

For the Meeting of: 10/15/2024
Agenda Item No.: E-1

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

TO: Board of Directors

FROM: District Administrator, Tim Chapa

SUBJECT: Fiscal Year 2023/24 Audit

RECOMMENDATION:

That the Board receive and file the Annual Audit Financial Report for Fiscal Year 2023/24 as prepared by Cuttone & Mastro CPAs.

SUMMARY:

The firm of Cuttone & Mastro has completed the Annual Audit Financial Report for Fiscal Year 2023/24. The Report presents an independent review of the District's financial statements as of June 30, 2023. The primary purpose of a financial audit is to render an opinion on whether the District's financial statement reports are presented fairly in conformity to applicable generally accepted accounting standards.

Attachments:

- Financial Statements

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**CALWA RECREATION AND PARK DISTRICT
FINANCIAL STATEMENTS
WITH ACCOMPANYING INFORMATION
AND
INDEPENDENT AUDITOR'S REPORT
FOR THE YEAR ENDED JUNE 30, 2023**

DRAFT
CALWA RECREATION AND PARK DISTRICT
FINANCIAL STATEMENTS
JUNE 30, 2023

Table of Contents

	<u>Page</u>
Board of Directors and Administration	1
Independent Auditor's Report	2 - 3
Basic Financial Statements:	
Government-Wide Financial Statements:	
Statement of Net Position	4
Statement of Activities	5
Fund Financial Statements:	
Governmental Funds:	
Balance Sheet and Reconciliation of the Governmental Fund Balance Sheet to Statement of Net Position	6
Statement of Revenues, Expenditures and Changes in Fund Balance	7
Reconciliation of the Statement of Revenues, Expenditures and Changes In Fund Balance of Governmental Funds to the Statement of Activities	8
Notes to Financial Statements	9-15
Required Supplementary Information:	
Schedule of Revenues, Expenditures and Changes in Fund Balance – Budget to Actual – Governmental Funds	17

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CALWA RECREATION AND PARK DISTRICT
BOARD OF DIRECTORS AND ADMINISTRATION
JUNE 30, 2023

Board of Directors

Esmeralda Zamora

Chairperson

Raul Guerra

Vice-Chair

Laura Garcia

Director

Joseph Perez

Director

Mary L. Rosales

Director

Administration

Tim Chapa

District Administrator

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Independent Auditor's Report

To the Board of Directors
Calwa Recreation and Park District
Fresno, California

Opinion

We have audited the accompanying statements of Calwa Recreation and Park District (the district) as of and for the year ended June 30, 2023, and the related notes to the financial statements, as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Calwa Recreation and Park District, as of June 30, 2023, and the changes in its financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Calwa Recreation and Park District, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

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

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

Auditor's Responsibility for the Audit of the Financial Statements

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

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

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

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

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the budgetary comparison information on page 17 be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

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

October 7, 2024

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CALWA RECREATION AND PARK DISTRICT
STATEMENT OF NET POSITION
June 30, 2023

	<u>Governmental Activities</u>
ASSETS	
Cash	\$ 810,256
Receivables	5,346
Restricted Assets - Cash	88,758
Capital Assets	<u>506,639</u>
Total Assets	<u>1,410,999</u>
 LIABILITIES	
Accounts Payable	11,118
Accrued Payroll	7,014
Accrued Vacation Payable	13,391
Long-term Debt:	
Due Within One Year	21,235
Due in More Than One Year	<u>69,329</u>
Total Liabilities	<u>122,087</u>
 NET POSITION	
Net Investment in Capital Assets	416,075
Restricted for Pool Construction	88,758
Unrestricted	<u>784,079</u>
Total Net Position	<u>\$ 1,288,912</u>

The accompanying notes are an integral part of these financial statements.

CALWA RECREATION AND PARK DISTRICT
STATEMENT OF ACTIVITIES
For the Year Ended June 30, 2023

	Program Revenues				Net (Expense) Revenue and Change in Net Position		
	Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions		Governmental Activities	Business-Type Activities	Total
Functions/Programs	\$ 471,238	\$ 9,525	\$ -	\$ -	\$ (410,675)	\$ -	\$ (410,675)
Governmental activities:							
Community Services	\$ 471,238	\$ 9,525	\$ -	\$ -	\$ (410,675)	\$ -	\$ (410,675)
Total Governmental Activities	<u>471,238</u>	<u>9,525</u>	<u>-</u>	<u>-</u>	<u>(410,675)</u>	<u>-</u>	<u>(410,675)</u>
General Revenues:							
Unrestricted					419,972	-	419,972
Property Taxes					15,918	-	15,918
Interest					435,890	-	435,890
Total General Revenues					<u>435,890</u>	<u>-</u>	<u>435,890</u>
Change In Net Position					25,215	-	25,215
Net Position - Beginning					<u>1,263,697</u>	<u>-</u>	<u>1,263,697</u>
Net Position - Ending					<u>\$ 1,288,912</u>	<u>\$ -</u>	<u>\$ 1,288,912</u>

The accompanying notes are an integral part of these financial statements.

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CALWA RECREATION AND PARK DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
June 30, 2023

	<u>General Fund</u>
ASSETS	
Cash	\$ 810,256
Receivables	5,346
Restricted Cash	<u>88,758</u>
Total Assets	<u>\$ 904,360</u>
LIABILITIES	
Accounts Payable	\$ 11,118
Accrued Payroll	7,014
Accrued Vacation Payable	<u>13,391</u>
Total Liabilities	<u>31,523</u>
FUND BALANCE	
Restricted	88,758
Unassigned	<u>784,079</u>
Total Fund Balance	<u>872,837</u>
Total Liabilities and Fund Balance	<u>\$ 904,360</u>

RECONCILIATION TO STATEMENT OF NET POSITION:

Amounts reported for governmental activities in the Statement of Net Position are different because:

Total fund balance reported above.	\$ 872,837
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Capital assets (net of depreciation) used in governmental activities are not financial resources and therefore are not reported in the funds.	506,639
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Long-term liabilities applicable to governmental entities are not due and payable in the current period and accordingly are not reported as fund liabilities.	<u>(90,564)</u>
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Total Net Position - Governmental Activities	<u>\$ 1,288,912</u>
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The accompanying notes are an integral part of these financial statements.

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CALWA RECREATION AND PARK DISTRICT
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
GOVERNMENTAL FUNDS
For the Year Ended June 30, 2023

	<u>General Fund</u>
REVENUES	
Property Taxes	\$ 419,972
Investment Income	15,918
Park Rent and Service Revenue	51,038
Contributions	8,100
Grant	<u>1,425</u>
Total Revenues	<u>496,453</u>
 EXPENDITURES	
Payroll and Benefits	220,350
Directors Fees	3,029
Dues and Subscriptions	3,748
Election Costs	1,040
Insurance	40,301
Legal and Professional	22,704
Miscellaneous	2,543
Office	4,612
Repairs and Maintenance	36,126
Security	572
Supplies	24,270
Utilities	71,325
Debt Service	
Principal	20,656
Interest	2,812
Capital Outlay	<u>2,435</u>
Total Expenditures	<u>456,523</u>
 Net Change In Fund Balance	 39,930
 Fund Balance At Beginning Of Year	 <u>832,907</u>
 Fund Balance At End Of Year	 <u><u>872,837</u></u>

The accompanying notes are an integral part of these financial statements.

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CALWA RECREATION AND PARK DISTRICT
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND CHANGES
IN FUND BALANCE OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES
GOVERNMENTAL FUNDS
For the Year Ended June 30, 2023

RECONCILIATION TO STATEMENT OF ACTIVITIES:

Net Changes in Fund Balance - Governmental Funds \$ 39,930

All capital outlays to purchase or build capital assets are reported in governmental activities as expenditures. However, for governmental activities those capital outlays other than non-capitalized items are shown in the statement of net position and allocated over their estimated useful lives as annual depreciation expense in the statement of activities. This is the amount by which capital outlays exceeds depreciation in the period.

Capital Outlay	\$	2,435	
Depreciation Expense		<u>(37,806)</u>	(35,371)

Note proceeds are reported as financing sources in governmental funds and thus contribute to the change in fund balances. In the statement of net position, however, acquiring debt increases long-term liabilities and does not affect the state of activities. Additionally, repayment of principal is an expenditure in the governmental funds but reduces liability in the statement of net position.

Principal Payments		<u>20,656</u>	
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Total Changes in Net Position - Governmental Activities \$ 25,215

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CALWA RECREATION AND PARK DISTRICT
NOTES TO FINANCIAL STATEMENTS
For the Year Ended June 30, 2023

(1) Description of Entity

(a) Description of Operations

Calwa Recreation and Park District was formed March 17, 1955 as a special district in the State of California and is governed by a five-person board of directors. The District was established to provide community services for the Calwa, California area.

- (b) In accordance with the requirements of Statement No. 14, *The Financial Reporting Entity, of the Governmental Accounting Standards Board (GASB)*, the financial statements must present the District (the primary government) and its component units. Pursuant to this criterion, no component units were identified for inclusion in the accompanying financial statements.

(2) Summary of Significant Accounting Policies

(a) Basic Financial Statements

The financial statements of the Calwa Recreation and Park District (District) have been prepared in conformity with generally accepted accounting principles (GAAP) in the United States as applied to government units. The Governmental Accounting Standards Board (GASB) is the accepted standard setting body for establishing governmental accounting and financial reporting principles. The more significant of the government's policies are described below.

Basic financial statements are presented at both the government-wide and fund financial level. Government-wide financial statements report information about the reporting unit as a whole. For the most, the effect of interfund activity has been removed from these statements. These statements focus on the sustainability of the District as an entity and the change in aggregate financial position resulting from the activities of the year. These aggregated statements consist of the Statement of Net Position and the Statement of Activities.

The statement of activities demonstrates the degree to which the direct expenses of a given function or business-type activity is offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function. Program revenues include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or business-type activity and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or business type activity. Taxes and other items not included among program revenues are reported instead as general revenues.

Fund financial statements report information at the individual fund level. Each fund is considered to be a separate accounting entity. The District has no proprietary type funds, therefore only reports governmental type funds.

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CALWA RECREATION AND PARK DISTRICT
NOTES TO FINANCIAL STATEMENTS
For the Year Ended June 30, 2023
(Continued)

(b) Measurement Focus, Basis of Accounting, and Basis of Presentation

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the District considers revenues to be available if they are collected within 60 days after year end. Expenditures are recorded when the related fund liability is incurred.

The District reports the following governmental funds:

General Fund

This is the general operating fund of the District. It is used to account for all financial resources concerned with operating the District.

(c) Cash Equivalents and Investments

The District considers all highly liquid investments (including restricted cash and investments) with maturities of three months or less when purchased to be cash equivalents. This includes bank certificates of deposit and deposits with the County of Fresno investment pool.

(d) Capital Assets

Capital assets which include property, plant and equipment are reported in the government-wide financial statements. Capital assets are recorded at historical cost. Donated assets are recorded at estimated fair market value as of the date of the donation. The costs of normal maintenance and repairs that do not add to the value or capacity of the asset or materially extend assets lives are not capitalized. Major outlays for capital assets and improvements are capitalized as projects are constructed.

Depreciation on exhaustible assets is recorded as an allocated expense in the Statement of Activities with accumulated depreciation reflected in the Statement of Net Position. Depreciation on the remaining capital assets is provided on the straight-line basis over the following estimated useful lives:

The estimated useful lives of the various assets of the District are as follows:

<u>Type of Assets</u>	<u>Estimated Useful Life In Years</u>
Buildings and Improvements	10 - 40
Equipment	5 – 10

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CALWA RECREATION AND PARK DISTRICT
NOTES TO FINANCIAL STATEMENTS
For the Year Ended June 30, 2023
(Continued)

(e) Property Tax Revenues

The County of Fresno is the collection agency for taxes within the County. Taxes are recognized as revenues in the current year when the District is notified by the County of the amounts. They become a lien against the property on the date of levy. Taxes are due and payable at the County on April 10 and December 10 for real property and August 15 for personal property, and collections are remitted to the District.

(f) Economic Dependency

The District receives a substantial amount of its support from property tax revenue. During the year ended June 30, 2023, property tax revenues represent 85% of total revenue.

(g) Compensated Absences

Full-time and part-time, permanent employees are granted vacation benefits in specified maximums depending on tenure with the District. Unused vacation may be accumulated beyond each calendar year. Employees may be entitled to compensation for the unused amount for accrued vacation upon separation of service. Sick leave is granted to employees, but is not accumulated beyond the calendar year and any unused portion of sick time is not paid out upon separation.

(h) Equity Classifications

Government-wide Statements

Equity is classified as net position and displayed in three components:

- a. **Invested in capital assets, net of related debt**—Consists of capital assets including restricted capital assets, net of accumulated depreciation and reduced by the outstanding balances of any bonds mortgages, notes, or other borrowings that are attributable to the acquisition, construction, or improvement of those assets.
- b. **Restricted net position**—Consists of net position with constraints placed on the use either by (1) external groups such as creditors, grantors, contributors, or laws or regulations of other governments; or (2) law through constitutional provisions or enabling legislation.
- c. **Unrestricted net position**—All other net position that do not meet the definition of “restricted” or “invested in capital assets, net of related debt.”

Governmental fund equity is classified as fund balance. Fund balance is further classified as follows:

- a. **Restricted** – amounts that can be spent only for specific purposes because of enabling legislation or because of constraints that are externally imposed by creditors, grantors, contributors, or the laws or regulations of other governments.
- b. **Committed** – amounts that can be used only for specific purposes determined by a formal action of the District Board (Board). The Board is the highest level of decision-making authority for the District. Commitments may be established, modified, or rescinded only through resolutions or motions approved by the Board.

DRAFT
CALWA RECREATION AND PARK DISTRICT
NOTES TO FINANCIAL STATEMENTS
For the Year Ended June 30, 2023
(Continued)

- c. **Assigned** – amounts that do not meet the criteria to be classified as restricted or committed but that are intended to be used for specific purposes. Only the Board has the authority to assign amounts for specific purposes.
- d. **Unassigned** – all other spendable amounts.

(i) Budgets

The District adopts an annual budget. The general fund budget is presented on the modified accrual basis of accounting which is consistent with generally accepted accounting principles ("GAAP").

