

PRESBYTERY OF SAN DIEGO STATED MEETING –September 20, 2022

The Stated meeting of the Presbytery of San Diego at Pacific Beach Presbyterian Church was convened by Ruling Elder Lyn Lloyd Smith, Moderator of San Diego Presbytery, at 3:00 p.m. She shared her personal story to encourage the Presbytery. She led the Presbytery in prayer and invited Teaching Elder Bill Sperry to give information to the commissioners as the host pastor. Teaching Elder Nate Landis preached. The worship was led by the Worship Team of the Pacific Beach Presbyterian Church. The Stated Clerk declared that there is a quorum.

ROLL: It was VOTED that the roll would be taken by card, and that those registering during the meeting, together with corresponding members, and those requesting leaves of absence (when granted) constitute the roll. A quorum was present

	<u>CONGREGATION</u>	<u>TEACHING ELDERS</u>	<u>ECCLESIASTICAL DESIGNATION</u>	<u>RULING ELDERS</u>
1-1	Brawley, First			Carl Stills
2-1	Carlsbad, Christ Church of La Costa	G. Bostrom E. VanGieson	101 103	Sue Liesegang
3-1	Chula Vista, Chula Vista		105	Joan Stroh Cora Gregory (A)
4-1	Coronado, Graham Memorial	D. McElrath (e) J. Joseph	101 103	Russell Allen (e)
5-1	El Cajon, First	K. Dawsey- Richardson	101	Nancy Williams Cindy Graham (A)
6-1	El Cajon, Fletcher Hills	K. Womack	101	Jim Reisweber Lorna McMurray (A)
7-1	Escondido, Westminster	M. Sedgwick	101	Holly Nolan (e) Carole Ostrander (A)
8-5	La Jolla, La Jolla	P. Cunningham S. Mitchell	101 103	Mary Kinyon Lynn Lansing Jen Marchesini Deanne Rohde Pam Taunton Jim Sedgwick (A) Steve Vincent (A)
9-1	La Jolla, Mt. Soledad	M. Watson	105	William Green Cindy Green (A)
10-1	Lakeside, Community	T. Avazian	101	Gerie Morrin Linda Sunkel (A) (e)

11-2	Oceanside, First	M. Killeen E. Wilson-Manahan	101 103	Joan Anderson Brian Maynard Sue Moore (A)
12-4	Rancho Santa Fe, Village Community	J. Baca (e) J. K. Farley D. R. Caughey	101 103 109	Michael Dyer Bob Frey Patrick Singer Michael Williams
13-1	San Diego, Christ United	N. Byrd	101	Audrey Littlefield Harriet Thompson (A)
14-1	San Diego, Faith	S. Codington	101	Nancy Harber Joe Huffaker (A)
15-2	San Diego, First	J. Andrews (e) J. Myers	101 103	Maurice Caskey Kirk Rogers Cheryl Kosits (A)
16-1	San Diego, Iglesia Emmanuel			Hugo Carbajal Amado Olguin (A)
17-2	San Diego, Korean	Y. H. Kang	101	John Yoo
19-1	San Diego, Mira Mesa	D. McColl	105	Gary Huber
20-1	San Diego, Northminster	J. Shirley (e) N. Landis	101 301	Doug Gouger
21-1	San Diego, Orange Ave			
22-1	San Diego, Pacific Beach	B. Sperry	101	Steve Ritz
23-2	San Diego, Palisades	C. Carroll	105	Ruth Sweet (e) Barbara Van Meter Wells Lyman (A)
24-4	San Diego, Point Loma Community	K. Shaw	101	Gresham Bayne Em Cummins Katie Fulhorst Sue Skala (e) Bob Hanna (A)
25-3	San Diego, Rancho Bernardo Community	G. Kohler (e) M. Wasef	105 103	Corey Buckner Le' Kubow Don Smith
26-1	San Diego, Southeast	R. Sparling (e)	106	D Lund Phil Bazier (A)
27-1	San Diego, Taiwanese	Shang Nan Tsai	101	Kirk Davis

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28-1	San Diego, Westminster	M. Cochran	101	William Hodgkiss (e)
29-4	Solana Beach, Solana Beach	M. McClenahan J. D. Espitia J. Nelson C. Womack	101 103 103 103	Jay Bass Judy Enns Ericka Southcombe Rebecca Nunes Bruce Huebner (A) Steve Rossier (A)
30-1	Spring Valley, Trinity	B. Barclay	101	Jeff Hansen
31-1	Vista, Grace	M. Wallman	105	Phil Sparkman
32-1	Westmorland, Community		105	Leslie Lambe (e) Anne Mallory (A)

<u>OTHER PRESBYTERY MEMBERS and STAFF</u>		ECC DESIGNATION
Interim Executive Presbyter	TE John Moser	302
Stated Clerk	RE Frances Lin	303
*Moderator	*RE Lyn Lloyd-Smith	
*Chair COM committee	*RE Nancy Harber	
*At-large member Executive Committee	*RE Delores McNeely	
*At-large member Executive Committee	*RE Laura Metzger (e)	
Office Manager	Jennifer Sedgwick	
Director, New Day Urban Ministries	Raul Palomino (e)	

OTHER MINISTERS:

R. K. Adams	299	T. F. Johnson	299	B. Reed	299
R. E. Anderson	299	J. Kerkhoff	797	E. Reynolds	645
R.C. Betters	299	J. Kim	797	L. Rice (e)	701
J.H. Boller, Jr.	299	C. Kohlbray	171	J. Robertson	299
W. Bynagte	299	T. C. Lai	299	R. Roth (e)	797
J. Chambers	299	C. S. Lee	503	D. Satre	791
F. Collins Lower	797	C. M. Lenocker	299	T. Simpson	797
C. Cowden	797	L. S. León	501	M. W. Smith	761
S.W. DeLong	299	A. Lin	501	D. So	171
A.F. Desterhaft	299	A. Y. Lin	791	J. So	171
A. Deuel	299	S. Locke	299	W. A. Soldwisch	299

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V. Ford	299	T. Loney	761	G. Spearman	299
B. Franco	701	P. Lual	299	G. L. Stewart	299
R. Garton	299	E. McColl	797	T. Theriault	299
E. Girod	299	R. Mentze	299	H. S. Vigeveno	299
J. Hagelganz	299	J. Messervè	797	M. Walls	299
C. Hammond	299	B. Moller	299	P. Weiler	299
K. Hatlevig	701	M. Mudgett	299	M. F. Willard, Jr.	299
W.W. Hoffman	299	K. Pazan	797	A. Wirth	797
C.M. Hong	299	D. Pierson	797	T. Wolfe	299
G. Horn	797	E. Piper	797	R Yenter	299
R. Humphries	299	N. Presa	797	G. Ziccardi (e)	797
K Johnson	761	J. Rauch	299	R. Ziccardi (e)	797

Commissioned Ruling Elders:

Sudanese American
Solana Beach

William Tut*
Jpetul J'ernantes*

BOLD = Attended Meeting e = excused A = Alternate
* - Voting Member of Presbytery

Corresponding

Guests Present:

John Denton – Candidate Grace Vista
Pam Fischer – La Jolla
Scott Fischer – La Jolla
Steven Awe – Linda Vista committee

Attendance:

Teaching Elders	39
Ruling Elders	35
Corresponding	
Inquirers/Candidates	1
Visitors/Others	4
Total	78

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Report of the Stated Clerk

The Stated Clerk reports the following:

1. The offering received at the May meeting of the Presbytery was \$ 642.00 and was given to the Presbyterian Disaster Assistance/ Ukraine.
2. The Installation Service for the Rev. Cassie Carroll took place on September 18, 2022 at Palisades Presbyterian Church. The Administrative Commission completed its work and was dismissed with thanks.
3. Due to Covid, the Ecclesiastical Committee completed the annual standing committee minutes reviews from January 2020- July 2021. The Committee will complete the review from August 2021 to December 2022 at the beginning of 2023. The Committee will return to the annual review starting in 2023.
4. Presbytery's Committee on Ministry continues to maintain a Sexual Misconduct Policy. (see the *Manual of Administrative Operations*)
5. Presbytery's Committee on Ministry continues to maintain the Child/Youth/Vulnerable Adults Protection Policy. (see the *Manual of Administrative Operations*)
6. The 2021 Presbytery minutes were submitted to the Synod of Southern California and Hawaii for review on August 24, 2022. The review concluded that there was no exception.
7. Pacific Beach Presbyterian Church is sponsoring a Faith and Legacy Symposium on December 2 at 10 am. Information will be posted on the Presbytery website.
8. Solana Beach Presbyterian Church is sponsoring a one-day Mission Seminar in Mexico, Information will be posted on the Presbytery website.
9. All official correspondence and communications received since the last meeting have been referred to the appropriate governing body, committee, commission or staff in accordance with the Manual of Operations, Part I.

