

Greater Vallejo Recreation District

GVRD promotes wellness and healthy lifestyles by providing safe parks and innovative and fun recreation programs for all residents.

BOARD OF DIRECTORS

Rizal Aliga Robert Briseño Thomas Judt Stacey Kennington Tom Starnes

GENERAL MANAGER

Gabe Lanusse

In compliance with the Americans with Disabilities Act, Special assistance for participating in this meeting can be obtained by contacting the District Office at 707-648-4604. A 48-hour notification would enable the District to make reasonable accommodations to ensure accessibility to this meeting. (28 CFR 35.102-35.104 ADA Title II).

Board of Directors Meeting Agenda

Thursday, February 22, 2024
Administrative Office-Board Room, 401 Amador Street, Vallejo, CA 94590
6:30 p.m. – Regular Session

Public Comment on Items on the Agenda

If you wish to speak on an item under discussion by the Board of Directors which appears on this Agenda, you may do so upon receiving recognition from the Chairperson of the Board. Please state your name and whether you are speaking as an individual, or are speaking for an organization, in which case, please state the name of the organization. Each individual speaker may speak for up to three minutes, and an individual representing an organization may speak up to five minutes.

- 1) Call to Order
- 2) Pledge of Allegiance
- 3) Roll Call
- 4) Approval of Agenda
- 5) Ceremonial Matters

Moment of Silence in the Memory of Dennis Albright

6) Presentations

Public Comment

Victoria Grace-Barksdale, Youth Coordinator-City of Vallejo

7) Public Comment:

(Note: For matters not otherwise listed on this agenda. The Board of Directors welcomes your comments under this section but is prohibited by State Law from discussing items not listed on the agenda. Your item will be taken under consideration and may be referred to Board of Directors Committee(s) and/or Staff.) To provide an opportunity for all members of the public who wish to address the Board, a time allocation of 3 minutes for each individual speaker and 5 minutes for an individual representing an organization.

8) Staff Updates

Public Comment

- **8.1** General Manager
- 8.2 Recreation Services Director
- 8.3 Parks and Facilities Director
- **8.4** Human Resources Director
- 8.5 Finance Director



9) Financials:

Public Comment

- **9.1** Fiscal Year 2024-2025 Budget Calendar-Informational Item (Parkhurst)
- **9.2** Discussion and possible action on Fee Schedule for Fiscal Year 2024-2025 (Parkhurst)
- **9.3** Accept Financial Statement through 1/31/2024 (Parkhurst)

10)Committee Updates

The Chairperson for Standing Committees will provide any updates to the full board.

11) Consent Calendar

Items listed on the consent calendar are considered routine in nature and may be enacted by one motion. If discussion is required, that item will be removed from the consent calendar and will be considered separately.

Public Comment

- **11.1** Approve Board Minutes February 8, 2024
- 11.2 Accept Programs and Publicity Committee Minutes February 6, 2024

12) Announcements and Comments from Board Members

13) Action Items:

- **13.1** Discussion and possible action on waiver of potential conflicts of interest for Renne Public Law Group (Legal Counsel)
- **13.2** Designation of Negotiator(s) for Crest Ranch Property Lot 647, known as "Country Club Crest No. 8": Government Code section 54956.8 (Legal Counsel)

14) Executive Session

Public Comment

CONFERENCE WITH REAL PROPERTY NEGOTIATORS: Government

Code section 54956.8

<u>Property:</u> Crest Ranch Property Lot 647, known as "County Club Crest Unit 8"

Agency Negotiator(s): TBD under Agenda Item 13.2

Negotiating Parties: Vallejo City Unified School District and City of Vallejo

Under Negotiation: Price and/or terms of payment

15) Meeting Adjourn



General Manager Board Update

2/22/2024

- Working on budget, fee schedule, capital improvement projects and other items. Trimming more items from the budget.
- Working with legal regarding Crest Ranch property
- Working on the capital improvement list with maintenance staff and finance, for next fiscal year.
- Working with Human Resources on the compensation study.
- Ongoing meeting with SEIU regarding job classification updates.
- Responding to information requests.
- Reviewed lease with One People Tribe and look forward to them working with us.
- Reviewed the Goals from the 10-year master plan (short-term goals) and picked my top 10. This is in order by goal section.

Goal Section #1: Maintain Organizational Effectiveness and Resilient Sustainable Funding.

1.2.c Hire 1 Full-time Maintenance Worker 1, and 1 Full-time Marketing/Social Media Coordinator (with responsibility for community engagement. Side note, since 2017 to hire 1 Full-time General Services Director/Assistant GM

1.4.b Look for ways to establish alternative forms of revenue for programs that may include sponsorships, partnerships, and expanded volunteer program.

1.5.a Reevaluate the master lease for parks with the City of Vallejo to ensure all properties are included and a new mutually beneficial agreement is reached. The new agreement should include a requirement to evaluate on a recurring basis.

Goal section #2: Aspire to be a Connected and Walkable Community

2.1.d Consider providing WIFI in all Parks and Facilities.

Goals Section #3: Continue to Improve and Enhance Recreation Programs and Service Delivery

3.5.c Continue to ensure all existing and future partnerships are accurately portrayed in a signed agreement.

3.6.i Develop a recreation program plan that includes a service matrix, activity development and selection process, and other requirements found in the CAPRA standards.

Goals Section #4: Prioritize Access to Parks and Programs for all District Residents

4.1.d Adopt a board policy in support of core values of diversity, equity, and inclusion.

Goals Section #5: Improve Quality Park Experiences

5.5.c Focus on low scoring amenities and park improvements in areas of greatest need.

5.7.c Update community centers and community center amenities to provide a greater option of programs and activities.

Goals Section #6: Invest in Existing and New Facilities for System-Wide Improvement

6.3.e (Mid-term) Invest in supporting facilities for parks: restrooms, shade, parking lot improvements.



TASK	START	END	% COMPLETE	DONE	NOTES
8 Goals					
Reduce Vacancies			100%	Ø	
Financial Education			20%	0	
Complete Succession Plan			100%	Ø	
Master Lease w/COV			70%	0	
School District use agreements/MOUs/ Fences			70%	0	
Task Spreadsheet			90%	\circ	
Marketing Plan w/BOD			60%	0	Set date in March with New Board
Increase Utilization of Community Centers			75%	0	
McIntyre Property-Extension				0	
Assigned to Legal and GM			100%	Ø	
Tenants 6 month extension ends 11-1-23			100%	Ø	
Neighbor Negotiations	Both sides		50%		
Amenities Assessment	In progress		30%	0	
Impact Fee Request					
Requested Impact Fees	1/23/2021		100%	Ø	Projects identified i.e. pool
Discuss with City Staff			75%	0	Issue with COV accounting
Approved by Appropriate City Staff			100%	Ø	
Place into budget			0%	0	
Receive funds			0%	0	

Marketing plan

assignments.

Implement

Meet with BOD to clarify goals

staff will have designated

Work with Finance to budget

Develop plan, staff?, identify which

3-?-24



2/22/2024 Date **Outdoor Equity Grant** Identify Project Due 12-14-23 100% COV has shown interest to work together 100% \bigcirc Submit Application Response **Afro Outdoors/ Latino Outdoors** 50% 1/23/2021 Make Contact 0 Discuss Partnership Develop Plans and Goals **Sister City Project** Develop Pns, Location and Goals 75% Sister City to fund Blue prints, permits, etc., **Build Process**

50%

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						6
		Date	2/22/2024			RECREATION DISTRICT
PB projects-Exercise equipment at Setterquist						
Get a contract from COV	1/1/2021			0	Waiting	
Budget and develop			50%			
Build				0		
Reimbursement				0		
Master Plan BRS				0		
Survey site			100%	②		
Meet standards			100%	⊘		
Develop draft, review at committee			90%	0		
Community Outreach				0		
Hanns Park Disc Golf				0		
Part of Master Plan			100%	⊘		
Get cost estimate, find funding source			100%	Ø		
Meet with stakeholders to design			100%	Ø		
Work with City			100%	②		
Order materials, install			90%	0		
Signage			25%	0	Waiting on Disc Golf Group	
Stair cases			100%	Ø	Getting approval from planning department	
ADA upgrades to BRS						
Design Plan/ approve			100%	⊘		
Construct			100%	Ø		
ADA 395 and 401 Amador						
395 Amador			80%	0	Plans ok, bid process received, construction phase	
401 Amador			100%	②		



		Date	2/22/2024		RECREATION DISTRICT
McIntyre Ranch Survey					
Check records and hire surveyor			100%	Ø	
File completed survey			90%	0	
Move fencing if needed			0%	0	
New Finance/HR software					
Develop RFP			100%	Ø	
Interview Companies			25%		
Determine best fit and cost			25%	0	
Implement			0%		
ОРЕВ				0	
Consultant drafted policy			100%	Ø	
Review by Finance committee (2)			66%	0	
Consultant brought in to work with finance Dept.			50%	0	
Board approval			0%	0	
Utilities Solar					
City now states they will upgrade their buildings			100%	Ø	
Classification Study					
Job classification redone			90%	0	SEIU in progress, Supervisors to review, then goes to employees
Brought in new consultant			100%	Ø	
IBEW			100%	Ø	
Board Training					
Determine needs	1/1/2024		50%		
Board trainings, set date			0%		
Review other training			0%	0	



					5
		Date	2/22/2024		RECREATION DISTRICT
		ı			
Schedule training			0%	0	
GM goals and evaluation					
Develop goals with BOD			100%	\bigcirc	
Meet quarterly			50%	0	
Evaluate, evaluation system				0	
Receive evaluation before July 1				0	
Update goals and repeat				0	
Annual Priority retreat					
Goal setting to be part of Board	1/1/2024		0%		
training. Plan for fall	1/1/2024		U%	0	
Present update to City Council					
Schedule for 2024			25%	0	
Use of Community Centers- South					
Vallejo contract use					
RFQ			100%	✓	
Interviews			100%	\bigcirc	
Contracts			100%	\bigcirc	
Legal review			100%	Ø	
Sign Contract			100%	Ø	
Begin			50%	0	
Use of Community Centers- Youth Center at North Vallejo					
Develop goals/location/ 3rd party?			90%	0	
Determine funding			60%	0	
Begin programs			0%	0	

BOARD GM PROJECTS UPDATE 2/22/2024 Date 0% Review progress 0% Adapt Review progress 0% **Annual retreats- Executive staff** and/with board Determine team building activity 25% Determine date Determine agenda for retreat 0% **VallejoNET** Update and reduce internet costs \bigcirc 100% 75% Scheduled to update in 2023, process still going on in 2024 Install new internet **Board Tour of Facilities** Who want to go??? **Determine locations** Determine dates **City Park Master Plan** \bigcirc Community Outreach 100% Work with architects for 0.75 community design Get costs, permits, etc., **Bidding Process** Construct Ribbon cutting Planning department changed zoning in parks Review and propose changes 15%



				G. G. B. C.
	Date	2/22/2024		RECREATION DISTRICT
Compensation RFP				
Develop and post RFP		100%	Ø	
Interview Companies		100%	Ø	
Determine best fit and cost		100%	Ø	
Implement		l 5%		
2+2 Committee				
Develop outline w/board		0%	0	
Coordinate with other agency		0%	0	
Set up meeting specs		0%	0	
Have Board decide members, have other agency decide members and begin.		0%	0	
Update contracts with School District				
Update use agreements		50%	0	
Update fence locations		50%		
Update EXLP agreements		75%	0	
Update Kids Club agreements		25%	0	



Recreation Services Board Updates

02/22/2024

Activity Guide:

• The summer Activity Guide is currently being assembled by the graphic designer.

Aquatics:

- The construction on all gender restrooms have been going well. The cement work has been completed, and the contractor anticipates moving to the next portion of the renovations in a few weeks.
- The Department is preparing for the annual egg hunt event; Splash and Hunt, by planning out activities and securing vendors for the event.

Community Centers:

 Staff submitted a promotional flyer to be published in Vacaville's "Your Town Monthly" magazine. We continue to promote the Community Centers and are looking forward to providing a rental space for non-residents. Also, we partnered with Visit Vallejo to post marketing materials inside the Vallejo Ferry Building and update their website to show accurate information regarding GVRD's Community Centers.

Children's Wonderland, Community Events, & Adaptive Recreation (AR):

- The Black History Month Celebration is coming up on February 24th. We have a variety of vendors, non-profits, and a kid zone. This will be a rain or shine event and we hope to bring the city of Vallejo together for this day filled with performances and art.
- GVRD had its 2nd annual Valentine's day dance for our Adaptive Recreation community at the North Vallejo Community Center from 12-2 pm. There was a disco room to dance, Valentine's Day cards and heart shaped pizza.



We're 3 weeks away from Fishing in the City and we are beginning to finalize our planning with the committee. This event is from 8-11 AM on Saturday, March 23rd. The event will be a free event to the public, but registration is required. The Fishing Clinic is intended to teach participants how to fish, They will learn basic skills such as: casting, knot tying, putting a worm on the hook, safety, and watershed education.



Sports Gym:

- The GVRD Sports Gym is full of pickleball players! We're planning to offer open gym 5 days a week for open gym pickleball.
- Dan Foley turf field is back open and newly renovated. Soccer has resumed and we have afterschool soccer and baseball utilizing the field.



• We are exploring new program options for the GVRD Sports Gym such as, Open Gym Basketball and Indoor Soccer. Also starting to run leagues.

Staffing:

• Recreation Services Director will be attending the California Parks and Recreation Society (CPRS) Annual Conference, February 26th-March 1st.

Youth Services:

• Staff facilitated a training for newer Part-time staff this past Tuesday, February 20th.



Maintenance Department Board Update

2/22/2024

Parks and Facilities

- Lake Dalwigk Park
 - Vallejo Watershed Alliance had a volunteer cleanup event near the lake and the habitat restoration area.
- Richardson Park
 - COV and the Student Conservation Association planted trees.
- Sports Fields
 - Staff worked on installing sections of grass at Wardlaw soccer field and Dan Foley baseball field.
- Glen Cove Park:
 - Received a complaint from a resident about flooding issues on the School playground; staff is working with the School District maintenance Supervisor to resolve this situation.
 - Staff worked on pruning trees and shrubs in the tennis/pickleball parking lot area; caution tape was used on the parking lot for public awareness/safety
- BRS Park
 - City contracted a tree Company for the removal of the three fallen eucalyptus trees.
 - The playground big slide needs some components; staff is working with the playground vendor on a parts quote.
- SVCC
 - The HVAC was vandalized; parts are on order; staff is working with a contractor to make the repairs.
- Recruitment
 - Staff continues working with our HR department for the recruitment for Visitor Services and for the Facilities department.



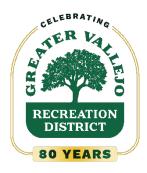
TASK	START	END	% COMPLETE	DONE	NOTES
395/401 Renovations				0	
Design Phase	1/1/2018	6/1/2021	100%	Ø	
Permit Issued	6/1/2019	6/1/2020	100%		
RFP	8/1/2021	10/1/2021	100%	Ø	
Build	12/23/2021	3/30/2024	85%	0	Contractor continues making progress working on the painting.
VCC HVAC					
Design Phase	6/1/2023	2/28/2023	90%		Engineer continue working on the design.
Permit Issued	2/1/2023	5/1/2024	0%		
Proposed Board Approval	7/1/2024	7/31/2024	0%	0	
RFP	9/1/2024	10/28/2024	0%	0	
Build	11/1/2024	1/1/2025	0%	0	
Cunningham Pool Shade Structures				0	
Design/Assessment Phase	1/1/2023	11/30/2023	100%	Ø	
Permit Issued	12/1/2023	2/28/2024	0%	0	City is reviewing the application; waiting for any comments from them.
RFP	3/2/2024	4/15/2024	0%	0	
Build	6/1/2024	8/1/2024	0%	0	
Dan Foley Artificial Field				0	
Assessment and Engineer's cost estimate	8/1/2022	11/1/2022	100%	Ø	
Board Approval	12/1/2022	12/8/2023	100%	Ø	
Design Phase	1/1/2023	6/21/2023	100%	Ø	



TASK	START	END	% COMPLETE	DONE	NOTES
RFP	8/1/2022	9/15/2023	100%	Ø	
Build	10/9/2023	2/29/2023	100%	Ø	Had the final walkthrough with the contractor; the field is now open and users begun playing on the renovated field.
Cunningham Pool ADA Upgrades					
Design Phase	11/1/2020	1/28/2022	100%	Ø	City will work on finalizing the plans and making the parking lot improvements.
Permit Issued	6/1/2022	8/5/2022	100%	Ø	City issued the permit.
RFP	6/21/2023	10/28/2023	100%	⊘	
Build	1/8/2024	6/1/2024	20%	0	Contractor begun the demo on the building where new restrooms will be added.
Terrace Park Playground				0	
Prop 68 Per Capita Project Approval	12/1/2020	2/28/2022	100%	Ø	
Design/RFP	12/1/2021	1/30/2022	100%	Ø	
Build	1/15/2023	2/28/2024	20%	0	Contractor begun the demo of the old playground and getting all the sand out.
Hanns Park Disc Golf				0	
Design Phase	3/1/2021	9/27/2021	100%	Ø	
Equipment	8/26/2021	9/1/2021	100%	Ø	
Build	10/6/2021	3/30/2024	98%	0	Staff will be having a meeting with the Disc Golf group to finalize the welcoming sign.
Lake Dalwigk Park Improvements				0	
Design Phase	5/1/2023	10/31/2023	100%	Ø	Interwest will be doing a presentation at the board meeting in November.