(j) Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingencies at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

(3) Cash and Cash Equivalents

All cash of the District is deposited in a Bank of the West bank account or the Fresno County Treasury where it is invested in savings accounts and short-term investments by the County Treasurer under the Fresno County cash management program. Interest income is allocated to the District by the Fresno County Treasury (the District's fiscal agent) quarterly based on its average cash balances. The District's investments in the Fresno County Treasury are stated at cost, which approximates market.

Cash and cash equivalents at June 30, 2023 consisted of the following:

Bank of the West	\$ 25,152
Fresno County	<u>873,862</u>
	<u>\$899,014</u>

Fair Value Measurements

The framework for measuring fair value provides a fair value hierarchy that categorizes the inputs to valuation techniques used to measure fair value into three levels. The fair value hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1) and lowest priority to unobservable inputs (Level 3). The three levels of the fair value hierarchy are described as follows:

- Level 1: Inputs to the valuation methodology are quoted prices (unadjusted) for identical assets or liabilities in active markets that a government can access at the measurement date.
- Level 2: Inputs to valuation methodology include inputs – other than quoted prices included within Level 1 that are observable for an asset or liability, either directly or indirectly.
- Level 3: Inputs to the valuation methodology are unobservable and significant to the fair value measurement.

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CALWA RECREATION AND PARK DISTRICT
NOTES TO FINANCIAL STATEMENTS
For the Year Ended June 30, 2023
(Continued)

	<u>Total</u>	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>
Investments by fair value level:				
Fresno County Treasurer Pooled Cash Fund	873,862	-	873,862	-
	<u>\$ 873,862</u>	<u>\$ -</u>	<u>\$ 873,862</u>	<u>\$ -</u>

The asset's or liability's fair value measurement level within a fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. Valuation techniques used need to maximize the use of observable inputs and minimize the use of unobservable inputs.

Fresno County Treasurer Fund

The Fresno County Treasurer's Pooled Cash Portfolio (Pool) is a pooled investment fund program governed by the Fresno County's Board of Supervisors and administered by the Fresno County Treasurer. Investments in the Pool are highly liquid as deposits and withdrawals can be made at any time without penalty. The Pool does not impose a maximum investment limit. The Fresno County's bank deposits are either federally insured or collateralized in accordance with the California Government Code.

Authorized Deposits and Investments

The District's investment policy authorizes investments in the Fresno County Treasurer's Pooled Cash Portfolio. The District's investment policy does not contain specific provisions intended to limit its exposure to interest rate risk, credit risk, custodial risk, and concentration of credit risk.

Disclosures Relating to Interest Rate Risk

Interest rate risk is the risk that changes in market interest rates will adversely affect the fair value of an investment. Generally, the longer the maturity of an investment, the greater the sensitivity of its fair value to changes in market interest rates. The District does not have a formal investment policy that would further limit investment maturities as a means of managing its exposure to fair value losses arising from increasing rates.

Disclosures Relating to Credit Risk

Generally, credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization; however, the Fresno County Pool is not rated.

Concentration of Credit Risk

Concentration of credit risk is the risk of loss attributed to the magnitude of the District's investment in a single issuer of securities. When investments are concentrated in one issuer, this concentration presents a heightened risk of potential loss. The District's deposit portfolio with governmental agencies consists of Fresno County at 97%, of the District's total depository and investment portfolio. The District does not have a formal investment policy that would further limit exposure to concentration of credit risk.

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CALWA RECREATION AND PARK DISTRICT
NOTES TO FINANCIAL STATEMENTS
For the Year Ended June 30, 2023
(Continued)

Custodial Credit Risk

Custodial credit risk for deposits is the risk that, in the event of the failure of a depository financial institution, a government will not be able to recover its deposits or will not be able to recover collateral securities that are in the possession of an outside party. The California Government Code does not contain legal or policy requirements that would limit the exposure to custodial credit risk for deposits, other than the following provision for deposits: The California Government Code requires that a financial institution secure deposits made by state or local governmental units by pledging securities in an undivided collateral pool held by a depository regulated under state law (unless so waived by the governmental unit). The market value of the pledged securities in the collateral pool must equal at least 110% of the total amount deposited by the public agencies. As of June 30, 2023, the District did not have cash with banks that exceeded federal depository insurance limits.

The custodial risk for investments is the risk that, in the event of the failure of the counterparty to a transaction, a government will not be able to recover the value of its investment or collateral securities that are in the possession of another party. The California Government Code does not contain legal or policy requirements that would limit the exposure to custodial credit risk for investments. With respect to investments, custodial credit risk generally applies only to direct investments in marketable securities. Custodial credit risk does not apply to a local government's indirect investment in securities through the use of mutual funds or government investment pools (such as Fresno County Pool).

(4) Capital Assets

Capital asset activity for governmental activities for the year ended June 30, 2023 was as follows:

	Balance July 1, 2022	Increases	Decreases	Balance June 30, 2023
Land	\$ 90,000	\$ -	\$ -	\$ 90,000
Building Improvements	1,166,597	2,435	2,000	1,167,032
Equipment	189,746	-	-	189,746
	1,446,343	2,435	2,000	1,446,778
Less Accumulated Depreciation	904,333	(37,806)	(2,000)	940,139
 Governmental Activities				
Capital Assets, Net	<u>\$ 542,010</u>	<u>\$ (35,371)</u>	<u>\$ -</u>	<u>\$ 506,639</u>

(5) Excess of Expenditures over Appropriations

During the year ended June 30, 2023, the District incurred expenditures in the general fund in excess of amounts the amount appropriated as follows:

	Budget	Actual	Variance
Total Expenditures	<u>\$ 411,039</u>	<u>\$ 456,523</u>	<u>\$ (45,484)</u>

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CALWA RECREATION AND PARK DISTRICT
NOTES TO FINANCIAL STATEMENTS
For the Year Ended June 30, 2023
(Continued)

(6) Notes Payable

Notes Payable consisted of the following at June 30, 2023:

Note payable, due in monthly installments of \$1,956 at 3% per annum, through July, 2027, secured by park field lighting.	\$ 90,564
Less: Current Portion	<u>21,235</u>
Net Long-Term Portion	<u><u>\$ 69,329</u></u>

Maturities of long-term debt as of June 30 are as follows:

2024	\$ 21,235
2025	21,829
2026	22,440
2027	23,067
2028	<u>1,993</u>
	<u><u>\$ 90,564</u></u>

Noncurrent liabilities for the year ended June 30, 2023 was as follows:

	Balance July 1, 2022	Increases	Decreases	Balance June 30, 2023
Governmental Activities:				
Equipment Loans	<u>\$ 111,220</u>	<u>\$ -</u>	<u>\$ 20,656</u>	<u>\$ 90,564</u>
	<u><u>\$ 111,220</u></u>	<u><u>\$ -</u></u>	<u><u>\$ 20,656</u></u>	<u><u>\$ 90,564</u></u>

(7) Subsequent Events

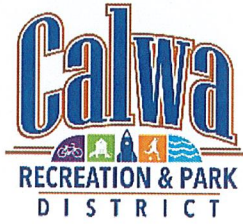
The District evaluated subsequent events for recognition and disclosure through October 7, 2024, the date which these financial statements were available to be issued. The District has received funding from the state in the amount of \$179,206 for a reimbursable futsal project to construct a soccer field. Work on the soccer field has not yet started.

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SUPPLEMENTARY INFORMATION

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CALWA RECREATION AND PARK DISTRICT
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE-
BUDGET AND ACTUAL-GOVERNMENTAL FUNDS
For the Year Ended June 30, 2023

	Original And Final <u>Budget</u>	<u>Actual</u>	Variance Favorable (Unfavorable)
REVENUES			
Property Taxes	\$ 351,946	\$ 419,972	\$ 68,026
Contributions	20,000	8,100	(11,900)
Investment Income	3,014	15,918	12,904
Grant	454,206	1,425	(452,781)
Park Rents and Charges	<u>84,950</u>	<u>51,038</u>	<u>(33,912)</u>
Total Revenues	<u>914,116</u>	<u>496,453</u>	<u>(417,663)</u>
EXPENDITURES			
Payroll and Benefits	210,816	220,350	(9,534)
Directors Fees	1,860	3,029	(1,169)
Dues and Subscriptions	-	3,748	(3,748)
Election Costs	500	1,040	(540)
Insurance	16,970	40,301	(23,331)
Legal and Professional Fees	20,555	22,704	(2,149)
Miscellaneous	200	2,543	(2,343)
Office	1,740	4,612	(2,872)
Repairs and Maintenance	42,000	36,126	5,874
Security	1,125	572	553
Supplies	17,380	24,270	(6,890)
Utilities	74,160	71,325	2,835
Debt Service			
Principal	-	20,656	(20,656)
Interest	2,220	2,812	(592)
Capital Outlay	<u>21,513</u>	<u>2,435</u>	<u>19,078</u>
Total Expenditures	<u>411,039</u>	<u>456,523</u>	<u>(45,484)</u>
Net Change In Fund Balance	<u>\$ 503,077</u>	39,930	<u>\$ (463,147)</u>
Fund Balance, Beginning of Year		<u>832,907</u>	
Fund Balance, End of Year		<u>\$ 872,837</u>	



For the Meeting of: 10/15/2024

Item: E.2

CALWA RECREATION & PARK DISTRICT REPORT TO THE BOARD

TO: Board of Directors

FROM: Tim Chapa, District Administrator

SUBJECT: Purchase of Two (2) John Deere Gator Electric Utility Vehicles

ATTACHMENTS: Grant Approval (G-224477 & G-224478)
Purchase Orders

RECOMMENDATION:

That the Board approve the purchase of two (2) John Deere Gator Electric Utility Vehicles funded by the San Joaquin Valley Air Pollution Control District (SJVAPQD) Public Benefit Grant Program, and authorize the District Administrator to execute purchase orders for the vehicles.

SUMMARY:

At the July meeting the Board authorized the District Administrator to submit applications to the SJVAPCD Public Benefit Grant Program for the purchase of alternative fuel utility vehicles. The grant program provides up to \$20,000 reimbursement for qualifying vehicles. We have received grant approval for the purchase of two (2) John Deere Gator Electric Utility vehicles at a cost of \$18,437.16 each. This will allow for the replacement of our current inoperable utility vehicle while adding an additional unit to our fleet.

BACKGROUND:

The SJVAPCD Public Benefit Grant Program will provide up to \$20,000 reimbursement for the purchase of alternative fuel utility vehicles. Our District is within the "South Central Community" area as designated by the SJVAPCD, and we are therefore eligible to submit for a grant.

Our current utility vehicle is over seven years old, has damage to its frame and axle, is inoperable and is in need of replacement. The grant applications have been approved and reimbursement will occur after procurement of the vehicle as well as submittal of appropriate documentation.

FISCAL IMPACT:

None as the reimbursable grants will cover the full cost of the vehicles. Subsequent surplus of the current utility vehicle may result in a minor income amount.



Calwa Recreation and Park District

SAN JOAQUIN VALLEY AIR POLLUTION CONTROL DISTRICT

Public Benefit Grants Program

New Alternative Fuel Vehicle Purchase Component

Application Number: G-224477

Vehicle Make: John Deere

Vehicle Model: Gator TE

Vehicle Model Year: 2024

Vehicle Type: Battery-Electric

Maximum Eligible Amount: \$18,437.16

Calwa Recreation and Park District

SAN JOAQUIN VALLEY AIR POLLUTION CONTROL DISTRICT

Public Benefit Grants Program

New Alternative Fuel Vehicle Purchase Component

Application Number: G-224478

Vehicle Make: John Deere

Vehicle Model: Gator TE

Vehicle Model Year: 2024

Vehicle Type: Battery-Electric

Maximum Eligible Amount: \$18,437.16

Calwa Recreation & Park District
 4545 E. Church Avenue
 Fresno, CA 93725
 (559) 344-3866
tchapa@calwarecreation.org
 Tim Chapa

DATE
10/16/2024
PURCHASE ORDER NO.
2024-01
CUSTOMER NO.
001M

BILL TO
 Calwa Recreation & Park District
 4545 E. Church Avenue
 Fresno, CA 93725
 (559) 344-3866
tchapa@calwarecreation.org
 Tim Chapa

SHIP TO
 Calwa Recreation & Park District
 4545 E. Church Avenue
 Fresno, CA 93725
 (559) 344-3866
tchapa@calwarecreation.org
 Tim Chapa

SHIP VIA	FOB	SHIPPING TERMS	PAYMENT	DELIVERY DATE

ITEM NO.	DESCRIPTION	QTY	UNIT PRICE	TOTAL
559SM	John Deere Gator TE (MY 2024)	1	\$17,013.07	\$17,013.07
				\$0.00
1015	Turf Tires	1	INCL	\$0.00
2016	Non Adj Seat	1	INCL	\$0.00
3003	Delux Cargo Bo w/Brake & Tail	1	INCL	\$0.00
	lights & Spray on Liner	1	INCL	\$0.00
3101	Cargo Box Power Lift	1	INCL	\$0.00
3300	48V to 12V Converter	1	INCL	\$0.00
4054	Front Protection Package	1	INCL	\$0.00
4199	Less Rear Protection Package	1	INCL	\$0.00
6010	1.25 In. (38mm) R R Hitch	1	INCL	\$0.00
	Dealer Attachments:		INCL	\$0.00
	Horn Kit	1	INCL	\$0.00
	Power Outlet for TE Gator	1	INCL	\$0.00
	Rear Bumper	1	INCL	\$0.00
	TE Canopy	1	INCL	\$0.00

SUBTOTAL		\$17,013.07
TAX	8.35%	\$1,420.59
SHIPPING / HANDLING		INCL
SBOE Fee		\$3.50
TOTAL		\$18,437.16

Remarks / Instructions:

Please make check payable to Your Company Name.

THANK YOU

DATE	AUTHORIZED SIGNATURE
-------------	-----------------------------

For questions concerning this purchase order, please contact
 Tim Chapa, (559) 344-3866, tchapa@calwarecreation.org

Calwa Recreation & Park District
 4545 E. Church Avenue
 Fresno, CA 93725
 (559) 344-3866
tchapa@calwarecreation.org
 Tim Chapa

DATE	10/16/2024
PURCHASE ORDER NO.	2024-02
CUSTOMER NO.	001M

BILL TO
 Calwa Recreation & Park District
 4545 E. Church Avenue
 Fresno, CA 93725
 (559) 344-3866
tchapa@calwarecreation.org
 Tim Chapa

SHIP TO
 Calwa Recreation & Park District
 4545 E. Church Avenue
 Fresno, CA 93725
 (559) 344-3866
tchapa@calwarecreation.org
 Tim Chapa

SHIP VIA	FOB	SHIPPING TERMS	PAYMENT	DELIVERY DATE

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	Power Outlet for TE Gator	1	INCL	\$0.00
	Rear Bumper	1	INCL	\$0.00
	TE Canopy	1	INCL	\$0.00

Remarks / Instructions:

Please make check payable to Your Company Name.