Frances Lin, Stated Clerk

Consent Agenda

The Stated Clerk recommended and the Presbytery voted:

Approval of the proposed minutes of the Presbytery Stated Meeting on May 17, 2022

Reports

1. Ecclesiastical Committee reports that annual minutes reviews for the session clerks were completed on Saturday, May 21, 2022 at Palisade Presbyterian Church. The following churches

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did not participate in this year's review: Graham Memorial Presbyterian Church, Iglesia Presbiteriana Emmanuel, Korean United Presbyterian Church, Mira Mesa Presbyterian Church, Mt. Soledad Presbyterian Church, Orange Avenue Presbyterian Church, Rancho Bernardo Community Presbyterian Church, Southeast Presbyterian Church and First Presbyterian Church in Brawley.

2. General Assembly concluded its businesses on July 9, 2022. The commissioners and young adult advisory delegate submitted their report with gratitude to the Presbytery of San Diego. (Attachment F)
3. Budget Property and Finance presents the first draft of the budget for the Presbytery, South Sudanese American Presbyterian Fellowship and The New Day Ministry. (Post online)

Business to be presented and/or Voted on the floor

1. Human Resources Committee recommended and the Presbytery Voted:

Approval for an 8% COLA increase for all employees of the Presbytery.

2. The Director of Cyclical SD, Daniel So, provided an updated summary report on the work of the Committee. He also shared with the Presbytery the book that the Committee had published through Cyclical Inc. He encouraged people to take a copy at the registration table.

3. The Committee on Preparation for Ministry recommended that the Presbytery approves the ordination of Mr. John Denton. He was examined on the floor, and the Presbytery voted:

To approve the ordination of Mr. John Denton. John's statement of faith (Attachment A) was attached to the docket and published on the Presbytery website.

4. Ecclesiastical Committee recommended, and the Presbytery voted:

To approve of the new chapter for Discerning Congregational Vitality Committee in the *Manual of Administrative Operations*. (Attachment C)

5. The Chair of Nominating Committee, Jamie Nelson, reported about this year's nominating process and asked people to consider serving. The Committee has provided a chart on the values and competencies they seek for candidates to serve in specific committees. The copies of the chart are available at the registration table.

6. The AC for Linda Vista Presbyterian Church presented their report and the Presbytery voted to amend the following:

- The proposed new Linda Vista Administrative Commission will be the new ad-hoc Linda Vista Committee with specific tasks assigned.
- The current Linda Vista Administrative Commission will dissolve with deep appreciation when the Linda Vista Presbyterian Church dissolves its corporation.

The Presbytery Voted to approve the following recommendations as amended:

1. that the Presbytery of San Diego maintain ownership of the property and continue to engage in ministry and mission in the Linda Vista community.
2. that the Presbytery prioritize the ministry and mission of Ebenezer Church on the property as a form of new church development serving the community of Linda Vista with terms to be specified in a lease, while continuing to host worship and other ministries of Young Nak Presbyterian Church and the Palabra de Vida congregation. A schedule for time and building usage for all three congregations has been determined by the Administrative Commission which shall remain in effect for an initial period of three years, subject to review and alteration.
3. that the La Jolla Presbyterian Church (LJPC), through its session and mission leaders, serve as partner and mentor to Ebenezer Church during a transitional period of at least three years, under the authority of an ad hoc Committee (as noted in #7 below) and ultimately the Budget, Property, and Finance Committee of the Presbytery. The Administrative Commission has prepared a list of responsibilities in the areas of property, financial, and institutional maintenance, some of which require approval by representatives of LJPC and others oversight and consultation with LJPC. The list of responsibilities is below.
4. that the Presbytery pledge the income generated by existing leases of the property (including net rental income for a Verizon cell tower and The Vine Learning Center of about \$84,000 per year, less property tax and property/liability insurance) for a period of three years (renewable) to Ebenezer Church. Such rental income shall be deposited in the Presbytery's "Linda Vista Ministry" fund and paid quarterly to Ebenezer Church (first payment to be made no later than November 1, 2022). This shall be a pledge with the hope that eventually the Ebenezer congregation will become a worshipping community within the Presbyterian family, utilizing these and other funds to serve Christ and neighbor.
5. that Ebenezer Church perform routine repairs and maintenance to the church property at its expense in lieu of rent. A major repair or renovation of the church property (sanctuary, school, and grounds), in excess of \$5,000 not covered by applicable insurance subject to approval by the ad hoc Committee and Budget, Property & Finance Committee will be covered by funds in the Presbytery's Linda Vista Ministry Fund (\$90,000 in July 2022, funded by Linda Vista Presbyterian Church). If the balance of the Linda Vista Ministry Fund drops below a level deemed sufficient for reserves by the Budget, Property, & Finance Committee (BPF), the Presbytery may choose to withhold funds from lease income in an amount not to exceed \$10,000 per year to rebuild the fund. Capital improvements regarding the structure or appearance of the property requires the approval of the New ad hoc Committee and Budget, Property & Finance Committee.
6. that Ebenezer Church continue to retain an independent, professional bookkeeper.

7. that San Diego Presbytery authorizes an ad-hoc Committee to remain in force until December 31, 2025 to serve as consultants with Ebenezer and LJPC regarding these or related issues:
 - i) determination of usage schedule (rooms and times)
 - ii) resolution of conflict between lessees
 - iii) addressing property issues involving other parties (neighbors, lessees, government, etc.)
 - iv) recommending capital expenses for repair (see recommendation #5)
 - v) other duties for which BPF is responsible, when so delegated by BPF
 - vi) an annual review of the finances.

Any actions taken shall be reported to the Budget, Property, & Finance Committee. This ad hoc Committee shall report annually to the presbytery in fall 2023 and 2024. In fall 2025, the ad-hoc Committee shall provide the Presbytery with recommendations for future ministry and mission in Linda Vista after a review with Ebenezer Church and La Jolla Presbyterian Church. Such recommendations may include renewal of 2022 recommendations #2 – 7, in whole or in part. Members of this ad hoc Committee shall be appointed by the Moderator in consultation with the Stated Clerk and may include members of the 2022 Linda Vista AC, who are all willing to serve.

8. that lease agreements be signed between San Diego Presbytery (as owner) and Young Nak and Palabra de Vida (and any future users of the property) specifying arrangements for building use and financial considerations (with no rent for Young Nak in view of their history at LV), and that such lease agreements be maintained and updated so as to remain in force.
9. that Cyclical develop a checklist for worshiping communities interested in chartering as a PCUSA congregation in San Diego Presbytery.
10. that the new transitional building use schedule take effect on November 1, 2022, and that the current Administrative Commission be dissolved upon appointment of the ad hoc Committee.
11. that the date of dissolution of the corporation of the Linda Vista Presbyterian Church be extended to a date determined by either Administrative Commission, no later than November 30, 2022.
12. that the current Linda Vista Administrative Commission be dissolved with deep appreciation upon the dissolution of the Linda Vista Presbyterian Church Corporation.

7. The Budget Property and Finance Committee Recommended and the Presbytery Voted:

- Approval of the Presbytery Per Capita increase from \$25.36 to \$27.36.
- Approval of the lease between Fletcher Hill Presbyterian Church and Resolved Church (Attachment E)

8. General Assembly Commissioner from the Presbytery, Delores McNealy, Lyn Lloyd Smith, Sam Codington and Mike Wallman shared their experiences at this year's General Assembly.

Adjournment- The Moderator closed the meeting with a prayer at 5: 31 p.m.