TASK	START	END	% COMPLETE	DONE	NOTES
Permit Issued	1/15/2024	2/28/2024	50%		
RFP	1/15/2023	2/29/2024	20%	0	RFP is out.
Build	4/1/2024	9/1/2024	0%	0	Caltrans gave a six month extention for the completion of the project.
Children's Wonderland					
Electrical Upgrade					
Design Phase	4/1/2023	6/1/2023	100%		
Permit Issued	6/1/2023	11/31/2023	100%		
RFP	4/1/2024	4/30/2024	0%		Staff ordered the panel.
Build	7/1/2024	9/1/2024	0%		
North Vallejo Community					
Center Electrical Upgrade					
Design Phase	4/1/2023	6/1/2023	100%		
Permit Issued	6/1/2023	11/30/2023	100%		
RFP	4/1/2024	4/30/2024	0%		Staff ordered the panel.
Build	7/1/2024	9/1/2024	0%		
Dan Foley Cultural Center					
Electrical Upgrade					
Design Phase	12/1/2023	3/1/2024	100%		
Permit Issued	4/1/2023	5/30/2024	0%		plans were sent to PG&E for approval.
RFP	8/1/2024	10/30/2024	0%		
Build	11/1/2024	12/31/2024	0%	0	
Franklin Middle School					
floors Renovations	4/1/2023	10/8/2023	100%	Ø	
Internet & Alarm	6/1/2023	12/29/2023	100%	Ø	
Tree Removals	11/1/2023	11/30/2023	100%	Ø	
GYM	1/1/2024	3/29/2024	100%	Ø	Had another water leak in the GYM area; roof company made the repair.
Portable Buildings	1/1/2024	3/29/2024	0%		



Human Resources Board Update

February 22, 2024

Staffing:

Full-Time Positions: No openings. 100% filled!!

Part-Time Positions:

- Recruiting and Onboarding: Assistant Recreation Coordinators, Lifeguards,
 Recreation Leaders, Sr. Recreation Leaders
- Parks seasonal staff start end of March or early April; new hires going through pre-employment process

Job Descriptions:

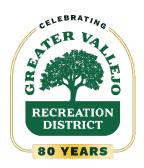
- Finalizing job descriptions for Total Compensation Study
 - Administrative Assistant I and II, Accounting Assistant I and II, Facilities
 Maintenance I and II, and Recreation Supervisor
 - Human Resources Clerk is now Human Resources Coordinator

Current Projects:

- Total compensation study
- Assist in researching and implementing finance/payroll/HR system
- Analyzing health benefits broker change and health insurance rates
- Creating records retention policy and procedures
- Updating part-time employee handbook
- Supervisor Performance Management Training, March 8

On-Going Projects:

- Amending and creating new policies
- Conducting HR compliance audits
- Staying updated on ever-changing employment laws



Finance Director Board Update

February 22, 2024

FY21/22 Audit Status

• Finance Director Parkhurst to Discuss developments with the audit process.

Updates and Efforts in the Finance Department

- Cloud Server Migration for Cougar Mountain Progress has been made toward correcting issues. All functionalities have now been returned. Still experiencing lengthy runtimes for processing reports. Cougar Mountain agrees to pay all costs related to migration issues.
- Financial and HRIS Software Replacement RFP Moving forward in process with Tyler Tech. Keeping ADP on standby. RFI out to selected other vendors.
- Finance Director Parkhurst completed Part I of a two-part training on ERP implementation. According to the vendor, the current timeline is about 12-14 months from now if the path forward does include a second RFP process.
- The Finance Team is continuing to carryout groundwork to build out reliable Cash Flow Forecast.

Greater Vallejo Recreation District Budget Calendar 2024-2025

	Budget Tasks	Date Due	Meeting or Staff Process
1	Kickoff - Meeting with staff to gather data	Week of February 5th, 2024	Staff
2	Staff Review & Complete Proposed Fee Schedule:	Week of February 12th, 2024	Staff
	Proposed Fee Schedule		
3	FY 24/25 Budget worksheets distributed to Department Heads to complete	Week of February 19, 2024	Staff
4	Proposed Fee Schedule to Board for Discussion (possible Approval)	Thursday, February 22, 2024	Board Meeting
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5	Board sets overall goals and priorities for Fiscal 24/25	Thursday, March 14, 2024	Board Meeting
6	FY 23/24 YTD Budget Comparison Review with Projections to Year-End	Tuesday, March 19, 2024	Finance Committee
0	F1 23/24 11D Budget Companson Review with F10Jections to Tear-End	Tuesuay, March 19, 2024	Finance Committee
7	Presentation of FY 23/24 YTD Budget Comparison Review with Projections to Year-End	Thursday, March 28, 2024	Board Meeting
	Troomation of the Education Companies in Novice Will Inspect on the Education	maroady, maron 20, 2021	Board Wooding
8	Staff review of Preliminary Budget:	Week of April 1, 2024	Staff
	Proposed General Fund	, ,	
	Proposed Measure K		
	Proposed Capital Improvement Projects		
	Proposed Deferred Maintenance		
9	Review of Proposed Fee Schedule (If needed)	Tuesday, April 16, 2024	Finance Committee
40	Desires of Desires and Desires and	T	Fi
10	Review of Preliminary Budget	Tuesday, April 16, 2024	Finance Committee
11	Present the following to the Facilities Committee:	Tuesday, April 23, 2024	Facilites Committee
<u> </u>	Proposed Measure K	ruesuay, April 20, 2024	l acintes Committee
	Proposed Capital Improvement Projects		
	Proposed Deferred Maintenance		
	Proposed Fee Schedule		
12	Board Study Session to Review Preliminary Budget	Thursday, May 9, 2024	Board Meeting
13	Public Hearing Notice for Adoption of Budget Posted	Thursday, May 23, 2024	Public Hearing Notice Posted
14	Budget Revisions for Final Budget due for Board Packet	Friday, June 7, 2024	Posting for Agenda
15	Public Hearing & Board Adoption of Final Budget	Thursday, June 13, 2024	Board Meeting
40	Outsid Board Marking it and data Adams Body	h 07//	On a sigl Depart May (1) (53)
16	Special Board Meeting, if needed to Adopt Budget	June 27th as option	Special Board Meeting If Needed

		Approved	Approved 2023-24		Proposed	Cha	ange	
			Fee - Non			Fee - Non	Fee -	Fee - Non
		Fee - Resident	Resident		Fee - Resident	Resident	Resident	Resident
Activities								
Sports								
Adult Sports								
Adult Softball	Plus \$50 (sportsman fee)	\$510	\$612		\$510	\$612	0%	0%
Co-Ed League Softball	Plus \$50 (sportsman fee)	\$510	\$612		\$510	\$612	0%	0%
On-site storage	Per contract agreement							
	with District							
Youth Sports								
Run, Jump, Throw		N/C	N/C		N/C	N/C		
Jr Giants (Youth)		N/C	N/C		N/C	N/C		
Sports Camp		\$160	\$192		\$160	\$192	0%	0%
E-Sports	\$20 comp/\$35/\$50 League							
Mobile Recreation Rental	per hour	\$100	\$120		\$100	\$120	0%	0%
Sports Classes /Contract								
National Academy of Athletics	60% Vendor/40% District							
Optimal Body Fitness	60% Vendor/40% District							
New Frontier Tennis	60% Vendor/40% District							
Phil Grahams Tennis	60% Vendor/40% District							
E-Sports	60% Vendor/40% District							
Sports Fields Additional Fees								
Application Fee		\$10	\$12		\$10	\$12	0%	0%
Non-Profit		\$5	\$6		\$5	\$6	0%	0%
Cleaning Deposit 1 Day		\$150	\$180		\$150	\$180	0%	0%
Cleaning Deposit 2-14 Days		\$300	\$360	H	\$300	\$360	0%	
Cleaning Deposit 15-30+ Days		\$600	\$720		\$600	\$720	0%	0%
Rescheduling Fee/Late Booking		\$25	\$30		\$25	\$30	0%	0%
Bounced Check/Declined Card		\$50	\$60		\$50	\$60	0%	0%

		Approved	Approved 2023-24			l 2024-25	Cha	ange
			Fee - Non			Fee - Non	Fee -	Fee - Non
		Fee - Resident	Resident	F	Fee - Resident	Resident	Resident	Resident
Key Deposit Fee		\$50	\$60		\$50	\$60	0%	0%
Artificial Turf Fee		\$15	\$18		\$18	\$21	20%	17%
Aquatics								
Daily Fees (Lap / Recreation Swim)								
4 Yrs and Under		\$2	\$3		\$2	\$3	0%	0%
5 Yrs - 55 Yrs.		\$6	\$7		\$6	\$7	0%	0%
Seniors/Veteran		\$4	\$5		\$4	\$5	0%	0%
Lap Swim Pass (20 Swims)								
Lap Swim Pass Sr/Vet (20 Swims)								
Senior		\$57	\$71		\$57	\$71	0%	0%
Veteran		\$57	\$71		\$57	\$71	0%	0%
Lap Swim Monthly Swim Pass 18+		\$100	\$120		\$100	\$120	0%	0%
Water Exercise								
Adults 13 - 55		\$6	\$7		\$6	\$7	0%	0%
Pass (10 visits)		\$50	\$60		\$50	\$60	0%	0%
Seniors 55+/Vetrans		\$5	\$6		\$5	\$6	0%	0%
Pass (10 visits)		\$35	\$42		\$35	\$42	0%	0%
User Group W/ Insurance								
Per lane, per hour		\$10	\$12		\$10	\$12	0%	0%
High School Lane Rate								
Per lane, per hour		\$5	\$6		\$5	\$6	0%	0%
Community Rental								
4 lane shallow or deep end	Per hour + \$150 deposit	\$100	\$120		\$100	\$120	0%	0%
Whole pool	Per hour + \$150 deposit	\$180	\$216		\$180	\$216	0%	0%
Safety Classes								
Lifeguard Train Recertification		\$120	\$130		\$120	\$130	0%	0%
Lifeguard Training		\$200	\$240		\$200	\$240	0%	0%
Lifeguard Instructor		\$250	\$300		\$250	\$300	0%	0%
Water Safety Instructor		\$250	\$300		\$250	\$300	0%	0%

		Approved	l 2023-24	Proposed	Proposed 2024-25		nge
			Fee - Non		Fee - Non	Fee -	Fee - Non
		Fee - Resident	Resident	Fee - Resident	Resident	Resident	Resident
Community CPR / First Aid		\$90	\$108	\$90	\$108	0%	0%
Aquatic Camps							
Guardstart		\$170	\$204	\$180	\$218	6%	7%
Davey Jones Aquatic Camp		\$170	\$204	\$180	\$218	6%	7%
Junior Guards		\$230	\$276	\$240	\$284	4%	3%
Life Guard Academy	1/2 Summer	\$220	\$264	\$230	\$274	5%	4%
After School at the Pool (ASAP)		\$240	\$264	\$240	\$264	0%	0%
Junior Guards Work Exp.	Per week	\$35	\$42	\$45	\$54	29%	29%
Swim Lessons							
Parent/Tot							
Weekday		\$60	\$72	\$60	\$72	0%	0%
Saturday		\$30	\$36	\$30	\$36	0%	0%
4-5 Yrs Swim Lessons							
Weekday		\$60	\$65	\$60	\$65	0%	0%
Saturday		\$30	\$35	\$30	\$35	0%	0%
Lessons Level 1-6							
Weekday		\$60	\$72	\$60	\$72	0%	0%
Saturday		\$30	\$36	\$30	\$36	0%	0%
Private Lessons		\$30	\$36	\$30	\$36	0%	0%
Community Events (Aquatics)							
Floating Pumpkin Patch		\$10	\$12	\$10	\$12	0%	0%
Dive-In Movies		\$5	\$7	\$5	\$7	0%	0%
Kids Day		N/C	N/C	N/C	N/C		
Polar Plunge		\$5	\$7	\$5	\$7	0%	0%
Easter Egg Hunt		\$5	\$7	\$6	\$8	20%	14%
Adaptive Recreation							
Expressive Arts	Per month	\$25	\$30	\$25	\$30	0%	0%
Exercise/Chair Yoga	Per month	\$25	\$30	\$25	\$30	0%	0%
Sports	Per month	\$25	\$30	\$25	\$30	0%	0%

		Approved	2023-24	Proposed	Proposed 2024-25		ange
			Fee - Non		Fee - Non	Fee -	Fee - Non
		Fee - Resident	Resident	Fee - Resident	Resident	Resident	Resident
Dances		\$8	\$10	\$8	\$10	0%	0%
Picnic		\$12	\$15	\$12	\$15	0%	0%
Field Trips		\$30	\$36	\$30	\$36	0%	0%
Water Colors/Legos	Per class	\$5	\$6	\$5	\$6	0%	0%
Youth Services							
Kids Club							
Before School	\$10/day; prorated \$86	\$172	\$207	\$172	\$207	0%	0%
After School	\$14/day; prorated \$120	\$240	\$288	\$240	\$288	0%	0%
Kindergarten After School	\$17/day; prorated \$149	\$298	\$358	\$298	\$358	0%	0%
Kids Club Punch Pass (6)		\$100	\$120	\$110	\$122	10%	2%
Kids Club Punch Pass (12)		\$160	\$192	\$170	\$204	6%	6%
No School Day		\$85	\$102	\$85	\$102	0%	0%
Late Pickup		\$2	\$2	\$2	\$2	0%	0%
Teens							
Dances	Per person	\$15	\$18	\$15	\$18	0%	0%
5th Grade Event, 8th Grade Event	At the door	\$30	\$35	\$30	\$35	0%	0%
Youth Advisory Board	Per person	\$30	\$35	\$30	\$35	0%	0%
Teen Classes		\$30	\$35	\$30	\$35	0%	0%
Teen Drop-in Fee		\$5	\$5	\$5	\$5	0%	0%
Break Camps							
Extended (5 days, 7am-6pm)		\$180	\$216	\$180	\$216	0%	0%
Kinder (5 days, 7am-6pm)		\$180	\$216	\$180	\$216	0%	0%
COVID Camp		\$190	\$228	\$190	\$228	0%	0%
Drop-in		\$45	\$54	\$45	\$54	0%	0%
Extended (3 days, 7am-6pm)		\$110	\$132	\$120	\$144	9%	9%
Regular (5 days, 9am-3pm)		\$140	\$168	\$150	\$180	7%	7%
Summer Camps							
FRESH Camp (CW)	2 week camp	\$240	\$288	\$240	\$288	0%	
Counselor in Training Camp	Per week (flat rate)	\$50	\$60	\$50	\$60	0%	0%

		Approve	d 2023-24	Proposed 2024-25		Cha	inge
			Fee - Non		Fee - Non	Fee -	Fee - Non
		Fee - Resident	Resident	Fee - Resident	Resident	Resident	Resident
FRESH Camp Extended Care		\$30	\$36	\$30	\$36	0%	0%
In-Camp Field Trips		\$15	\$18	\$15	\$18	0%	0%
Field Trips		\$20-\$40	\$30-\$50	\$20-\$40	\$30-\$50	0%	0%
Community Events							
Fishing in the City							
Pup-Kin Patch Dog Festival	Vendor Fee	\$75	\$90	\$75	\$90	0%	0%
Bands and Brews Beer		\$5	\$6	\$5	\$6	0%	0%
Bands and Brews Beer + Mug		\$10	\$12	\$10	\$12	0%	0%
Breakfast with Santa		\$10	\$12	\$10	\$12	0%	0%
Children's Wonderland							
Individual Entry Fee:							
July - December		\$4	\$5	\$4	\$5	0%	0%
January - June		\$3	\$4	\$3	\$4	0%	0%
Group Field Trips		\$3	\$4	\$3	\$4	0%	0%
Group & Family Rental (Some. Small)		\$35	\$45	\$35	\$45	0%	0%
Group & Family Rental (Some. Big)		\$70	\$80	\$70	\$80	0%	0%
Group & Family Rental (Some. B&S)		\$90	\$105	\$90	\$105	0%	0%
Thumper's Eggs-travaganza		\$5	\$6	\$5	\$6	0%	0%
Pass (20 visits)		\$55	\$75	\$55	\$75	0%	0%
Rental of Entire Park	Per day	\$1,000	\$1,500	\$1,000	\$1,500	0%	0%
Special Event /Per hour:							
Rental per hour		\$300	\$360	\$300	\$360	0%	0%
Security per hour		\$30	\$36	\$30	\$36	0%	0%
Deposit		\$200	\$240	\$200	\$240	0%	0%
Birthday/Picnic Reservations							
Free Day, 1 per month		N/C	N/C	N/C	N/C		
Private Party Package - 2 hours		\$135	\$145	\$145	\$172	7%	19%
Birthday Party Balloons		\$25	\$30	\$30	\$36	20%	20%
Refundable Cleaning Fee		\$100	\$120	\$100	\$120	0%	0%