THANK YOU

SUBTOTAL		\$17,013.07
TAX	8.35%	\$1,420.59
SHIPPING / HANDLING		INCL
SBOE Fee		\$3.50
TOTAL		\$18,437.16

DATE	AUTHORIZED SIGNATURE
-------------	-----------------------------

For questions concerning this purchase order, please contact
 Tim Chapa, (559) 344-3866, tchapa@calwarecreation.org

Quote Id: 31387613

Prepared For:
CALWA RECREATION & PARK DISTRICT

Prepared By: **Matthew Miller**

Fresno Equipment Co.
4288 S. Bagley
Fresno, CA 93725

Tel: 559-486-8020
Mobile Phone: 559-960-4825
Fax: 559-444-1700
Email: mmiller@fresnoequipment.com

Date: 24 July 2024

Offer Expires: 31 July 2024

Confidential



Quote Summary

Prepared For:
CALWA RECREATION & PARK DISTRICT
4545 E CHURCH AVE
FRESNO, CA 93725
Business: 559-264-6867
VERONICA@CALWARECREATION.ORG

Prepared By:
Matthew Miller
Fresno Equipment Co.
4288 S. Bagley
Fresno, CA 93725
Phone: 559-486-8020
Mobile: 559-960-4825
mmiller@fresnoequipment.com

Quote Id: 31387613
Created On: 24 July 2024
Last Modified On: 24 July 2024
Expiration Date: 31 July 2024

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE GATOR™ TE (Model Year 2024)	\$ 21,678.82	\$ 17,013.07 X	2 =	\$ 34,026.14
Equipment Total				\$ 34,026.14

Quote Summary

Equipment Total	\$ 34,026.14
SubTotal	\$ 34,026.14
8.35 FRESNO CITY RESIDENTIAL - (8.35%)	\$ 2,841.18
SBOE FEE	\$ 7.00
Est. Service Agreement Tax	\$ 0.00
Total	\$ 36,874.32
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 36,874.32

Salesperson : X _____

Accepted By : X _____



Quote Id: 31387613

Customer: CALWA RECREATION & PARK DISTRICT

JOHN DEERE GATOR™ TE (Model Year 2024)

Hours:

Stock Number:

Suggested List

\$ 21,678.82

Code	Description	Qty
559SM	GATOR™ TE (Model Year 2024)	2

Standard Options - Per Unit

0202	United States	2
0505	Build to Order	2
1015	Turf Tires	2
2016	Non Adjustable Seat	2
3003	Deluxe Cargo Box with Brake and Taillights and Spray-On Liner	2
3101	Cargo Box Power Lift	2
3300	48V to 12V Converter	2
4054	Front Protection Package	2
4199	Less Rear Protection Package	2
6010	1.25 In. (38mm) Rear Receiver Hitch	2

Dealer Attachments

BM23193	Horn kit	2
WWE TE145	Power outlet for TE Gato	2
BM22767	Rear Bumper	2
TE Canopy	TE Canopy	2

Other Charges

Freight	2
Setup	2



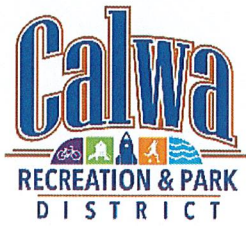
JOHN DEERE



Quote Id: 31387613

Customer: CALWA RECREATION & PARK DISTRICT

Fresno Equipment Co. - Fresno, CA
4288 S. Bagley
Fresno, CA 93725
Phone: 559-486-8020
E-Mail: fresnostore@fresnoequipment.com



For the Meeting of: 10/15/2024
Agenda Item No.: E-3

CALWA RECREATION & PARK DISTRICT REPORT TO THE BOARD

TO: Board of Directors

FROM: District Administrator, Tim Chapa

SUBJECT: Mini-Pitch Site Preparation Contract Award

RECOMMENDATION:

District Administrator recommends that the Board:

1. Award the contract for the project to Toster Asphalt, P.O. Box 27014, Fresno, CA 93729, in the amount of \$132,250, as lowest responsive and responsible bidder; and
2. Approve a construction contingency for change orders in the amount of \$13,250 (10%) for this project; and
3. Authorize the District Administrator to sign contract documents on behalf of the District.

SUMMARY:

This project will install the concrete pad for the mini-pitch field, including access for electrical lighting, a concrete ADA walkway, and provide for all necessary permits and business licenses as required.

REASON FOR RECOMMENDATION:

The District has been working towards implementing this project for several years after having received grant funding through the State Parks OGALS program and the USSF Soccer Grant. The project will provide the site preparation necessary for the Dual Mini-Pitch Futsal Field. It includes a new concrete court pad upon which the mini-pitch will be installed, including providing the electrical access for the field's lighting system, concrete ADA walkway access and all permits/licenses as may be necessary. Upon curing of the concrete and completion of the site preparation, the mini-pitch will be installed.

During the project bidding phase, the Notice Inviting Bids was circulated in the Fresno and Tulare County local builders' exchanges. The Notice was also posted on the District website. Additionally, other reputable contractors experienced with this type of construction were made aware of the project and invited to bid on the project as well.

On October 8, 2024 the District Administrator received and opened three bid proposals for this project:

Contractor	Bid
1. Toster Asphalt, Inc.	\$132,250.00
2. JT2 dba Todd Companies	\$278,925.00
3. American Paving Company	\$329,000.00
Staff's Estimate	\$122,000.00

The bids were analyzed and all were found to be responsive and responsible. As such, the District Administrator recommends that the award be made to the low bidder, Toster Asphalt, Inc., who submitted a complete and responsive bid. Award of the contract will allow the District to proceed with the project.

FISCAL IMPACT:

Sufficient funds are budgeted for the project The project is being funded by State Parks OGAL funds of \$179,200, a \$20,000 USSF Soccer Grant and by local funds of \$252,000.

Attachments:

- Resolution
- Contract

RESOLUTION NO. 24-10

RESOLUTION OF THE BOARD OF DIRECTORS OF THE CALWA RECREATION AND PARK DISTRICT AWARDED CONTRACT FOR THE SITE PREPARATION CALWA MINI-PITCH PROJECT TO TOSTER ASPHALT, INC.

WHEREAS, the Invitation to Bid for the Site-Preparation Project was posted on the District website and was sent electronically and to the Fresno County Builder’s Exchange and the Tulare County Builder’s Exchange; and

WHEREAS, the Project consists of mobilization/demobilization, concrete or asphalt court pad, access to electrical lighting, concrete ADA walkway and permits and licenses as necessary; and

WHEREAS, the following bids for the Project were publicly opened and read aloud at the Calwa Recreation and Park District Office on October 8, 2024:

Contractor	Base Bid
Tosted Asphalt, Inc.	\$132,250.00
JT2 dba Todd Co.	\$278,925.00
American Paving Co.	\$329,000.00

WHEREAS, the District Administrator’s Estimate was \$122,000.

WHEREAS, the bid from Toster Asphalt, Inc. was the lowest responsive and responsible bid.

NOW, THEREFORE, the Board of Directors of Calwa Recreation and Park resolves as follows:

1. The foregoing recitals are true and correct and incorporated by reference.
2. Upon the recommendation of the District Administrator the Board awards the Site Preparation Mini-Pitch Project Contract to Toster Asphalt, Inc. in the amount of \$132,250.00 (One Hundred Thirty Two Thousand Two Hundred Fifty Dollars and No Cents.)

3. The District Administrator is authorized to sign the contract on behalf of the District.
4. This resolution shall become effective immediately upon its adoption.

CERTIFICATION

Adoption of the foregoing Resolution No. 2024-10 was moved by Director _____ and seconded by Director _____ and adopted at a Regular Meeting held on October 15, 2024, by the following vote:

AYES: _____

NOES: _____

ABSTENTIONS: _____

ABSENCES: _____

Secretary of the Board of Directors

CONTRACT

THIS CONTRACT, is made by and between Toster Asphalt, Inc., hereinafter called the Contractor, and the Calwa Park District, hereinafter called the Owner.

WITNESSETH:

The Contractor and the Owner, for the consideration hereinafter stated, agree as follows:

1. SCOPE OF WORK.

The Contractor agrees to furnish all labor and materials, including tools, implements, and appliances required, and to perform all the work in a good and workmanlike manner, free from any and all liens and claims of mechanics, teamsters, draymen and laborers required for the

SITE PREPARATION – CALWA MINI-PITCH PROJECT

as shown on the plans prepared by the Calwa Park District in strict compliance with the Plans, Drawings and Specifications therefore prepared by the Owner and other Contract Documents relating thereto.

2. CONTRACT DOCUMENTS.

The term Contract includes all “Contract Documents” which include the following:

- A. Advertisement (Notice Inviting Bids)
- B. Wage Scale (Prevailing Wages)
- C. Plans and Drawings
- D. Addenda and Bulletins
- E. Contractors Bid Proposal hereto attached
- F. This Contract

3. COMPENSATION.

The Owner agrees to pay the Contractor for the performance of the Contract the sum of One Hundred Thirty Two Thousand Two Hundred Fifty Dollars and No Cents (\$132,250.00).

It is understood that said price is based upon the estimated quantities of materials to be used as set forth in the Proposal; and upon completion of the project, the final contract price shall be revised, if necessary, to reflect the true quantities used at the stated unit price thereof as contained in the Contractor’s Proposal hereto attached.

4. SUSPENSION OF THE WORK.

- A. General: The Work may be suspended in whole or in part when determined by the District Administrator that the suspension is necessary in the interest of the Owner. The Contractor shall comply immediately with any written order of the District Administrator. Such suspension shall be without liability to the Contractor on the part of the Owner except as otherwise provided in subsection 7C.
- B. Archaeological and Paleontological Discoveries: If discovery is made of items of archaeological or paleontological interest, the Contractor shall immediately cease excavation in the area of discovery and shall not continue until ordered by the District Administrator.

Discoveries which may be encountered may include, but not be limited to, dwelling sites, stone implements or other artifacts, animal bones, human bones, and fossils. The Contractor shall be entitled to an extension of time and compensation in accordance with Section 7.

5. TERMINATION OF THE CONTRACT FOR DEFAULT.

- A. General: If, prior to the acceptance of the Work, the Contractor:
- (1) Becomes insolvent, assigns its assets for the benefit of its creditors, is unable become due, or is otherwise financially unable to complete the Work;
 - (2) Abandons the Work by failing to report to the Work site and diligently prosecute the Work to completion;
 - (3) Disregards written instructions from the District Administrator or materially violates provisions of the Contract Documents;
 - (4) Fails to prosecute the Work according to the schedule approved by the District Administrator;
 - (5) Disregards laws or regulations of any public body having jurisdiction; or
 - (6) Commits continuous or repeated violations of regulatory or statutory safety requirements, then the Owner will consider the Contractor in default of the Contract.
- B. Notices: Notices and other written communications regarding default between the Contractor, the Owner, and the Surety shall be transmitted as follows:
- (1) Personal delivery with proof of delivery which may be made by declaration under penalty of perjury by any person over the age of 18 years. The proof of delivery shall show that delivery was performed in accordance with these provisions. Service shall be effective on the date of delivery. Notices given to the Contractor by personal

delivery may be made to the Contractor's authorized representative at the Work site;
or

- (2) Certified mail addressed to the mailing address of the recipient postage prepaid; return receipt requested. Service shall be effective on the date of the receipt of the mailing.

Simultaneously, the Owner may send the same notice by regular mail. If a notice that is sent by certified mail is returned unsigned, then delivery shall be effective pursuant to regular mail, provided that the notice that was sent by regular mail is not returned.

C. Notice to Cure: The Owner will issue a written notice to cure the default to the Contractor and its Surety. The Contractor shall commence satisfactory corrective actions within 5 Working Days after receipt.

D. Notice of Termination for Default: If the Contractor fails to commence satisfactory corrective action within 5 Working Days after receipt of the notice to cure, or to diligently continue satisfactory and timely correction of the default thereafter, then the Owner will recommend to the Board that the Contractor be found in default of the Contract and upon such finding by the Board:

- (1) Will terminate the Contractor's right to perform under the Contract by issuing a written notice of termination for default to the Contractor and its Surety;
- (2) May use any materials, equipment, tools, or other facilities furnished by the Contractor to secure and maintain the Work site; and
- (3) May furnish labor, equipment, and materials the Owner deems necessary to secure and maintain the Work site.

The provisions of this subsection shall be in addition to all other legal rights and remedies available to the Owner.

E. Responsibilities of the Surety: Upon receipt of the written notice of termination for default, the Surety shall immediately assume all rights, obligations, and liabilities of the Contractor under the Contract. If the Surety fails to protect and maintain the Work site, the Owner may do so, and may recover all costs incurred. The Surety shall notify the Owner that it is assuming all rights, obligations, and liabilities of the Contractor under the Contract and all money that is due, or would become due, to the Contractor shall be payable to the Surety as the Work progresses, subject to the terms of the Contract.

Within 15 Working Days of receipt of the written notice of termination for default, the Surety shall submit to the Owner a written plan detailing the course of action it intends to take to remedy the default. The Owner will review the plan detailing and notify the Surety if the plan is satisfactory. If the Surety fails to submit a satisfactory plan, or if the Surety fails to maintain progress according to the plan accepted by the Owner, the Owner may, upon 48 hours written notice, exclude the Surety from the premises, take possession of all material and equipment, and complete the Work in any way the Owner deems to be

expedient. The cost of completing the Work by the Owner shall be charged against the Surety and may be deducted from any monies due, or which would become due, the Surety. If the amounts due under the Contract are insufficient for completion, the Surety shall pay the Owner, within 30 Days after the Owner submits an invoice, all costs in excess of the remaining Contract Price.

F. Payment: The Surety will be paid for completion of the Work in accordance less the value of damages caused to the Owner by the acts of the Contractor.