Stated Clerk, Frances Lin

Attachment A

John Denton

Statement of Faith

I believe there is one true, living and active, triune God. Who is the creator of Heaven and Earth. God has mercy on us as displayed in God's love, redemption, and reconciliation with us. God's redemptive work is seen in Christ. God the Father is constantly reorienting us through the work of the Holy Spirit.

Jesus Christ is God's only begotten son. Jesus was born of a virgin, being fully God and fully human; two distinct natures in one person. Jesus lived, died, was buried, and raised from the dead. Jesus died on the cross so that through his suffering, death, and resurrection we may be reconciled with God.

I believe that we are created in God's image. We are sinful by nature because of the actions of Adam and Eve in Eden. Even though we are sinners, we are made right through the death of Jesus Christ on the cross. Jesus saves us from our sins, through his sacrificial death on the cross. Salvation is found in Christ alone. We are saved by the grace of God and God's initiative.

This saving grace is visible outwardly through the administration of the two sacraments. When we take part in the sacraments, we are marked and sealed in the covenant, and reminded that we are saved by Jesus' death. In the act of our one baptism, we are reminded that we belong to God. In our repeated communion we experience the real presence of Jesus; this covenant is sealed as we take the bread and drink the cup. Sacraments are an outward display of God's grace and covenant at work in our lives. Inwardly, sacraments lead us to grow in faith through the work of the Holy Spirit. The Lord's supper reminds us of God's coming kingdom and sends us out into the world to share this promise. These sacraments are rightly administered and upheld in the church.

There is one church and we are the body of Christ. The universal nature of the church brings together a diverse group of people from all nations, in one baptism, to worship the living God. The Holy Spirit leads the church into ministry with Jesus, sending out each congregation to live like Jesus; caring for children, and those in need, in their neighborhoods. The church exists to proclaim the Gospel message of Jesus Christ, and to share God's message of reconciliation with the world; actively living into the fullness of God's Kingdom. God is present in the teaching and preaching of Scripture; Old Testament and New Testament, within the church. Scripture is the authoritative word of God that bears witness to the life-saving ministry of Jesus Christ.

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Through Scripture, God's will is revealed. Therefore, it should be our main source of knowledge and direction. Scripture includes everything that one must know to be saved. Christian life starts with recognizing that God is working within us, and leading us to live a life of faithfulness. It is not our work, but God's. The Christian life is how we respond to God's great love with gratitude and thanks. It is how I constantly recognize God's reconciling work in our lives. Christian life draws us into a community of believers where we can worship God, discern God's word, and it is a reminder of our future hope.

Jesus defeated the powers of sin and delivers us into eternal life. He ascended into heaven with the promise that He will come again. We have salvation in Jesus Christ. This gives me great hope!

Attachment B

Terms of Call for John Denton

Salary and Housing -----	\$90,000
Pension -----	33,300
Study Leave-----	3,000
Other Prof expenses (auto, books etc) -----	1,500
SECA-----	6,885
Auto/Travel-----	500
Total -----	\$135,185

Plus 30 days vacation,
2 weeks Study Leave

Attachment C
CHAPTER ELEVEN
DISCERNMENT & CONGREGATIONAL
VITALITY COMMITTEE

I. Membership

- A. The Discernment and Congregational Vitality (DCV) Committee consists of six (6) members divided into three classes of two each. The Committee is to be balanced as closely as possible to one-half teaching elders and one-half ruling elders.
- B. The Executive Director serves as *ex-officio* on the Committee, without vote.
- C. One (1) member of the Committee shall be *ex-officio* from BP&F.
- D. A quorum is a simple majority of the elected members present.

II. Purpose and Accountability

A. Purpose

The purpose of the Discernment and Congregational Vitality Committee is to:

- 1. Serve as encourager for Presbytery-wide efforts of congregational vitality in life-long discipleship formation and intentional evangelism. The DCV Committee exists to help develop and promote healthy leaders and healthy congregations
- 2. Provide leadership in helping local congregations witness to the sovereign activity of God in the world, so they become communities of faith, hope, love, and witness, and connect to mission opportunities around the world pursuant to *BoO* G-3.0301.
- 3. Provide financial and other resources to congregations and programs that will assist in increasing the health and vitality of the serving and called Pastors or Congregations in the Presbytery.

B. The DCV Committee is directly accountable to, and reports directly to, the Presbytery.

C. The DCV Committee holds stated meetings and may, with due notice, hold special meetings as called by the Chair or by two (2) members of the Committee through its Chair.

III. Duties

In fulfilling its role in discerning the congregational vitality, the Committee:

1. Trains new members of the DCV Committee in requirements and processes of this *Manual*, as they apply to the work of the Committee.
2. Researches PC(USA) resources and other Christian resources on ways to vitalize congregations that are in varying demographic situations.
3. Establishes metrics to measure effectiveness of resources when used in various geographic areas.
4. Encourages, supports and provides opportunities for local congregations that are exploring new ways of “being church” or being neighbors in their community.
5. Provides education, awareness and assistance to congregations seeking guidance in discerning their vitality through the study of demographic research or other methods to identify future ministry and outreach possibilities.
6. Develops a process for congregations seeking to implement either proven or experimental methods to apply for funding assistance grants. Develops a matrix to use in following that process.
7. Identifies and reviews opportunities for vitalization and/or redevelopment grants from the Synod of Southern California and Hawaii (Synod) or General Assembly (GA). Recommend to local congregations and the Presbytery grant opportunities for vitalization of local congregations.
8. Assists local congregations in preparing grant applications; and prepare grant applications to be submitted by the Presbytery. Identifies sources of Presbytery funding or allowable in-kind contributions that are contingent for any specific grant application.
9. Identifies and researches other outside funding sources for evangelism and redevelopment ministries. Such funding is not restricted to entities of the PC(USA)
10. Maintains a record of any grants received from the Synod or GA. Reviews and approves any required periodic progress reports for any monies received under grants.
11. Establishes measures of effectiveness to measure implementation of any grant received from the Presbytery, Synod, GA or any outside grants. Maintains a record the results achieved by each congregation to which a grant was provided.
12. Manages funding allocated by the Presbytery for the purpose of congregational vitality.

- a. Propose to the Budget, Property & Finance (BP&F) Committee an annual vitalization budget. The amount approved by the Presbytery will be spent at the discretion of the DCV Committee as described below
 - b. Coordinate with the BP&F Committee to provide periodic financial reports including performance to budget for Presbytery vitalization funding.
 - c. Prepare a request for each year's Presbytery budget. Report to the Presbytery at each September meeting on grants awarded during the prior year by all sources and results of those grants.
 - d. Evaluate grant requests and determine distribution of Presbytery funds. Such distribution may be through either direct grants to congregations or for providing Presbytery funding to meet in-kind requirements of other grant awarding entities.
 - e. Reviews congregations' requests for funding assistance by the Presbytery. Assesses relative strengths and weaknesses of such grant applications. Awards blocks of grants and provides in-kind funding based on that year's budgeted funds available. (The Committee resolves any conflict of interest in the application approval process)
 - f. Manages the reporting framework for any financial reports required by the Presbytery, Synod, and/or GA.
 - g. Monitors the work of each congregation's use of grants received.
13. Encourages church revitalization by assisting congregations in enhancing outreach ministry into neighborhoods.
 14. Makes recommendations to the Committee on Ministry when vitalization efforts do not prove to be successful.
 15. Make recommendations to the BP&F Committee to consider future property use prior to the dissolution of a congregation.

Attachment D

Recommendations: Linda Vista Administrative Commission 9/20/2022

The Presbytery of San Diego is the owner of the property at 2130 Ulric Street, San Diego, the former home of Linda Vista Presbyterian Church. LVPC held its closing worship service on Sunday, June 12, 2022, after eighty years of faithful service. Three congregations continue to worship on site: Young Nak Presbyterian Church (formerly of the Hanmi Presbytery and currently unaligned), Palabra de Vida Church of God, and Ebenezer Church, a New Worshipping Community of the Presbyterian Church (USA) serving under the umbrella of the Presbytery of San Diego's Cyclical Committee.

We, the Linda Vista Administrative Commission, elected on April 7, 2022, make the following recommendations for ongoing and future use of the Presbytery's property:

1) that the Presbytery of San Diego maintain ownership of the property and continue to engage in ministry and mission in the Linda Vista community.