GREATER VALLEJO RECREATION DISTRICT

FEE SCHEDULE-Proposed

FΥ	20	24-	-20	25
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		Approved	1 2023-24	Proposed	2024-25	Cha	inge
			Fee - Non		Fee - Non	Fee -	Fee - Non
		Fee - Resident	Resident	Fee - Resident	Resident	Resident	Resident
Stage, during Operating Hours	Per hour	\$25	\$30	\$25	\$30	0%	0%
Stage, Special Event	Per hour (2 hour minimum)	\$150	\$180	\$150	\$180	0%	0%
Electricity Fee	Per 2-hour timeslot	\$5	\$6	\$5	\$6	0%	0%
Community Center Fee Schedule							
Foley Cultural Center							
Kitchen	Per hour	\$84	\$101	\$84	\$101	0%	0%
Lake Room	Per hour	\$168	\$202	\$168	\$202	0%	0%
Vista Room	Per hour	\$44	\$53	\$44	\$53	0%	0%
Refreshment Center	Per hour	\$56	\$67	\$56	\$67	0%	0%
Arbor Room	Per hour	\$37	\$44	\$37	\$44	0%	0%
Oak Room	Not Available						
Pine Room	Not Available						
Elm Room	Not Available						
Commercial Kitchen Rental:							
Per hour (Day 7am-7pm) 3 hr min		\$125	\$150	\$125	\$150	0%	0%
Per hour (Evening 7pm-7am) 3 hr min		\$62	\$74	\$62	\$74	0%	0%
Private Party							
Lake, Kitchen, Refeshment Ctr	5 Hours	\$1,050	\$1,260	\$1,050	\$1,260	0%	0%
Over 5 Hours	Per hour	\$210	\$252	\$210	\$252	0%	0%
Vista Room, Refreshment Ctr (F&Su)	Per hour (Fri or Sun 5 hr min)	\$74	\$89	\$74	\$89	0%	0%
Category II (Non-Profit 2 Hour Minimum)							
Kitchen	Per hour	\$67	\$80	\$67	\$80	0%	0%
Lake Room	Per hour	\$134	\$161	\$134	\$161	0%	0%
Vista Room	Per hour	\$37	\$44	\$37	\$44	0%	0%
Refreshment Center	Per hour	\$45	\$54	\$45	\$54	0%	0%
Arbor Room	Per hour	\$29	\$35	\$29	\$35	0%	0%
Oak Room	Not Available						
Pine Room	Not Available						
Elm Room	Not Available						

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		Approved	2023-24	Proposed 2024-25		Cha	inge
			Fee - Non		Fee - Non	Fee -	Fee - Non
		Fee - Resident	Resident	Fee - Resident	Resident	Resident	Resident
North Vallejo Community Center							
Category I (Business 2 Hour Minimum)							
Banquet Room	Per hour	\$52	\$62	\$52	\$62	0%	0%
Great Room	Per hour	\$64	\$77	\$64	\$77	0%	0%
Kitchen	Per hour	\$35	\$42	\$35	\$42	0%	0%
Craft Room	Per hour	\$35	\$42	\$35	\$42	0%	0%
Private Party							
Banquet or Great Rooms	5 hours	\$520	\$625	\$520	\$625	0%	0%
Over 5 Hours	Per hour	\$104	\$125	\$104	\$125	0%	0%
Banquet, Great Room, and Kitchen	5 hours	\$725	\$870	\$725	\$870	0%	0%
Over 5 Hours	Per hour	\$145	\$174	\$145	\$174	0%	0%
Category II (Non-Profit 2 Hour Minimum)							
Banquet Room	Per hour	\$42	\$50	\$42	\$50	0%	0%
Kitchen	Per hour	\$28	\$34	\$28	\$34	0%	0%
Craft Room	Per hour	\$28	\$34	\$28	\$34	0%	0%
Great Room	Per hour	\$51	\$62	\$51	\$62	0%	0%
Norman C. King, SVCC							
Category I (Business 2 Hour Minimum)							
Multi-Purpose Room #1	Per hour	\$70	\$84	\$70	\$84	0%	0%
Multi-Purpose Room #2	Per hour	\$70	\$84	\$70	\$84	0%	0%
Multi-Purpose Room #1 & #2	Per hour	\$140	\$168	\$140	\$168	0%	0%
Conference Room	Per hour	\$42	\$51	\$42	\$51	0%	0%
Arts/Craft Room	Per hour	\$42	\$51	\$42	\$51	0%	0%
Game Room	Per hour	\$50	\$60	\$50	\$60	0%	0%
Kitchen	Per hour	\$70	\$84	\$70	\$84	0%	0%
Commercial Kitchen Rental:							
Per hour (Day 7am-7pm) 3 hr min		\$90	\$108	\$90	\$108	0%	0%
Per hour (Evening 7pm-7am) 3 hr min		\$45	\$54	\$45	\$54	0%	0%
Private Party							

		Approved	2023-24	Proposed	1 2024-25	Cha	inge
			Fee - Non		Fee - Non	Fee -	Fee - Non
		Fee - Resident	Resident	Fee - Resident	Resident	Resident	Resident
Multi-Purpose 1 or 2 and Kitchen	5 hours	\$520	\$625	\$520	\$625	0%	0%
Over 5 Hours	Per hour	\$104	\$125	\$104	\$125	0%	0%
Multi-Purpose 1 and 2 and Kitchen	5 hours	\$725	\$870	\$725	\$870	0%	0%
Over 5 Hours	Per hour	\$145	\$174	\$145	\$174	0%	0%
Category II (Non-Profit 2 Hour Minimum)							
Multi-Purpose Room #1	Per hour	\$47	\$56	\$47	\$56	0%	0%
Multi-Purpose Room #2	Per hour	\$47	\$56	\$47	\$56	0%	0%
Multi-Purpose Room #1 & #2	Per hour	\$94	\$112	\$94	\$112	0%	0%
Conference Room	Per hour	\$28	\$34	\$28	\$34	0%	0%
Arts/Craft Room	Per hour	\$28	\$34	\$28	\$34	0%	0%
Game Room	Per hour	\$35	\$42	\$35	\$42	0%	0%
Kitchen	Per hour	\$47	\$56	\$47	\$56	0%	0%
Vallejo Community Center							
Category I (Business 2 Hour Minimum)							
Kitchen	Per hour	\$67	\$80	\$67	\$80	0%	0%
Auditorium/Foyer	Per hour	\$151	\$181	\$151	\$181	0%	0%
Foyer	Per hour	\$101	\$121	\$101	\$121	0%	0%
Club Room	Per hour	\$44	\$53	\$44	\$53	0%	0%
Teen Room	Per hour	\$44	\$53	\$44	\$53	0%	0%
Commerical Kitchen Rental:							
Per hour (Day 7am-7pm), 3hr min		\$125	\$150	\$125	\$150	0%	0%
Per hour (Evening 7pm-7am), 3hr min		\$62	\$74	\$62	\$74	0%	0%
Private Party							
Kitchen/Foyer	5 Hours	\$685	\$820	\$685	\$820	0%	0%
Over 5 Hours	Per hour	\$137	\$164	\$137	\$164	0%	0%
Kitchen/Foyer/Auditorium	5 Hours	\$945	\$1,135	\$945	\$1,135	0%	0%
Over 5 Hours	Per hour	\$189	\$227	\$189	\$227	0%	0%
Category II (Non-Profit 2 Hour Minimum)							

		Approved	2023-24	Proposed	Proposed 2024-25		inge
			Fee - Non		Fee - Non	Fee -	Fee - Non
		Fee - Resident	Resident	Fee - Resident	Resident	Resident	Resident
Kitchen	Per hour	\$54	\$65	\$54	\$65	0%	0%
Auditorium/Foyer	Per hour	\$121	\$145	\$121	\$145	0%	0%
Foyer	Per hour	\$81	\$97	\$81	\$97	0%	0%
Club Room	Per hour	\$37	\$44	\$37	\$44	0%	0%
Teen Room	Per hour	\$37	\$44	\$37	\$44	0%	0%
All Community Centers							
Additional Fees							
Banquet Seating (Set-up, Take-down)							
Up to 80		\$150	\$180	\$150	\$180	0%	0%
Up to 100		\$150	\$180	\$150	\$180	0%	0%
Up to 150		\$150	\$180	\$150	\$180	0%	0%
Up to 200		\$150	\$180	\$150	\$180	0%	0%
Up to 250		\$225	\$270	\$225	\$270	0%	0%
Up to 300		\$225	\$270	\$225	\$270	0%	0%
Up to 350		\$225	\$270	\$225	\$270	0%	0%
Up to 400		\$270	\$325	\$270	\$325	0%	0%
Up to 450		\$270	\$325	\$270	\$325	0%	0%
Up to 500		\$270	\$325	\$270	\$325	0%	0%
Theatre Seating (Set-up, Take-down)							
Up to 150		\$80	\$96	\$80	\$96	0%	0%
Up to 200		\$90	\$108	\$90	\$108	0%	0%
Up to 300		\$100	\$120	\$100	\$120	0%	0%
Up to 400		\$110	\$132	\$110	\$132	0%	0%
Up to 500		\$120	\$145	\$120	\$145	0%	0%
Up to 600		\$130	\$156	\$130	\$156	0%	0%
Deposits/Additional Fees							
Foley	Refundable Cleaning Deposit	\$750	\$900	\$750	\$900	0%	0%
VCC	Refundable Cleaning Deposit	\$750	\$900	\$750	\$900	0%	0%
N. King	Refundable Cleaning Deposit	\$400	\$480	\$400	\$480	0%	0%

		Approved	2023-24	Proposed	2024-25	Cha	ange
			Fee - Non		Fee - Non	Fee -	Fee - Non
		Fee - Resident	Resident	Fee - Resident	Resident	Resident	Resident
NVCC	Refundable Cleaning Deposit	\$400	\$480	\$400	\$480	0%	0%
Public Address System Rental:							
Audio		\$50	\$60	\$50	\$60	0%	0%
Projection		\$50	\$60	\$50	\$60	0%	0%
Security Officer:							
July		\$36	\$44	\$36	\$44	0%	0%
Aug - Jan		\$36	\$44	\$36	\$44	0%	0%
Feb - June		\$36	\$44	\$36	\$44	0%	0%
Surcharge		\$25	\$30	\$25	\$30	0%	0%
Jumper Permit	Per day	\$30	\$36	\$30	\$36	0%	0%
Additional Custodial	Per hour	\$50	\$60	\$50	\$60	0%	0%
Application Fee		\$25	\$30	\$25	\$30	0%	0%
Park Reservation							
Field Rentals All Fields							
Resident Non-Profit	Per hour, 2 hour minimum	\$14	\$17	\$14	\$17	0%	0%
Non Resident Non-Profit	Per hour, 2 hour minimum	\$17	\$20	\$17	\$20	0%	0%
Resident Profit	Per hour, 2 hour minimum	\$32	\$39	\$32	\$39	0%	0%
Non Resident Profit	Per hour, 2 hour minimum	\$48	\$58	\$48	\$58	0%	0%
Dan Foley Artificial Turf Field:	Per hour Mon - Fri	\$40	\$48	\$48	\$58	20%	21%
	Per hour Sat - Sun	\$48	\$58	\$58	\$70	21%	21%
Dan Foley Concession Stand	Per hour flat rate	\$40	\$50	\$40	\$50	0%	0%
Pickball Court	Per hour, per court, flat rate	\$14	\$17	\$14	\$17	0%	0%
Tennis Court	Per hour, per court, flat rate	\$14	\$17	\$14	\$17	0%	0%
Basketball Court	Per hour, per court, flat rate	\$14	\$14	\$14	\$14	0%	0%
Bocce Ball Court	Per hour, per court, flat rate	\$14	\$17	\$14	\$17	0%	0%
Foot Golf Course	Per person	\$14	\$17	\$14	\$17	0%	0%
Field Prep (Baseball & Softball)							
Non-Profit		\$25	\$30	\$30	\$36	20%	20%
Profit		\$30	\$36	\$35	\$42	17%	17%

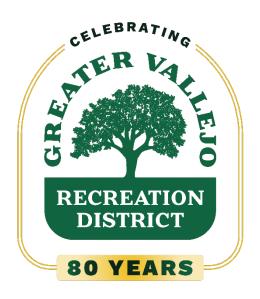
		Approved	2023-24	Proposed	l 2024-25	Cha	inge
			Fee - Non		Fee - Non	Fee -	Fee - Non
		Fee - Resident	Resident	Fee - Resident	Resident	Resident	Resident
Lights @ all Sites							
Resident	Per hour, 2 hour minimum	\$35	\$42	\$35	\$42	0%	0%
Non Resident	Per hour, 2 hour minimum	\$40	\$48	\$40	\$48	0%	0%
Dan Foley Park Picnic Area							
Lakeview East		\$111	\$142	\$111	\$142	0%	0%
Lakeview West		\$111	\$142	\$111	\$142	0%	0%
Lakeview Entire		\$214	\$277	\$214	\$277	0%	0%
Meadows		\$105	\$135	\$105	\$135	0%	0%
Willow Glen		\$105	\$135	\$105	\$135	0%	0%
Mountain View		\$236	\$308	\$236	\$308	0%	0%
Blue Rock Springs Picnic Area							
Lower Vista Area		\$104	\$147	\$104	\$147	0%	0%
Upper Vista		\$104	\$147	\$104	\$147	0%	0%
Vista Entire		\$194	\$252	\$194	\$252	0%	0%
Grove		\$187	\$243	\$187	\$243	0%	0%
Pines		\$224	\$290	\$224	\$290	0%	0%
Lake Area		\$79	\$103	\$79	\$103	0%	0%
Parkview		\$76	\$99	\$76	\$99	0%	0%
Trailside		\$76	\$99	\$76	\$99	0%	0%
Peacock Roost		\$76	\$99	\$76	\$99	0%	0%
Playground Vista		\$97	\$126	\$97	\$126	0%	0%
Blue Rock Terrace		\$76	\$99	\$76	\$99	0%	0%
Crest Ranch Park							
Crest Ranch Park, Highland		\$49	\$64	\$49	\$64	0%	0%
Hanns Park							
Hanns Park		\$71	\$92	\$71	\$92	0%	0%
Richardson Park							
Richardson Park		\$53	\$67	\$53	\$67	0%	0%
Highlands Park							

FY 2024-2025

		Approved	2023-24		Proposed	Proposed 2024-25		ange
			Fee - Non			Fee - Non	Fee -	Fee - Non
		Fee - Resident	Resident		Fee - Resident	Resident	Resident	Resident
Highlands Park		\$51	\$66		\$61	\$79	20%	20%
Jumper House Permit								
Blue Rock, Dan Foley, Richardson	Per day	\$30	\$30		\$30	\$30	0%	0%
Crest Ranch Park, Highland, Hanns	Per day	\$30	\$30	#	\$30	\$30	0%	0%
Parking Fees								
Dan Foley Park	Per day, 7 days a week	\$5	\$6		\$6	\$7	20%	17%
Blue Rock Springs	Per day, 7 days a week	\$5	\$6		\$6	\$7	20%	17%
Special Event Fees								
Rental of entire park								
Dan Foley	Per Day	\$3,000	\$5,000		\$3,000	\$5,000	0%	0%
Blue Rock Springs	Per Day	\$3,000	\$5,000		\$3,000	\$5,000	0%	0%
All Parks	Per hour	\$30	\$40		\$30	\$40	0%	0%
Security/Cleaning Deposit	Per flour	\$550	\$660		\$550	\$660	0%	<u> </u>
Alcohol Permit		\$350	\$40		\$350	\$40	0%	
Sound Permit		\$35	\$40		\$35	\$40	0%	
Still Photography		\$300	\$350		\$300	\$350	0%	
Still Friotography	Per hour	\$75	\$90		\$75	\$90	0%	
Video/Movie productions	T CT TIOUI	\$1,000	\$1,200		\$1,000	\$1,200	0%	
Outdoors	Per hour	\$250	\$300		\$250	\$300	0%	0%
Indoors (rental of space not included)	Per hour	\$250	\$300		\$250	\$300	0%	0%
Staffing/Vehicle		\$52	\$60		\$52	\$60	0%	0%
GVRD Activity Guide								
Full page, back cover		\$1,300	\$1,560		\$1,300	\$1,560	0%	0%
Full page, inside cover (front/back)		\$1,150	\$1,380		\$1,150	\$1,380	0%	0%
Full page, inside (non-glossy, guts)		\$1,050	\$1,260		\$1,050	\$1,260	0%	0%
1/2 page		\$600	\$720		\$600	\$720	0%	0%
1/4 page		\$400	\$480		\$400	\$480	0%	0%
1/8 page		\$200	\$240		\$200	\$240	0%	0%

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		Approved	2023-24	Proposed	2024-25	Cha	ange
			Fee - Non		Fee - Non	Fee -	Fee - Non
		Fee - Resident	Resident	Fee - Resident	Resident	Resident	Resident
Digital GVRD Activity Guide							
Full page, back cover		\$350	\$420	\$350	\$420	0%	0%
Full page, inside cover (front/back)		\$300	\$360	\$300	\$360	0%	0%
Full page, inside (non-glossy, guts)		\$300	\$360	\$300	\$360	0%	0%
1/2 page		\$200	\$240	\$200	\$240	0%	0%
1/4 page		\$150	\$180	\$150	\$180	0%	0%
1/8 page		\$150	\$180	\$150	\$180	0%	0%
Administrative Fees							
Audit Copy	Each	\$5	\$6	\$5	\$6	0%	0%
Audit Copy Emailed		N/C	N/C	N/C	N/C		
Board Agenda (w/out att.) Emailed		N/C	N/C	N/C	N/C		
Board Agenda (w/out att.) US Mail	Per agenda	\$2	\$3	\$2	\$3	0%	0%
Board Agenda (with att.) Emailed		N/C	N/C	N/C	N/C		
Board Agenda (with att.) US Mail	Per packet	\$5	\$6	\$5	\$6	0%	0%
Budget Copy (unbound back-to-back)		\$10	\$12	\$10	\$12	0%	0%
Budget Copy (bound)		\$25	\$30	\$25	\$30	0%	0%
Mailing & Handling Fee:							
1-9 pages		\$2	\$3	\$2	\$3	0%	0%
10+ pages		\$5	\$6	\$5	\$6	0%	0%
Return Check Fee		\$25	\$30	\$25	\$30	0%	0%
Plan Sets	Det. by actual cost per set						



