

**Operations and Management Agreement
Between One Four Promotions, LLC
and the CITY of Visalia
Regarding Plaza Park Raceway**

This AGREEMENT is made and effective March 1, 2024, by and between the CITY OF VISALIA, a Municipal Corporation and charter law city of the State of California (hereinafter "CITY"), and One Four Promotions, LLC (hereinafter "VENDOR").

RECITALS

WHEREAS, CITY owns the real property and improvements located at 700 S. Plaza Drive, which is known as the Plaza Park Raceway, hereinafter "ARENA"; and

WHEREAS, the purpose of this AGREEMENT is to document the terms and conditions under which the management and operations of ARENA will occur.

NOW, THEREFORE, based upon the terms contained herein, the parties agree as follows:

1. PURPOSE:

Operate, manage, and maintain ARENA and provide staff and programs, therefore.

The ARENA shall be used by the VENDOR for the purpose of providing vehicular races on the dates and times set annually and at the sole discretion of the CITY. Racing events shall be limited to 19 events for the 2024 year. Racing schedules must be submitted with an "Annual Operational Report" to the CITY no later than March 5, 2024. In the event that dates must be canceled due to natural occurrences or unforeseen circumstances, additional dates may be granted by the Assistant City Manager. The VENDOR is permitted to schedule practice sessions for individual racers on Wednesdays between the hours of 5:30 p.m. to 8:30 p.m. during the racing season which is considered March 1st through November 30th of each year. A practice session is defined as a non-competitive use with a single vehicle on the track at a time. The VENDOR is expressly prohibited from providing any other service or producing any other event without obtaining the prior written consent of CITY at least sixty days (60) in advance of the proposed event.

2. HOURS OF OPERATION:

Unless prior arrangements have been made with CITY, the VENDOR shall have the right to use said ARENA for vehicular motor racing and related activities only between the hours of 4:00 p.m. to 10:00 p.m. Mondays through Thursdays and 4:00 p.m. to 11:00 p.m. on Fridays and Saturday scheduled race nights. As noted in Section 1 of this AGREEMENT, vehicle practice sessions are only permitted on Wednesdays. This AGREEMENT does not authorize overnight camping.

3. TERM OF AGREEMENT:

The term of this AGREEMENT shall be one (1) year, commencing on March 1, 2024,

and ending on February 28, 2025, unless earlier terminated as provided herein.

4. AUTHORIZED AGENTS:

The primary contact person on behalf of the CITY shall be the Assistant City Manager, City of Visalia 220 N Santa Fe Street, Visalia, California, 93291, (559) 713-4323. The primary contact on behalf of the VENDOR shall be Jake Hagopian, Managing Member, 14332 S. Chestnut, Fresno, CA 93725, (559) 974-8285.

5. TERMINATION:

CITY shall have the right to terminate this AGREEMENT by giving VENDOR ninety (90) days prior written notice by either personal delivery or first-class mail, postage prepaid, specifying the effective date of termination.

Either party shall have the right to terminate this AGREEMENT based on the other's failure to comply with the terms, covenants, and requirements contained herein. Prior to termination, the non-breaching party shall provide written notice to the other identifying the breach and providing for thirty (30) calendar days to cure. If not cured within that timeframe, the AGREEMENT shall be deemed terminated.

If the CITY does not extend an Operations and Management Agreement for years 2 through 5 of the Plaza Park Rebuild Budget and timeline (2025-2028); the City shall be responsible to reimburse VENDOR for all completed project items that are considered permanent fixtures and subject to Prevailing Wages (Items 7, 9-11, and 13). Invoices and proof of payment will be required for reimbursement.

6. GROUNDS AND FACILITIES:

CITY hereby permits VENDOR to use the ARENA and grounds surrounding same in partial exchange for the operations contemplated herein and under the terms and conditions specified herein. The CITY, its officers, employees, or agents, shall have the right to enter into and upon the ARENA at all times, with CITY identification, and to protect any and all rights of the CITY. VENDOR shall supply CITY with key and alarm code to gain access for repairs and routine maintenance inspections. City shall notice VENDOR twenty-four hours in advance of scheduled inspections or access needed for maintenance purposes, emergency situations requiring immediate access exempted.

VENDOR shall conform to all state and/or local laws and ordinances regarding the premises without limitations, including compliance with the local sound ordinance.

7. FACILITY RECONSTRUCTION AND PREVAILING WAGE LAWS:

VENDOR shall only make approved modifications and additions as proposed for the year 2024 (Items 1-13) and approved by the CITY with the Plaza Park Rebuild Budget and timeline (Exhibit A).

VENDOR is aware of the requirements of the California Labor Code Section 1720, et seq., 1770, et seq., and California Code of Regulations, Title 8, Section 1600, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements for work considered "public works" as that term is defined under Prevailing Wage

Laws. VENDOR agrees that it shall comply with Prevailing Wage Laws. VENDOR agrees to hold the CITY harmless and to indemnify and defend the CITY, with legal counsel reasonably acceptable to CITY, from all claims arising from the potential application of Prevailing Wage Laws under this Agreement.

Project tasks listed in the Plaza Park Rebuild Budget with expected completion in 2024 that are considered to be subject to the Prevailing Wage requirements are items 7, 9-11, and 13. All other items (1-6, 8, and 12) are considered to be facility maintenance that are done throughout the year and are not subject to these regulations. Notice is hereby given that certain tasks related to this project are considered public works projects and therefore, subject to DIR monitoring. All contractors and subcontractors performing work on Public Works Projects must: Register on an annual basis with the California Department of Industrial Relations (DIR) and furnish electronic payroll records to the Labor Commissioner

No contract will be awarded unless that contractor and/or subcontractors are registered with the California Department of Industrial Relations (DIR).