Rationale: Selling is always an option, but once we sell this property, we will never get it back. There is ministry to be done in the Linda Vista neighborhood; this is an opportunity to honor the legacy of Linda Vista Presbyterian Church and let the Spirit move!

2) that the Presbytery prioritize the ministry and mission of Ebenezer Church on the property as a form of new church development serving the community of Linda Vista with terms to be specified in a lease, while continuing to host worship and other ministries of Young Nak Presbyterian Church and the Palabra de Vida congregation. A schedule for time and building usage for all three congregations has been determined by the Administrative Commission which shall remain in effect for an initial period of three years, subject to review and alteration.

Rationale for prioritizing the ministry and mission of Ebenezer Church:

a) the ongoing ministry and mission of Ebenezer that is creative, committed, and faithful in the service of Christ

b) the location of that ministry and mission in the Linda Vista neighborhood

c) the enthusiastic participation by pastors Noel Musicha and Jeremiah Lester in Cyclical, the Presbytery of San Diego, and in Presbyterian mission in Malawi

d) the opportunity for the Presbytery of San Diego to support a unique outreach in Christ's name, in a neighborhood of need, in partnership with a congregation in our Presbytery that is committed to growing this unique outreach (see recommendation 4).

This is indeed a unique new church development opportunity based in a property already owned by the Presbytery, supported by resources already generated by that property, with gifted and able leadership already in place and a local base of support already developing. Let's see what God can do, building on what God has already done!

3) that the La Jolla Presbyterian Church (LJPC), through its session and mission leaders, serve as partner and mentor to Ebenezer Church during a transitional period of at least three years, under the authority of a new Administrative Commission (as noted in #7 below) and ultimately the Budget, Property, and

Finance Committee of the Presbytery. The Administrative Commission has prepared a list of responsibilities in the areas of property, financial, and institutional maintenance, some of which require approval by representatives of LJPC and others oversight and consultation with LJPC. The list of responsibilities is below.

Rationale: The leadership of Ebenezer Church and La Jolla Presbyterian Church have already built trusting relationships. LJPC can provide guidance and oversight to Ebenezer for the numerous tasks necessary when assuming the management of the Linda Vista property.

4) that the Presbytery pledge the income generated by existing leases of the property (including net rental income for a Verizon cell tower and The Vine Learning Center of about \$84,000 per year, less property tax and property/liability insurance) for a period of three years (renewable) to Ebenezer Church. Such rental income shall be deposited in the Presbytery's "Linda Vista Ministry" fund and paid quarterly to Ebenezer Church (first payment to be made no later than November 1, 2022). This shall be a pledge with the hope that eventually the Ebenezer congregation will become a worshipping community within the Presbyterian family, utilizing these and other funds to serve Christ and neighbor.

Rationale: the income generated by the Linda Vista Presbyterian Church property can and should be applied toward ministry in the Linda Vista community. Doing so provides a solid financial base for this creative new church development without requiring any additional presbytery funds. Our Presbytery should rejoice at this amazing opportunity!

5) that Ebenezer Church perform routine repairs and maintenance to the church property at its expense in lieu of rent. A major repair or renovation of the church property (sanctuary, school, and grounds), in excess of \$5,000 not covered by applicable insurance subject to approval by the Administrative Commission and Budget, Property & Finance Committee will be covered by funds in the Presbytery's Linda Vista Ministry Fund (\$90,000 in July 2022, funded by Linda Vista Presbyterian Church). If the balance of the Linda Vista Ministry Fund drops below a level deemed sufficient for reserves by the Budget, Property, & Finance Committee (BPF), the Presbytery may choose to withhold funds from lease income in an amount not to exceed \$10,000 per year to rebuild the fund. Capital improvements regarding the structure or appearance of the property requires the approval of the Administrative Commission and Budget, Property & Finance Committee.

6) that Ebenezer Church continue to retain an independent, professional bookkeeper.

Rationale: a professional's oversight of financial issues ensures accuracy and compliance while freeing up the church's leadership for ministry tasks.

7) that San Diego Presbytery authorize a new Administrative Commission to remain in force until December 31, 2025 to serve as consultants with Ebenezer and LJPC with authority to act on behalf of the presbytery regarding these or related issues:

- i) determination of usage schedule (rooms and times)
- ii) resolution of conflict between lessees
- iii) addressing property issues involving other parties (neighbors, lessees, government, etc.)
- iv) recommending capital expenses for repair (see recommendation #5)
- v) other duties for which BPF is responsible, when so delegated by BPF
- vi) an annual review of the finances.

Any actions taken shall be reported to the Budget, Property, & Finance Committee. This AC shall report annually to the presbytery in fall 2023 and 2024. In fall 2025, the AC shall provide the Presbytery with recommendations for future ministry and mission in Linda Vista after a review with Ebenezer Church

and La Jolla Presbyterian Church. Such recommendations may include renewal of 2022 recommendations #2 – 7, in whole or in part. Members of this AC shall be appointed by the Moderator in consultation with the Stated Clerk and may include members of the 2022 Linda Vista AC, who are all willing to serve.

Rationale: There may be issues when it would be beneficial for the presbytery to retain a small group acquainted with the situation to consult with all parties, with authority to act on behalf.

8) that lease agreements be signed between San Diego Presbytery (as owner) and Young Nak and Palabra de Vida (and any future users of the property) specifying arrangements for building use and financial considerations (with no rent for Young Nak in view of their history at LV), and that such lease agreements be maintained and updated so as to remain in force.

9) that Cyclical develop a checklist for worshiping communities interested in chartering as a PCUSA congregation in San Diego Presbytery.

10) that the new transitional building use schedule take effect on November 1, 2022, and that the current Administrative Commission be dissolved upon appointment of the new AC.

11) that the date of dissolution of the corporation of the Linda Vista Presbyterian Church be extended to a date determined by either Administrative Commission, no later than November 30, 2022.

12) that the current Linda Vista Administrative Commission be dissolved upon the effective date of the appointment of the new Linda Vista Administrative Commission (recommendation 7).

Chart of Responsibilities

As owner of the property, the Presbytery of San Diego is ultimately responsible for 2130 Ulric Street. The Administrative Commission has sought to find a balance between empowering the ministry of Ebenezer Church in the Linda Vista community and ensuring that the institutional requirements of ministry and property ownership are met and maintained. The Chart of Responsibilities (below) outlines these requirements in detail. The AC proposes to meet those requirements with a team approach:

- 1) Ebenezer Church (EC), through its pastoral leadership and board, will guide the ministry and handle most institutional tasks, often with the oversight and sometimes the direct approval of the support team from La Jolla Presbyterian Church.
- 2) La Jolla Presbyterian Church (LJPC), through its session and mission leaders, has been designated by the Presbytery in recommendation #3 above for oversight over most institutional tasks and direct approval over essential tasks.
- 3) A new administrative commission (LVAC), familiar with the circumstances at Linda Vista will have authority to act on behalf of the presbytery as outlined in recommendation #7 above, so as not to burden the Budget, Property, & Finance Committee with any detailed adjustments that may become necessary as the plan is implemented.
- 4) The Presbytery (SDP), through its staff and Budget, Property & Finance (BPF), has a specific role in a few particular tasks and ultimate responsibility for all property matters.

While this structure may appear complex, many of the identified tasks require only initial or annual attention. The vast majority of the coordination involved is between Ebenezer Church and La Jolla

Presbyterian Church. The new administrative commission will meet as needed to represent the Presbytery, referring necessary matters to Budget, Property & Finance.

Responsibilities marked Approval on the Chart require the active review and assent of the party named.

Responsibilities marked Oversight on the Chart represent areas for consultation with the party named.