GREATER VALLEJO RECREATION DISTRICT

FINANCIAL REPORT

AS OF

JANUARY 31, 2024



Greater Vallejo Recreation District Balance Sheet as of January 31, 2024 All Funds Combined 58% of Fiscal Year

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Cash - Solano County	117,386.56	
Cash - General Account - Bank of the West	1,965,144.65	
Cash - Payroll Account - Bank of the West	41,088.52	
Cash - Umpqua Bank Account	1,680,301.25	
Cash - Retiree Benefit Trust Fund	1,298,519.88	
Accounts Receivable	(152,986.28)	
Total Assets	,	4,949,454.58
Liabilities		
Accounts Payable	581,345.34	
Payroll Related Payables	82,407.05	
Building Deposits Payable	36,172.91	
Amount Due Customers - Etrak	4,095.78	
	4,095.76	704 024 00
Total Liabilities		704,021.08
Net Assets		
Fund Balance- Unrestricted Operating Reserve	3,592,838.30	
Fund Balance - Restricted Retiree Benefit	1,298,519.88	
Fund Balance - Designated Reserve 15%	1,764,547.32	
Excess Revenues Over Expenses	(2,410,472.00)	
Total Net Assets	,	4,245,433.50
Total Liabilities and Net Assets	4,949,454.58	



Greater Vallejo Recreation District Budgt to Actual Comparison by Category General Fund and Measure K Combined As of January 31, 2024 58% of Fiscal Year

Revenue/ Expense Category	FY 23-24 Original Adopted Budget	FY 23-24 Budget Amendments	FY 23-24 Amended Budget	FY 23/24 Actuals thru 12/31/23	FY 23/24 Budget Remaining	FY 23/24 Budget % Rcvd/Used
General Fund Revenue	J		<u> </u>			-
Property Taxes	6,256,773	(197,614)	6,059,159	2,951,630	3,107,529	48.71%
Intergovernmental Revenue	500,000	239,690	739,690	0	739,690	0.00%
Charges for Services	966,080	33,300	999,380	379,532	619,848	37.98%
Rents: Use of Facilities/Equipment	616,423	8,700	625,123	327,311	297,812	52.36%
Use of Money & Property (Rents, Leases, Interest Income)	142,796	0	142,796	89,215	53,581	62.48%
Grants	203,100	927,952	1,131,052	490,881	640,172	43.40%
Donations	5,500	0	5,500	300	5,200	5.45%
Other Revenue	3,680,090	(3,640,000)	40,090	38,634	1,456	96.37%
Total General Fund Revenue	12,370,762	(2,627,972)	9,742,790	4,277,503	5,465,287	43.90%
Full-Time Salaries	2,991,204	37,722	3,028,926	1,737,230	1,291,696	57.35%
Part-Time Salaries	1,198,911	59,928	1,258,839	917,266	341,573	72.87%
Non-Retirement Employee Benefits	943,264	84,433	1,027,697	431,811	595,886	42.02%
CalPERS	757,942	5,172	763,114	103,951	659,163	13.62%
Services & Supplies	1,574,158	65,500	1,639,658	939,335	700,323	57.29%
Computer Services, Software & Equipment	109,401	500	109,901	54,512	55,389	49.60%
County Tax Collection Fee	80,000	0	80,000	0	80,000	0.00%
Professional Services	275,608	1,000	276,608	248,117	28,491	89.70%
Facilities Maintenance Expense	85,000	641,376	726,376	354,694	371,682	48.83%
Other Post Employment Benefit (OPEB)	50,000	(50,000)	0	0	0	0.00%
Transfer to Debt Service (POB)	0	330,493	330,493	330,493	0	100.00%
Total General Fund Expense	8,065,488	1,176,123	9,241,611	5,117,408	4,124,203	55.37%
Total General Fund Excess (Deficiency) of Revenue Over Expense						
Before Capital Outlay & CIP	4,305,275	(3,804,096)	501,179	(839,905)	1,341,084	
Capital Outlay & CIP	3,637,000	(1,114,962)	2,522,038	1,663,543	858,495	65.96%
Total Capital Outlay & CIP Expense	3,637,000	(1,114,962)	2,522,038	1,663,543	858,495	65.96%
Total General Fund Expense with Capital Outlay & CIP	11,702,488	61,161	11,763,649	6,780,951	4,982,698	57.64%
Total General Fund Excess (Deficiency) of Revenue Over Expense with Capital Outlay & CIP Expense	668,275	(2,689,134)	(2,020,859)	(2,503,448)	482,589	



Greater Vallejo Recreation District Budgt to Actual Comparison by Category General Fund and Measure K Combined As of January 31, 2024 58% of Fiscal Year

Revenue/ Expense Category	FY 23-24 Original Adopted Budget	FY 23-24 Budget Amendments	FY 23-24 Amended Budget	FY 23/24 Actuals thru 12/31/23	FY 23/24 Budget Remaining	FY 23/24 Budget % Rcvd/Used
Measure K Revenue						
Other Revenue	250,000	(250,000)	0	0	0	0.00%
Special Assessments - Measure K	2,130,000	(100,000)	2,030,000	1,061,944	968,056	52.31%
Total Measure K Revenue	2,380,000	(350,000)	2,030,000	1,061,944	968,056	52.31%
Part-Time Salaries	503,941	0	503,941	183,673	320,268	36.45%
Non-Retirement Employee Benefits	57,607	(6,677)	50,929	7,208	43,722	14.15%
Services & Supplies	903,300	0	903,300	451,328	451,972	49.96%
Computer Services, Software & Equipment	30,000	0	30,000	30,785	(785)	102.62%
Professional Services	2,000	0	2,000	0	2,000	0.00%
Facilities Maintenance Expense	561,376	(561,376)	0	0	0	0.00%
Total Measure K Expense	2,058,224	(568,053)	1,490,170	672,995	817,176	45.16%
Total Measure K Excess (Deficiency) of Revenue Over Expense						
Before Capital Outlay & CIP	321,776	218,053	539,830	388,950	150,880	
Capital Outlay & CIP	798,000	(257,573)	540,427	295,973	244,454	54.77%
Total Capital Outlay & CIP	798,000	(257,573)	540,427	295,973	244,454	54.77%
Total Measure K Expense with Capital Outlay & CIP	2,856,224	(825,626)	2,030,597	968,968	1,061,629	47.72%
Total Measure K Excess (Deficiency) of Revenue Over Expense						
With Capital Outlay & CIP	(476,224)	475,626	(597)	92,976	(93,574)	
Total General Fund & Measure K Combined Excess/Deficiency of						
Revenue Over Expense	192,050	(2,213,507)	(2,021,456)	(2,410,472)	389,015	



Greater Vallejo Recreation District Budget to Actuals by Department General Fund and Measure K Combined - YTD As of January 31, 2024 58% of Fiscal Year

Departments Revenue/Expense	FY 23-24 Original Adopted Budget	FY 23-24 Budget Amendments	FY 23-24 Amended Budget	FY 23/24 Actuals thru 01/31/24	FY 23/24 Budget Remaining	FY 23/24 Budget % Used
General Fund Revenue	6 404 650	(407.644)	6 204 045	2.000.050	2 427 206	40.420/
001-General Support & Administration	6,401,659	(197,614)	6,204,045	3,066,659	3,137,386	49.43%
Total Administration & General Support	6,401,659	(197,614)	6,204,045	3,066,659	3,137,386	49.43%
301-Visitor Services	198,900	0	198,900	98,905	99,996	49.73%
Total Facilities	198,900	0	198,900	98,905	99,996	49.73%
010-Recreation Administration	3,500	0	3,500	3,700	(200)	105.71%
415-Children's Wonderland	53,200	0	53,200	21,882	31,318	41.13%
430-Break Camp	69,740	0	69,740	44,994	24,746	64.52%
450-Vallejo Community Center	100,232	0	100,232	71,094	29,138	70.93%
451-Foley Cultural Center	199,552	0	199,552	136,299	63,253	68.30%
460-Sports	90,332	0	90,332	30,890	59,442	34.20%
465-Community Events	12,300	0	12,300	4,243	8,057	34.49%
480-ExLP	203,100	0	203,100	240,881	(37,781)	118.60%
481-After School Programs	339,300	0	339,300	150,291	189,009	44.29%
486-Teen Services	79,475	0	79,475	0	79,475	0.00%
487-Franklin Gym	0	52,000	52,000	0	52,000	0.00%
490-Adaptive Recreation	330	0	330	420	(90)	127.27%
720-North Vallejo Community Center	26,800	0	26,800	23,695	3,105	88.41%
721-South Vallejo Community Center	64,235	0	64,235	34,316	29,919	53.42%
730-Cunningham Pool	378,107	0	378,107	99,236	278,871	26.25%
Total Recreation	1,620,203	52,000	1,672,203	861,940	810,263	51.55%
906-CIP	4,150,000	(2,482,358)	1,667,642	250,000	1,417,642	14.99%
Total CIP	4,150,000	(2,482,358)	1,667,642	250,000	1,417,642	14.99%
Total General Fund Revenue	12,370,762	(2,627,972)	9,742,790	4,277,503	5,465,287	43.90%
General Fund Expense				_	_	
001-General Support & Administration	1,649,804	324,154	1,973,958	1,348,081	625,876	68.29%
007-Human Resources	395,039	20,808	415,847	168,638	247,210	40.55%
100-Finance	449,791	29,898	479,689	278,569	201,120	58.07%
Total Administration & General Support	2,494,634	374,860	2,869,494	1,795,288	1,074,206	62.56%



Greater Vallejo Recreation District Budget to Actuals by Department General Fund and Measure K Combined - YTD As of January 31, 2024 58% of Fiscal Year

	FY 23-24	FY 23-24				FY 23/24
Departments	Original Adopted	Budget	FY 23-24	FY 23/24 Actuals	FY 23/24 Budget	Budget
Revenue/Expense	Budget	Amendments	Amended Budget	thru 01/31/24	Remaining	% Used
200-Park Maintenance & Development	190,495	22,016	212,511	102,468	110,043	48.22%
300-Facilities	600,505	596,959	1,197,464	609,430	588,034	50.89%
301-Visitor Services	232,952	(78,696)	154,256	83,477	70,780	54.12%
310-Landscaping & Grounds	1,368,114	35,365	1,403,479	705,656	697,823	50.28%
312-McIntyre Ranch	50,000	0	50,000	39,995	10,005	79.99%
Total Facilities	2,442,066	575,644	3,017,709	1,541,025	1,476,684	51.07%
010-Recreation Administration	496,175	(103,823)	392,351	234,238	158,113	59.70%
415-Children's Wonderland	101,126	(16,353)	84,773	99,253	(14,480)	117.08%
430-Break Camp	184,435	11,639	196,074	137,012	59,062	69.88%
450-Vallejo Community Center	215,162	2,904	218,066	97,007	121,059	44.49%
451-Foley Cultural Center	312,035	2,153	314,188	144,261	169,927	45.92%
460-Sports	109,543	49,981	159,524	48,392	111,132	30.34%
465-Community Events	101,394	6,237	107,631	44,491	63,140	41.34%
480-ExLP	316,780	15,412	332,192	275,398	56,794	82.90%
481-After School Programs	534,131	17,668	551,799	206,195	345,604	37.37%
486-Teen Services	62,471	4,224	66,695	3,083	63,612	4.62%
487-Franklin Gym	0	212,912	212,912	67	212,845	0.03%
490-Adaptive Recreation	34,663	1,231	35,893	2,106	33,787	5.87%
720-North Vallejo Community Center	69,285	972	70,257	47,392	22,865	67.46%
721-South Vallejo Community Center	69,305	972	70,277	39,275	31,002	55.89%
730-Cunningham Pool	522,283	19,492	541,775	402,924	138,851	74.37%
Total Recreation	3,128,788	225,620	3,354,408	1,781,095	1,573,312	53.10%
906-CIP	3,637,000	(1,114,962)	2,522,038	1,663,543	858,495	65.96%
Total CIP	3,637,000	(1,114,962)	2,522,038	1,663,543	858,495	65.96%
Total General Fund Expense	11,702,488	61,161	11,763,649	6,780,952	4,982,697	57.64%
Total General Fund Excess (Deficiency) of						
Revenue Over Expense	668,275	(2,689,134)	(2,020,859)	(2,503,448)	482,589	



Greater Vallejo Recreation District Budget to Actuals by Department General Fund and Measure K Combined - YTD As of January 31, 2024 58% of Fiscal Year

	FY 23-24	FY 23-24				FY 23/24
Departments	Original Adopted	Budget	FY 23-24	FY 23/24 Actuals	FY 23/24 Budget	Budget
Revenue/Expense	Budget	Amendments	Amended Budget	thru 01/31/24	Remaining	% Used
Nevenue/ Expense	Dauget	Amendments	Amended budget	tiii d 01/31/24	Kemaning	70 O3EU
Measure K Revenue						
001-General Support & Administration	2,380,000	(350,000)	2,030,000	1,061,944	968,056	52.31%
Total Measure K Revenue	2,380,000	(350,000)	2,030,000	1,061,944	968,056	52.31%
001-General Support & Administration	91,400	(15,000)	76,400	18,650	57,750	24.41%
100-Finance	2,000	0	2,000	0	2,000	0.00%
Total General Support & Administration	93,400	(15,000)	78,400	18,650	59,750	23.79%
300-Facilities	889,576	(547,323)	342,253	147,296	194,958	43.04%
310-Landscaping & Grounds	266,164	(2,244)	263,920	135,965	127,956	51.52%
Total Facilites	1,155,741	(549,567)	606,173	283,260	322,913	46.73%
010-Recreation Administration	30,000	0	30,000	30,785	(785)	102.62%
415-Children's Wonderland	85,000	(1,326)	83,674	72,325	11,349	86.44%
450-Vallejo Community Center	17,500	0	17,500	14,068	3,432	80.39%
451-Foley Cultural Center	67,000	0	67,000	34,953	32,047	52.17%
460-Sports	62,900	1,642	64,542	36,833	27,709	57.07%
465-Community Events	8,960	(152)	8,808	13,149	(4,341)	149.28%
486-Teen Services	16,332	185	16,516	2,728	13,788	16.52%
490-Adaptive Recreation	2,790	(47)	2,743	0	2,743	0.00%
720-North Vallejo Community Center	12,800	0	12,800	6,612	6,188	51.65%
721-South Vallejo Community Center	18,800	0	18,800	10,853	7,947	57.73%
730-Cunningham Pool	487,001	(3,789)	483,212	148,778	334,435	30.79%
Total Recreation	809,084	(3,486)	805,597	371,084	434,513	46.06%
906-CIP	798,000	(257,573)	540,427	295,973	244,454	54.77%
Total CIP	798,000	(257,573)	540,427	295,973	244,454	54.77%
Total Measure K Expense	2,856,224	(825,626)	2,030,597	968,968	1,061,629	47.72%
Total Measure K Excess (Deficiency) of						
Revenue Over Expense	(476,224)	475,626	(597)	92,976	(93,574)	
Total General Fund & Measure Combined						
Excess (Deficiency) of Revenue Over						
Expense	192,050	(2,213,507)	(2,021,456)	(2,410,472)	389,016	



Greater Vallejo Recreation District

GVRD promotes wellness and healthy lifestyles by providing safe parks and innovative and fun recreation programs for all residents.

BOARD OF DIRECTORS

Rizal Aliga Robert Briseño Thomas Judt Stacey Kennington Tom Starnes

GENERAL MANAGER

Gabe Lanusse

Greater Vallejo Recreation District Board of Directors MINUTES February 8, 2024 – 401 Amador Street 6:30 p.m.

1) Call to Order

Chairperson Aliga called a regular meeting of the Board of Directors of the Greater Vallejo Recreation District to order at 6:30 p.m., February 8, 2024, in the Board Room of the Greater Vallejo Recreation District Office, 401 Amador Street, Vallejo, California.

2) Pledge of Allegiance

Chairperson Aliga led the pledge.

3) Roll Call

Present: Chairperson Rizal Aliga; Vice-Chair Stacey Kennington; Secretary Tom Starnes; Directors Thomas Judt, Robert Briseño
Staff: General Manager, Gabriel Lanusse; Legal Counsel, Andrew Shen; Recreation Services Director, Antony Ryans; Parks and Facilities Director, Salvador Nuño; Human Resources Director, Lisa Sorvari; Finance Director, Noel Parkhurst; Board Clerk, Kimberly Pierson

4) Approval of Agenda

Director Starnes offered the motion, seconded by Director Kennington to approve the agenda. Motion passed.

5) Public Comment:-None

(Note: For matters not otherwise listed on this agenda. The Board of Directors welcomes your comments under this section but is prohibited by State Law from discussing items not listed on the agenda. Your item will be taken under consideration and may be referred to Board of Directors Committee(s) and/or Staff.) To provide an opportunity for all members of the public who wish to address the Board, a time allocation of 3 minutes for each individual speaker and 5 minutes for an individual representing an organization.