A contractor or subcontractor listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

If a project labor agreement (the term "project labor agreement" is defined in Public Contract Code 2500(b)(1) as a prehire collective bargaining agreement that establishes terms and conditions of employment for a specific construction project or projects and is an agreement described in Section 158(f) of Title 29 of the United States Code) is used, then it must comply with the taxpayer protection provisions set forth in Public Contract Code section 2500(a). City of Visalia has no ordinances requiring or prohibiting such agreements.

The following statements and requirements are to be included in all City of Visalia public work contracts that require the payment of prevailing wages in accordance with California Labor Code (CLC).

- As set forth in CLC section 1771.1(a), all contractors and subcontractors must be currently registered and qualified to perform public work pursuant to CLC section 1725.5 to be qualified to perform any public work for the City of Visalia. Proof of registration for each contractor and subcontractor listed on the bid is required.
- As set forth in CLC section 1771.4 (a)(1), notice is given that this project is a public work, subject to compliance monitoring and enforcement by the Department of Industrial Relations.
- As set forth in CLC section 1771.4(a)(2), the prime contractor is required by the City of Visalia to post job site notices, as prescribed by regulation. Information on required workplace postings may be found on the Department of Labor website at: <http://www.dir.ca.gov/wpnodb.html>.

- ❑ The contractor and each subcontractor shall maintain all project records required under CLC for public works projects and preserve them for a minimum 3-year period to begin on the date a Notice of Completion is filed for the project.
- ❑ In accordance with CLC section 1773.2, the contractor is required, by the City of Visalia, to post a copy of the determination of the Director of Labor Standards prevailing rate of per diem wages for each craft, classification, or type of worker needed to execute the contract at each job site.
- ❑ In accordance with labor code section 1776 and its enforcement (1771.4(a)(3)), for initial contracts awarded on or after April 1, 2015, each project contractor and subcontractor shall;
 - Maintain and furnish directly to the Labor Commissioner, bi-weekly, a certified copy of each weekly payroll as specified in section 1776 containing a statement of compliance with labor code sections 1771, 1811, and 1815, signed under penalty of perjury.
 - Make available or provide a certified copy of these payroll records and their supporting documentation within 10 days to all authorized parties upon written request and be subject to penalties for non-compliance as detailed in Labor Code section 1776.
 - Inform the City of Visalia of the location of the payroll records kept in compliance with labor code section 1776(g) and notify the City of Visalia within 5 working days of any change in their location.
- ❑ The City of Visalia will comply with any prevailing wage monitoring and enforcement activities required by the labor compliance programs of the Department of Industrial Relations including the withholding of contract payments in the amount of any underpayment of prevailing wage and applicable penalties as directed by the Department of Labor Standards Enforcement in accordance with CLC section 1727(a). Any amount withheld will be released as directed by the Labor Commissioner upon receipt of a certified copy of a final order no longer subject to judicial review in accordance with CLC section 1742(f).
- ❑ As set forth in Labor Code section 1775(b), the following subcontractor provisions shall be included in any contract executed between the contractor and a subcontractor for the performance of work on this public work project:
 - As set forth in CLC section 1775(b)(1), any contract executed between a contractor and a subcontractor for the performance of work on a City of Visalia public works project shall include a copy of the provisions of Labor Code sections 1771, 1776, 1777.5, 1813, and 1815. ***These labor code sections must be included within or as attachments to the contract.***
 - As set forth in CLC section 1776, the subcontractor shall maintain and furnish directly to the Labor Commissioner, bi-weekly, a certified copy of each weekly payroll as specified in section 1776 containing a statement of compliance with labor code sections 1771, 1776, 1811 and 1815, signed under penalty of perjury.

- As set forth in CLC section 1775(b)(2), the contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the subcontractor to the employees, by periodic review of the certified payroll records of the subcontractor.
- As set forth in CLC section 1775(b)(3), upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages, the contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for work performed on the public works project.
- As set forth in CLC section 1775(b)(4), prior to making final payment to the subcontractor for work performed on the public works project, the contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages to his or her employees on the public works project and any amounts due pursuant to Section 1813.
- In accordance with CLC section 1777.5(e), prior to commencing work on a contract for public work; every contractor shall submit contract award information to an applicable apprenticeship program that can supply apprentices to the site of the public work.
- Only apprentices, as defined in CLC section 3077, in training under apprenticeship standards approved by the Division of Apprenticeship Standards (DAP) and party to written apprentice agreements under CLC section 3070-3098 may be employed at the apprentice wage rate on public works.
- Unless exempted under CLC section 1777.5(j), a contractor working on a public works contract of \$30,000 or more shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the applicable apprenticeship standards (CLC 1777.5(n)). In no event shall the ratio be less than one hour of apprentice work for every five hours of journeyman work.
- The prime contractor is responsible for compliance with the requirements of CLC section 1777.5 for all apprenticeable occupations employed under the contract. As stated in 1777.5 (o), the apprenticeship requirement does not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor when the contract is less than thirty thousand dollars (\$30,000).
- As stated in section 1777.7(e), the prime contractor will not be liable for any penalties assessed for violations of section 1777.5 if they have complied with the following requirements:
 - The contract executed between the contractor and the subcontractor for the performance of work on the public works project shall include a copy of the provisions of sections 1771, 1775, 1776, 1777.5, 1813, and 1815. ***These labor code sections must be included within or as attachments to the contract.***
 - The contractor shall continually monitor a subcontractor's use of apprentices required to be employed on the public works project pursuant to subdivision (d) of section 1777.5, including, but not limited to, periodic review of the certified payroll of the subcontractor.