CHART OF RESPONSIBILITIES	Responsibility	Approval	Oversight
INSTITUTIONAL			
SDP insurance, property & liability	SDP (BPF)		
Ebenezer insurance, liability	EC	LJPC	
Personnel, policy/financial controls	EC	LJPC	
Personnel, initial setup (payroll, wc)	EC	LJPC	
Personnel, payroll	EC		LJPC
Personnel, workers comp	EC		LJPC
Recordkeeping/minutes	EC		LJPC
Child Protection/Harassment/AntiRacism	EC	LJPC	
PROPERTY			
Collect Rent from leases (Verizon, Vine Palabra de Vida, etc.)	SDP (staff)		
Collect Fees for Church Use (AA, etc.)	EC		
Monthly Utility determination/collection/payment (Vine, EC)	EC		Current LVAC (initial)
Property Tax determination/collection (Verizon, Vine, EC)	EC		Current LVAC (initial); LJPC
Property Tax payment	SDP (staff)		
Property Maintenance, routine	EC		LJPC
Property Maintenance, major	SDP (BPF)		
Property Improvements	EC	LVAC	
Kitchen Compliance with County	EC	LJPC	
Custodial/Gardening	EC		
Initial Leases with PDV, YN, PV	SDP (BPF)		
Maintain Leases with PDV YN	EC	LJPC	
New Leases	EC	SDP (BPF)	LJPC
Insurance compliance of lessees/users	EC	LJPC	
Child Protection lessee-user compliance	EC	LJPC	
Change utilities, contracts to EC	EC	LJPC	
FINANCIAL			
Annual Budget preparation	EC		LJPC
Annual Budget monitoring	EC		LJPC quarterly
Annual Budget, salaries	EC	LJPC	
Annual Financial Review	EC	LJPC	
Retain services of bookkeeper	EC	LJPC	
IRS Filings (quarterly, W-2, 1099)	EC	LJPC initial	LJPC
Expense Payments	EC		LJPC quarterly
Property-Generated Income to EC	SDP quarterly		
File welfare exemption with County	EC Feb 2023	SDP (staff)	
SCHEDULING			
Initial Schedule for 3 churches	Current LVAC		

Revision of Schedule (for 3 yrs)	LVAC		
Weekly & special event schedule	EC		Appeal: LVAC
Communication with 3 churches	EC		
MINISTRY			
Worship, mission, education, etc.	EC		LJPC, SDP

Responsibilities marked Approval require the active review and assent of the party named.

Responsibilities marked Oversight represent areas for consultation with the party named.

Addendum

1) The Linda Vista Presbyterian Church conducted its final worship service on Sunday, June 12, 2022. The church’s history and ministry were celebrated on Saturday, June 11, 2022 at a well-attended reception featuring current and former members, friends, and the sharing of memories, hymns, and refreshments.

2) The following responsibilities of the Administrative Commission have been met:

a) Pastoral care of the congregation and information about opportunities for worship with other Presbyterian churches were provided.

b) Financial status has been reviewed as requested; the substantial balance of funds (\$90,000) has been transferred to the Linda Vista Property Fund of the presbytery, with the remainder to be transferred upon dissolution of the corporation.

c) Session records have been transferred to the Presbytery.

d) The property continues to be secured and utilities, maintenance, and insurance paid by Steve Awe, now on behalf of the Presbytery, with the same commitment as when he served in this capacity for Linda Vista Presbyterian Church. This arrangement will continue until Ebenezer and La Jolla are ready to assume them, no later than the date of dissolution of the corporation on November 30, 2022.

3) The recommendations of the Linda Vista Administrative Commission require the creation of two funds administered by the Presbytery:

Linda Vista Property Fund

Sources: Funds transferred from LV Pres of \$90,000

Uses: Major renovations and repairs.

Information: This will be a ‘fund balance’ account that carries over indefinitely.

Linda Vista Ministry Fund

Sources: Rents received by presbytery from lessees of the property (Vine, Verizon, etc.). Note: rent from some lessees/building users may be paid directly to Ebenezer Church and will not be placed in this account.

Uses:

1. Quarterly disbursements to Ebenezer Church in compliance with the AC report
2. Replenishment of Linda Vista Property Fund in compliance with the AC report

Information: This should be an ‘income/expense’ account that will zero out at end of year.

Members of the Linda Vista Administrative Commission:

Steve Awe, Greg Bostrom, Rob Hanna, Laura Metzger, Jim Rauch

Attachment E



LEASE AGREEMENT (DRAFT)

LESSOR: Fletcher Hills Presbyterian Church of El Cajon (FHPC) PC(USA), a religious non-profit California corporation (and a member congregation of the Presbytery of San Diego), located at 455 Church Way, El Cajon, CA 92020.

LESSEE: The Resolved Church (TRC), a religious non-profit California corporation located at 3609 Mt. Everest Blvd., San Diego, CA 92111

The Lessor and the Lessee individually are a "Party" and collectively are the "Parties" to this Lease Agreement.

PREMISES: Real property owned by the Lessor located at 455 Church Way, El Cajon, CA 92020 ("Property").

PROPERTY, FACILITY, FACILITIES: For the purpose of this Lease Agreement, these words are used to define the real property of the Lessor and its buildings in total "Property", "Facility", "Facilities", and "Campus" as used in this Lease Agreement shall have the same meaning.

I. GENERAL CONDITIONS:

A. Coordination and relationship between parties:

1. To facilitate the success of this Lease Agreement, the parties have mutually agreed to create a Liaison Committee whereby the pastors of both churches will have the mutual responsibility for developing a collegial relationship and have pledged to meet as often as deemed necessary to consult on matters pertaining to areas of concern. Similarly, both pastors have agreed to develop a relationship between the two congregations for mutual growth and enrichment.
2. Nothing contained in this Lease Agreement shall be construed by the Parties or by any third party to create the relationship of principal and agent, partnership, joint venture, or any association between FHPC and TRC either expressed or implied, and neither the method of computation of rent or any other provisions contained in this Lease Agreement nor any acts of the Parties shall be deemed to create any relationship between FHPC and TRC other than the relationship of Lessor and Lessee.

B. Approval by the Presbytery of San Diego:

This Lease Agreement requires prior approval of the Presbytery of San Diego. Any provision hereof disapproved by the Presbytery shall have no further force or effect. Any occupancy of the Premises prior to approval by the Presbytery shall be considered a tenancy at will and shall immediately terminate without further liability to any party if such approval is denied.

C. Definitions:

The parties to this Lease Agreement are the Lessor: **Fletcher Hills Presbyterian Church of El Cajon PC(USA)**, hereafter referred to as "**FHPC**" or "Lessor" and the Lessee: **The Resolved Church** hereafter referred to as "**TRC**" or "Lessee".

II. TERMS OF LEASE:

A. Areas of Use:

FHPC agrees to lease to TRC the areas and rooms for the specified days and times listed in Attachment "A" - Areas of Use Schedule and Drawings.

The use of Sanctuary and Fellowship Hall includes audio-visual, sound, video equipment, piano, and percussion instruments of the Lessor as part of this Lease Agreement. Use of Sanctuary organ is prohibited without prior written consent. The Lessee shall be responsible for the costs associated with the repair or replacement of any damaged equipment through either it's authorized or unauthorized use.

B. Conditions of Use & Duties of the Lessee:

1. Lessee's Materials:

TRC will supply all of their own teaching materials and consumable supplies. TRC shall leave no permanent displays in the rooms.

2. Lessor's Displays and Materials:

Lessor's existing displays and materials shall be left in each room as they are.

3. Damages to Premises or Equipment:

Lessee shall be responsible for any damages to the Premises or equipment therein, caused by Lessee, or its agents, employees, members or invitees, during the agreed time of use. The cost to repair or replace item(s) shall be paid for by the Lessee. The decision to repair or replace a damaged item shall be at the discretion of the Lessor in consultation with consultants qualified to provide estimates for repair or replacement.

4. Cleaning and Maintenance:

- a. All rooms shall be left in a clean, safe, and operable condition. Furniture shall be returned to its original configuration following each use.
- b. Rooms that are used should be left clean.
- c. When Fellowship Hall kitchen is used, all countertop surfaces, floors, sinks, and other items of use shall be cleaned after each use. Trash containers shall be emptied and clean, and new trash bags inserted.