6) Presentations:

Public Comment-None

6.1 Introducing Jesus Segura, Maintenance Worker I (Nuño)

Salvador Nuño introduced Jesus Segura who recently passed his employment probationary period.



6.2 Board Member Best Practices-Training Recap (Directors Aliga and Judt)

Directors Aliga and Judt gave a short presentation on a recent CSDA webinar they attended.

7) Action Items:

Public Comment-None

7.1 Discussion and Possible Action on Crest Ranch Property known as "Country Club Crest Unit No. 8" (Lanusse)

Veronica Nebb, City Attorney for City of Vallejo gave an update on the "crest school" property. The City of Vallejo is currently in contract to purchase the property from the Vallejo School District. During the due diligence phase, it was discovered that GVRD has some claim to the title. After a brief discussion Briseño offered the motion seconded by Director Aliga to place as a closed session item on the next board agenda. Motion passed. Director Starnes requested a preliminary legal opinion on the matter.

7.2 Approve Changes to Policy 1010-Adoption/Amendment of Policies (Sorvari)

Director Briseño offered the motion, seconded by Director Starnes to approve changes to Policy 1010. Motion passed.

7.3 Review of Annual Work Plan (Lanusse)

After a brief discussion, direction was given to the General Manager to provide top 10 rankings on the 6 goals outlined in the 10-year master plan as part of his update at the next board meeting.

8) Staff Updates

Public Comment - None

8.1 General Manager

- Working on the budget. Thanked Sue, Noel, and support staff for working on that and getting bills and people paid. Reviewing line items to trim for next year.
- Provided an update on recent requests made by pickleball players.
- Working with City of Vallejo and Legal Counsel regarding clarity on impact fee distribution.
- Sent an email to city staff regarding maintenance of trees. Will try and set a meeting next week to discuss further.
- Announced an invitation to give a presentation on GVRD's recent succession plan.
- Updating work expectations with executive staff.



8.2 Recreation Services Director

- Announced an increase in participation at open gym pickleball currently offered Monday, Wednesday, and Friday from 9am -12pm. Average is 50-60 patrons daily.
- Updated the board on Master Plan Goals 3.5b, and 3.4b and provided details on actions that have been taken to complete those goals.

8.3 Parks and Facilities Director

- Provided an update on the recent storm.
- Announced the removal of the Terrace Park playground as part of Prop.
 68 grant replacement project.
- Announced the removal of the construction fencing and reopening of Dan Foley Sports Field.
- Provided updates on the Cunningham Pool restroom project and 395 Amador project.

8.4 Human Resources Director

- Provided update on Master Plan objectives relating to 1.1.h-The district has chosen Gallagher to conduct the total compensation study based on their experience with Special Districts. There will be a kickoff meeting on Feb. 12th.
- Provided update on Master Plan objectives relating to 1.1.i- Began reviewing average hours for part time staff to determine if staff should be up for a raise after a certain number of hours or if it should be annually or seasonally based.
- Provided update on Master Plan objectives relating to 1.1.e- Working with the finance department on the timekeeping software.
- Mentioned the need for staff to receive de-escalation training. Staff members are being harassed while working in the parks. Currently looking for a trainer.

8.5 Finance Director

- Discussed status of the cash flow forecast. Currently doing an internal audit of all accounts that feed into either funds or liabilities and assets.
 Wants to make sure the report is correct and as accurate as possible.
- Provided an update on the status of the budget calendar. Once it is finalized it will be brought to the Budget and Finance Committee and then the full board.
- Provided an update on the FY21/22 Audit-Down to one item, the
 actuarial report on retiree medical. The current consultant has missed
 the last two deadlines. Worst case scenario would be to hire another
 consultant.



- FY 22-23 Audit should begin in April or May depending on auditor's timeline.
- Provided department updates: Migration to cloud-based system, Finance-HRIS RRP, internal processes.

9) Financials:

Public Comment

- **9.1** Accept Finance Statement through 12/31/2023 (Parkhurst) Director Briseño offered the motion, seconded by Director Aliga to accept the finance statement through 12/31/2023. Motion passed.
- **9.2** Accept Payment of Bills 1/1/2024 through 1/31/2024 (Parkhurst) Director Aliga offered the motion, seconded by Director Starnes to accept the payment of bills 1/1/2024 through 1/31/2024. Motion passed.

10) Committee Updates

Public Comment-None

Feb. 6th Programs Committee-

Director Starnes: commended the amount of scrutiny given to new programming, an in-depth discussion on marketing took place, grant opportunity awarded for Rock the Mic Program-another thing to be commended for entire staff. We're happy to be able to have a new event and have it funded.

Chairperson Aliga: commented on the cost recovery/community benefit exercise that was conducted at the meeting, would love to see that on a larger scale at an all staff or board training so more folks can learn about it, provided an update on a recent meeting with the Bay Padel group-Padel is a huge sport in Europe and South America trying to make its way to North America.

11)Consent Calendar

Items listed on the consent calendar are considered routine in nature and may be enacted by one motion. If discussion is required, that item will be removed from the consent calendar and will be considered separately.

Public Comment-None

- **11.1** Approve Board Minutes January 25, 2024
- 11.2 Accept Budget and Finance Committee Minutes January 8, 2024
- 11.3 Accept Policies and Personnel Committee Minutes January 22, 2024

Director Briseño offered the motion, seconded by Director Starnes to approve the consent calendar. Motion passed.

12) Announcements and Comments from Board Members

Director Briseño provided an update on a recent meeting with School Board Trustee John Fox. He was not aware that GVRD was being excluded from the 2+2 committee meetings and will talk with his fellow VCUSD committee member.



Chairperson Aliga congratulated Director Briseño on receiving the Man of the Year Award at the Solano Chamber of Commerce dinner a couple weeks ago. Stated "it's awesome to see him representing GVRD at that event as well as at the Coach Sarna Flag Football Leage crab feed." He also announced that he attended the breakfast for the Soano Economic Development Corporation and sat at the City of Vallejo table. He learned more about the California Forever Plan in Rio Vista and met the Solano Land Trust and Solano Farm Bureau folks and shared the good things going on at GVRD.

13) Meeting Adjourn

Director Starnes offered the motion, seconded by Director Kennington to adjourn the meeting at 8:21 p.m. Motion passed.

Tom Starnes, Board Secretary



Greater Vallejo Recreation District

GVRD promotes wellness and healthy lifestyles by providing safe parks and innovative and fun recreation programs for all residents.

BOARD OF DIRECTORS

Rizal Aliga Robert Briseño Thomas Judt Stacey Kennington Tom Starnes

GENERAL MANAGER

Gabe Lanusse

Programs and Publicity Committee Minutes Tuesday, February 6, 2024 2:00 P.M. Administrative Office-Board Room 401 Amador Street

In attendance: Director Starnes, Chair Aliga, General Manager Lanusse & Director

Ryans.

Meeting began: 2:00 P.M.

- 1. Public Comment- There was no public comment.
- **2. Assign Committee Chairperson-** Chair Aliga recommended Director Starnes to take the place as chair. He kindly accepted.
- 3. Activity Guide Summer 2024- Staff in the Department is working on the production of the summer Activity Guide. Discussion regarding how many guides were published was discussed. The cost for printing, postage, and past costs pre-COVID were mentioned.
- 4. Black History Month Celebration
 - Children's Wonderland
 - February 24th 12-5pm

Director Ryans requested support from the committee to secure funding sources, network, and bring recommendations on best practices regarding efficiency of Recreation Services was encouraged. Director Ryans also mentioned committee meetings my not take place monthly, but on an as needed basis. It discussed how early vendors were retained and what requirements needed to be satisfied before tabling at a GVRD event.

5. Cost Recovery Activity- Director Ryans conducted a Cost Recovery activity with the committee to gage and discuss how the Department determines fees, programming, and how much the District will subsidize each program based on the benefit to the community.



- **6. Padel Leagues-** Chair Aliga mentioned the meeting he and GVRD staff had during the morning regarding a potential partnership with Padel League of Treasure Island. Also, he touched on how he would be attending an event later on that evening and would report back to staff.
- 7. Rock the Mic! (Teen Summit) Director Ryans discussed with the Committee about applying for a special events grant. At a previous meeting, it was announced that the grant funds of \$20k was awarded to Recreation. Director Ryans mentioned that the program is to highlight teens and showcase their talents through all avenues of art. Director Starnes suggested staff to refer to the California Parks and Recreation Societies award metrics when in the preplanning process of newer events.
- **8. GVRD 80**th **Anniversary Celebration-** Director Ryans and General Manager Lanusse mentioned GVRD would be planning an 80th Anniversary celebration on Saturday, August 8th from 3-8pm. The event will be similar to Bands and Brews but will have elements of food trucks, retail vendors, and an 80's theme. The committee suggested having a historical component of the event and possibly a pre-event for dignitaries to attend and help promote the event. In addition, the committee asked about how the sponsorship opportunities work within the District.

Meeting Adjourned: 3:07PM

350 Sansome Street | Suite 300 San Francisco, CA 94104

Andrew Shen Senior Counsel 415. 848. 7254 ashen@publiclawgroup.com

February 15, 2024

Honorable Board of Directors Greater Vallejo Recreation District 395 Amador Street Vallejo, CA 94590

Dear Board of Directors,

I write to inform you of a potential conflict of interest and seek your waiver of this conflict of interest on behalf of the Greater Vallejo Recreation District ("GVRD"). The potential conflict of interest arises from RPLG's current representation of the City of Vallejo ("City").

The City recently engaged Renne Public Law Group ("RPLG") to provide legal assistance with upcoming labor negotiations on behalf of the City. Likewise, the City previously engaged RPLG to provide legal assistance with certain internal investigations.

The potential conflict of interest is as follows. RPLG represents GVRD as District Counsel through Senior Counsel Andrew Shen. As District Counsel, Mr. Shen is currently advising GVRD regarding two matters that may implicate the City. The first matter is a potential real estate transaction for the Crest Ranch Property known as "Country Club Crest Unit No. 8." As you are aware, the current parties to this transaction are the City and the Vallejo City Unified School District. But it is possible that at a future date, GVRD will become more directly involved in this transaction with the City. The second matter involves the collection and disposition of impact fees that the City collects under the Vallejo Municipal Code for park, recreational, and open space uses. As you know, the City and GVRD are in discussions regarding these impact fees and how GVRD may best access fees collected by the City. At this time, neither of these two matters have risen to an actual conflict of interest or any direct adversity. But out of an abundance of caution, RPLG wishes to address any potential conflict of interest as soon as possible.

While the aforementioned GVRD issues are entirely unrelated to the matters on which RPLG represents the City, RPLG's representation of GVRD may result in adversity against the City in the future. But to be clear, in no instance will RPLG represent GVRD in any litigation against the City, and vice versa.



February 15, 2024 Page 2

Under Rule 1.7 of the Rules of Professional Conduct, where there is a potential conflict of interest generated by the firm's concurrent representation of two clients, we are required to obtain a written waiver from each client to proceed. By this letter, we provide the complete proposed terms for the limited conflicts waiver and request GVRD's consent to the same. We have asked the City, through City Attorney Veronica Nebb, to execute a similar waiver.

We do not believe that there is a risk that our representation of either client will be materially limited by the representation of both parties, as the services RPLG will provide to GVRD and the City relate to entirely separate matters. RPLG believes that our attorneys and staff will be able to simultaneously provide competent and diligent representation to the City and GVRD in these respective matters.

To support this agreement, RPLG will not assign attorneys and staff advising GVRD on the above real estate and impact fee matters to also advise the City on labor negotiations and internal investigations.

We are happy to discuss this further with you and invite your questions and you of course may, in your discretion, consult with other legal counsel concerning the terms of this waiver agreement. To memorialize your consent regarding RPLG's representation of GVRD and the City and thus waive the conflict as set forth here, please sign below and return your signed waiver to us at your earliest convenience.

Sincerely,

Andrew Shen

Consent and Waiver

I have read the disclosure set forth above and, on behalf of the Greater Vallejo Recreation District, hereby waive the conflict of interest identified above.

By:

Rizal Aliga, Chair, Greater Vallejo Recreation District Board of Directors

Date:

RECORDING REQUESTED BY

WHEN RECORDED MAIL TO

12111

RECORDED AT REQUEST OF
TITLE INSURANCE AND TRUST COMPANY

min. past TUL 1 0 1969

SOLANO COUNTY, CALIF. Reymond &. Dewall

Vallejo City Unified School District 211 Valle Vista

Street Vallejo, California 94590

MAIL TAX STATEMENTS TO

SPACE ABOVE THIS LINE FOR RECORDER'S USE

(Same as above)

Grant Deed

Consideration less than \$100.00 ABOVE AFFIX I.R.S. \$ NONE

TO 405 C (8-67)

THIS FORM FURNISHED BY TITLE INSURANCE AND TRUST COMPANY

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

GREATER VALLEJO RECREATION DISTRICT, a Political Subdivision.

hereby GRANT(S) to VALLEJO UNIFIED SCHOOL DISTRICT of Solano County, California, a Political Subdivision.

the following described real property in the City of Vallejo, County of Solano , State of California:

Lot 647, as shown on the map entitled: "COUNTRY CLUB CREST UNIT NO. 8". filed in the office of the Recorder of Solano County, California, September 15, 1959, in Book 18 of Maps at Page 90.

upon the condition that within six (6) months from the date hereof, the premises be used by grantee for school district purposes and continuously thereafter. If said premises shall cease to be used for said purposes for a period of four (4) months, then title to said premises shall revert to grantor and grantor shall have the right to re-enter and re-take possession thereof.

STATE OF CALIFORNIA) COUNTY OF SOLANO

GREATER VALLEJO RECREATION DISTRICT

Kaiser - Chairman of the George J. Beard

Oscar E. Setterquist - Secretary the Board

On this June in the year 1969, before John G. Soanes a Notary Public in and for said county and state, personally appeared, GEORGE J. KAISER, known to me to be the Chairman of the Board, and OSCAR E. SETTERQUIST, known to me to be the Secretary of the Board, of the GREATER VALLEJO RECREATION DISTRICT, and known to me to be the persons who executed the within instrument on behalf of said political subdivision and acknowledged to me that such political subdivision executed the same.

WITNESS my hand and official seal.

Signature

OFFICIAL SEAL JOHN G. SOANES NOTARY PUBLIC - CALIFORNIA PRINCIPAL OFFICE IN SOLANO COUNTY

.)1596 BA

My commission expires August 5, 1970.

4.

RESOLUTION NO. 69 - 8

Whereas, the Greater Vallejo Recreation District holds in fee title certain property (Lot 647, as shown on the map entitled: "COUNTRY CLUB CREST UNIT NO. 8" filed in the office of the Recorder of Solano County, California, September 15, 1959, in Book 18 of Maps at Page 90) adjacent to Country Club Crest Park and,

Whereas, the Vallejo Unified School District intends to develop a child day care center in the Country Club Crest Community and,

Whereas, the School District has advised this Board of Directors that the aforementioned property would be most desirable for this purpose and,

Whereas, good and sufficient reasons having been established in support of the transfer of this property to the School District,

Be it, therefore, resolved that the Board of Directors of the Greater Vallejo Recreation District does authorize the granting of certain property adjacent to Country Club Crest Park to the Vallejo Unified School District, subject to certain conditions as set forth in grant deed.

Be it further resolved that the Chairman and Secretary of this Board are authorized to execute said grant deed.

I, George J. Kaiser, Chairman of the Board of Directors of the Greater Vallejo Recreation District, do hereby certify the above and foregoing resolution was regularly introduced, passed and adopted by said Board at a regular meeting held the 11th day of June 1969 by the following vote:

> Aye: Directors Anthony T. Grigas, Judith S. Knight, John Olson, Oscar E. Setterquist, George J. Kaiser

Noe: None

Absent: None

Witnessed my hand and the seal of said Board on the 11th

SEAL

BGON 1573 PAGE 557

RESOLUTION NO. 718

RESOLUTION AUTHORIZING AND DIRECTING PURCHASE OF REAL PROPERTY ADJACENT TO COUNTRY CLUB CREST SUBDIVISION FROM GREATER VALLEJO RECREATION DISTRICT AND ESCROW INSTRUCTIONS

IT IS HEREBY RESOLVED AND ORDERED by this Board of Education that the Vallejo City Unified School District of Solano County, State of California, purchase and acquire, for the use of said school district, that certain real property hereinafter described from the Greater Vallejo Recreation District, the owners thereof, for the sum of ONE DOLLAR AND NO CENTS (\$1.00), lawful money of the United States.

IT IS FURTHER RESOLVED AND ORDERED that this Governing Board of said school district, under the conditions hereinafter set forth, accept a grant deed from said owners conveying said real property to said school district, title to be taken and vested in the name of the Vallejo City Unified School District of Solano County, State of California, and does hereby consent to the recordation of said deed in the office of the County Recorder of Solano County, State of California;

IT IS FURTHER RESOLVED AND ORDERED that said real property be purchased by and through an escrow with the Title Insurance and Trust Company of Solano County, and that this resolution constitutes the escrow instruction of said school district.