- Upon becoming aware of a failure of the subcontractor to employ the required number of apprentices, the contractor shall take corrective action, including, but not limited to, retaining funds due to the subcontractor for work performed on the public works project until the failure is corrected.
- Prior to making a final payment to the subcontractor for work performed on the public works project, the contractor shall obtain a declaration signed under penalty of perjury from the subcontractor that the subcontractor has employed the required number of apprentices on the public works project.
- The prime contractor is required to provide a signed affidavit declaring their compliance with California Labor Code sections 1771 (prevailing wage) and 1777.5 (apprenticeship) for all workers employed on the contract before final payment will be made on the contract by the City of Visalia.

Contract inclusion and/or attachments: The following item is required to be included either in the body of, as attachments to, or addendums of all public work contracts:

- As set forth in CLC section 1773, the City of Visalia shall obtain the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which the public work is to be performed for each craft, classification, or type of worker needed to execute the contract from the Director of Industrial Relations. This will include the apprenticeship prevailing wage for all apprenticeable trades. In accordance with labor code section 1773.2, this information is to be included in the contract itself.

10 days before the closing date of the bid, the project manager will review the prevailing wage rates included in any requests for bid proposals for updates and issue an addendum to notify interested bidders of any changes. General prevailing wage determinations made by the director of industrial relations for journeyman and apprentices may be found at:

<http://www.dir.ca.gov/OPRL/PWD/index.htm> and
<http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>

8. VENDOR'S MAINTENANCE OF ARENA:

VENDOR shall be responsible for all routine maintenance and repairs of the ARENA. VENDOR shall maintain the ARENA free and clear of all trash, weeds, litter, and other debris and shall power wash the grandstand seating area at least once per year. VENDOR shall be responsible for the elimination of graffiti placed on any of the ARENA structures within forty-eight (48) hours of notice, including, but not limited to walls and fences.

VENDOR shall pay all expenses for the preparation and maintenance of the ARENA. VENDOR must erect and/or maintain safeguards along the track and grandstand area as deemed necessary by the CITY. VENDOR must replace and repair any damage to property and grounds within forty-eight (48) hours after each use to the satisfaction of

the CITY.

All areas (grandstands, parking lots, grass areas) used by VENDOR, VENDOR's participants, or spectators, are to be cleaned no later than twenty-four (24) hours following each event. If areas are not cleaned to CITY standards and expectations, the CITY will clean or contract with an agency to perform clean up and will charge the direct cost plus 25% to the VENDOR.

The VENDOR shall furnish, install, operate, and maintain all equipment, fixtures, vehicles, and other improvements made to the ARENA in good order, condition, and repair. The VENDOR shall also keep all premises, furniture, fixtures, and equipment in good order, condition, and repair. When this AGREEMENT is terminated, the VENDOR will vacate the premises leaving them in good order, condition, and repair, free of any hazardous material or waste, and in good condition satisfactory to the CITY.

VENDOR agrees to inspect the grandstand and earthwork supporting the grandstand prior to any event or practice held at the ARENA. This inspection shall be to confirm whether any structural issues, including but not limited to cracking, holes, or other signs of erosion have appeared in these areas. If VENDOR notices any signs of damage, then VENDOR shall cancel the scheduled event and notify CITY to request additional inspection. If cancellation of any scheduled events is due to structural concerns over the earthwork, then VENDOR agrees that it has no right or claim against CITY for any lost profits, contractual losses, or reimbursement of any expenses if termination or cancellation impacts scheduled events.

9. MAINTENANCE OF ARENA:

Maintenance and repairs to the facility shall be the responsibility of the VENDOR; this includes water service to the site, electricity to the site, and maintenance and repairs to permanent structures and CITY-owned improvements. The VENDOR shall make all necessary major repairs and maintenance to the extent authorized by the City with the Plaza Park Rebuild Budget and Timeline. Graffiti in the park or common areas, such as the back of the grandstand concession facility shall be the responsibility of the CITY.

CITY has reviewed the erosion of the earthwork upon which the grandstand is located with the VENDOR. Presently CITY has concluded that the structure is currently sound but will conduct regular inspections of the grandstand and supporting earthwork during the term of this AGREEMENT. VENDOR shall cooperate with CITY in scheduling these inspections. If the erosion continues to worsen then CITY may be required to terminate this AGREEMENT without notice or in the alternative require VENDOR to cancel all events and usage of the ARENA until repairs can be made.

10. OWNERSHIP OF PROPERTY AND EQUIPMENT:

Certain existing property at the ARENA is owned by One Four Promotions, LLC. This personal property includes the following: track (dirt material that comprises race surface), crash wall/rail and catch fence, scoreboard, ticket booths, storage

containers, vehicles and equipment, concession appliances, equipment and inventory, and raceway signage. Upon written notice, VENDOR agrees to remove all of their property, supplies, and equipment within ninety (90) days of the conclusion or termination of this AGREEMENT.