- d. The Lessee agrees that it shall be charged the amount of \$40.00/hr. (1 hour minimum) for any cleaning or reconfiguring required to be performed by the Lessor to render the room(s) in a restored condition allowing for their subsequent use. The Lessor shall have the right to remove any items of personal property stored on the Property or in the rooms of use at the Lessor's discretion for the purpose of maintaining the health and safety of personnel, students, and guests present and using the Property.
5. **Trash Disposal:**
A normal amount of trash shall be placed in the dumpster located in the parking lot at the east side of the campus following each use. The Lessee shall be responsible for the removal of any trash that cannot be placed in the dumpsters regularly maintained by the Lessor for its own use. Any additional cost incurred by the Lessor to remove trash beyond its regularly maintained dumpsters shall be at an additional cost to be reimbursed by the Lessee.
6. **Excluded Areas:**
Lessee's use of the property is limited to the rooms listed under Attachment "A" - Areas of Use Schedule. The Lessee acknowledges that all other areas or rooms of the Lessor are not included in this Lease Agreement and are not to be used by the Lessee, or its agents, employees, members or invitees.
7. **Special Use:**
Use of any spaces and times beyond that stated under Attachment "A" - Areas of Use Schedule must be requested, in writing, at least seven (7) days in advance of the projected need subject to availability and Lessor's approval.
8. **Substitute Accommodations:**
If there should be any conflict as to the priority of use of the above noted spaces when that use is to be made of the Premises by the Lessee, the Lessor's activities shall take precedence. The Lessor agrees that it will attempt to find substitute accommodations for the Lessee's use. If no other accommodations are available, the Lessor will endeavor to notify the Lessee in advance (with approximately two (2) weeks' prior notice) as to the time involved when the Premises will not be available. The Lessee agrees to comply with any such modifications and shall have no recourse of any kind against the Lessor for any claims, damages, or losses caused by the Premises or any room being unavailable at the reserved and scheduled time. Notwithstanding any other provision of this Agreement, the Lessor reserves to itself the sole right to determine the availability and suitability for use of the Premises and will endeavor to provide two (2) weeks' prior notice or a reasonable period of time for the availability of spaces for primary and alternative venues.
9. **Changes to Room:**
The Lessee shall not make any alterations, additions, improvements or install any equipment to the Premises.
10. **Compliance with Applicable Laws, Ordinances, and Regulations:**
The Lessee shall comply with all applicable ordinances in effect during the term or any part thereof regulating the use by the Lessor of the Premises.

11. Personal Property:

Loss, damage, or destruction to any property owned by the Lessee, or its agents, employees, members or invitees shall be the responsibility of the Lessee. The Lessor assumes no responsibility for any such property on the Premises during the period of use or that which is left on the Property.

12. Noise Control:

Due to the Property's location in a residential neighborhood, the Lessee agrees to be respectful of the neighbors and limit the volume of amplified music or other sounds so as not to create a disturbance. Doors shall remain closed during times when amplified music or sound equipment is used.

13. Utilities:

- a. Lessee agrees to pay 20% pro-rata share of all utilities used in and for the Facilities during the term of the Lease. Lessee's pro-rata share shall be subject to re-negotiation six (6) months and twelve (12) after start of lease.
- b. Utilities are defined to include electricity, natural gas, water and sewer and any other service identified by Lessor.
- c. Lessee's pro-rata share of utilities as given above shall be in addition to the Rent amount stipulated in Section G.1 and shall accompany each periodic Rent payment. In addition, Lessee's pro-rata share of utilities shall be governed by the Default conditions of Section E.2.
- d. Lessee shall pay all costs incurred for its own phones and/or phone line services.
- e. Lessee may use existing facility internet Wi-Fi service based on existing coverage and band width. Lessee to pay for additional WI-FI access points or hard-wired connection(s) and equipment if desired.

C. Term of Lease:

The term of the Lease Agreement shall be for twenty (24) months, beginning on October 1, 2022 and shall end on September 30, 2024, unless otherwise terminated pursuant to the terms of this Lease. The two parties shall meet a minimum of one hundred eighty (180) days prior to the end of the initial lease term to discuss the current use and any items of concern. The parties shall review among other things, the sufficiency of the amount(s) charged and the compatibility of the parties' operational activities. It is expected that any issues or incompatibilities of activities will be defined, addressed, and that the Lease Agreement may be modified as required.

D. Renewal of Lease:

The lease may be renewed at the conclusion of the term provided that neither Party is in default under the terms of the Lease Agreement. Either Party, in its sole discretion, may elect not to renew the Lease Agreement beyond the initial term or renewal term by providing the other Party written notice of its intent not to renew a minimum of ninety (90) days prior to the end of the Initial Term or Renewal Term of the Lease Agreement.

E. Termination of Lease and Lessor's Remedies:

This Lease Agreement shall be terminated for any of the following reasons:

1. Non-Renewal:

Upon the expiration of the initial term or any extension term, if not renewed by mutual agreement by the parties or by either party upon

- a. 90 days prior written notice to the other party; or
- b. If destruction has rendered the Premises substantially unfit for use by the Lessee for the purposes of the Lease Agreement.

2. Non-Payment of Rent:

Non-payment of rent or two (2) late payments may be cause for termination of the Lease Agreement by the Lessor and at the Lessor's discretion without recourse by the Lessee.

3. Non-Compliance with Terms of Use:

Failure to comply with the rules and regulations as set forth by the Lessor or noncompliance with the "Terms of Use" or "Facility Use Policy" may be grounds for immediate termination, at the option of the Lessor, prior to the expiration of the lease term, depending upon the severity of the infraction or default.

4. Default of Obligations:

Failure by the Lessee to perform any material duty or obligation arising under the provisions of this Lease Agreement may be cause for termination of the Lease Agreement.

5. Payment by Lessee upon Termination:

Upon termination of this Lease Agreement for any reason, the Lessee shall pay to the Lessor all unpaid amounts that the Lessee might be obligated to pay pursuant to the provisions of this Lease Agreement.

6. Condition of Premises at Expiration or Termination of Lease and Vacation by Lessee:

Lessee agrees to vacate the Premises at the expiration or termination of the Lease Agreement, surrender all keys, and leave the Premises in as good repair and condition as existed at the date of execution of this Lease Agreement, less ordinary wear and tear. "Ordinary wear and tear" shall not include any damage that would have been prevented by good maintenance practices.

7. Lessor's Remedies:

If a default by the Lessee has occurred under this Lease Agreement, the Lessor has the following remedies: .

- a. the Lessor shall have all remedies available pursuant to the California Civil Code Sections 1951.2 and 1951.4.
- b. the right to give the Lessee notice of the Lessor's termination of this Lease Agreement as of the date specified in the notice;
- c. the right to re-enter and repossess the Premises and the right to remove all persons and property from the Premises;

- d. the right to collect from the Lessee by any lawful means:
 1. any unpaid rent due;
 2. any other amounts which the Lessee owes the Lessor under this Lease Agreement; and
 3. any attorney's fees, costs, and expenses recoverable by the Lessor.

F. Hold Over:

If the Lessee, with the Lessor's consent, remains in possession of the Premises after the expiration or termination of the Lease Agreement, such possession by the Lessee shall be deemed to be a month-to-month tenancy, terminable on thirty (30) days prior written notice given by either Party. All provisions of this Lease Agreement except those pertaining to the term shall apply to the month-to-month tenancy. If the Lessee fails to vacate the Premises after notice has been given to do so by the Lessor, the Lessor shall take any necessary legal actions to remove the Lessee and their property without recourse by the Lessee.

G. Rent and Payments:

1. Rent:

Rent for the spaces described under the "Terms of Lease" for the initial term shall be: Seven Thousand Dollars (\$7,000.00) per month payable in advance. All amounts due under this lease are deemed to be rent.

2. Coverage:

Rent shall cover only the Lessee's use of the Premises or land on the Property, except as provided herein.

3. Make Payable to:

All rent, deposits, and payments for any services performed by the Lessor shall be made payable to:

Fletcher Hills Presbyterian Church
455 Church Way
El Cajon, CA 92020

4. Payment Due Date:

Payment shall be received at the FHPC office before the first Sunday of the month and shall become delinquent if not paid by the tenth (10th) day of the month.

5. Late Charge:

Payments received after tenth (10th) day of the month, will be considered delinquent and be subject to a ten percent (10%) late charge.

6. Insufficient Funds:

The Lessor may charge a fee of \$25.00 (twenty-five dollars) for any check delivered by the Lessee which is returned for insufficient funds.