ONE DOLLAR AND NO CENTS (\$1.00) be drawn on the General Funds of said school district, payable to Title Insurance and Trust Company of Solano County, as escrow agent, and be delivered to said escrow agent together with two certified copies of this resolution, one of which copies shall be attached to said grant deed and recorded therewith, all pursuant to the instruction of said owners and of this said school district as herein set forth. Said escrow agent shall pay over said total purchase price of ONE DOLLAR AND NO CENTS (\$1.00) to said owners, or to their order, and record said grant deed

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Resolution No. 718 Page 2

when said escrow agent can insure title in said district under said grant deed in fee, free and clear of all clouds or defects of title, and all liens and/or encumbrances, and when said escrow agent is satisfied that there are no restrictions upon the sale of, or occupancy of, said real property on the basis of race, creed, or color. It is expressly understood by the Board of Education of the Vallejo City Unified School District that the abovementioned deed will contain the following recital and condition immediately following the granting clause, to wit:

"Upon the condition that within six (6) months from the date hereof, the premises be used by grantee for school district purposes and continuously thereafter. If said premises shall cease to be used for said purposes for a period of four (4) months, then title to said premises shall revert to grantor and grantor shall have the right to re-enter and re-take possession thereof."

Said owners shall pay all taxes and assessments, a lien on said real property due and payable at the time of delivery of said grant deed even though a pro rata portion of the taxes may be due and owing for a period of time beyond said delivery date. Said owners will pay for the necessary federal documentary stamps to be attached to said grant deed. School District will pay the title insurance policy premium, but owners shall remove at their own expense any clouds or defects of title, and any liens or encumbrances as reported by said escrow agent and by it required to be eliminated.

The real property hereinafter referred to, and which is purchased by said district pursuant to this resolution, is situate in

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Resolution No. 718

the County of Solano, State of California, and particularly described as follows, to wit:

Lot 647, as shown on the map entitled: "COUNTRY CLUB CREST UNIT NO. 8," filed in the office of the Recorder of Solano County, California, September 15, 1959, in Book 18 of Maps at Page 90.

IN WITNESS WHEREOF, we, being a majority of the members of the Board of Education of VALLEJO CITY UNIFIED SCHOOL DISTRICT of Solano County, State of California, at a regular meeting held this 17th day of June, 1969, have hereunto set our hands.

Tull President

Vice President

Jewis C. Browniedal

Placellhum

ElseTfidenmann

I, John W. Nicoll, Secretary of the Governing Board of the Vallejo City Unified School District, State of California, do hereby certify the foregoing to be a true and correct copy of the resolution adopted by the Governing Board of the aforesaid school district at a regular meeting held on the 17th day of June, 1968, as the same appears on record in my office.

John W. Nicoll, Secretary

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Crest Ranch Park

Lot 647-Country Club Crest Unit No. 8



Imagery ©2024 Google, Imagery ©2024 Airbus, Maxar Technologies, U.S. Geological Survey, Map data ©2024 20 ft

PURCHASE AGREEMENT AND ESCROW INSTRUCTIONS CREST CENTER SITE

By and Between

Vallejo City Unified School District

and

City of Vallejo

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EXHIBITS

- A.
- Grant Deed and Agreement
 A-1 Legal Description of the Property
 A-2 Site Map of the Property
 Transferor's Certification of Non-Foreign Status B.
- General Assignment C.

PURCHASE AGREEMENT AND ESCROW INSTRUCTIONS

CREST CENTER SITE

THIS PURCHASE AGREEMENT AND ESCROW INSTRUCTIONS CREST CENTER SITE (this "Agreement"), dated this 14th day of June, 2023 ("Effective Date") for reference purposes, is entered into by and between Vallejo City Unified School District ("Seller"), and the City of Vallejo ("Buyer"), collectively referred to hereinafter as the "Parties".

RECITALS

WHEREAS, Seller is the owner of the "Property" (as defined in Paragraph 1(a)-(c) below); and

WHEREAS, Seller has identified the Property as surplus in accordance with applicable law; and

WHEREAS Seller obtained an appraisal report ("Appraisal") in which it was determined that the fair market value of the Property on an as-is basis was One Hundred Ninety Thousand Dollars and No Cents (\$190,000.00) as of May 15, 2020; and

WHEREAS, Seller offered the Property for sale to Buyer in accordance with the provisions of Education Code section 17464(c), and Buyer notified Seller of its interest in purchasing the Property within the statutory designated period, resulting in the negotiation of the purchase of the Property in accordance with the terms of this Agreement.

- **NOW, THEREFORE**, in consideration of the above recitals and the respective agreements hereinafter set forth, Seller and Buyer hereby agree as follows:
- 1. <u>Property.</u> Seller hereby agrees to sell and convey to Buyer, and Buyer hereby agrees to purchase from Seller, subject to the terms and conditions set forth herein, the following:
- (a) that approximately 0.62 acres of improved real property located at 1220 Gateway Drive and identified by the Solano County Assessor as Parcel Number (APN) 0068-164-150, more particularly described in <u>Attachment 1</u> and depicted on <u>Attachment 2</u> to the "Deed" (as hereinafter defined) and attached hereto as Exhibit A-1 and A-2 respectively (the "Land").
- (b) all rights, privileges and easements appurtenant to the Land, including, without limitation, all available and transferable minerals, oil, gas and other hydrocarbon substances, as well as all development rights, governmental approvals, land use entitlements except for those certain deed restrictions regarding the development of the "Property" (as defined in Paragraph 1(c) below) contained in the Deed, including but not limited to the utilities commitments, air rights, water, water rights, riparian rights and water stock relating to the Land, and any rights-of-way or other appurtenances used in connection with the beneficial use and

enjoyment of the Land and all of Seller's right, title and interest in and to all roads, easements, rights of way and alleys adjoining or servicing the Land (collectively, the "Appurtenances"); and

(c) all improvements and fixtures located on the Land and Appurtenances of the former Crest Center (collectively, the "Improvements", and together with the Land and Appurtenances, the "Property").

2. Purchase Price.

- (a) The purchase price of the Property is One Hundred Ninety Thousand Dollars (\$190,000) all cash (the "Purchase Price").
- (b) The Purchase Price shall be paid through "Escrow" (as hereinafter defined) as follows:
- Within thirty (30) days following Seller's acceptance (i) Escrow. of Buyer's bid proposal to purchase the Property, escrow shall be opened with Placer Title Company (the "Escrow Holder"), located at 1300 Oliver Road, Suite 120, Fairfield, CA 94534 (the "Escrow Holder"). The Escrow number assigned to this transaction is P-565695. The Escrow officer shall be Laura Vierra, whose direct telephone number is (707) 429-1230 and email address is lvierra@placertitle.com. Escrow in connection herewith (the "Escrow") shall be deemed opened upon the date in which (a) the Parties have deposited with Escrow Holder three (3) fully executed originals of the Agreement and (b) Buyer has delivered to Escrow Holder the Deposit (as defined in Paragraph 2(b)(ii)(aa) below) (the "Open Escrow Date"). The Escrow Holder shall (a) endorse all three (3) Agreements upon receipt and return one original to Buyer and one original to Seller, and (b) confirm the Open Escrow Date by written notice to Buyer and Seller. In the event Buyer fails to deliver to Escrow Holder the Deposit (as defined in Paragraph 2(b)(ii)(aa) below) within thirty (30) days following the Effective Date, and such deficiency is not promptly remedied after notification to Buyer of the delinquency, then Buyer shall pay to Seller the sum of \$25,000 as liquidated damages and the Parties shall thereafter have no further obligations under this Agreement.

(ii) <u>Deposit and Releases</u>.

(aa) <u>Deposit</u>. Concurrent with the Open Escrow Date, Buyer shall deposit Twenty-Five Thousand Dollar (\$25,000) initial good faith deposit into Escrow (the "Deposit"), which shall be credited to Buyer towards the Purchase Price. Escrow Holder shall invest the Deposit in an interest-bearing account with interest to accrue in favor of Buyer.

(bb) <u>Bid Release</u>. If Buyer approves, waives, or is deemed to have approved the conditions set forth in Paragraph 4(a)(i) prior to the expiration of the "Physical Contingency/Due Diligence Period" (as defined in Paragraph 4(a)), Ten Thousand Dollars (\$10,000) of the Deposit shall be unconditionally forfeited and released by Escrow Holder to Seller immediately and without further authorization (the "Bid Release"), such amount shall be credited to Buyer towards the Purchase Price and the transaction shall proceed to close of escrow.

If Buyer disapproves in its sole and absolute discretion any of the conditions set forth in Paragraph 4(a)(i) prior to the expiration of the Physical Contingency/Due Diligence Period, the Deposit, less Ten Thousand Dollars (\$10,000) paid to Seller, shall be refundable to Buyer and this Agreement shall terminate due to Buyer's disapproval of a condition on the Property as specified in Paragraph 4(a).

(iii) <u>Closing Amount</u>. On or before the Closing, if this Agreement has not been earlier terminated, Buyer shall deposit into Escrow cash or other immediately available funds in the amount of the balance of the Purchase Price less the Deposit, and adjusted for the prorations and any other adjustments, if any, provided elsewhere in this Agreement (the "Closing Amount").

3. <u>Title to the Property</u>.

(a) At the Closing, Seller shall convey to Buyer fee simple title to the Property, by duly executed and acknowledged Grant Deed and Agreement substantially in the form attached hereto as Exhibit "A" (the "Deed"). One of the conditions to Buyer's obligations to Closing under this Agreement shall be the issuance by Placer Title Company located at 30 West Main Street, Suite A in the City of Woodland, CA 95695 (the "Title Company") to Buyer of an ALTA extended coverage Owner's Policy of Title Insurance (Form B, rev. 10/17/70 with Endorsement Form I coverage) in the amount of the Purchase Price, insuring fee simple title to the Property in Buyer, subject only to such exceptions as Buyer shall have approved pursuant to Paragraph 4(a)(iii) below (the "Approved Title Exceptions") and without boundary, encroachment or survey exceptions (the "Title Policy"). The Title Policy shall contain, to the extent required by Buyer, such special endorsements as Buyer may reasonably require, including, without limitation, any endorsements required as a condition to Buyer's approval of any title exceptions pursuant to Paragraph 4(a)(iii) below (the "Endorsements").

4. Due Diligence.

shall refer to a period to expire at 5:00 p.m. on the date six (6) months following the Open Escrow Date (as defined above). Buyer shall have one (1) thirty (30) day extension if needed for Physical Contingency/Due Diligence Period. Seller shall, concurrent with the Open Escrow Date, make available to Buyer all documents and reports relating to the Property provided for in Paragraph 5 below. In the event any of the conditions set forth in this Paragraph 4(a) have not been fully satisfied within the time set forth herein, Buyer shall have the right to terminate this Agreement. Seller shall make Property available to Buyer for physical inspection, including access to all rooms for inspectors, contractors, employees, and appraisers. Should Buyer fail to timely disapprove or waive in writing any of the Buyer conditions set forth in this Paragraph 4(a), Buyer shall be deemed to have approved said condition(s) and said condition(s) shall be deemed satisfied. The following are conditions to Buyer's obligation to purchase the Property, and Buyer shall have the option to not purchase the Property in its sole and absolute discretion until all such conditions have been satisfied or waived by Buyer:

- (i) <u>Condition of the Property</u>. The condition of the Property, the boundaries and dimensions of the Land and Improvements, existing entitlements and permits relating to the Property, the soils and environmental condition of the Property, including, without limitation, the soils conditions and the presence of lead-based paint, asbestos or other hazardous materials on or about the Property, compliance of the Property with applicable laws, and all other aspects relating to the physical and economic condition of the Property, the suitability of the Property for Buyer's intended use, all matters disclosed by Seller during the optional pre-bid conference, and any and all other matters relating to the Property deemed relevant by Buyer, including without limitation, any investigations, testing, studies and reports Buyer deems appropriate in connection with the Property;
- (ii) <u>Books and records</u>. The documents, reports, and other items described in Paragraph 5 below.
- Condition of Title. The approval in Buyer's sole and absolute (iii) discretion or waiver of the right to approve of the condition of title to the Property, as set forth in the ALTA Commitment For Title Insurance issued by Placer Title Company (collectively the "Commitment For Title Insurance"). The Commitment Number CTG-8003104 has been assigned to this transaction and Laura Vierra shall be the Title officer, whose telephone number is (707) 429-1230 and email address is lyierra@placertitle.com. Buyer may advise Seller of any objectionable condition disclosed by the Commitment For Title Insurance no later than five (5) business days after the Open Escrow Date ("Buyer's Notice"), provided, however, Buyer shall have until the expiration of the Due Diligence Period to approve any matters shown on a survey of the Property, if any, and Seller shall have ten (10) business days after receipt of Buyer's Notice to give Buyer: (i) evidence satisfactory to Buyer of the removal of such objectionable condition or that such objectionable condition will be removed or Buyer's conditions to its acceptance satisfied on or before the Closing; or (ii) notice that Seller elects not to cause such objectionable condition to be removed or conditions to acceptance satisfied, provided that the failure of Seller to give notice shall constitute Seller's election under (ii), above. Seller agrees to provide Buyer with all knowledge and documentation of any easements on said site and will cooperate with Buyer (at no cost to Seller) if buyer chooses to remove easements and other title exceptions. If Buyer elects to terminate this Agreement pursuant to this Paragraph 4(a)(iii) prior to the end of the Due Diligence Period, the provisions of Paragraph 4(b) below shall apply. If Buyer does not terminate this Agreement prior to the end of the Due Diligence Period, then all exceptions and conditions in the Commitment For Title Insurance, except those that Seller has removed or agreed to remove, shall be deemed to be Approved Title Exceptions. Buyer's failure to provide Buyer's Notice to Seller within the time specified above shall be deemed Buyer's approval of the Commitment For Title Insurance. If any supplemental title report is issued, then Buyer shall have five (5) days to review and either approve or disapprove any new exceptions contained therein in the same manner provided above for the original Commitment For Title Insurance.
- (iv) Other Due Diligence Review. Buyer may inspect and review any and all other aspects of the Property that Buyer deems appropriate in its sole and absolute discretion.

- (b) Subject to the deadlines established pursuant to Paragraph 4(a)(iii), Buyer may elect, by written notice to Seller at any time prior to the expiration of the Due Diligence to terminate this Agreement in the sole and absolute discretion of Buyer. Buyer shall not have the right to terminate this Agreement after the expiration of the Due Diligence Period, unless any of the "Buyer Conditions Precedent" (as defined in Paragraph 6(a)) have not been satisfied. Notwithstanding Paragraph 22(j) of this Agreement, in the event Buyer shall fail to deliver timely written notice of its intent to terminate this Agreement, consistent with this Paragraph 4(b), Buyer shall be deemed to have waived its right to terminate the Agreement.
- (c) In the event of the termination of this Agreement pursuant to this Paragraph 4, the Deposit less the Bid Release, as applicable pursuant to Paragraphs 2(b)(i) and 2(b)(ii), shall be returned to Buyer without further instructions and neither party shall have any further obligations to the other hereunder (except under provisions of this Agreement which specifically state that they survive termination).
- 5. <u>Seller's Documents and Reports</u>. Seller shall make reasonably available for review and/or copying, all documents and reports in possession of Seller related to the Property. In addition, Seller shall make reasonably available to Buyer such other non-privileged information reasonably relating to the Property that is specifically requested by Buyer of Seller in writing or email, during the Due Diligence Period to the extent such information either is in the possession or control of Seller or may be obtained by Seller through the exercise of commercially reasonable efforts.

6. <u>Conditions Precedent to Closing.</u>

- (a) <u>Buyer's Conditions</u>. The following are conditions precedent to Buyer's obligations under this Agreement (the "Buyer Conditions Precedent"). The Buyer Conditions Precedent are intended solely for the benefit of Buyer and may be waived only by Buyer in writing. In the event any Buyer Condition Precedent is not satisfied, Buyer may, in its sole and absolute discretion, terminate this Agreement, and, subject to the provisions of Paragraph 7, all obligations of Buyer and Seller hereunder (except provisions of this Agreement which recite that they survive termination) shall terminate and be of no further force or effect.
- (i) Buyer's inspection, review and approval in Buyer's sole and absolute discretion, at Buyer's expense and within the Due Diligence Period, of all aspects of the Property.
- (ii) The commitment of Title Company to issue to Buyer upon Closing the Title Policy subject only to the Approved Title Exceptions and including the Endorsements.
- (iii) All material representations and warranties of Seller contained in or made pursuant to this Agreement shall have been true and correct when made and shall be true and correct as of the Closing Date.
- (iv) Seller shall have fully complied with all of Seller's duties and obligations contained in this Agreement.

