provided at the Board Meeting.

<u>Futsal Project.</u> Update to be provided at the Board Meeting.

For the Meeting of: 8/13/2024

Item: F.5



## CALWA RECREATION & PARK DISTRICT REPORT TO THE BOARD

TO:

Board of Directors

FROM:

Tim Chapa, District Administrator

SUBJECT:

Aries Advisors Cell Tower Marketing

**ATTACHMENTS:** CSDA Informational Item

## **RECOMMENDATION:**

That the Board consider allowing Aries Advisors to market the park for potential cellular tower leases.

## **SUMMARY:**

Aries Advisors is a California Special District Association (CSDA) partner, and provides cell tower marketing services to Special Districts for potential cell tower lease revenue. The initial marketing is at no cost. Separate revenue agreements are considered in the case that a potential carrier is interested in siting a tower.

## **BACKGROUND:**

The CSDA provides a variety of support services to Special Districts in California. Among those services is an offering of vendor services, including for the potential marketing and revenue generation from cellular tower leases. Aries Advisors is a CSDA partner, and is offering its services to the District to market the site for potential wireless carrier customers. There is no upfront cost to the District, and Aries Advisors assumes all marketing costs. Typical property registration fees are waived for CSDA members.

### **FISCAL IMPACT:**

None immediate, but it does create the potential for revenue generation in a yet as unknown amount.