6. TERMINATION OF THE CONTRACT FOR CONVENIENCE.

The Owner may terminate the Contract if it becomes impossible or impracticable to proceed, or because of conditions or events beyond the control of the Owner.

A. Notice: The Owner will issue a written notice of termination for convenience as follows:

(1) Personal delivery, with proof of delivery which may be made by declaration under penalty of perjury by any person over the age of 18 years. The proof of delivery shall show that delivery was performed in accordance with these provisions. Service shall be effective on the date of delivery. Notices given to the Contractor by personal delivery may be made to the Contractor's authorized representative at the Work site; or

(2) Certified mail addressed to the mailing address of the recipient postage prepaid; return receipt requested. Service shall be effective on the date of the receipt of the mailing.

Simultaneously, the Owner may send the same notice by regular mail. If a notice that is sent by certified mail is returned unsigned, then delivery shall be effective pursuant to regular mail, provided that the notice that was sent by regular mail is not returned.

B. Cessation of Work: Upon receipt, the Contractor shall immediately cease work, except work the Contractor is directed to complete by the District Administrator or required to complete for public safety and convenience. The Contractor shall immediately notify Subcontractors and suppliers to immediately cease their work.

C. Payment: The Contractor will be paid without duplication for:

(1) Work completed in accordance with Contract Documents prior to the effective date of termination for convenience;

(2) Reasonable costs incurred in settlement of terminated contracts with Subcontractors, suppliers and others; and

(3) Reasonable expenses directly attributable to termination.

The Contractor shall submit a final termination settlement proposal to the Owner no later than 90 days from the effective date of termination, unless extended, in writing, by the Owner upon written request by the Contractor.

If the Contractor fails to submit a proposal, the Owner may determine the amount, if any, due the Contractor as a result of the termination. The Owner will pay the Contractor the amount it determines to be reasonable. If the Contractor disagrees with the amount determined by the Owner as being reasonable, the Contractor shall provide notice to the Owner within 30 Days of receipt of payment. Any amount due shall be as later determined by arbitration, if the Owner and the Contractor agree thereto, or as fixed in a court of law.

7. DELAYS AND EXTENSIONS OF TIME.

- A. General: If delays are caused by unforeseen events beyond the control of the Contractor, such delays will entitle the Contractor to an extension of Contract time as provided herein, but the Contractor will not be entitled to damages or additional payment due to such delays, except as otherwise specified in Subsection 7C of this Contract. Such unforeseen events may include: war, government regulations, labor disputes, strikes, fires, floods, adverse weather or elements necessitating cessation of work, inability to obtain materials, labor, or equipment

No extension of time will be granted for a delay caused by the Contractor's inability to obtain materials unless the Contractor furnishes to the District Administrator documentary proof. The proof must be provided in a timely manner in accordance with the sequence of the Contractor's operations and the approved construction schedule.

If delays beyond the Contractor's control are caused by events other than those mentioned above, the District Administrator may deem an extension of time to be in the best interests of the Owner. The Contractor will not be entitled to damages or additional payment due to such delays, except as otherwise specified in Subsection 7C of this Contract.

If delays beyond the Contractor's control are caused solely by action or inaction of the Owner, such delays will entitle the Contractor to an extension of time per subsection B of this Contract.

- B. Extensions of Time: Extensions of time, when granted, will be based upon the effect of delays to the Work. They will not be granted for non-controlling delays to minor portions of the Work unless it can be shown that such delays did or will delay the progress of the Work.
- C. Payment for Delays: Pursuant to Public Contract Code Section 7102, the Contractor will be compensated for damages incurred due to delays for which the Owner is responsible. Such actual costs will be determined by the District Administrator. The Owner will not be liable for damages which the Contractor could have avoided by any reasonable means, such as judicious handling of forces, equipment or plant. The determination of what damages the Contractor could have avoided will be made by the District Administrator.
- D. Written Notice and Report: If the Contractor desires payment for a delay as specified in subsection C above or an extension of time, it shall file with the District Administrator a written request and report of cause within 30 Days after the beginning of the delay. The

request for payment or extension must be made at least 15 days before the specified completion date. Failure by the Contractor to file these items within the times specified will be considered grounds for refusal by the Owner to consider such a request.

- E. Time of Completion: The Contractor shall complete the Work in fifty (50) Working Days.
- F. Contract Time Accounting: The District Administrator will make a daily determination of each Working Day to be charged against Contract time. These determinations will be discussed and the Contractor will be furnished a periodic statement showing the allowable number of Working Days of Contract time, as adjusted at the beginning of the reporting period. The statement will also indicate the number of Working Days charged during the reporting period and the number of Working Days of Contract time remaining. If the Contractor does not agree with the statement, it shall file a written protest within 15 Days after receipt, setting forth the facts of the protest. Otherwise, the statement will be deemed to have been accepted.

8. COMPLETION, ACCEPTANCE, AND WARRANTY.

- A. Completion: The Contractor shall submit a written assertion that the Work has been completed. If, in the District Administrator's judgment, the Work has been completed in accordance with the Contract Documents, the District Administrator will set forth in writing the date the Work was completed. This will be the date when the Contractor is relieved from responsibility to protect and maintain the Work and to which liquidated damages will be computed.
- B. Acceptance: Acceptance will occur after all of the requirements contained in the Contract Documents have been fulfilled. If, in the District Administrator's judgment, the Contractor has fully performed the Contract, the District Administrator will recommend to the Board that the Contractor's performance of the Contract be accepted.
- C. Warranty: The Work shall be warranted by the Contractor against defective materials and workmanship for a period of 2 years. The warranty period shall start on the date the Work was completed as determined by the District Administrator.

The warranty period for specific items covered under manufacturers' or suppliers' warranties shall commence on the date they are placed into service at the direction of or as approved by the District Administrator in writing.

All warranties express or implied, from subcontractors, manufacturer, or suppliers, of any tier, for the materials furnished and work performed shall be assigned, in writing, to the Owner, and such warranties shall be delivered to the District Administrator prior to acceptance of the Contractor's performance of the Contract.

The Contractor shall replace or repair defective materials and workmanship in a manner satisfactory to the District Administrator, after notice to do so from the District Administrator, and within the time specified in the notice. If the Contractor fails to make such replacement or repairs within the time specified in the notice, the Owner may perform

the replacement or repairs at the Contractor's expense. If the Contractor fails to reimburse the Owner for the actual costs, the Contractor's Surety shall be liable for the cost thereof.

9. LIQUIDATED DAMAGES.

Failure of the Contractor to complete the Work within the time allowed will result in damages being sustained by the Owner. Such damages are, and will continue to be, impracticable and extremely difficult to determine. For each consecutive calendar day in excess of the time specified for completion of the Work, as adjusted in accordance with Section 7 above, the Contractor shall pay to the Owner, or have withheld from monies due it, the sum of \$500.00. Execution of the Contract shall constitute agreement by the Owner and the Contractor that \$500.00 per day is the minimum value of the costs and actual damage caused by the failure of the Contractor to complete the Work within the allotted time. Such sum is liquidated damages and shall not be construed as a penalty, and may be deducted from payments due the Contractor if such delay occurs.

10. INDEMNIFICATION

To the maximum extent permitted by Civil Code Section 2782 *et seq.*, Owner shall not be liable for, and Contractor shall defend, indemnify, and hold harmless Owner and its officers, agents, District Administrators, architects, consultants, employees and volunteers (collectively "Owner Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Contract arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, sub-contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, of Owner Parties. However, Contractor shall have no obligation to defend or indemnify Owner Parties against Claims caused by the active negligence, sole negligence or willful misconduct of Owner Parties. This indemnification shall apply to all liability, as provided for above, regardless of whether any insurance policies are applicable, and insurance policy limits do not act as a limitation upon the amount of the indemnification to be provided by the Contractor.

11. INSURANCE.

Contractor, at its sole cost and expense, shall obtain and maintain in full force and effect throughout the entire term of this Contract, the following-described insurance coverage, insuring not only Contractor and its subcontractors, if any, but also, with the exception of workers' compensation and employer's liability insurance, the Owner, its officers, agents, and employees of each of them:

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

- (1) Insurance Services Office Commercial General Liability coverage (Occurrence form CG 0001).

- (2) Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
- (3) Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance.

B. MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

- (1) General Liability: \$2,000,000 per occurrence for bodily injury, personal injury, and property damage. If commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this product / location or the general aggregate limit shall be twice the required occurrence limit.
- (2) Automobile Liability: \$2,000,000 per accident for bodily injury and property damage.
- (3) Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductible or self-insured retentions must be declared to and approved by the Owner. At the option of the Owner, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Owner, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. OTHER INSURANCE PROVISIONS

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- (1) The Owner, its officers, officials, employees, agents and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Owner, its officers, officials, employees, agents or volunteers.
- (2) For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the Owner, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the Owner, its officers,

officials, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

- (3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Owner, its officials, employees, agents or volunteers.
- (4) The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (5) Each insurance policy required by this clause shall be endorsed to state the coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Owner.

E. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

F. VERIFICATION OF COVERAGE

Contractor shall furnish the Owner with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the Owner. All endorsements are to be received and approved by the Owner before work commences. As an alternative to the Owner's forms, the Contractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

G. SUBCONTRACTOR

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

Contractors Property Damage Liability insurance shall include coverage for property damage caused by blasting, collapse, structural injuries or damage to underground utilities. The policy shall not contain "x", "c" or "u" exclusions.

Certificates of such insurance shall be filed with the Owner concurrently with the execution of this Contract or, with Owner's approval, within ten (10) days thereafter. Said certificates shall be subject to the approval of the Owner.

12. WORKERS COMPENSATION.

Contractor represents that he or she has secured the payment of Worker's Compensation in compliance with the provisions of the Labor Code of the State of California and during the performance of the work contemplated herein will continue so to comply with said provisions of said Code. Contractor shall supply the Owner with certificates of insurance, in triplicate, evidencing that Worker's Compensation Insurance is in effect and providing that the Owner will receive ten (10) days written notice of cancellation. If the Contractor self-insures Worker's Compensation, Certificate of Consent of self-insured shall be provided the Owner.

13. BONDS.

The Contractor shall forthwith furnish in triplicate two bonds, each in the amount of 100 percent of the Contract price. One shall serve as security for the faithful performance of the work (hereafter "Performance Bond"). The second bond shall serve as security for the faithful performance and satisfaction of the persons furnishing materials and performing labor on the work (hereafter "Payment Bond"). Both bonds shall be written by a surety company licensed to transact surety business in the State of California and in the form prescribed by law.

The Performance Bond shall remain in force throughout the period required to complete the work and thereafter for a period of 730 calendar days after final acceptance of the work. The Payment Bond will be released 35 days after the recording date of the Notice of Completion, provided no liens are filed with the Owner. The Payment Bond shall contain provisions such that if the Contractor or its subcontractor shall fail to pay (a) amounts due under the Unemployment Insurance Code with respect to work performed under the contract, or (b) any amounts required to be deducted, withheld and paid over to the Employment Development Department from the wages of the employees of the Contractor and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, then the surety will pay these amounts. In case suit is brought upon the payment bond, the surety will pay reasonable attorneys' fees to be fixed by the court.

14. DEFECTIVE MATERIALS; DEFECTIVE WORK.

Should any of the materials or equipment prove defective or should the work as a whole prove defective, due to faulty workmanship, material furnished or methods of installation, or should the work or any part thereof fail to operate properly as originally intended and in accordance with the plans and specifications, due to any of the above causes, all within twenty four (24) months after date on which the completed project is accepted by the Owner, the undersigned agrees to reimburse the Owner, upon demand, for its expenses incurred in restoring said work to the condition contemplated in said project, including the cost of any such equipment or materials replaced and the cost of removing and replacing any other work necessary to make such replacement or repairs, or, upon demand by the Owner, to replace any such materials and to repair said work completely without cost to the Owner so that said work will function successfully as originally contemplated.

The Owner shall have the unqualified right to make any needed replacement or repairs after a written notice to cure has been served upon the Contractor and a reasonable time to cure has expired. In the event the Owner elects to have said work performed by the undersigned, the

undersigned agrees that the repairs shall be made within a reasonable time after the receipt of demand from the Owner. If the undersigned shall fail or refuse to comply with his obligations under this guaranty, the Owner shall be entitled to all costs and expenses, including attorney's fees, reasonably incurred by reason of the said failure or refusal.

15. LABOR STANDARDS.

- A. General: Contractor agrees that construction work shall be subject to the provisions of state and local regulations. In particular, Contractor agrees to comply with all applicable Labor Code requirements whether or not expressly stated herein.
- B. Wages:
 - (1) General: The Contractor and each subcontractor engaged in the work shall pay each employee an amount not less than the rate established for each trade or occupation listed by the Director of the Department of Industrial Relations, State of California. An employee whose type of work is not covered by any of the classified wage rates shall be paid not less than the rate of wage listed for the classification which most nearly corresponds to the type of work to be performed.
 - (2) State: The Owner has obtained from the Department of Industrial Relations the general prevailing rate of wages in the vicinity of the work to be performed under this Contract. These wage rates are maintained on file by Owner at its principle office and will be made available to any interested party upon request.
 - (3) Enforcement: These wage rates shall be enforced under Sections 1770 through 1780 of the California Labor Code. The Contractor shall be liable for forfeitures or penalties incurred from noncompliance with Labor Code provisions.
 - (4) Payroll Records: Each Contractor and subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the work on the Project. Such records shall be certified and available for inspection at all reasonable hours at the principal place of the Contractor as required by Labor Code Section 1776. Certified payrolls shall be submitted weekly to Owner c/o District Administrator. Electronic certified payrolls shall also be submitted weekly directly to the Labor Commissioner, Division of Labor Standards Enforcement.
- C. Preference for Resident Labor: Whenever possible in the employment of labor for performance of the work, the Contractor shall give preference to qualified persons residing within the general area of the work.
- D. Hours of Labor: Pursuant to the Labor Code, eight hours of labor shall constitute a legal day's work. The Contractor or any subcontractor shall not require any more than eight hours of labor in a day from any person employed in the performance of the work under this Contract except for authorized work as provided under paragraph Subsection E below.

Failure of the Contractor to perform the work in accordance with this policy of the State of California shall be deemed a failure to comply with the provisions of this Contract.