H. Sole Permitted Use:

1. **Appropriate Usage:**

The Lessee shall use and occupy the Premises only for the conduct of religious services, religious classes, and other events as approved by the Lessor which are consistent with and appropriate to the primary purpose of the property as a church facility. The Lessee may not use the Premises for any other purpose without the prior written consent of the Lessor, which may be withheld in Lessor's sole and absolute discretion.

2. **Sub-Lease:**

The Lessee may not sub-lease or rent any portion of the Premises to any other party.

3. **Limited Usage:**

The Lessee is not granted any rights to use other rooms or land on the Property under this Lease Agreement that have not been specifically itemized. All such permitted uses of other Premises or land on the Property shall be subject to a separate agreement between the Parties.

4. **Compliance with PC(USA) Requirements:**

Use of the Premises must always be in compliance with the Constitution of the Presbyterian Church (USA), Book of Order, Form of Government Chapter 4. The Church and Civil Authority, as it may be revised or superseded from time to time. The Book of Order standards shall take precedence in any conflict regarding the use of the Premises under the terms of this Lease Agreement. Lessor warrants and represents that this Lease Agreement, and the use of the Premises permitted by this Lease Agreement, comply with the Book of Order.

5. **Alterations to Premises:**

Lessee shall not make any physical changes to the Premises or use the Premises in a manner that would threaten the tax-exempt status of the Property.

6. **Acceptance of Premises:**

- a. By signing this Lease Agreement, the Lessee acknowledges that they have inspected and are satisfied with the condition of the Premises.
- b. Lessee's assumption of possession of the Premises shall be conclusive evidence of receipt thereof in good order and repair.
- c. Lessee acknowledges that the Lessor has not made any representation as to the condition or state of repair of the Premises, its suitability for any particular purpose, or made any agreement or promises to repair or improve it either before or after execution of this Lease Agreement.

I. Compliance with the Rules and Regulations:

1. **Supervision:**

The Lessee shall comply with and provide sufficient supervision of its agents, employees, members and invitees to assure compliance with the rules and regulations established by the Lessor with respect to the use of the Premises. These regulations include, but are not limited to those regarding smoking, food consumption, sound control, offensive language and actions, and the possession of any illegal drugs, alcohol, firearms or weapons of any kind.

2. Prohibited items:

Prohibited items shall not be brought onto the Property. Such items include, but are not limited to any illegal drugs, alcohol, firearms, or weapons of any kind. Failure to comply with these rules shall be grounds for immediate termination of the Lease Agreement.

3. Harassment and/or Sexual Misconduct Policy:

The Lessor maintains a zero-tolerance policy regarding harassment and/or sexual misconduct in any form against any person. The Lessee agrees to comply with local, state, and federal laws and regulations and failure to do so shall be grounds for immediate termination of the Lease Agreement.

4. Child Protection Policy:

The Lessor maintains a policy for the protection of minors. The Lessee agrees to provide adequate staff or personnel, to supervise and protect any youth under the age of 18, while on the premises and engaged in any Lessee sponsored activities, during the times of use by the Lessee. The Lessee agrees to comply with local, state, and federal laws and regulations, including, but not limited to, California AB 506, and failure to do so shall be grounds for immediate termination of the Lease Agreement.

J. Inspection & Removal of Items:

The Lessee hereby grants to the Lessor, or its agents, the right to inspect the Premises at any time and without notice to the Lessee, and to remove any items of the Lessee that pose a risk to the health and safety of the users of the facility, or its visitors.

K. Parking:

1. The Lessee may use any available parking spaces in the parking lot on the Property.
2. The Lessor shall have priority use of the parking lot during the days and times during which funerals, weddings, or other Lessor approved special events are conducted in or on the Lessor's property.
3. No vehicles are to be parked overnight.
4. Any vehicle parked improperly shall be subject to being towed at the expense of the owner or driver. The Lessee shall indemnify and hold harmless the Lessor for any liability resulting from the towing of any such vehicle.
5. Entry gate is closed and locked at 9:30 PM nightly and unlocked and reopened at 6:00 AM daily, 7 days per week.

L. Storage:

No accommodation for storage of the Lessee's property is included in this Lease Agreement except in rooms designated as Exclusive Use.

M. Signage:

1. A temporary signage board style sign may be placed at the Church Way entrance to the parking lot on Sundays after 1:00 PM. This sign must be removed each day after the Lessee's use of the Premises.
2. Any signage shall be in compliance with local signage ordinances, approved by the Lessor, and maintained in good condition.
3. No temporary signs shall obstruct any signs installed by the Lessor.

N. Security and Key Assignment:

1. Three (3) sets of keys shall be loaned to the Lessee.
2. Those to whom keys have been assigned shall be responsible for the opening, set-up and lock-up of all buildings and rooms before and after their use by the Lessee.
3. Keys are not to be duplicated, circulated, or loaned to others.
4. All rooms are to be locked no later than fifteen (15) minutes following the conclusion of use. Failure to secure rooms or buildings may be subject to a fifty-dollar (\$50.00) fine per occurrence.
5. Lost or stolen keys requiring the re-keying of any door or building shall be at the expense of the Lessee.
6. The Lessee is aware that the Premises is under random security patrol and shall make all associated personnel aware of this.

O. Privacy:

Individuals using the Premises shall have a reasonable expectation of privacy. No photographs, publication of names, or digital uploading or posting of any images are permitted on the Property without the express written permission of the individual (if an adult) or parent or legal guardian (if a minor). This rule also applies to children, and no names or images of minors shall be made public by any means without the express written permission of the parent or legal guardian.

P. Reporting of Injuries and Damage:

The Lessee shall immediately notify the Lessor of any of the following:

- a. injuries requiring medical attention
- b. any damage to or malfunction of any equipment located on the Premises and/or
- c. any other condition that may affect the safe and orderly operation of the Premises.

Q. Notification(s):

All notifications shall be in writing and delivered to the other party in person or by overnight mail.

III. INSURANCE:

A. General Insurance Requirements:

1. Commencing within ten (10) days after the execution of this Lease Agreement and continuing throughout the entire term of this Lease Agreement and any extension term or terms thereof, the Lessee shall at their sole cost and expense, procure and maintain in full force and effect an insurance policy or policies protecting the Lessee and the Lessor and its respective directors, officers, employees, visitors, etc. against any loss, liability, or expense whatsoever from personal injury, theft, death, property damage, or otherwise, arising out of or occurring by reason of the Lessee and /or their authorized personnel's use of the Premises. The insurance required by this paragraph shall expressly cover claims based on property damage, and personal injury.
2. Fletcher Hills Presbyterian Church and the Presbytery of San Diego shall each be named as an additional insured in such policy or policies of insurance and the Lessee shall execute a waiver of subrogation in favor of Fletcher Hills Presbyterian Church and the Presbytery of San Diego for any insurance policies required by this Lease Agreement.
3. Such policy or policies of insurance shall be written by an insurance company acceptable to the Lessor and shall include Commercial General Liability Insurance coverage and any other such insurance as may be required by law in the State of California.
4. The insurance afforded by the policy or policies of insurance described above shall not be limited in any way by reason of any insurance that may be maintained by the Lessor.
5. All such insurance shall ensure the performance by the Lessee of the indemnity provisions of this Lease Agreement.
6. Lessee shall provide Lessor with a certificate of insurance that complies with the requirements of the Lease within ten (10) days after the execution of this Lease Agreement. Lessor shall not be required to tender possession to Lessee until Lessee provides said certificate of insurance to Lessor.
7. The Lessee shall agree that its insurance policies will provide to the Lessor, written notice of cancellation of insurance or changes in the policies no later than thirty (30) days before the effective date of such event.
8. Lessee agrees if it does not keep such insurance in full force and effect, the Lessor may obtain the necessary insurance and pay the premium, and reimbursement shall be deemed to be Additional Rent. The Lessee shall also maintain insurance, at its own cost, for any of its personal property located or in use on the Premises.