11. IMPROVEMENTS:

Throughout the original term of this AGREEMENT and any extension to the AGREEMENT, the CITY agrees that the racetrack is the personal property of the VENDOR. When the AGREEMENT is concluded, the VENDOR shall remove the racetrack at its sole expense. The ARENA must be left clean, flat, and level to its original grade. At the CITY's option, the VENDOR may leave the track and/or other facilities or items that shall become the sole, unencumbered property of the CITY.

VENDOR hereby acknowledges the title of CITY in and to the premises in the AGREEMENT, including legal property improvements erected thereon, and hereby covenants and agrees never to assail, contest, or resist said title with the exception of the said racetrack.

12. EXCLUSIVE RIGHT:

VENDOR may grant others the right to promote special events. If this should occur, the VENDOR shall charge others only those fees and charges for rents, services, and deposits as previously approved, in writing, by the CITY. Said fees and charges shall be submitted and approved by the CITY a minimum of sixty (60) days in advance of the event. Secondary users must provide the CITY with insurance certificates meeting the requirements set forth in Section 24 of this Agreement for Commercial General Liability and Property Damage naming the City of Visalia as 'additionally Insured.' The City of Visalia shall also require Liquor Liability Insurance if the secondary vendor is proposing to sell alcohol. All secondary vendors must provide a description of proposed activities to the City at least sixty (60) days in advance of the event and shall be responsible for meeting any additional insurance requirements requested by the City of Visalia Risk Management Division depending on the specific activities proposed by the secondary vendor.

13. USE BY THE CITY:

The CITY reserves the right to use the ARENA for other programs and events but shall not schedule motorized racing events that would compete with VENDOR's operation. The VENDOR will surrender the premises to the CITY on predetermined dates selected by the CITY giving the VENDOR a minimum of a sixty (60) day notice. At the time that the CITY uses the facility, the VENDOR shall have left the premises free of all litter, trash, and other debris and with all of the fixtures and facilities in good order and repair. A mutually agreed upon utility reimbursement for CITY's use shall be credited to the VENDOR. VENDOR reserves the right to provide concessions for any said event.

14. PAYMENTS TO THE CITY:

For the term of this agreement and in exchange for the improvements to the ARENA, the CITY will forego all rental payments from VENDOR. If VENDOR fails to proceed with the Plaza Park Rebuild Budget and Timeline (Exhibit A) or falls behind the

projected timeline without due reason, rental payments will become due and payable as outlined below.

VENDOR shall communicate with CITY in regards to any construction delays and all proper NOTICE shall be given to each party as noted in Section 30 of this agreement.

The payment to the CITY shall be \$34,200 annually, paid in 12 equal payments of \$2,850.00 due on the first of every month following the effective date of this agreement. All payments are due thirty (30) days from invoice by CITY.

Each payment is due to CITY 30 days from the invoice date. All payments not received by the due date shall be subject to a two percent (2%) late fee penalty of the full amount due.

VENDOR shall pay all expenses associated with the operation of premises, including utility fees, all necessary staff, offices, security, personnel, tools, supplies, and equipment for the safe and efficient operation of the Raceway program. VENDOR will provide all necessary personnel, equipment, supplies, and concession operations to serve the general public as well as participants in the pit area of the facility, ensuring that the areas meet applicable codes and regulations pertaining to their operation.

15. DESTRUCTION OF THE FACILITIES:

If the ARENA shall be wholly destroyed by fire or other casualty, the CITY may elect not to rebuild the same and may terminate this AGREEMENT by delivering written notice of such election to VENDOR within six (6) months of the occurrence of such destruction. The City shall not be responsible for any property owned by the VENDOR. If any of said ARENA shall be partly or completely destroyed or damaged by fire or other casualty, the CITY shall not be required to repair the same.

16. SURRENDER:

Upon the termination of this AGREEMENT, VENDOR shall surrender possession of the ARENA to the CITY and shall, at the time of surrender, leave the facility in as good order and condition as said facility was at the inception of this AGREEMENT, ordinary wear and tear, and damage by the elements, fire, earthquake, flood, act of God, or public calamity, excepted. Upon written notice, the VENDOR agrees to remove all of their property, supplies, and equipment within ninety (90) days of the conclusion or termination of this AGREEMENT.

17. QUIET ENJOYMENT:

VENDOR shall not cause or permit any act or thing to occur on the premises that shall constitute a nuisance, an unlawful act, or a disturbance to the quiet enjoyment of the CITY or any tenant of the CITY on adjacent or neighboring properties. The VENDOR must abate or otherwise said nuisance to be eradicated within SEVENTY-TWO (72) hours from receiving a written notice from the CITY that a nuisance exists.

In the event that the VENDOR has not either (a) taken corrective action within seventy-two (72) hours, or (b) filed an appeal with the CITY within seventy-two (72) hours, the CITY may enter and abate said nuisance to the expense of the VENDOR without any

liability whatsoever to the CITY for monetary loss or anticipated profits of the VENDOR or others. Said appeal to the CITY shall be made in writing and be received by the CITY within seventy-two (72) hours after the VENDOR received notice of said nuisance.

18. UTILITIES AND SERVICES:

VENDOR shall be responsible for the payment of utility charges including electrical, telephone, and internet service, natural gas, trash collection, and alarm system. CITY shall read electrical meters, calculate utility charges, and invoice VENDOR for actual use on a quarterly basis. Electricity charges will be paid by VENDOR upon invoice from the CITY.