- (v) As of the Closing Date, there shall be no litigation or administrative agency or other governmental proceeding pending or threatened, which after Closing would, in Buyer's reasonable discretion, materially adversely affect the value of the Property or the ability of Buyer to develop the Property in the manner contemplated by Buyer, and no proceedings shall be pending or threatened which would cause the redesignation or other modification of the zoning classification of, or of any building or environmental code requirements applicable to, any of the Property.
- (vi) There is no law, statute or ordinance adopted by any governmental entity or pending before such entity which imposes any moratorium on the construction of a commercial development or for sale housing on the Property, as applicable.
- (vii) In Buyer's reasonable determination, there shall have been no material adverse change in or addition to the information or items reviewed and approved by Buyer during the Due Diligence Period.
- (b) <u>Seller's Conditions</u>. The following are conditions precedent to Seller's obligations under this Agreement (the "Seller Conditions Precedent"). The Seller Conditions Precedent are intended solely for the benefit of Seller and may be waived only by Seller in writing. In the event any Seller Condition Precedent is not satisfied, Seller may, in its sole and absolute discretion, terminate this Agreement, and, subject to the provisions of Paragraph 7, all obligations of Buyer and Seller hereunder (except provisions of this Agreement which recite that they survive termination) shall terminate and be of no further force or effect.
- (i) All material representations and warranties of Buyer contained in or made pursuant to this Agreement shall have been true and correct when made and shall be true and correct as of the Closing Date.
- (ii) Buyer shall have fully complied with all of Buyer's duties and obligations contained in this Agreement.
- IN THE EVENT THE SALE OF THE PROPERTY IS NOT 7. Remedies. CONSUMMATED BECAUSE OF THE FAILURE OF ANY CONDITION OR ANY OTHER REASON EXCEPT A DEFAULT UNDER THIS AGREEMENT SOLELY ON THE PART OF BUYER, THE DEPOSIT, LESS THE BID RELEASE WHICH SHALL BE RETAINED BY SELLER IN ACCORDANCE WITH PARAGRAPHS 2(b)(ii)(aa) and 2(b)(ii)(bb), SHALL IMMEDIATELY BE RETURNED TO BUYER WITHOUT FURTHER INSTRUCTIONS. IF SAID SALE IS NOT CONSUMMATED SOLELY BECAUSE OF A MATERIAL DEFAULT UNDER THIS AGREEMENT ON THE PART OF BUYER, THE DEPOSIT, LESS BID RELEASE AND ADDITIONAL RELEASE ALREADY RETAINED BY SELLER, SHALL BE PAID TO AND RETAINED BY SELLER AS LIQUIDATED DAMAGES. THE PARTIES HAVE AGREED THAT SELLER'S ACTUAL DAMAGES, IN THE EVENT OF A MATERIAL DEFAULT BY BUYER, WOULD BE EXTREMELY DIFFICULT OR IMPRACTICABLE TO DETERMINE. THEREFORE, BY PLACING THEIR INITIALS BELOW, THE PARTIES ACKNOWLEDGE THAT THE DEPOSIT HAS BEEN AGREED UPON, AFTER NEGOTIATION, AS THE PARTIES' REASONABLE ESTIMATE OF

SELLER'S DAMAGES AND AS SELLER'S SOLE AND EXCLUSIVE REMEDY AGAINST BUYER, AT LAW OR IN EQUITY, IN THE EVENT OF A DEFAULT UNDER THIS AGREEMENT ON THE PART OF BUYER.

INITIALS: Seller $\frac{(y)}{(y)}$ Buyer

8. <u>Escrow; Closing</u>.

- (a) <u>Escrow Instructions</u>. Upon mutual execution of this Agreement, the parties shall deposit three (3) fully executed original Agreements with Escrow Holder as required by Paragraph 2(b)(i) and this Agreement shall serve as instructions to Escrow Holder for consummation of the purchase and sale contemplated hereby. Seller and Buyer shall execute such supplemental Escrow instructions as may be appropriate to enable Escrow Holder to comply with the terms of this Agreement, provided such supplemental Escrow instructions are not in conflict with this Agreement as it may be amended in writing from time to time. In the event of any conflict between the provisions of this Agreement and any supplementary Escrow instructions signed by Buyer and Seller, the terms of this Agreement shall control.
- (b) <u>Closing</u>. The recordation of the Deed and the delivery of the other documents and funds contemplated hereby (the "Close" or "Closing") shall take place on a date mutually reasonably agreed upon by the parties within thirty (30) days following the expiration of the Due Diligence Period. The date on which the Closing occurs is herein referred to as the "Closing Date".
- (c) <u>Seller Deliveries</u>. At or before the Closing, Seller shall deliver to Escrow Holder or Buyer the following:
 - (i) a duly executed and acknowledged Deed;
- (ii) A General Assignment in the form set forth on Exhibit "C" attached hereto ("General Assignment");
- (iii) a duly executed affidavit that Seller is not a "foreign person" within the meaning of Section 1445(e)(3) of the Internal Revenue Code of 1986 in the form attached hereto as Exhibit "B" together with such other a duly executed documents as may be required to indicate that no withholding is required;
- (iv) a closing statement form prepared by Escrow Holder with content satisfactory to Buyer and Seller (the "Closing Statement") duly executed by Seller;
- (v) any other documents or agreements required by the Title Company to issue the Title Policy in the form required by this Agreement; and
- (vi) any other instruments, records or correspondence called for hereunder to be delivered by Seller that have not previously been delivered.

Buyer may waive compliance on Seller's part under any of the aforementioned items only by an instrument in writing.

- (d) <u>Buyer Deliveries</u>. At or before the Closing, Buyer shall deliver to Escrow Holder or Seller the following:
 - (i) the Deed, duly executed and acknowledged by Buyer;
 - (ii) the General Assignment, duly executed by Buyer;
 - (iii) the Closing Statement, duly executed by Buyer;
 - (iv) the Closing Amount; and
- (v) any other instruments, records or correspondence called for hereunder to be delivered by Buyer that have not previously been delivered.

Seller may waive compliance on Buyer's part under any of the aforementioned items only by an instrument in writing.

- (e) <u>Additional Documents</u>. Seller and Buyer shall each deposit such other instruments as are reasonably required by Escrow Holder or the Title Company or otherwise required to close the Escrow and consummate the purchase of the Property in accordance with the terms hereof.
- (f) <u>Duties of Escrow Holder</u>. The duties of Escrow Holder shall be as follows:
- (i) retain and safely keep all funds, documents and instruments deposited with it pursuant to this Agreement;
- (ii) upon the Closing, deliver to the parties entitled thereto all funds, documents and instruments to be delivered through Escrow pursuant to this Agreement;
- (iii) upon the Closing, cause the recordation of the Deed in the Office of the County Recorder of the County of Solano. Escrow Holder is instructed to request that the amount of the documentary transfer tax due be shown on a separate paper and affixed to the Deed by the County Recorder after the permanent record thereof is made;
- (iv) comply with the terms of this Agreement which specifically apply to Escrow Holder and comply with the terms of any additional instructions jointly executed by Buyer and Seller;
- (v) handle the Deposit and all other funds deposited with Escrow Agent according to the terms of this Agreement;

- (vi) upon the Closing, cause the Title Company to issue the Title Policy to Buyer; and
- (vii) prior to the Closing, prepare and provide to Buyer and Seller the Closing Statement.
- (g) <u>Prorations</u>. Although both Parties are public entities and thus exempt from all general and special real property taxes, any other applicable property taxes levied on the Property shall be pro-rated to the Close of Escrow on the basis of a thirty (30) day month and a three hundred sixty (360) day year.
- (h) <u>Closing Costs</u>. Seller shall pay for the Commitment For Title Insurance, the premium for an ALTA extended coverage owner's policy in accordance with Paragraph 3(a) above for the Title Policy, any transfer taxes applicable to the sale and recording fees for recording of the Deed. Buyer shall pay any additional premium necessary to obtain the Title Policy, the cost of any Endorsements, the cost of any survey of the Property, the chain of title search, any sales taxes, and the cost of Buyer's inspection of the Property. Any escrow fees shall be borne equally by Seller and Buyer. All other costs and charges of the Escrow not otherwise provided for in this Agreement shall be allocated in accordance with the closing customs for Solano County. Buyer and Seller shall each be responsible for their respective legal fees to negotiate and execute this Agreement.
- (i) Reporting Requirements. The Escrow Holder shall comply with all applicable federal, state and local reporting and withholding requirements relating to the close of the transactions contemplated herein. Without limiting the generality of the foregoing, to the extent the transactions contemplated by this Agreement involve a real estate transaction within the purview of Section 6045 of the Internal Revenue Code of 1986, as amended (the "Internal Revenue Code"), Escrow Holder shall have sole responsibility to comply with the requirements of Section 6045 of the Internal Revenue Code (and any similar requirements imposed by state or local law). For purposes hereof, Seller's tax identification number is 94-2971761. Escrow Holder shall hold Buyer, Seller and their counsel free and harmless from and against any and all liability, claims, demands, damages, and costs, including reasonable attorney's fees and other litigation expenses, arising, or resulting from the failure or refusal of Escrow Holder to comply with such reporting requirements.
- 9. <u>Representations and Warranties of Seller</u>. Seller hereby represents and warrants to Buyer as follows:
- (a) <u>Authority</u>. This Agreement and all documents executed by Seller pursuant to this Agreement are or duly authorized, executed and delivered by Seller, and are or will be legal, valid and binding obligations of Seller, and do not and will not violate any provisions of any agreement, law, statute, ordinance, or judicial order to which Seller or the Property is subject. There is no consent of any third party which is required to enable the Parties to execute, deliver and perform its obligations under this Agreement. The Parties have satisfied the requirements of all applicable laws, statutes and ordinances necessary to complete this

transaction. The Parties shall provide a resolution or other appropriate documentation evidencing its authority to sell/purchase the Property, as appropriate, pursuant to this Agreement.

- (b) <u>Pending or Threatened Actions</u>. There are not pending or, to Seller's knowledge, contemplated actions, suits, arbitrations, claims, hearings, or proceedings, at law or in equity, affecting all or any portion of the Property or in which Buyer is or will be a party by reason of Buyer's ownership of the Property.
- (c) <u>Governmental Actions</u>. Seller has received no notice of any condemnation, zoning change, or other proceeding or action by any governmental authority which would in any way affect the Property, and to Seller's knowledge, no such action or proceeding is threatened or contemplated.
- (d) <u>Compliance with Laws</u>. Other than as described in Paragraph 12 below, to Seller's knowledge, the Property is in full compliance with all laws, ordinances, rules, regulations, orders, requirements, covenants, conditions, restrictions, and other matters of record concerning the Property.
- (e) <u>Hazardous Substances</u>. To Seller's knowledge, the Property is not in violation of any law regulating hazardous substances.
- (f) <u>Contracts</u>. There are no contracts, commitments, or agreements between Seller and any other party, whether written or oral, relating to the maintenance or operation of the Property or to the performance of services concerning the Property under which Buyer would be obligated or liable from or after the Closing.

As used in this Paragraph 9, the phrase "to Seller's knowledge" means information actually known or contained in documents within the control of the District's Superintendent.

- 10. Representations and Warranties of Buyer. Buyer hereby represents and warrants to Seller as follows: This Agreement and all documents executed by Buyer pursuant to this Agreement are or will be duly authorized, executed and delivered by Buyer, and are or will be legal, valid and binding obligations of Buyer, and do not and will not violate any provisions of any agreement or judicial order to which Buyer is subject.
- 11. <u>Continuation and Survival</u>. All representations, warranties and covenants by the respective parties contained herein or made in writing pursuant to this Agreement are intended to and shall be deemed made as of the date of this Agreement or such writing and again at the Closing, shall be deemed to be material, and unless expressly provided to the contrary shall survive the execution and delivery of this Agreement, the Deed and the Closing.
- 12. <u>Condition of Property; Delivery of Property at Close of Escrow</u>. Except for the representations and warranties in this Agreement or otherwise delivered to Buyer by Seller in writing, Buyer has not relied and will not rely on any implied warranties, guarantees, representations, statements, or information about the Property whether made by Seller or its representatives.

13. <u>Indemnity</u>.

- (a) Seller shall hold harmless, indemnify and defend Buyer, its successors and assigns and their respective agents, employees, officers, directors and partners, and the Property from and against any and all liabilities, claims, demands, damages and costs (including, without limitation, attorneys' fees and expenses), whether direct, contingent or consequential ("Liabilities") in any way (i) related to the Property and arising or occurring prior to the Closing; (ii) related to or arising from any act, conduct, omission, contract or commitment of Seller; or (iii) resulting from any breach of representation or warranty by Seller or resulting from any breach or default by Seller under this Agreement.
- (b) Except for Liabilities arising directly or indirectly from a breach of any of Seller's representations or warranties, or which shall have arisen out of any aspect of the Property, its management or operations with respect to the period prior to Closing, Buyer shall hold harmless, indemnify and defend Seller, its successors and assigns and their respective agents, employees, officers and partners, from and against any and all Liabilities in any way (i) related to the Property and arising or occurring after the Closing and during such time as Buyer owns or has any interest in the Property; (ii) related to any test, inspection or review of the Property conducted by or on behalf of Buyer as provided in Paragraph 15, (iii) related to or arising from any act, conduct, omission, contract or commitment of Buyer; or (iv) resulting from any breach of representation or warranty by Buyer or resulting from any breach or default by Buyer under this Agreement.

14. Casualty or Condemnation.

- (a) In the event a governmental entity (other than Seller) commences eminent domain proceedings to take any material (in Buyer's reasonable discretion) portion of the Property after the date hereof and prior to the Closing Date, then Buyer shall have the option to terminate this Agreement by written notice to Seller within ten (10) days after Buyer first learns of such commencement. In the event of any such termination, the Deposit shall be returned to Buyer, Buyer and Seller shall each be liable for one-half of any escrow fees or charges, and neither party shall have any further liability or obligation under this Agreement.
- (b) In the event a governmental entity commences eminent domain proceedings to take any part of the Property after the date hereof and prior to the Closing Date and this Agreement is not terminated pursuant to (a) above as a result thereof, then, at Buyer's election by written notice to Seller within fifteen (15) days after Buyer first learns of such commencement, Buyer may elect either of the following: (i) for Seller to, at Seller's sole cost and expense, repair and/or restore the Property to as near as reasonably possible its condition as existed prior to such condemnation, in which case all awards arising out of such condemnation shall be retained by Seller and the Closing Date shall be extended by a reasonable time, not to exceed thirty (30) days, to allow Seller to complete such repair and/or restoration; or (ii) the Closing Date shall occur as scheduled notwithstanding such proceeding; provided, however, that Seller's interest in all awards arising out of such proceedings shall be assigned to Buyer as of the Closing Date or credited to Buyer if previously received by Seller.

- 15. <u>Possession</u>. Possession of the Property shall be delivered by Seller to Buyer on the Closing Date, provided, however, that prior to the Closing Date Seller shall afford authorized representatives of Buyer access to the Property for purposes of conducting such tests, inspections and reviews as Buyer deems necessary or appropriate, including without limitation environmental and subsurface soil investigations. If Buyer desires to undertake any investigation or testing of the Property, Buyer or Buyer's consultant shall maintain a minimum of One Million Dollars (\$1,000,000.00) of commercial general liability insurance. Such insurance shall name Seller as an additional insured and Buyer or Buyer's consultant shall provide Seller with proof of such insurance coverage prior to conducting any such tests, inspections or reviews of the Property. Buyer hereby agrees to indemnify, defend and hold Seller harmless from any damage or injury to persons or property caused by Buyer or its authorized representatives during their entry and investigations prior to Closing.
- 16. <u>No New Contracts; Termination of Existing Contracts</u>. During the term of this Agreement, Seller shall not enter any lease, service agreement or other contract affecting the Property which will not terminate prior to the Closing of Escrow. Seller shall terminate prior to the Closing, at no cost or expense to Buyer, any and all service agreements and other contracts affecting the Property.
- 17. <u>Insurance</u>. Through the Closing Date, Seller shall either self-insure or maintain or cause to be maintained, at Seller's sole cost and expense, and each in the amount and form maintained by Seller prior to the date of this Agreement, a policy or policies of commercial general liability insurance.
- 18. <u>Cooperation with Buyer</u>. Seller shall cooperate with and do all acts as may be reasonably required or requested by Buyer, at no cost to Seller, with regard to the fulfillment of any Buyer Condition Precedent. Seller hereby authorizes Buyer and its agents to make all inquiries with any third party, including any governmental authority, as Buyer deems necessary or appropriate.
- 19. <u>Brokers and Finders</u>. Brokers shall be paid by their respective parties and not out of escrow/purchase price. The party through whom any other broker or finder makes a claim shall hold harmless, indemnify and defend the other party hereto, its successors and assigns, agents, employees, officers and directors, and the Property from and against any and all obligations, liabilities, claims, demands, liens, encumbrances and losses (including, without limitation, attorneys' fees), whether direct, contingent, or consequential, arising out of, based on, or incurred as a result of such claim. The provisions of this Paragraph shall survive the termination of this Agreement.

20. Default and Termination.

(a) <u>Default</u>. The occurrence of the following, after the giving of the notice required by Paragraph 20(c), shall constitute a material default ("Default") under this Agreement by the non-performing Party: the failure to observe and perform each and every condition, restriction, covenant, or obligation in this Agreement applicable to the non-performing

Party or the breach of any representation by that Party, except as expressly excused as provided in Paragraph 22(n).

- (b) Right to Cure Default. The Party whose acts or omissions to act give rise to a Default as defined in Paragraph 20(a) shall be entitled to cure, correct, or remedy such Default, if (i) such defaulting party commences curing said Default within ten (10) days of receipt of the "Notice of Default", as defined in Paragraph 20(c), and (ii) such defaulting Party thereafter diligently and continuously pursues the curing of the Default, and (iii) such defaulting Party fully completes such cure, correction or remedy within thirty (30) days of receipt of said Notice of Default. If the Default is not cured within the applicable period provided above, the non-breaching Party shall have the option, at its sole election, to extend the cure period as may be reasonably necessary to cure the Default or to terminate this Agreement by giving written notice of such election to the breaching Party. In the event the non-breaching Party determines to terminate this Agreement due to an uncured Default, the non-breaching Party's remedy shall be as provided in Paragraph 7.
- (c) <u>Notice of Default</u>. The non-breaching Party shall give written notice of default ("Notice of Default") to the non-performing Party in the manner provided for in Paragraph 22(a), specifying the breach of this Agreement complained of by the non-breaching Party. Failure or delay in giving such notice shall not constitute a waiver of any breach of this Agreement.
- 21. <u>Marketing</u>. Seller agrees not to market or show the Property to, or solicit offers from, any other prospective purchasers during the term of this Agreement.