- E. Overtime Work: In accordance with Labor Code Section 1813, the Contractor shall as a penalty to the State or political subdivision on whose behalf the Contract is made or awarded, forfeit twenty-five (\$25.00) for each worker employed in the execution of the 39Contract by the Contractor or by any subcontractor for each calendar day during which said worker is required or permitted to work more than eight hours in any one calendar day and forty hours in any one calendar week in violation of Labor Code Sections 1810-1815.

Overtime and shift work may be established as a regular procedure by the Contractor with reasonable notice and written permission of the Owner. No work other than overtime and shift work established as a regular procedure shall be performed between the hours of 6:00 p.m. and 7:00 a.m. nor on Saturdays, Sundays or holidays except such work as is necessary for the proper care and protection of the work already performed or in case of an emergency.

Contractor agrees to pay the costs of overtime inspection except those occurring as a result of overtime and shift work established as a regular procedure. Overtime inspection shall include inspection required during holidays, Saturdays, Sundays and weekdays between the hours of 6:00 p.m. and 7:00 a.m. Costs of overtime inspection will cover District Administrator, inspection, general supervision and overhead expenses which are directly chargeable to the overtime work. Contractor agrees that Owner shall deduct such charges from payments due the Contractor.

- F. Apprentices: The Contractor and subcontractors shall comply with the requirements of Sections 1777.5 and 1777.6 of the Labor Code in the employment of apprentices.

Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex officio the Administrator of Apprenticeship Standards and its branch offices.

- G. Compliance with SB 854: California Labor Code: Contractor represents that it has complied and will continue to comply with all applicable registration and disclosure requirements of SB 854 and acknowledges the following:

- (1) No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]
- (2) No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
- (3) This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

- (4) No bid proposals will be accepted nor any contract entered into with a contractor without proof of registration described above.
- (5) Contractor must post any job site notices required by regulation. It is the Contractor's responsibility to know the current regulations.
- (6) Contractor must furnish electronic certified payroll records to the Division of Labor Standards Enforcement ("Labor Commissioner") as required. The Contractor is responsible for checking with the Department of Industrial Relations for any notices regarding this requirement.

16. LAWS, REGULATIONS AND PERMITS.

- A. General: The Contractor shall give the notices required by law and comply with all laws, ordinances, rules and regulations pertaining to the conduct of the work. The Contractor shall be liable for violations of the law in connection with work provided by the Contractor. If the Contractor observes that the drawings, specifications are at variance with any laws, ordinances, rules or regulations, the Contractor shall promptly notify the District Administrator in writing of such variance. The Owner shall promptly review the matter and, if necessary, shall issue a change order or take any other action necessary to bring about compliance with the law, ordinance, rule or regulation in question. Contractor agrees not to perform work known to be contrary to any laws, ordinances, rules, or regulations.
- B. Permits and Licenses: Unless otherwise specified herein, permits and licenses from governmental agencies which are necessary only for and during the prosecution of the work and the subsequent guarantee period shall be secured and paid for by the Contractor. Permits and licenses of regulatory agencies which are necessary to be maintained after completion of the guarantee period shall be secured and paid for by the Owner.
- C. Patents and Royalties: The costs involved in fees, royalties or claims for any patented invention, article, process or method that may be used upon or in a manner connected with the work under this Contract or with the use of completed work by the Owner, shall be paid by the Contractor. The Contractor and Contractor's sureties shall protect, defend, and hold Owner together with Owner's officers, agents and employees, harmless against any and all demands made for such fees or claims brought or made by the holder of any invention or patent. Before final payment is made on the account of this Contract, the Contractor shall, if requested by the Owner, furnish acceptable proof of a proper release from all such fees or claims.

Should the Contractor, agent, employee or any of them be enjoined from furnishing or using any invention, article, material or plans supplied or required to be supplied or used under this contract, the Contractor shall promptly pay such royalties and secure the requisite licenses; or, subject to acceptance by the Owner, substitute other articles, materials or appliances in lieu thereof which are of equal efficiency, quality, finish, suitability and market value to those planned or required under the Contract. Descriptive information of these substitutions shall be submitted to the District Administrator for determination of general conformance to the design concept and the construction Contract.

Should the Owner elect to refuse the substitution, the Contractor agrees to pay such royalties and secure such valid licenses as may be requisite for the Owner, Owner's officers, agents and employees or any of them, to use such invention, article, material or appliance without being disturbed or in any way interfered with by any proceeding in law or equity on account thereof.

17. CALIFORNIA LAW AND VENUE.

The terms of this Contract shall be governed by and construed in accordance with the laws of the State of California applicable to contracts entered into and to be performed in California. In the event any part of this Contract shall be held to be invalid, void, or otherwise unenforceable for any reason, the Contract shall be modified rather than voided, if possible, in order to achieve the intent of the parties to the extent possible and in any event, all other provisions of this Contract shall remain valid and enforceable.

18. MUTUAL NEGOTIATION.

Contractor acknowledges that the provisions herein have been mutually negotiated and neither party shall be construed to be the drafter of this Contract.

19. ATTORNEY'S FEES.

In the event of litigation concerning this Contract the prevailing party shall be awarded reasonable attorney fees and costs of suit, in addition to appropriate compensatory damages or other relief ordered for the benefit of the prevailing party.

IN WITNESS WHEREOF, the parties have executed this Contract as set forth below:

Calwa Recreation & Park District
(OWNER)

Tosted Asphalt, Inc.
(CONTRACTOR)

By: _____
Tim Chapa, District Administrator

By: _____

Date: _____

Title: _____

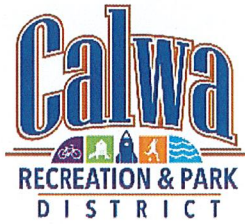
Approved as to Form:

Federal Taxpayer I.D. No.

Hilda Cantu-Montoy, District Counsel

Date: _____

Date: _____



For the Meeting of: 10/15/2024
Agenda Item No.: E-4

CALWA RECREATION & PARK DISTRICT REPORT TO THE BOARD

TO: Board of Directors

FROM: District Administrator, Tim Chapa

SUBJECT: Mini-Pitch Field Installation Purchase

RECOMMENDATION:

District Administrator recommends that the Board:

1. Adopt resolution approving agreement with Musco Lighting Dual Mini-Pitch System through the Sourcewell national joint powers agreement, in the amount of \$235,200 for the Purchase of the Field Installation Calwa Mini-Pitch System
2. Authorize the District Administrator to sign contract documents on behalf of the District.

SUMMARY:

This project will install the Musco Lighting Dual Mini-Pitch system, two side by side outdoor futsal fields measuring a total of 96 feet by 104 feet.

REASON FOR RECOMMENDATION:

The District has been working towards implementing this project for several years after having received grant funding through the State Parks OGALS program and the USSF Soccer Grant. The project will provide the field installation for the Dual Mini-Pitch Futsal Field. It includes two side by side fields, with LED lighting and SNAPSPO RTS patented sports court tile. The mini-pitch will be installed upon completion of the site preparation (by separate contract) and complete curing of the concrete pad.

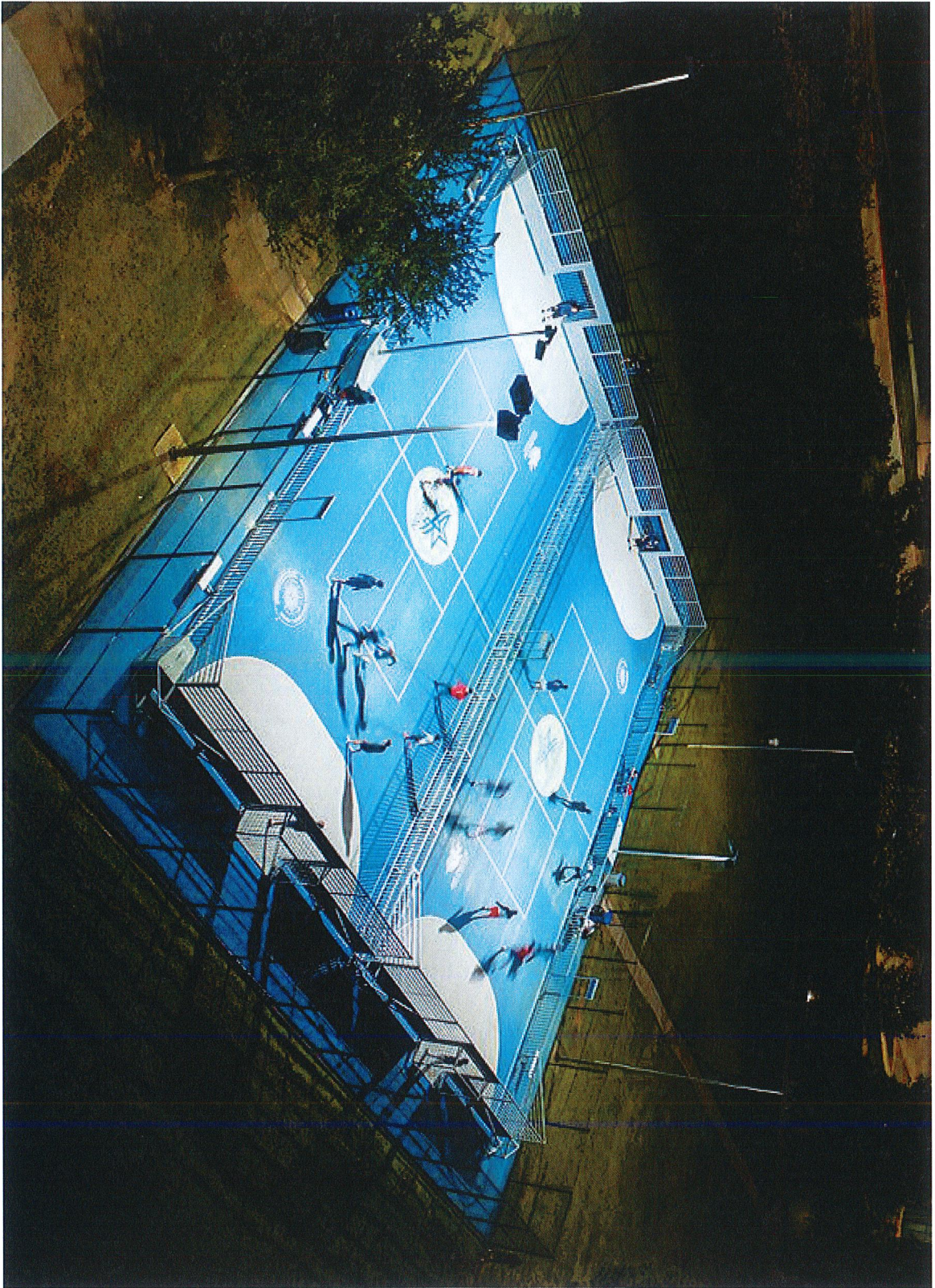
The purchase is being made in accordance with a joint powers agreement to procure equipment. The District is a member of Sourcewell, which is a national joint power agreement that was derived through a competitive bid process. It allows the District to piggyback onto that process and procure and make equipment purchases without internal bidding.. The District will be obtaining the Musco Lighting Dual Mini-Pitch System using Sourcewell Contract No. 041123-MSL.

FISCAL IMPACT:

Sufficient funds are budgeted for the project The project is being funded by State Parks OGAL funds of \$179,200, a \$20,000 USSF Soccer Grant and by local funds of \$252,000.

Attachments:

- Resolution
- Purchase Agreement



RESOLUTION NO. 2024-11

RESOLUTION OF THE BOARD OF DIRECTORS OF THE CALWA RECREATION AND PARK DISTRICT APPROVING AGREEMENT WITH MUSCO SPORTS LIGHTING, LLC FOR THE PURCHASE OF THE FIELD INSTALLATION CALWA MINI-PITCH SYSTEM

WHEREAS, the District may utilize joint powers agreements to procure equipment; and

WHEREAS, the Project consists of the field installation for the Dual Mini-Pitch Futsal System which includes two side by side fields, with LED lighting and SNAPSPORTS patented sports court tile; and

WHEREAS, the District is a member of Sourcewell, which is a national joint power agreement that allows the District to procure and make equipment purchases directly as the Sourcewell process was competitively procured; and

WHEREAS, the District has considered the procurement of the Musco Lighting Dual Mini-Pitch System using Sourcewell Contract No. 041123-MSL for \$235,200 plus applicable taxes.

NOW, THEREFORE, the Board of Directors of Calwa Recreation and Park resolves as follows:

- (1) The foregoing recitals are true and correct and incorporated by reference.
- (2) Upon the recommendation of the District Administrator the Board approves the purchase of Musco Lighting Dual Mini-Pitch System through the Sourcewell Contract No. 041123-MSL in the amount of \$235,200.00 (Two Hundred Thirty Five Thousand Two Hundred Dollars and No Cents.), plus applicable taxes.
- (3) The District Administrator is authorized to sign the purchase agreement on behalf of the District.
- (4) This resolution shall become effective immediately upon its adoption.

(Certification on following page)

CERTIFICATION

Adoption of the foregoing Resolution No. 2024-11 was moved by Director _____ and seconded by Director _____ and adopted at a Regular Meeting held on October 15, 2024, by the following vote:

AYES: _____

NOES: _____

ABSTENTIONS: _____

ABSENCES: _____

Secretary of the Board of Directors

Purchase Agreement

Date: October 10, 2024

Project Name: Calwa Recreation Mini-Pitch

Project #: 232048

1. SELLER NAME AND ADDRESS: Musco Sports Lighting, LLC ("Musco") 100 1 st Avenue West – PO Box 808 Oskaloosa, IA 52577 Attn: Holly Swim Email: holly.swim@musco.com Telephone: 641-673-0411 800-825-6020 Ext 2974 Fax: 800-374-6402	2. BUYER NAME AND ADDRESS: Calwa Park and Recreation District (the "Buyer") 4545 E Church Ave Fresno, CA 93725 Attn: Tim Chapa Email: tchapa@calwarecreation.org Telephone: 559-344-3866
3. OWNER NAME AND ADDRESS: Calwa Park and Recreation District 4545 E Church Ave Fresno, CA 93725 Attn: Tim Chapa Email: tchapa@calwarecreation.org Telephone: 559-344-3866	4. SHIPPING NAME AND ADDRESS: Calwa Park and Recreation District 4545 E Church Ave Fresno, CA 93725 Attn: Tim Chapa Email: tchapa@calwarecreation.org Telephone: 559-344-3866
5. WARRANTY CONTACT: Calwa Park and Recreation District 4545 E Church Ave Fresno, CA 93725 Attn: Tim Chapa Email: tchapa@calwarecreation.org Telephone: 559-344-3866	6. FACILITY NAME AND ADDRESS: Calwa Recreation Mini-Pitch 4545 E Church Ave Fresno, CA 93725

- 7. EQUIPMENT DESCRIPTION** – Musco shall sell, transfer, and deliver to Buyer, and Buyer will purchase, accept, and pay for the following goods (the "Equipment") in accordance with the "Total Price" paragraph of this Agreement:

Mini-Pitch System™ Modular Sports Solution with TLC for LED® Technology

- (1) 96 x 104ft Mini-Pitch System galvanized fence panels and structure
- Built-in goals
- Seating accommodations and cupholders
- Lockable storage
- (16) Signs
- (2) – 24 ft galvanized steel poles
- (4) – Factory aimed and assembled TLC for LED® luminaires
- Remote electrical component enclosures
- Control-Link® control cabinet

Built to the following specifications:

- Phase to pole: single phase
- Structural integrity: based upon CBC 2022, STD 95 MPH

- 8. RESPONSIBILITIES OF THE BUYER AND/OR THIRD PARTY** – Buyer/Third Party agrees to:
Refer to responsibilities listed in the Installation Scope of Work in Exhibit A.