19. FOOD, BEVERAGE AND MERCHANDISE OPERATION:

VENDOR agrees that they will operate and manage the services and facilities in a reasonable business manner during the entire term of this AGREEMENT. Where such facilities are provided, VENDOR agrees that they will furnish and dispense foods and beverages of the best quality and shall maintain a high standard of service at least equal to or exceeding that of other similar establishments and consistent with prevailing industry standards.

VENDOR must obtain and maintain all necessary permits required for the operation of a concession facility, including Health Department Permits, business licenses, alcohol beverage control licenses, and others as applicable.

VENDOR shall be responsible for any and all controlled substances brought onto the premises by VENDOR or by VENDOR's authorization. VENDOR shall comply with all federal, state, and local regulations regarding the use and storage of controlled substances.

CITY reserves the right to prohibit the sale or rental of any item that it deems objectionable or beyond the scope of merchandise deemed necessary for proper services.

20. CODE OF CONDUCT:

VENDOR shall develop rules and regulations for the governing of race events entitled "Code of Conduct," which shall be approved by the CITY and enforced by the VENDOR.

21. SECURITY AND EMERGENCY PERSONNEL:

VENDOR shall provide a minimum of four (4) security guards for each racing event or one security guard for every one hundred and fifty (150) people in attendance, whichever is greater. The CITY has the sole discretion to require the VENDOR to provide more security guards for other types of events.

VENDOR must have an appropriate emergency response system for injury and fire including all applicable personnel.

22. INSTALLATION OF SIGNS:

VENDOR may install, operate, and maintain advertising signs facing the inside of the

premises occupied by the VENDOR, and at such other places(s) in the ARENA area as may be mutually agreed upon by the CITY and the VENDOR. Any sign installed, operated, and maintained by the VENDOR will be the VENDOR's total financial responsibility. No signage may be placed in a position so that it faces outside of the ARENA without the written authorization of the CITY. Prior to the installation of any signs, the VENDOR shall obtain the written approval from the CITY as to the sign's size, design, and location, and the VENDOR shall obtain any and all necessary permits from the Planning Division in compliance with the City of Visalia ordinance. No reasonable marketing signage should be denied by the CITY.

23. NEGATION OF PARTNERSHIP

The CITY shall not become or be deemed to be a partner or joint venture with the VENDOR other than the relationship of a landlord or a tenant. The VENDOR shall not be considered an agent, an officer, or an employee of the CITY.

24. STANDARD OF SERVICE:

The VENDOR shall be responsible for the following standards of service:

- a. All employees and other personnel who perform work for the VENDOR shall be neat and clean in appearance and courteous to all persons. The VENDOR shall be neat and clean in appearance and courteous to all persons. The VENDOR shall not permit any of their employees to conduct business in an offensive or objectionable manner.
- b. The VENDOR shall be required to follow all reasonable rules and regulations of the CITY concerning the management, operation, or use of the ARENA, including, but not limited to, the "Code of Conduct".

25. INSURANCE:

- a. Required Policies: VENDOR agrees to immediately secure and maintain during the term of this AGREEMENT, and prior to commencement of any special event or work hereunder, insurance coverage as follows:
 - i. Worker's Compensation: Worker's Compensation Insurance with statutory limits and Employer's Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per incident. Such insurance shall comply with all applicable state laws.
 - ii. Commercial General Liability and Property Damage: Commercial general liability insurance with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence. Such insurance shall include products/ completed operations liability, owner's and agency's protective, blanket contractual liability, personal injury liability, and broad form property damage coverage.
 - iii. Commercial Automobile Public Liability and Property Damage: Automobile Public Liability and Property Damage Insurance with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence.
 - iv. Liquor Liability Insurance with a limit of not less than One Million Dollars (\$1,000,000) per occurrence.

- b. Additional Insured: The General Liability/Property Damage & Automobile Liability/Property Damage policies shall:
 - i Name CITY, its appointed and elected officials, officers, employees, and agents as additional insureds;
 - ii Be primary with respect to any insurance or self-insurance programs maintained by CITY;
 - iii Shall apply separately to each insured against whom a claim is made, or suit is brought, except with respect to limits of the insurer's liability;
 - iv Contain standard cross-liability provisions.
- c. No Material Change, Termination, or Expiration without Notification: Each required policy shall provide that such insurance shall not be materially changed, terminated, or allowed to expire except on thirty (30) days prior written notice to CITY.
- d. No Subrogation: Each required policy shall be endorsed to include a waiver of subrogation against the CITY, its officers, officials, agents, and employees.
- e. Duration: This insurance shall be maintained during the Term of this Agreement until the Term expires if an occurrence policy form is used. If a claims-made policy is used, coverage shall be maintained during the AGREEMENT Term period. VENDOR shall replace such certificates for policies expiring prior to the expiration of the Term of this AGREEMENT and shall continue to furnish certificates on an annual basis when utilizing claims-made form(s).
- f. Failure to Maintain Insurance: If VENDOR for any reason fails to maintain insurance coverage which is required pursuant to this AGREEMENT; the same shall be deemed a material breach of this AGREEMENT. CITY, at its sole discretion, may terminate this AGREEMENT and obtain damages from VENDOR resulting from said breach. Alternatively, CITY may purchase such required insurance coverage, and without further notice to VENDOR, may deduct from monies agreed to be provided to VENDOR hereunder any premium costs advanced by CITY for such insurance.