22. Miscellaneous.

(a) <u>Notices</u>. Any notice, consent or approval required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given upon (i) delivery by hand, (ii) one business day after being deposited with Federal Express or another reliable overnight courier service for next day delivery, or (iii) if given by facsimile followed the same day with Federal Express or another reliable overnight courier service for next day delivery, when sent, or (iv) the date of receipt or refusal of delivery if deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, and addressed as follows:

If to Seller: Vallejo City Unified School District

665 Walnut Ave. Vallejo, CA 94592 (707) 556-8921

Attn: William Spalding

Superintendent

With copy to: Parker & Covert LLP

2520 Venture Oaks Way, Suite 190

Sacramento, CA 95833-4228

Attn: Addison Covert

(916) 245-8677

acovert@parkercovert.com

<u>If to Buyer:</u> City of Vallejo

555 Santa Clara Street Vallejo, CA 94590 (707) 648-4576

Attn: Michael Malone

City Manager

Attn: Gillian Hayes Assistant City Manager

With a copy to: City of Vallejo

555 Santa Clara Street Vallejo, CA 94590 (707) 648-4545

Attn: Veronica A. F. Nebb

City Attorney

If to Escrow: Placer Title Company

1300 Oliver Rd # 120 Fairfield, CA 94534 Attn: Laura Vierra (707) 429-2211

lvierra@placertitle.com

or such other address as either party may from time to time specify in writing to the other.

- (b) <u>Successors, Assigns and Nominees</u>. Buyer shall not have the right to assign this Agreement without the consent or approval of Seller. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, heirs, administrators and assigns.
- (c) <u>Amendments</u>. Except as otherwise provided herein, this Agreement may be amended or modified only by a written instrument executed by Seller and Buyer.
- (d) <u>Governing Law</u>. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- (e) <u>Merger of Prior Agreements</u>. This Agreement and the exhibits hereto constitute the entire agreement between the parties and supersedes all prior agreements and understandings between the parties relating to the subject matter hereof, including without

limitation any letter of intent which shall be of no further force or effect upon execution of this Agreement by Buyer and Seller.

- (f) <u>Day or Days</u>. Whenever reference is made to "day" or "days" in this Agreement, all such references shall refer to calendar days unless otherwise specifically stated.
- (g) <u>Timing</u>. For purposes of this Agreement "business day" shall mean any day other than a Saturday, Sunday, California or national holiday, or other day on which commercial bankers in California are generally not open for business. Unless otherwise specified, in computing any period of time described in this Agreement, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is not a business day, in which event the period shall run to and include the next day which is a business day.
- (h) <u>Severability</u>. If any provision of this Agreement, or the application thereof to any person, place, or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such provisions as applied to other persons, places and circumstances shall remain in full force and effect.
- (i) <u>Counterparts.</u> This Agreement, and any document executed in connection with this Agreement, may be executed in any number of counterparts each of which shall be deemed an original and all of which shall constitute one and the same agreement with the same effect as if all parties had signed the same signature page. It shall not be necessary that the signatures of, or on behalf of, each party, or that the signatures of all persons required to bind any party, appear on a single counterpart, but it shall be sufficient that the signature of, or on behalf of, each party, appear on one or more of the counterparts. Any signature page of this Agreement, and any document executed in connection with this Agreement, may be detached from any counterpart of this Agreement or such other document and reattached to any other counterpart of this Agreement or such other document identical in form hereto or thereto but having attached to it one or more additional signature pages. This Agreement, and any document executed in connection with this Agreement (except for the Deed or any other document to be recorded), shall be deemed executed and delivered upon each party's delivery of executed signature pages of this Agreement or such other document, which signature pages may be delivered by facsimile with the same effect as delivery of the originals.
- (j) No Waiver. Except as specifically provided for in this Agreement, no delay or failure on the part of any party hereto in exercising any right, power or privilege under this Agreement or under any other instrument or document given in connection with or pursuant to this Agreement shall impair any such right, power or privilege or be construed as a waiver of any default or any acquiescence therein. No single or partial exercise of any such right, power or privilege shall preclude the further exercise of such right, power or privilege. No waiver shall be valid against any party hereto unless made in writing and signed by the party against whom enforcement of such waiver is sought and then only to the extent expressly specified herein.
- (k) <u>Legal Representation</u>. Each party has been represented by legal counsel in connection with the negotiation of the transactions herein contemplated and the drafting and

negotiation of this Agreement. Each party and its counsel have had an opportunity to review and suggest revisions to the language of this Agreement. Accordingly, no provision of this Agreement shall be construed for or against or interpreted to the benefit or disadvantage of any party by reason of any party having or being deemed to have structured or drafted such provision.

- (l) <u>Exhibits</u>. All exhibits attached hereto are incorporated herein as though fully set forth herein.
- (m) <u>Signer's Warranty</u>. Each individual executing this Agreement on behalf of an entity hereby represents and warrants to the other party or parties to this Agreement that (i) such individual has been duly and validly authorized to execute and deliver this Agreement and any and all other documents contemplated by this Agreement on behalf of such entity; and (ii) this Agreement and all documents executed by such individual on behalf of such entity pursuant to this Agreement are and will be duly authorized, executed and delivered by such entity and are and will be legal, valid and binding obligations of such entity.
- Enforced Delay; Extension of Times for Performance. In the event that either of the Parties are prevented from proceeding with any of their obligations under this Agreement by reason of events beyond that Party's control, such as supernatural causes, strikes, lockouts, earthquake, war, insurrection, riots, floods, acts of God, acts of the public enemy, epidemics, quarantine restrictions, freight embargoes, unusually severe weather, delays or inaction of independent contractors, litigation brought against the Property or a Party without the Party's consent, including a challenge, remediation of hazardous materials located upon the Property, or similar events which are beyond that Party's control, then that Party shall be entitled to an additional grace period or extension of time in which to perform the obligations whose performance is precluded by such event, equal to the period of delay caused by such event beyond that Party's control, which period shall commence to run from the time of the commencement of the cause for delay and shall terminate upon termination of that cause. A Party wishing to invoke this subparagraph shall notify in writing the other Party to this Agreement of that intention within thirty (30) days of commencement of any such cause for delay and shall, at that time, specify the reasons therefor, the provisions of this Agreement that will be delayed as a result, and the period of such extension, if known, or, if not known, the Party's best estimate thereof. The failure to so notify the other Party within that period as to the cause for delay shall result in the grace period commencing to run from the date of notice rather than from the commencement of the cause for delay.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

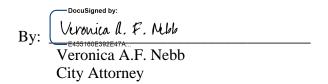
BUYER:		SELLER:
CITY OF VALLEJO		VALLEJO CITY UNIFIED SCHOOL DISTRICT
By:	Docusigned by: Michael Malone	By: William Spalding
— J · -	Michael Malone City Manager	William Spalding Superintendent

Placer Title Company agrees to act as Escrow Holder in accordance with the terms of this Agreement.

PLACER TITLE COMPANY



Approved as to form:



ATTEST:

(City Seal)

By: Dawn G. Ubraliamson
Dawn Abrahamson
City Clerk

EXHIBIT "A"

WHEN RECORDED MAIL TO:	AND	
Attention:		
MAIL TAX STATEMENT TO: SAME AS ABOVE		
	(Space above Line for Recorder's Use Only)	

GRANT DEED AND AGREEMENT

THIS GRANT DEED AND AGREEMENT ("Agreement") is made and entered into as of the _____ day of _____ 2023, by and between VALLEJO CITY UNIFIED SCHOOL DISTRICT ("Grantor"), and CITY OF VALLEJO ("Grantee").

In consideration of the mutual promises contained in this Agreement, the parties hereto agree as follows:

- 1. <u>Grant</u>. For a valuable consideration, receipt of which is hereby acknowledged, Grantor hereby grants to Grantee that certain real property situated in the City of Vallejo, County of Solano, State of California, described on <u>Exhibit A-1</u> and depicted on <u>Exhibit A-2</u> attached hereto and by this reference incorporated herein (the "Property"), subject to the covenants, conditions and restrictions of this Agreement.
- 2. <u>Payment of School Facility Fees.</u> As a condition to the issuance of residential building permits, Grantee understands and agrees that its proposed development of the Property shall be subject to the payment of the greater of (a) the then current school facility fees adopted by the Board of Trustees of Grantor, pursuant to Education Code section 17621, or (b) the statutory rates for residential and/or commercial construction, as applicable, then in effect, pursuant to Government Code section 65995(b). This covenant shall be binding upon and enforceable against any successor, assign or nominee of Grantee.
- 3. <u>Enforcement</u>. Grantor and its successors and assigns shall be the only party to have the right to enforce (by proceedings at law or in equity) the restrictions, conditions and covenants imposed by the provisions of this Agreement, including the right to prevent the violation of any such restrictions, conditions and covenants and the right to recover damages for such violation.

- 4. <u>Successors and Assigns</u>. This Agreement shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto.
- 5. <u>Time of Essence</u>. Time is of the essence of each term, condition, obligation and provision hereof.
- 6. <u>Provisions Severable</u>. In the event any portion of this Agreement shall be declared by any court of competent jurisdiction to be invalid, illegal or unenforceable, such portion shall be deemed severed from this Agreement, and the remaining parts hereof shall remain in full force and effect, as fully as though such invalid, illegal, or unenforceable portion had never been part of this Agreement.
- 7. <u>Counterparts</u>. This Deed may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Vallejo City Unified School District		
Ву:		
Its: Superintendent		
"Grantor"		
City of Vallejo		
Ву:		
Its: City Manager		
Ву:		
Its:		
"Grantee"		

STATE OF CALIFORNIA)
) ss. COUNTY OF SOLANO)
On, 2023, before me, the undersigned, a Notary Public in and for said County and State, personally appeared personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the came in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), on the entity upon behalf of which the person(s) acted, executed the within instrument. WITNESS my hand and official seal.
Notary Public
STATE OF CALIFORNIA)) ss. COUNTY OF SOLANO)
On, 2023, before me, the undersigned, a Notary Public in and for said County and State, personally appeared personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the came in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the within instrument.
WITNESS my hand and official seal.
Notary Public

STATE OF CALIFORNIA)	
COUNTY OF SOLANO) ss.)
County and State, personally to me on the basis of satisfact the within instrument and ac- authorized capacity(ies), and	
WITNESS my hand a	and official seal.
Notary Public	

EXHIBIT A-1

LEGAL DESCRIPTION OF THE PROPERTY

The land described herein is situated in the City of Vallejo, County of Solano, State of California, is described as follows:

Lot 647, as shown on the map entitled: "Country Club Crest Unit No. 8", filed in the office of the Recorder of Solano County, California, September 15, 1959, in Book 18 of Maps at Page 90.

APN: 0068-164-150

EXHIBIT A-2 SITE MAP OF PROPERTY

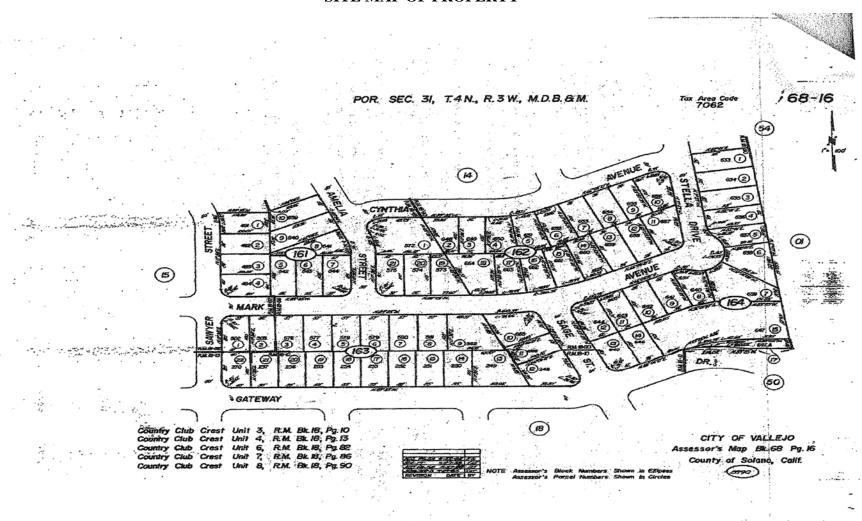


EXHIBIT "B"

TRANSFEROR'S CERTIFICATION OF NON-FOREIGN STATUS

To inform City of Vallejo ("Transferee"), that withholding of tax under Section 1445 of the Internal Revenue Code of 1986, as amended ("Code"), will not be required upon the transfer of certain real property to the Transferee by Vallejo City Unified School District("Transferor"), the undersigned hereby certifies the following on behalf of the Transferor:

- 1. The Transferor is not a foreign corporation, foreign partnership, foreign trust, foreign estate or foreign person (as those terms are defined in the Code and the Income Tax Regulations promulgated thereunder);
- 2. The Transferor's U.S. employer or tax (social security) identification number is 95-6001643.

The Transferor understands that this Certification may be disclosed to the Internal Revenue Service by the Transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

The Transferor understands that the Transferee is relying on this Certification in determining whether withholding is required upon said transfer.

The Transferor hereby agrees to indemnify, defend and hold the Transferee harmless from and against any and all obligations, liabilities, claims, losses, actions, causes of action, rights, demands, damages, costs and expenses of every kind, nature or character whatsoever (including, without limitation, reasonable attorneys' fees and court costs) incurred by the Transferee as a result of: (i) the Transferor's failure to pay U.S. Federal income tax which the Transferor is required to pay under applicable U.S. law; or (ii) any false or misleading statement contained herein.

Under penalty of perjury, I declare that I have examined this Certification and to the best of my knowledge and belief it is true and correct and complete, and I further declare that I have authority to sign this document on behalf of the Transferor.

Date:	
	TRANSFEROR: Vallejo City Unified School District
	By:
	Superintendent

EXHIBIT "C"

GENERAL ASSIGNMENT GENERAL ASSIGNMENT OF CONTRACTS, AGREEMENTS, PLANS, PERMITS, LICENSES, AND APPROVALS

THIS GENERAL ASSIGNMENT OF CONTRACTS, AGREEMENTS, PLANS, PERMITS, LICENSES, AND APPROVALS ("Assignment") is made and entered into as of ________, 2023, by and between VALLEJO CITY UNIFIED SCHOOL DISTRICT("Assignor"), CITY OF VALLEJO ("Assignee").

RECITALS

- A. Pursuant to that certain Agreement for Purchase and Sale of Real Property and Escrow Instructions dated ___, 2023, ("Agreement"), Assignor has concurrently with the Effective Date conveyed to Assignee, fee simple title to certain real property consisting of approximately 0.62 acres located at 1220 Gateway Drive, City of Vallejo, County of Solano, State of California, legally described in Exhibit "A" (the "Property").
- B. In accordance with the terms set forth in the Agreement, Assignor has agreed in connection with the conveyance of the Property to assign its interest in any and all contracts, agreements, warranties, guaranties, indemnities, entitlements, plans, permits, licenses, operating contracts, surveys, plans and specifications, governmental approvals, entitlements, authorizations, trade names, trademarks and other intangible rights, agreements with any utility companies, and all management, service, supply and maintenance contracts and agreements, contract rights and benefits, documents, and any other agreements, permits or other contractual arrangements of any nature whatsoever, with respect to the development, entitlement, ownership, operation, maintenance or administration of the Property.
- C. Assignor desires to assign to Assignee all of its right, title and interest in and to the Contract Rights. Any initially capitalized terms not separately defined herein shall have the meaning set forth in the Purchase Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the parties agree as follows:

- 1. Assignment. Assignor hereby assigns to Assignee all of Assignor's right, title and interest in and to the Contract Rights relating to the Property which Assignor may hold. Assignee and Assignor shall reasonably cooperate to attempt to obtain any consents necessary to transfer and/or assign the contracts, agreements, plans, permits, entitlements, licenses and approvals described in this Assignment.
- 2. Effective Date. The "Effective Date" of this Assignment shall be the date of recordation of a grant deed conveying to Assignee fee simple interest in and to the Property described in Exhibit "A".

- 3. Attorneys' Fees. In any action or proceeding between the parties hereto concerning or arising out of this Agreement, the prevailing party in such action shall be entitled to have and to recover from the other party its reasonable attorneys' fees, expert witness fees, consultant fees and other reasonable expenses incurred in connection with such action or proceeding, in addition to its recoverable court costs, at trial and on any appeal.
- 4. Inurement. This Assignment shall inure to the benefit of Assignor and Assignee and their respective heirs, assigns and successors in interest.
- 5. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of California.
- 6. Counterparts. This Assignment and any documents required to be executed by the parties hereunder may be executed in several counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.
- 7. Inconsistencies. In the event of any inconsistencies between this Assignment and the Agreement, the terms of this Assignment shall control.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first above written.

VALLEJO CITY UNIFIED SCHOOL DISTRICT
By:
Its: Superintendent
"Assignor" CITY OF VALLEJO
By:
Its:
"Assignee"