Purchase Agreement

Date: October 10, 2024

Project Name: Calwa Recreation Mini-Pitch

Project #: 232048

9. Control-Link Central™ customer support services: commission the system, provide automated facility management reports, provide on-off schedules via Control-Link Central™ app or website, email, or phone; and provide technical support 24 hours a day, seven days a week.

10. **MUSCO SERVICES** – Musco agrees to provide, itself or through its subcontractors, design, layout, testing and commissioning for the Equipment and the following (collectively, the "Services"):

Installation – refer to the Installation Scope of Work in Exhibit A.

11. **10-YEAR WARRANTY (the "Warranty")**

- **Warranty service begins:** On the date of product shipment
- Musco warrants your Mini-Pitch System™ modular sports solution to be free from defects in materials and workmanship as outlined in Musco's 10-Year Warranty. Musco agrees to provide labor and materials to replace defective parts or repair defects in workmanship. This includes all Musco manufactured product (wire harnesses, drivers, luminaires, poles, fence panels, goals, etc.).

12. **TOTAL PRICE** – Buyer will pay for the above-described Equipment and, if applicable, Services. The Total Price of \$235,200 plus applicable taxes is payable as follows.

- - \$20,000 VIK Soccer Grant
- \$215,200 within 30 days from invoice date

A copy of the payment and performance bond (if applicable) is required prior to shipment.

Monthly progress invoicing and payments will apply.

Final payment shall not be withheld by Buyer on account of delays beyond the control of Musco.

Project is being purchased through the following cooperative purchasing agreement:

Sourcewell (contract number 041123-MSL)

Price includes delivery, unloading, and installation to the address indicated in item #4 of this Agreement. Price does not include sales tax.

Payments not paid when due are subject to a carrying charge for each month past due or will be pro-rated for the portion of the month there is an unpaid balance. Carrying charges shall accrue in the amount of one and one half percent (1½%) per month of any overdue unpaid balance, or the maximum rate permitted by law, whichever is less.

Source of Funds: Buyer agrees that Buyer's payment to Musco is not contingent upon Buyer getting paid by the Owner/End User.

Buyer may not hold back or set off any amounts owed to Musco in satisfaction of any claims asserted by Buyer against Musco. No partial payment by Buyer shall constitute satisfaction of the entire outstanding balance of any invoice of Musco, notwithstanding any notation or statement accompanying that payment.

The Total Price was calculated utilizing parameters outlined in the project specifications. In the event soil conditions vary from those relied upon, or if the soil cannot be readily excavated, Buyer shall be responsible for Musco's additional associated costs, including but not limited to the cost of design, alternate foundations, additional materials, and labor.

13. **TAXES** – Buyer shall pay all applicable state and local sales taxes, use or any similar tax invoiced appropriately by Musco.

Taxable Non-Taxable (Copy of resale or exemption certificate must be attached. Note: Just holding a sales tax permit does not, in and of itself, qualify for a non-taxable sale.)



Purchase Agreement

Date: October 10, 2024

Project Name: Calwa Recreation Mini-Pitch

Project #: 232048

14. PAYMENT/PERFORMANCE BONDING – Is there a bond on this project? Yes No

Principal Bond Holder:	
Bonding Company Name:	
Bonding Company Address:	
Bonding Company Address	
Phone Number:	
Bond Number:	

15. DELIVERY – Normal delivery to the shipping address indicated above is 8 to 12 weeks after submittal approval or release of order, if later. If the Equipment is shipped in multiple lots, Musco shall prepare a separate invoice for the price of the Equipment shipped at the time of each shipment. Buyer shall pay the amount of each such invoice upon the same terms as set out in the "Total Price" paragraph of this Agreement. Equipment will be shipped after finance agreement is finalized between Buyer and Lender.

All deliveries shall be made by means of a common carrier or some other reasonable means chosen by Musco. All risk of loss to Equipment sold shall pass to Buyer upon Musco's substantial completion of the Services.

Delivery is subject to Buyer maintaining credit satisfactory to Musco. Musco may suspend or delay performance or delivery at any time pending receipt of assurances, including full or partial prepayment or payment of any outstanding amounts owed adequate to Musco in its discretion, of Buyer's ability to pay. Failure to provide such assurances shall entitle Musco to cancel this contract without further liability or obligation to Buyer.

16. NO RETAINAGE/WARRANTY – Buyer acknowledges payment in full is required within the agreed terms. Warranty claims and back charges shall not be deducted from contract payments without prior approval of Musco's Warranty Department (877-347-3319). Musco's Equipment and its performance are sold subject to Musco's written warranty. The Warranty provided by Musco shall be in lieu of all other representations, warranties and conditions of any kind, in respect of the Equipment or the Services and Musco disclaims any other representation, warranty or condition whatsoever, whether written or oral, express or implied, statutory or otherwise, including, but not limited to, the implied warranties and conditions of merchantability and fitness for a particular purpose.

Buyer acknowledges that any warranty and/or maintenance guarantee contained within payment/performance bonds issued on Musco's behalf pursuant to this Agreement and the corresponding liability on behalf of the issuing surety shall apply only to the first 12 months of any warranty and/or maintenance obligation of Musco specified in the written Warranty to be delivered to Buyer. The balance of any warranty and/or maintenance obligation greater than 12 months shall be the sole responsibility of Musco and shall not be guaranteed by a third party.

17. EXCLUSION OF SPECIAL DAMAGES – In no event shall Musco be liable for incidental, special or consequential damages, including without limitation lost revenues and profits, in respect of this Agreement or the Equipment and, if applicable, Services provided hereunder.

18. LIMITATIONS PERIOD – Unless otherwise specified in the Warranty to be delivered to Buyer, any action or proceeding against Musco arising out of or relating to the Equipment or Services will be forever barred unless commenced within the earlier of: (a) one (1) year after delivery of the Equipment or if applicable, completion of the Services; or (b) the period prescribed by the applicable statute of limitation or repose.

19. SECURITY AGREEMENT – In consideration of the promises contained herein, Buyer hereby grants and conveys to Musco, to secure payment and performance of all obligations in full, a purchase money security interest in the Equipment, including all repairs, replacements and accessions thereto and proceeds thereof (collectively referred to as the "Secured Property"). Buyer hereby irrevocably authorizes Musco at any time to register in any registration office in any province (including personal property registries and if applicable, land titles or real property registries) any initial financing statements, financing change statements, notices of security interest or other documents relating to this security interest or this transaction. Buyer further agrees to promptly furnish any information requested by Musco to effectuate



Purchase Agreement

Date: October 10, 2024

Project Name: Calwa Recreation Mini-Pitch

Project #: 232048

the terms of this Agreement. Buyer further agrees to execute any document reasonably required by Musco to perfect the security interest granted herein and to assure the preservation, priority, and enforcement of such security interest. Buyer agrees that value has been given for this security interest and that the parties have not agreed to postpone the time for attachment of the security interest.

20. **INSURANCE** – From and after delivery, regardless of the pending performance of the Services, until such time as Buyer has performed in full all obligations contained herein, Buyer shall maintain adequate insurance covering the Equipment in accordance with generally accepted business practices. Buyer shall name Musco as loss payee until such time as Buyer has performed in full all obligations contained herein.
21. **DEFAULT** – Each of the following shall constitute a default (“Default”) under this Agreement: a) failure to pay, in full, any payment when due hereunder; b) Buyer becomes the subject of a bankruptcy, receivership or insolvency proceeding; c) any warranty, representation or statement made or furnished to Musco by or on behalf of the Buyer proved to have been false in any material respect when made or furnished; d) loss, theft, damage, destruction or encumbrance to, or of, the Secured Property or the making of any levee, seizure or attachment thereof or thereon prior to payment in full; or e) the occurrence or non-occurrence of any event or events which causes Musco, in good faith, to deem itself insecure for any reason whatsoever.
22. **REMEDIES UPON DEFAULT** – In the event of Default, Musco may, at its option, and without notice or demand: a) declare the entire unpaid balance owing hereunder due and payable at once; b) proceed to recover judgment for the entire unpaid balance due; c) exercise all rights provided to Musco under this Agreement, any applicable personal property security act (or similar legislation), at law or in equity including but not limited to entering the Buyer’s premises and taking possession of the Secured Property. All the remedies described herein are cumulative and may be exercised in any order by Musco. Buyer agrees to pay all costs (including reasonable attorney’s fees and court costs) incurred by Musco in disposing of the Secured Property and collecting any amounts owing hereunder, and such costs shall be part of the obligations secured hereunder.
23. **FORCE MAJEURE** – Musco shall not be liable for delays or failure to perform in respect of the Equipment or the Services due, directly or indirectly, to (i) causes beyond Musco’s reasonable control, or (ii) acts of God or nature, acts (including failure to act) of any governmental authority, wars (declared or undeclared), strikes or other labor disputes, fires, and natural calamities (such as floods, earthquakes, storms, epidemics).
24. **EEO COMPLIANCE** – When applicable, Musco and Subcontractor shall comply with the EEO Clause in Section 202 of Executive Order 11246, as amended, which is incorporated herein by specific reference.
When applicable, Musco and Subcontractor shall abide by the requirements of 41 CFR 60-741.5(a) and 41 CFR 60-300.5(a). These regulations prohibit discrimination against qualified individuals on the basis of disability and against qualified protected veterans, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities and qualified protected veterans.

25. CONDITIONS OF AGREEMENT

- a. **APPLICABLE LAW** – This Agreement shall be governed by the laws, including the Uniform Commercial Code, adopted in the State of Iowa as effective and in force on the date of this Agreement.
- b. **EXPENSES/REMEDIES** – Buyer shall pay to Musco the reasonable expenses, including court costs, legal and administrative expenses, and reasonable legal fees (on a solicitor and client basis), paid or incurred by Musco in endeavoring to collect amounts due from Buyer to Musco. It is further understood that if Buyer does not make a payment as due, Musco has the right to forward appropriate notices or claims on jobs with owners, bonding companies, general contractors, or the like, as deemed appropriate by Musco.
- c. **ENTIRE AGREEMENT** – This Agreement, the written Warranty to be delivered to Buyer, and any invoice issued by Musco pursuant to this Agreement constitute the entire agreement between the parties and supersede all prior statements of any kind made by the parties or their representatives.



Purchase Agreement

Date: October 10, 2024 Project Name: Calwa Recreation Mini-Pitch Project #: 232048

No representative or employee of Musco has any authority to bind Musco to any term, representation, or warranty other than those specifically included in this written Agreement or the written Warranty to be delivered to Buyer in connection with this Agreement. This Agreement may not be amended or supplemented except by written agreement executed by Musco and Buyer.

- d. **ACCEPTANCE** – This Agreement is subject to the approval of Musco’s Credit Department and the written acceptance of this Order by Musco.

Calwa Parks and Recreation District

MUSCO SPORTS LIGHTING, LLC

Acceptance
this ____ day of _____, 20__

Acceptance
this ____ day of _____, 20__

Signature

Signature

Name and Title

Name and Title

Please remember to return all pages of this agreement.



EXHIBIT A

Customer/Electrical Contractor Responsibilities

General:

1. Provide complete access to the site for construction utilizing 2-wheel drive rubber tire equipment.
2. Locate existing underground utilities not covered by your local utilities. (i.e., water lines, electrical lines, irrigation systems, and sprinkler heads). Musco or subcontractor will not be responsible for repairs to unmarked utilities.
3. Locate and mark either the center or the corners of Mini-Pitch System™ per Musco supplied layout drawing.
4. Pay any power company fees and requirements.
5. Provide electrical service and distribution panel capable of handling electrical requirements of Mini-Pitch System™
6. Provide either a concrete or asphalt pad according to the requirements of corresponding Mini-Pitch System™.
7. Provide an area on site for disposal of packaging material (i.e., pallets, wood cribbing, and cardboard boxes) unless determined that Musco's subcontractor(s) will haul packing materials off-site.
8. Pay all permitting fees and obtain any required electrical or structural permits.

Musco Responsibilities:

1. Provide a complete Mini-Pitch System™
2. Provide concept and assembly drawings.
3. Provide an aiming drawing if lights are included.
4. Provide minimum specifications for pad based on the type of surface to be applied.
5. Provide Project Management as required.
6. Provide stamped design drawing as required.
7. Assist our installing subcontractor(s) and ensure our responsibilities are satisfied.

Musco Subcontractor(s) Responsibilities

General:

1. Provide storage containers for materials (including electrical components enclosures) as needed.
2. Provide necessary waste disposal and daily cleanup.
3. Provide adequate security to protect delivered products from theft, vandalism, or damage during the installation.
4. Confirm the existing underground utilities and irrigation systems have been located and are clearly marked in order to avoid damage from construction equipment. Repair any such damage during construction.

Purchase Agreement

Date: October 10, 2024

Project Name: Calwa Recreation Mini-Pitch

Project #: 232048

5. Limit heavy equipment travel on grass areas when possible—repair damage to grounds which exceeds that which would be normally expected. Indentations caused by heavy equipment traveling over dry ground would be an example of expected damage. Ruts and sod damage caused by equipment traveling over wet grounds would be an example of damage requiring repair.
6. Commence installation upon delivery and proceed without interruption until complete. Notify Musco immediately of any breaks in schedule or delays.
7. Dispose of hazardous materials in an approved manner.
8. Remove packaging material to owner designated location at jobsite.