26. INDEMNIFICATION:

VENDOR agrees to indemnify and save harmless CITY and its officers, appointed and elected officials, agents, employees, and assigns from and against any and all claims, demands, suits, loss, damage, injury, and liability, including cost and expenses incurred in connection therewith, resulting from, arising out of, or in any way connected with the performance of this AGREEMENT, including but not limited to delivery and unloading of supplies and equipment and the use of the ARENA by VENDOR or invitees of VENDOR such as spectators and persons participating in events, regardless of the passive, concurrent negligence on the part of the CITY or anyone acting under its direction or control or on its behalf. It is further the intent of the parties that this indemnification requirement is not intended to relieve the CITY from liability for the active negligence of the CITY, its officers, appointed and elected officials, agents, and employees. This hold harmless clause is in no way an

admission of liability on the part of the CITY, or any of its officers, officials, agents, or employees.

This indemnity and hold harmless provision, insofar as it may be adjudged to be against public policy, shall be void and unenforceable only to the minimum extent necessary so that the remaining terms of this indemnity and hold harmless provision may be within public policy and enforceable.

27. INDEPENDENT CONTRACTOR:

VENDOR represents it is a limited liability corporation and agrees that all employees, agents, subcontractors, and independent contractors hired in furtherance of the programs and activities of VENDOR are hired by VENDOR and not by CITY and are not employees, agents, or subcontractors of CITY.

28. NON-DISCRIMINATION:

VENDOR shall not discriminate in employment practices or provision of services hereunder on the basis of race, color, national origin, ancestry, gender, religion, disability, or political affiliation.

The VENDOR shall furnish its accommodations and/or services on a fair, equal, and just basis to all public users without unjust discrimination on the basis of race, creed, color, age, sex, and/or national origin and comply with public accommodation and access laws. The VENDOR shall charge fair and reasonable prices for each unit of service. The VENDOR may make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

29. RECORDS:

Promptly after executing all documents, including, but not limited to leases, subleases, concessions, occupancy agreements, and any amendments or modifications to the amount of payments, the VENDOR shall keep and retain as a record in full, true and exact copy of every document, receipt, and or bill which in any way pertains to or reflects "gross receipts" and "public expenses and charges for and accounting period."

Upon request from the CITY, during the term of this AGREEMENT, VENDOR shall furnish to CITY a verified statement of its cumulative total gross receipts. VENDOR shall at the same time, also furnish to CITY a year-to-date total of gross total receipts.

The VENDOR shall keep true and accurate records of attendance for each event, including paid and unpaid admissions and race car count by class.

The VENDOR shall keep all documents in full compliance as required by Section 7 Prevailing Wage Laws of this document.

30. NOTICES:

Any notice, demand, or communication required or permitted to be given by the terms of this AGREEMENT, or by any law, may be given by either party by depositing

said notice, demand, or communication in the U.S. Mail, postage prepaid, addressed to the other at the party's address or any new address provided by such party in writing to the other. Service of said notice, demand, or communication shall be complete five (5) calendar days after deposit of said notice, demand, or communication in the mail.

Notices and communication concerning this AGREEMENT shall be sent to the following addresses:

CITY

City of Visalia
707 W. Acequia
Visalia, CA93291
Attn: City Clerk

VENDOR

One Four Promotions
14332 S. Chestnut
Fresno, CA93725
Attn: Jake Hagopian

Either party may, by notice to the other party, change the address specified above. Service of notice of change of address shall be complete when received at the designated address.

31. MISCELLANEOUS PROVISIONS:

- a. Authority: CITY and VENDOR and their respective signatories represent that the signatory holds the position set forth below their signature and that the signatory is authorized to execute this AGREEMENT and to bind said party hereto.
- b. Assignment: Neither this AGREEMENT nor any of the rights hereunder may be assigned without prior written consent of CITY.
- c. Interpretation/Headings: The headings/captions are for convenience and reference only and are not intended to define or limit the scope of any provision and shall have no effect on the AGREEMENT's interpretation. When required by the context of this AGREEMENT, the singular shall include the plural.
- d. Integration/Amendment: This AGREEMENT represents the complete and entire understanding between the parties as to those matters contained herein. This AGREEMENT may only be modified or amended in writing and signed by both parties.
- e. Severability: If any term, condition, covenant, provision, or part thereof of this AGREEMENT is, or is declared, invalid, void, or unenforceable for any reason, the remainder of the AGREEMENT shall continue in full force and effect.
- f. Governing Law: The laws of the State of California shall govern the interpretation and enforcement of this AGREEMENT and any legal actions arising out of the terms of this AGREEMENT shall be brought in Tulare County.
- g. Attorney's Fees/Costs: In the event of legal action arising from this AGREEMENT, the prevailing party may pursue reimbursement for reasonable attorney fees..
- h. Contract Enforcement: The City Manager of CITY shall be responsible for the enforcement of this AGREEMENT on behalf of CITY and shall be assisted therein by those officers and employees of City having duties in connection

with the administration thereof.

- i. Cumulative Rights and Remedies: Except as otherwise expressly stated in this AGREEMENT, the rights and remedies of the parties are cumulative, and the exercise by any party of one or more of its rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies.

32. Airport contract language:

- a. REGULATIONS - VENDOR shall not conduct, or allow to be conducted upon the Demised Premises, any dangerous or hazardous activities, or any activities considered to be a nuisance to the airport or its tenants and neighbors, and VENDOR agrees to abide by all applicable F.A.A. and U.S. Government rules and regulations, including, but not limited to the following:
 - i The VENDOR for himself/herself, their heirs, personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the Demised Premises described herein for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the VENDOR shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted programs of the Department of Transportation and as said Regulations may be amended.
 - ii The VENDOR for himself/herself, their personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:
 - A. No person on the grounds of race, color, sex, age, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the use of said facilities; and
 - B. That in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, sex, age, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination; and
 - C. That the VENDOR shall use the Demised Premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted programs of the Department of Transportation, and as said Regulations may be amended.
 - iii It is understood and agreed that nothing contained herein shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958.
 - iv VENDOR agrees to furnish service on a fair, equal, and not unjustly

discriminatory basis to all users thereof, and to charge fair, reasonable, and not unjustly discriminatory prices for each unit or service, provided, that VENDOR may make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

- v. The CITY reserves the right (but shall not be obligated to VENDOR to maintain and keep in repair the landing area of the airport and all publicly owned facilities of the airport, together with the right to direct and control all activities of the VENDOR in this regard.
- vi. The CITY reserves the right to further develop or improve the landing area and all publicly owned air navigation facilities of the airport as it sees fit, regardless of the desires or views of the VENDOR, and without interference or hindrance.
- vii. The CITY reserves the right to take any action it considers necessary to protect aerial approaches of the airport against obstructions, together with the right to prevent VENDOR from erecting, or permitting to be erected, any building or other structure on the airport which in the opinion of the CITY would limit the usefulness of the airport or constitute a hazard to aircraft.
- viii. During the time of war or national emergency, the CITY shall have the right to enter into an agreement with the United States Government for military or naval use of part or all of the landing area, the publicly owned air navigation facilities, and/or other areas or facilities of the airport. If any such agreement is executed, the provisions of this Lease, insofar as they are inconsistent with the provisions of the agreement with the Government, shall be suspended.
- ix. It is understood and agreed that the rights granted by this Lease will not be exercised in such a way as to interfere with or adversely affect the use, operation, maintenance, or development of the airport.
- x. There is hereby reserved to the CITY, its successors, and assigns, for the use and benefit of the public, a free and unrestricted right of flight for passage of aircraft in the airspace above the surface of the Demised Premises herein conveyed, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in the air, using said airspace or landing at, taking off from, or operating on or about the airport.
- xi. The Lease shall become subordinate to provisions of any existing or future agreement between the CITY and the United States of America, or any agency thereof relative to the operation, development, or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the airport.

- b. **CURRENT AND FUTURE AIRPORT REGULATIONS** - This Lease and all rights conferred thereby shall at all times be subject to current and future regulations governing any and all activities at the Visalia Municipal Airport to the same extent that such current and future regulations govern the activities of all persons using the facilities of the Visalia Municipal Airport and occupying

structures thereon.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement on the date first written above.

CITY OF VISALIA

One Four Promotions, LLC

By: 
Leslie Caviglia, City Manager


Jake Hagopian, General Manager

CONTRACT MANAGER

By: 
John Lollis, Assistant City Manager

ATTEST

APPROVED AS TO FORM


Michelle Nicholas
City Clerk
Chief Deputy


James Morris
Attorney for City



Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage** or **personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
 - A. in the performance of your ongoing operations subject to such **written contract**; or
 - B. in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury** or **property damage** included in the **products-completed operations hazard**, and only if:
 1. the **written contract** requires you to provide the additional insured such coverage; and
 2. this **coverage part** provides such coverage.
- II. But if the **written contract** requires:
 - A. additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
 - B. additional insured coverage with "arising out of" language; or
 - C. additional insured coverage to the greatest extent permissible by law;then paragraph I. above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage** or **personal and advertising injury** arising out of **your work** that is subject to such **written contract**.
- III. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
 - A. coverage broader than required by the **written contract**; or
 - B. a higher limit of insurance than required by the **written contract**.
- IV. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage**, or **personal and advertising injury** arising out of:
 - A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 2. supervisory, inspection, architectural or engineering activities; or
 - B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.
- V. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:

Primary and Noncontributory Insurance



Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or
2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. make available any other insurance, and tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled DEFINITIONS is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:

1. the **bodily injury** or **property damage**; or
2. the offense that caused the **personal and advertising injury**;

for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

	Waiver of Transfer of Rights of Recovery Against Others to the Insurer Endorsement
--	---

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:
--

<p>Any person or organization with whom you have agreed in writing in a contract or agreement to waive any right of recovery against such person or organization, but only if the contract or agreement:</p> <ol style="list-style-type: none">1. Is in effect or becomes effective during the term of this policy; and2. Was executed prior to loss.
--

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, it is understood and agreed that the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended by the addition of the following:

With respect to the person or organization shown in the Schedule above, the Insurer waives any right of recovery the Insurer may have against such person or organization because of payments the Insurer makes for injury or damage arising out of the **Named Insured's** ongoing operations or **your work** included in the **products-completed operations hazard**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.
--

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Meyers Constructors, Inc.
Endorsement Effective Date: 04/01/2023

SCHEDULE

<p>Name Of Person(s) Or Organization(s): Any person or organization that the Named Insured is obligated to provide Insurance where required by a written contract or agreement is an insured, but only with respect to legal responsibility for acts or omissions of a person for whom Liability Coverage is afforded under this policy.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section II – Covered

Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section I – Covered Autos Coverages of the Auto Dealers Coverage Form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<p>Named Insured: Meyers Constructors, Inc.</p> <p>Endorsement Effective Date: 04/01/2023</p>

SCHEDULE

<p>Name(s) Of Person(s) Or Organization(s): ANY PERSON OR ORGANIZATION FOR WHOM OR WHICH YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER FROM US. YOU MUST AGREE TO THAT REQUIREMENT PRIOR TO LOSS.</p>

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.