Mini-Pitch System™ Installation:

1. Provide labor and all equipment to offload Mini-Pitch System™ at job site per scheduled delivery.
2. Provide labor, materials, and equipment to install Mini-Pitch System™ as specified by the assembly drawing.
3. Mark and confirm Mini-Pitch System™ location per drawing (or specifications) provided. If there are any issues, immediately notify your Musco Project Manager.

Electrical:

1. Provide a 120-volt control circuit as required on the concept drawing.
2. Provide a lighting circuit as required on the concept drawing.
3. Commission Control-Link® by contacting Control-Link Central™ at 877-347-3319.

Surface:

1. Provide labor, materials, and equipment to install surface and logos.
2. Clean, prepare, and repair surface according to the specifications of chosen products.

CODE OF CONDUCT

In order to maintain a high-quality jobsite and installation, subcontractor represents to Musco that it has the supervision necessary to, and shall train, manage, supervise, monitor, and inspect the activities of its employees for the purpose of enforcing compliance with these safety requirements. Subcontractor acknowledges that Musco does not undertake any duty toward subcontractor's employees to train, manage, supervise, monitor, and inspect their work activities for the purpose of enforcing compliance with these safety requirements, but subcontractor agrees to abide by any reasonable recommendations made by Musco or Musco representatives with respect to safety.

Subcontractor agrees that it is or will be familiar with and shall abide by the safety rules and regulations of Musco and the Owner, including, but not limited to the Occupational Safety and Health Act of 1970 (OSHA), all rules and regulations established pursuant thereto, and all amendments and supplements thereto.

Subcontractor further agrees to require all its employees, subcontractors, and suppliers to comply with these requirements. Subcontractor shall also observe and comply with all laws with respect to environmental protection applicable to the Project.

Subcontractor shall require all its subcontractors, employees, visitors, suppliers, and agents under its direction to comply with the following:

1. GENERAL JOBSITE SAFETY AND CLEANLINESS.
 - a. Subcontractor's employees and agents shall be required to wear appropriate personal protective equipment including, but not limited to, safety glasses with side shields, work shoes, fall protection devices, and hard hats.
 - b. Where a walking or working surface has an unprotected side or edge which is six feet or more above a lower level, subcontractor shall use guardrail systems, safety net systems, or personal fall arrest systems.
 - c. Jobsite shall be kept free of debris including, but not limited to, cardboard and packing materials which can become windborne.
 - d. Construction equipment shall be parked during non-use in an orderly fashion so as not to create inconvenience to others using the jobsite.
 - e. Subcontractor shall provide for and ensure the use of safety equipment for the Project in accordance with Musco's and Owner's safety requirements, to the extent these may be stricter than federal, state, or local standards, or generally recognized industry applicable standards.

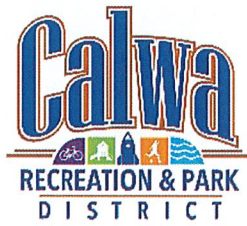
Purchase Agreement

Date: October 10, 2024

Project Name: Calwa Recreation Mini-Pitch

Project #: 232048

- f. Subcontractor shall provide the Musco project manager with an "Emergency List" showing Subcontractor's designated medical doctor, hospital, insurance company, and any other health service providers, such list to be updated within 24 hours of any change in the information provided.
 - g. Within eight (8) hours from the time of an accident (or such shorter period as laws may require), subcontractor shall advise Musco of any accident resulting in injury to any person or damage to any equipment or facility. Upon request, subcontractor shall promptly furnish Musco with a written report of any such accident as well as a copy of all insurance and worker's compensation claims involving the Project.
 - h. Subcontractor shall maintain and inspect all construction equipment, including cranes and other lifting equipment, prior to each use. Subcontractor warrants that all equipment operators shall be qualified for each piece of construction equipment they intend to operate. Documentation of specific training is the responsibility of the subcontractor.
 - i. Jobsite shall be policed daily for compliance to the above conditions.
 - j. Subcontractor's employees and agents are prohibited from using drugs and alcohol on the Project property or being under the influence of alcohol or drugs while performing work on the Project. Anyone observed participating in or observed under the influence will be removed from the Project immediately and prohibited from returning, with no exceptions.
2. CONFORMANCE TO STANDARD MUSCO INSTALLATION GUIDELINES.
- a. Review and understand installation instructions are provided with every product installation.
 - b. Education of installation personnel to allow for highest efficiency and lowest possibility of failure.
 - c. Verify that components have been assembled per Musco installation instructions.
 - d. Verify plumb of concrete foundations prior to standing of poles.
3. PROVIDING A QUALITY INSTALLATION TEAM.
- a. Subcontractor's work directly reflects the quality of the installation and may indirectly relate to the quality of the product upon which Musco's reputation is built.
 - b. Provide and maintain quality installation equipment. Records of maintenance and/or calibration shall be provided upon request.
 - c. Personnel shall be knowledgeable in operation of equipment as well as installation of Musco product.
 - d. All personnel provided by subcontractor shall understand the relationship developed by and between Subcontractor and Musco, also by and between Musco and the customer, and act accordingly.



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

TO: Board of Directors

FROM: Tim Chapa, District Administrator

SUBJECT: Bizare Festival 2025

ATTACHMENTS: Site Map, Event Proposal

RECOMMENDATION:

That the Board consider approving the Park Event Rental Agreement with Serena Lujan for the 2025 Bizare Art Festival.

SUMMARY:

The Bizare Festival is an annual event held at Calwa Park, honoring Hip Hop graffiti artist Lord Bizare and providing an opportunity for graffiti artists worldwide to present their art. The proposed 2025 event will be the 10th anniversary of the event.

BACKGROUND:

The Bizare Festival is a whole park rental to allow over 80 graffiti artists an opportunity to present their art on the park's permanent art wall on the east side of the park. A slight change this year is that over 1/3 of the art spaces will be unavailable due to construction activities from the Prop 68 Renovation Project, such that the event organizers are requesting that temporary spaces be made available to provide for the spaces lost due to the construction activities. The temporary spaces are outlined in the Site Map, and are mostly along the chain link fence areas on the south side of the park. The temporary art will be removed at the end of the event.

FISCAL IMPACT:

The whole park rental will be subject to the newly adopted District Facility Fee schedule. Whole field rental cost is \$1,375 with a deposit of \$500.



E Florence Ave

S Barton Ave

S Barton Ave

S Barton Ave

Church Ave

E Church

- Stationary Art Wall
- Temporary Art Spaces
- Jumpy Houses
- Vendor Booths
- Music Performance & Dance Battle
- Portable Bathrooms

Calwa Recreation & Park District

LIMITS OFF

Event Proposal: 2025 Bizare Art Festival

Event Name: Bizarre Art Festival

Location: Calwa Park, 4545 E Church Ave, Fresno, CA

Date: Saturday, January 25th, 2025

Event Description:

The **Bizarre Art Festival** is a community-driven event showcasing a variety of unique and diverse artistic expressions. We hope to feature stationary and temporary art installations, live music and dance performances, vendor booths, and activities for families, such as jumpy houses. This event aims to celebrate artists while providing an engaging experience for attendees of all ages.

Request for Support:

In preparation for this event, we are requesting the following from Calwa Park management:

1. **Access to the Back Gate:**

We kindly request access to the back gate for the event. This will allow for efficient setup for artists and vendor booths. We will have security personnel stationed at the back gate to ensure safety and proper management.

2. **Main Restrooms Open (Marked Women's Only):**

We request the opening of the main restrooms on the day of the event, with a designation for **women only**. Portable restrooms will also be provided for general use.

3. **Park Access at 7:00 AM for Setup:**

To allow artists and vendors enough time for setup, we request that the park be open at **7:00 AM** on the day of the event. This will enable artists to begin working on their artwork, and vendors to prepare their booths.

4. **Access to Electrical Outlets for the Music Section:**

We will be featuring live music performances in a designated section of the park. To support this, we request access to the electrical outlets located in the area where the music will be played.

Event Features:

As depicted in the attached layout, the event will include the following areas:

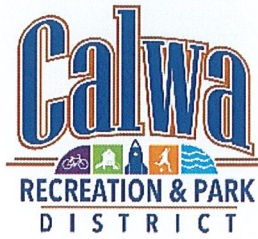
- **Stationary Art Wall**
- **Temporary Art Spaces**
- **Vendor Booths**
- **Portable Restrooms**
- **Music & Dance Section**
- **Jumpy Houses** for children and families

We are excited to host another event at Calwa Park for this vibrant community event. Please let us know if any additional documentation or information is needed.

Thank you for your consideration.

Sincerely,

Serena Lujan



AGREEMENT BETWEEN CALWA RECREATION AND PARK DISTRICT AND SERENA LUJAN

BIZARE ART FESTIVAL

This Agreement ("Agreement") is made and entered into this 15th day of October 2024, by and between the Calwa Recreation and Park District, a special district (hereinafter called "District"), and Serena Lujan (hereinafter called "Permittee")

RECITALS

- A. District provides groups with the opportunity to have special events; and
- B. Permittee has held a Bizare Art Festival in the past and is interested in holding a special event regarding the 2025 Bizare Art Festival on District Property; and
- C. District and Permittee wish to enter this Agreement to have Permittee hold the Bizarre Art Festival at Calwa Park, also referenced as "Premises."

AGREEMENT

1. Use of Park Location. District gives permission to Permittee for use of Calwa Park for its Bizare Art Festival ("Art Event"). The Art Event will be held on January 25, 2025 ("Event Day"). The Park shall be available at 7:00 am for set up and 8:00 pm for take down. All permanent art work shall become District Property. Temporary art work shall remain property of the original artist.
2. Location and site plan. A site plan which depicts where activities will take place and is attached hereto as Exhibit "A" and incorporated by reference. Only the areas shown on the Site Plan may be used. The Hall will **not** be used.
3. Payment. Permittee shall pay the District as follows:
 - a. Cleaning/Repair Deposit: \$500.00 to be paid 30 days before the event. District will refund deposit minus amounts for cleaning or repairs caused by event. A deposit in the amount of \$500.00 to hold the Event Day shall be received by the District upon execution of this Agreement. This Agreement shall not be effective and binding until signed by both parties and until the \$500.00 deposit is received by the District. The balance of \$500.00 shall be paid five (5) days before the Event Day.
 - b. Whole Park Rental for the Event Day shall be \$1,375.

c. If assistance is needed from an employee using District Equipment, a cost of \$250.00 per day will be implemented and deducted from deposit.

d. Permittee shall contact Mid-Valley Disposal or other qualified and legitimate waste business to order a 10-yard bin for trash pick-up due to event. Documentation proof in the form of payment receipts or invoices must be provided to the District seven (7) days before the event date.

4. Contracts, Permits, and Licenses.

a. Permittee shall obtain and pay for all permits and licenses which Permittee may be required to obtain or pay for to carry on any and all of Permittee's operations in connection with the Art Event. All permits and licenses must be submitted to the District Office (10) days before the event.

b. Permittee shall obtain insurance as required by Section 8 of this Agreement and shall provide a Certificate of Insurance to the District Office fourteen (14) days before the Event Day.

5. Operation. During the term of this Agreement, Permittee shall manage and operate the Festival Event. The hours of operation shall be 7:00 am until 8:00 pm. Event hours shall be 11:00 am to 6:00 pm. The Permittee must ensure that everyone leaves the premises by closing time. It is anticipated that 1000 attendees (estimate) will attend the event.

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

a. Only the areas shown on the Site Plan attached to this Agreement will be used. The Hall will not be used for the Art Event.

b. Permittee shall obtain and pay for four (4) security guards from a local firm. A copy of the contract with the security guard company must be submitted to the District Office fourteen (14) days before the Event Day.

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 deduction from deposit.

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 restrooms at the front of the Hall will be open for the event, but marked as use for "Women/Children Only". It is the responsibility of the Permittee to have six (6) portable

bathrooms available for this event. (Requirements may change based upon new estimates of attendees.)

f. 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.

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

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

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

(i) Name: Serena Lujan

(ii) Mobile Phone: 209-581-1898

(iii) Address: 1808 Poppy Lane, Ceres CA. 95307

(iv) Email Address: rain@bizareartfestival.biz

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

k. All activities will be subject to District Park Rules and Regulations 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.

l. Failure to comply with Calwa Park Rules and Regulations will result in early termination of the Art 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.

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

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

o. **The areas that are permitted for applying permanent art will be the "Art Wall" located on the east brick wall of District property.** Due to construction activities of the Proposition 68 Renovation project, the central are of the "Art Wall" will not be available; as a substitute temporary art will be allowed on the areas noted in the Site Plan attached to this agreement. All temporary art will be removed by the end of the event, by 8:00 pm.

p. District is allowed to showcase all art applied to the "Art Wall" on any social media or District website for promotional/marketing purposes.

q. Due to the construction activity, no water connections will be available.

r. Attendees who are aged 18 and under must be accompanied by an adult.

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

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

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

10. Clean-Up. The responsibility of clean-up shall include a thorough clean-up of the Park area on a regular basis, but in no event not less than once every day at closing time by Permittee. District Staff will not be permitted to assist in clean-up unless payment of \$225 was received.

11. Cancellation. Permittee reserves the right to cancel this Agreement by giving District a written notice fourteen (14) days prior to the date of the event. The District shall be able to retain the entire Event Deposit.

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

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

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

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

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

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

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

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

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

**CALWA RECREATION AND
PARK DISTRICT**

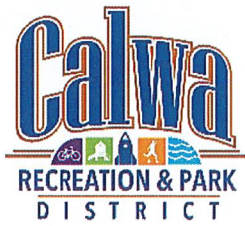
PERMITEE

Tim Chapa
District Administrator

Serena Lujan

Date: _____

Date: _____



For the Meeting of: 10/15/2024

Item: E.6

CALWA RECREATION & PARK DISTRICT REPORT TO THE BOARD

TO: Board of Directors

FROM: Tim Chapa, District Administrator

SUBJECT: Revised District Administrator Purchasing Authority

ATTACHMENTS:

Resolution 2017-23, Purchasing Authority
Resolution 2024-12

RECOMMENDATION:

That the Board consider revising the amount of the District Administrator Purchasing Authority for capital projects from \$2,500 to \$12,500.