PLAZA PARK REBUILD BUDGET

#	ITEM	EST. COST	START	COMPLETE	RUNNING TOTAL	OFF		FIXED CITY PROPERTY	
1	Facility cleanup	\$12,500.00	2/1/2024	3/1/2024	\$12,500.00	\$12,500.00	\$12,500.00	\$0.00	\$0.00
2	Misc. fence repairs	\$7,500.00	2/1/2024	3/1/2024	\$20,000.00	\$0.00	\$12,500.00	\$7,500.00	\$7,500.00
3	Tree Trimming	\$5,000.00	2/1/2024	3/1/2024	\$25,000.00	\$5,000.00	\$17,500.00	\$7,500.00	\$0.00
4	Handrail, light pole & building paint	\$11,500.00	2/1/2024	3/1/2024	\$36,500.00	\$11,500.00	\$29,000.00	\$7,500.00	\$0.00
5	Install handrail in tower	\$375.00	2/1/2024	3/1/2024	\$36,875.00	\$0.00	\$29,000.00	\$7,875.00	\$375.00
6	Concrete seating repair	\$14,000.00	2/1/2024	3/1/2024	\$50,875.00	\$0.00	\$29,000.00	\$21,875.00	\$14,000.00
7	Entrance ADA ramp & landscape	\$41,700.00	2/1/2024	3/1/2025	\$92,575.00	\$0.00	\$29,000.00	\$63,575.00	\$41,700.00
8	Speaker system upgrade	\$108,000.00	2/1/2024	3/15/2024	\$200,575.00	\$108,000.00	\$137,000.00	\$63,575.00	\$0.00
9	Non potable water meter install	\$6,500.00	7/5/2024	8/2/2024	\$207,075.00	\$0.00	\$137,000.00	\$70,075.00	\$6,500.00
10	Catch fence replacement South	\$32,000.00	2/1/2024	3/15/2024	\$239,075.00	\$32,000.00	\$169,000.00	\$70,075.00	\$0.00
11	Catch fence replacement North	\$32,000.00	10/1/2024	12/1/2024	\$271,075.00	\$32,000.00	\$201,000.00	\$70,075.00	\$0.00
12	South perimeter fence landscaping	\$5,000.00	8/5/2024	9/1/2024	\$276,075.00	\$0.00	\$201,000.00	\$75,075.00	\$5,000.00
13	Potable water connection with Cal Water	\$26,000.00	10/1/2024	12/31/2024	\$302,075.00	\$0.00	\$201,000.00	2024 \$101,075.00	\$26,000.00
14	Electric meter separation	\$67,500.00	4/1/2025	12/31/2025	\$369,575.00	\$0.00		\$67,500.00	\$67,500.00
15	Concession stand slab retaining wall/underpin	\$46,800.00	4/1/2025	5/1/2025	\$416,375.00	\$0.00	\$0.00	\$114,300.00	\$46,800.00
16	West embankment slope correction	\$147,300.00	10/1/2025	12/31/2025	\$563,675.00	\$0.00	\$0.00	\$261,600.00	\$147,300.00
17	North grandstand slope landscape	\$26,000.00	10/1/2025	12/31/2025	\$589,675.00	\$0.00	\$0.00	2025 \$287,600.00	\$26,000.00
18	Concession stand rebuild	\$358,000.00	10/1/2025	3/1/2026	\$947,675.00	\$0.00	\$0.00	\$358,000.00	\$358,000.00
19	North grandstand entrance construction	\$3,500.00	1/1/2026	3/1/2026	\$951,175.00	\$0.00	\$0.00	\$361,500.00	\$3,500.00
20	Concrete pad pit spaces, phase 1	\$20,000.00	2/1/2026	3/1/2026	\$971,175.00	\$0.00	\$0.00	\$381,500.00	\$20,000.00
21	Concrete pad pit spaces, phase 2	\$20,000.00	7/15/2026	8/1/2026	\$991,175.00	\$0.00	\$0.00	2026 \$401,500.00	\$20,000.00
22	Solar Power Infrastructure/System	\$100,000.00	10/1/2027	12/31/2027	\$1,091,175.00	\$0.00	\$0.00	2027/28 \$100,000.00	\$100,000.00
23	LED Stadium Lighting Upgrade	\$150,000.00	10/1/2028	12/31/2028	\$1,241,175.00	\$0.00	\$0.00	2029/30 \$150,000.00	\$150,000.00
TOTAL INVESTMENT		\$1,241,175.00				\$201,000.00			\$1,040,175.00

CONTRACT YEAR	YEAR	RENT CREDIT	INVESTMENT	BALANCE
1	2024	\$ (35,000.00)	\$302,075.00	\$ 267,075.00
2	2025	\$ (35,000.00)	\$287,600.00	\$ 519,675.00
3	2026	\$ (35,000.00)	\$401,500.00	\$ 886,175.00
4	2027	\$ (35,000.00)	\$100,000.00	\$ 951,175.00
5	2028	\$ (35,000.00)	\$150,000.00	\$ 1,066,175.00
6	2029	\$ (35,000.00)		\$ 1,031,175.00
7	2030	\$ (35,000.00)		\$ 996,175.00
8	2031	\$ (35,000.00)		\$ 961,175.00
9	2032	\$ (35,000.00)		\$ 926,175.00
10	2033	\$ (35,000.00)		\$ 891,175.00
		\$ (350,000.00)	\$1,241,175.00	