SUMMARY:

The current purchasing policy, adopted in 2017, provides for a purchasing authority of \$2,500 for the District Administrator. The District is about to embark on several major capital improvement projects, including the Proposition 68 Renovation Project, the OGALS Mini-Pitch project as well as the Pool Renovation project. These projects may require goods, equipment and services in excess of \$2,500. The District Administrator is requesting a revision to the purchasing policy allowing for a purchasing authority of \$12,500 for capital projects.

BACKGROUND:

The 2017 adoption of the purchasing policy provides for District Administrator purchasing authority of \$2,500 for the procurement of goods, equipment and services. Purchases exceeding this limit require Board of Directors approval. The District Administrator is requesting an increase in the purchasing authority threshold from \$2,500 to \$12,500 for ease of purchasing in support of the above identified capital projects.

FISCAL IMPACT:

None.

RESOLUTION NO. 2017-23

RESOLUTION OF THE BOARD OF DIRECTORS OF THE CALWA RECREATION AND PARK DISTRICT ADOPTING A PURCHASING POLICY

WHEREAS, Government Code Section 54201 provides that local agencies, including districts, "shall adopt policies and procedures, including bidding regulations, governing purchases of supplies and equipment"; and

WHEREAS, Public Resources Code Section 5786.15 provides Parks and Recreation Districts shall adopt policies and procedures, including bidding regulations, governing the purchase of supplies and equipment pursuant to Government Code Section 54201 ;and

WHEREAS, Public Contracts Code Section 20815.1 provides bidding requirements for contracts exceeding \$25,000; and

WHEREAS, a Purchasing Policy needs to be established to ensure compliance with the above-referenced legal requirements.

NOW THEREFORE the Board of Directors of the Calwa Recreation and Park District hereby resolves as follows:

Section 1. The foregoing recitals are incorporated by reference as if fully set forth.

Section 2. The Board adopts the Calwa Recreation and Park District Purchasing Policy as set forth in EXHIBIT "A."

Section 3. All prior policies, directives, rules, and resolutions in conflict with the Purchasing Policy adopted by this Resolution are superseded and repealed.

Section 4. This resolution shall be effective upon its adoption.

* * * * *

Certification on page 2

CERTIFICATION

The foregoing Resolution No. 2017-__ was adopted on _____, by the following vote:

AYES: _____
NOES: _____
ABSTENTIONS: _____
ABSENCES: _____

Felix Ortiz
Secretary of the Board of Directors

EXHIBIT A

CALWA RECREATION AND PARK DISTRICT PURCHASING POLICY (ADOPTED BY BOARD OF DIRECTORS RESOLUTION NO. 2017-__)

1. **General** — The rules, regulations and procedures set forth herein shall be known as the "Calwa Purchasing Policy" and shall, among other things, constitute the policies and procedures required by California Government Code sections 54201, *et seq.* and Public Resources Code Section 5786.15.

The purpose of this policy is to establish an efficient procedure for: (i) the purchase of equipment, general services, maintenance work, professional services, equipment, and supplies at the lowest possible cost, commensurate with quality and service needed; and (ii) for public works projects as required by the Public Contract Code. This will enable the District to exercise positive financial control over purchases, to clearly define the authority for the purchasing function, and to maintain the quality of purchases.

2. **Expenditure Authorization** — Purchase and contract expenditures must be authorized in the District's annual budget which is adopted by Board Resolution or at levels specified in other resolutions approved by the Board. No purchases may be made unless there is an unencumbered appropriation in the fund account against which such purchase is to be charged.

3. **Purchasing Authority** — The District Administrator is charged with authority and responsibility for managing and coordinating the purchase of goods, equipment, and services in accordance with this Policy and applicable laws. The term purchase as used in this Policy includes leases. The District Administrator is authorized to develop, customize, and utilize forms and procedures which are consistent with this Policy and State Laws. Purchase authorizations shall be in writing signed by the District Administrator or his or her designee. Such authorization may be satisfied by purchase order, contract, letter of engagement, notice to proceed or other similar signed document describing the materials, supplies, equipment or services and their cost.

a. **District Administrator** — Purchases and contracts of less than Two Thousand Five Hundred Dollars (\$2,500.00) may be made and awarded by the District Administrator unless the Board expressly reserves approval on a particular purchase or contract or the District Administrator requests Board Approval.

b. **Board of Directors** — Except for emergency purchases and contracts as set forth below, all purchases and contracts of Two Thousand Five Hundred Dollars (\$2,500.00) or more shall be approved by the Board of Directors unless the Board by resolution delegates the District Administrator authority above Two Thousand Five Hundred Dollars (\$2,500.00) for a particular purchase or contract.

4. **Purchasing Procedures for Contracts Up to \$25,000** — The following procedures shall be followed when purchasing or leasing materials, supplies, equipment or services:

a. **\$0 to \$2,500** — The District Administrator shall ensure that the District pays not more than fair market prices and receives commensurate value for amounts expended.

- b. \$2,501 to \$10,000 — Price quotes must be solicited, either verbally or in writing, from a minimum of three vendors, if available. The low price quote must be confirmed in writing.
- c. \$10,001 to \$25,000 — Written specifications describing the delivery schedule, materials, supplies, equipment or services must be prepared. Price quotes must be solicited in writing from a minimum of three vendors, if available. The low price quote must be confirmed in writing.
- d. Emergency Purchases — The foregoing procedures for contracts up to Twenty-five Thousand Dollars (\$25,000.00) may be dispensed with in the case of an emergency. An emergency shall exist when the service, repair, or replacements are immediately necessary to permit the continued performance of the operations or services of the District, to avoid the immediate danger to life, health, or property, or to qualify under certain deadlines for grants, financial aid, or extraordinary acquisition opportunities. The District Board of Directors delegates to the District Administrator the power to act under this section, subject to confirmation by the Board of Directors at its next meeting for any purchase in excess of \$1,000.00 and up to \$25,000.00. A written report by the District Administrator to the Board detailing the emergency and reasons justifying the action taken shall be submitted at such meeting.

5. **Procedures for Purchases and Contracts Over \$25,000 —**

- a. General — Bidding procedures in accordance with Section 20815.1 of the California Public Contract Code shall be followed when purchasing or leasing materials, supplies, equipment or services expected to cost in excess of Twenty-five Thousand Dollars (\$25,000.00) or for any public contract for new construction or for any contract for alterations, maintenance or repairs or unrelated materials and supplies estimated to cost in excess of Twenty-five Thousand Dollars (\$25,000.00).

Per Public Contract Code Section 20815.3, bidding procedures shall include, but are not necessarily limited to the following:

- i. Preparation of a notice inviting bids and setting a bid opening date;
- ii. Publication of such notice at least one time in a newspaper of general circulation in the District at least one week before the time specified for receiving bids. The notice shall distinctly state the work to be done;
- iii. A public bid opening;
- iv. Award by the Board to the lowest responsible bidder;
- v. District Board's reservation of the right to reject any or all bids; and
- vi. Execution of a written contract.

The District Administrator is authorized to establish such additional bidding procedures as are not inconsistent with those stated herein.

- b. Board of Directors Authority to Reject, Re-advertise, or Otherwise Award — In its discretion, the District Board may do any of the following:
- i. Reject all bids presented and re-advertise;
 - ii. If two or more bids are the same and the lowest, the District Board may accept the one it chooses; or
 - iii. Reject all bids presented and by a resolution adopted by a four-fifths vote (4 votes), of the Board and elect to contract by force account or elect to purchase the materials or supplies furnished in the open market. .
- c. Emergency Purchase Over \$25,000 —
- i. In the case of an emergency, the District, at a Special or Regular meeting, by a four-fifths vote (4 votes) of the Board of Directors may repair or replace a public facility, take any directly related and immediate action required by that emergency, and procure the necessary equipment, services, and supplies for those purposes, without giving notice for bids to let contracts.
 - ii. Before the Board takes any action pursuant to paragraph (i) above, it shall make a finding, based on substantial evidence as set forth in a resolution or in the minutes of its meeting, that the emergency will not permit a delay resulting from a competitive solicitation for bids, and that the action is necessary to respond to the emergency to safeguard life, health, or property.
 - iii. If the Board orders any action specified in (c) (i) above, the Board shall review the emergency action at its next regularly scheduled meeting and, except as specified below, at every regularly scheduled meeting thereafter until the action is terminated, to determine, by a four-fifths vote, that there is a need to continue the action.
 - iv. When the Board reviews the emergency action pursuant to paragraph (b) (iii), it shall terminate the action at the earliest possible date that conditions warrant so that the remainder of the emergency action may be completed by giving notice for bids to contractors.

6. Consultant and Professional Services — In accordance with section 4526 of the California Government Code, selection of consultant and professional services including but not limited to architectural, landscape architectural, engineering, environmental, land surveying or construction management firms, and law firms shall be on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required. Such contracts are not required to be awarded to the lowest bidder. A request for proposal or request for qualification process will be followed unless the Board authorizes otherwise.

7. Sole Source Special Circumstances — The foregoing purchasing procedures shall not apply where the District Administrator determines that one or more of the following circumstances exists: related construction or repair completion dates cannot be met; patented, licensed or proprietary materials or services are required; compatibility with existing equipment is necessary;

or prior experience has proven that a particular make or type of equipment, material, supply or service is more satisfactory or economical for District purposes.

When the District wishes to purchase a product over the Twenty-five Thousand Dollar (\$25,000) bid limit from a sole source without competitive bidding as required by Section 5 above, a sole-source resolution is to be prepared and submitted with a Board agenda item. In order to establish a legal basis for a sole-source exception, the following statements and findings must be made and set forth in every sole-source resolution:

- a. A statement describing every unique or specialized feature of the product in question.
 - b. A statement of why the District Administrator's efforts to locate all possible suppliers of such product;
 - c. A statement that, in spite of its efforts, the District Administrator has been able to locate only one supplier of the product in question;
 - d. A statement that indicates the ultimate cost of the product line and the process used to determine the cost of the project.
 - e. A finding that it is, therefore, proper for the District to suspend with competitive bidding requirement and to authorize the District Administrator to purchase the product in question under the sole source
8. **Prevailing Wages** — For contracted public works projects in excess of \$1,000, prevailing wages shall be paid in accordance with section 1771 of the California Labor Code.
9. **Conflict of Interest** — No person shall recommend, participate in, or authorize a purchase or lease which would constitute a conflict of interest as defined in the District Conflict of Interest resolution or applicable state law.

RESOLUTION NO. 2024-12

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CALWA RECREATION AND PARK DISTRICT REVISING THE PURCHASING POLICY

WHEREAS, Government Code Section 54201 provides that local agencies, including districts, “shall adopt policies and procedures, including bidding regulations, governing purchases of supplies and equipment”; and

WHEREAS, Public Resources Code Section 5786.15 provides Parks and Recreation Districts shall adopt policies and procedures, including bidding regulations, governing the purchase of supplies and equipment pursuant to Government Code Section 54210; and

WHEREAS, the Board’s current policy was adopted through Resolution No. 2017-23 with attached “Exhibit A”; and

WHEREAS, Section 3.a of “Exhibit A” provides for District Administrator purchasing authority of \$2,500, and

WHEREAS, the District is currently undertaking several major capital improvement projects, including the Proposition 68 Renovation Project, the OGALS Mini-Pitch project and the Pool Renovation Project.

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

SECTION 1. FINDINGS. The Board finds and declares as follows:

- A.
- B. The above recitals are true and correct.
- C. Section 3.a. of “Exhibit A” is revised to provide for a District Administrator authority of \$12,500 for the following capital improvement projects, as necessary:
 - a. Proposition 68 Renovation Project
 - b. OGALS Mini-Pitch Project
 - c. Pool Renovation Project.

SECTION 2. EFFECTIVE DATE. This Resolution will become effective immediately upon adoption and will remain effective unless repealed, amended, or superseded.

(Certification on following page)

CERTIFICATION

Adoption of the foregoing Resolution No. 2024-12 was moved by Director _____,
seconded by Director _____, and adopted at a regular meeting on October 15, 2024,
by the following vote:

AYES: _____

NOES: _____

ABSTENTIONS: _____

ABSENCES: _____

ATTEST:

District Secretary

Calwa Recreation and Park District

DA Park Updates

10/15/24

Staff

Daniel the Maintenance Supervisor has returned from medical leave with a full release, so he is back with us full time. The vacant PT Maintenance position has now been filled – Johnny Melendez started with us on 10/7/24 and will be working evenings during the week and split shift on the weekends. We are now fully staffed.

Events

The Guelaguetza Event was well attended and went off without a hitch – we were able to move them to their normal location since the Rehabilitation Project has not yet started. The Mega Boxing event had a few hiccups as the organizers had greater electrical power needs than they had indicated prior to the event – we’ll be sure to address those items in the agreement for their next event.

We will be holding a “Trunk or Treat” event on Friday, October 25th, starting at 5PM. Please feel free to attend. We are also considering holding a turkey giveaway this year if we can solicit sufficient turkey donations as well as storage – I’ll keep you posted.

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

Projects

Miscellaneous. The A/C finally broke down on us and affected two rentals due to the high temperatures for those days. Now that the cooler weather has arrived we do not have a great need for air conditioning, and the heater is working for the colder days ahead. Nevertheless, I am soliciting quotes for the replacement of the HVAC unit altogether, possibly in Spring time next year.

The hard drive on our security camera system has failed – I’ll be looking to repair or replace the hard drive or may need to purchase a new system altogether. I’ll keep the Board posted on this item.

BHC Renovation Project. The project has experienced slight delays due to continuing to Value Engineer the low bidders submittal as well as to finalize PG&E’s design costs and timing. It is still anticipated that the BHC Board will be able to approve a contract by the end of the month with construction beginning in late November. Keep an eye out for the Groundbreaking announcement.

Pool Project. A Request for Qualifications (RFQ) for Design & Engineering Services has been issued, and closes on Friday, November 1st. This action is necessary in order to complete the pool design as our volunteer engineer, Ron Allred, has retired altogether. The RFQ not only calls for completion of Ron’s design to date, it also requires the new engineer to put the plans/specifications together, bid the project

and provide construction management and inspection. I have already received interest and questions from several firms.

Futsal Project. The Board has contract award and purchase recommendations presented tonight. With approval, the project is scheduled to be completed by February 2025.