B. Mandatory and Optional Policy Requirements:

The Lessee shall, at its sole expense, purchase and keep in force during the term of the Lease Agreement the following:

1. Commercial General Liability Insurance (mandatory)

Note: This insurance shall include the following areas of coverage:

a. Bodily Injury

The Lessee shall obtain and keep in force during the term of this Lease, a policy of Commercial General Liability insurance covering Bodily Injury insuring the Lessor, Lessee, and the Presbytery of San Diego against any liability arising out of the use, occupancy, or maintenance of the Premises by the Lessee, its officers, employees, agents, visitors or program participants. Such insurance shall be in amounts of not less than:

- i. \$1,000,000.00 (one million dollars) for bodily injury to or death of one or more persons in any one accident or occurrence.
- ii. \$3,000,000.00 (three million dollars) aggregate.

b. Property Damage (including fire and legal liability)

Lessee agrees to procure and maintain throughout the term of this Lease Agreement, a policy of Commercial General Liability insurance covering the Premises for property damage insuring the Lessor against any liability arising out the use or occupancy of the Premises under the terms of this Lease Agreement. Such insurance shall also protect the Lessor from any actions of or to any third party associated in any way with the Lessee. Such insurance shall be in amounts of not less than:

- i. \$1,000,000.00 (one million dollars) for property damage in any one occurrence.
- ii. \$3,000,000.00 (three million dollars) aggregate.

c. Medical Expense

Lessee agrees to procure and maintain throughout the term of this Lease Agreement, a policy of Commercial General Liability insurance which includes Medical Expense coverage insuring the Lessor against any liability arising out the use or occupancy of the Premises under the terms of this Lease Agreement. Such insurance shall also protect the Lessor from any actions of or to any third party associated in any way to the Lessee. Such insurance shall be in amounts of not less than:

- i. \$10,000.00 (ten thousand dollars) for medical expenses for any one person in any one occurrence/aggregate.

d. Products (if applicable)

Lessee agrees to procure and maintain throughout the term of this Lease Agreement, a policy of Commercial General Liability insurance which includes coverage for Products supplied by the Lessee insuring the Lessor against any liability arising out the use or occupancy of the Premises under the terms of this Lease Agreement. Such insurance shall also protect the Lessor from any

actions of or to any third party associated in any way to the Lessee. Such insurance shall be in amounts of not less than:

- i. \$3,000,000.00 (three million dollars) for Products — Comp/Op Agg for expenses arising out of the use of same for any one person in any one occurrence/aggregate.

2. Sexual Acts/Sexual Misconduct Liability Insurance (mandatory)

The Lessee shall, at its sole expense, purchase and keep in force during the term of the Lease Agreement a Sexual Acts/Sexual Misconduct Liability policy insuring the Lessor against any liability arising out of the use or occupancy of the Premises under the terms of this Lease Agreement. This policy shall protect the Lessor and Lessee against any and all claims of sexual misconduct, sexual harassment, or failure to provide supervision of minors or of a registered sex offender, including any actions of or to any third party associated in any way to the Lessee. Such insurance shall be in the amount of not less than:

- a. \$500,000.00 (five hundred thousand dollars) for sexual misconduct or harassment against any one person in any one occurrence.
- b. \$500,000.00 (five hundred thousand dollars) aggregate.

3. Workman's Compensation Insurance and/or Employment Practices Liability Insurance (if applicable and optional):

The Lessee shall provide Worker's Compensation insurance in an amount that complies with statutory limits in the State of California for all personnel using the Premises for or on behalf of the Lessee who are employees of the Lessee, and the Lessee shall pay, and be solely responsible for the payment of all social security, Federal, and State unemployment taxes, and any similar payroll taxes relating to such employees, if applicable. Similarly, employment practices and/or professional liability insurance may be obtained by the Lessee at their option if such insurance is applicable.

C. Evidence of Insurance:

The Lessee shall furnish to the Lessor evidence showing compliance with the provisions of the insurance requirement, specifically a Certificate of Insurance, listing Fletcher Hills Presbyterian Church and the Presbytery of San Diego as additional insureds. Evidence of insurance shall include a statement that the policy or policies may not be cancelled or altered without at least thirty (30) days prior written notice to the Lessor. The Lessee shall, throughout the term of this Lease Agreement and any extension term thereof, provide the Lessor with such information regarding the insurance required by the provisions of this Lease Agreement, as the Lessor might request from time to time.

D. Limitation on Liability:

The Lessor is not liable for any indirect, incidental, special, or consequential damages of any nature whatsoever, whether in an action in contract or tort or based on a warranty, even if the Lessor has been advised of the possibility of such damages arising. The Lessor's liability for damages under the provisions of this Lease Agreement shall not

exceed the amounts of one month of fees actually paid by the Lessee for use of the Premises and/or otherwise pursuant to the provisions of this Lease Agreement. The Lessor makes no representations or warranties, whether expressed or implied, with respect to the services rendered and the Premises provided for the Lessee's use under the provisions of this Lease Agreement, including without limitation any warranties of the fitness of the Premises for a particular purpose.

E. Indemnification:

1. Except for willful misconduct or grossly negligent acts or omissions of the Lessor or its agents or employees, the Lessee shall, to the fullest extent provided by law, defend, indemnify, and hold harmless the Lessor from and against any and all claims, losses, actions, damages, liabilities, and expenses (including reasonable attorney's fees) that:
 - a. Arise from or are in connection with the Lessee's use, maintenance, or control of the Premises, or any portion of the Premises;
 - b. Arise from or are in connection with any willful or negligent act or omission of the Lessee, it's associated personnel, or any of the respective agents, employees, members, guests, service providers, creditors, or invitees;
 - c. Result from any default, breach, violation, or nonperformance of the Lessee arising under the provisions of the Lease Agreement; and/or
 - d. Arise from any injury or death to persons or damage to property sustained on or about the Leased Premises.
2. The Lessee's obligations under this section specifically extend to any actions, orders, penalties, or enforcement procedures brought by, or on behalf of any governmental agency or unit connected with the personal property of the Lessee, including equipment and materials stored or otherwise present at the Facility. The Lessee's obligations to indemnify the Lessor under the provisions of the paragraph shall survive the termination of the Lease Agreement.
3. The Lessee on behalf of the Lessee and its agents, employees, members and invitees now and forever releases and discharges the Lessor and its attorneys, insurers, brokers, principals, officers, directors, partners, agents, employees and contractors, and whoever else may be liable , from any and all claims, liabilities, damages, and causes of action of any nature, including but not limited to those for personal injury, death, and/or property damage, that in any manner arise from or are related to the Lessee's use of the Premises pursuant to the provisions of this Lease Agreement.
4. The release provided by the Lessee under the provisions of this the paragraph extends to and includes any and all claims, liabilities, injuries, damages, and causes of action that the parties do not presently anticipate, know, or suspect to exist, but which may develop, accrue, or be discovered in the future.

The Lessee expressly waives all rights under California Civil Code Section 1542, which provides:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her must have materially affected his or her settlement with the debtor or released party.

5. The Lessee represents and warrants that the Lessee has considered the possibility that claims, liabilities, injuries, damages, and causes of action that the Lessee does not presently know or suspect to exist in its favor may develop, accrue, or be discovered in the future and voluntarily assumes that risk as part of the consideration for the Lease Agreement.
6. The Lessee shall use reasonable means to safeguard the well-being and security of its agents, employees, members and invitees, and associate personnel while on the Premises.

IV. DISPUTE RESOLUTION:

A. Mediation:

1. As a first means of resolving any disputes which may occur during the term of this Lease Agreement, the parties agree to pursue alternate means of dispute resolution in an effort to avoid litigation and court proceedings.
2. Mediation shall be the first method used to resolve any disputes arising out of this Lease Agreement. Mediation is a process whereby a neutral third person encourages and facilitates the resolution of a dispute between the parties in an informal proceeding.
3. Except for any claim relating to the Tenant's default in the payment of rent, or any default that presents a health and safety issue, the Lessor and Lessee agree to submit any and all other claims, controversies and disputes between the Lessor and Lessee arising out of or relating to the Premises, this Lease or the parties' performances due hereunder to mediation pursuant to the mediation rules contained in applicable California Statutes and California Rules of Civil Procedure prior to demanding arbitration. The Lessor and Lessee agree to maintain all communications made at such mediation in the strictest confidence between themselves and their counsel, unless otherwise required to disclose same pursuant to applicable law. The mediator for any such mediation shall be a California certified circuit-civil mediator and also Board Certified by the California State Bar in Business Litigation or Real Estate Law. The mediation shall be conducted within thirty (30) days from the date any such claim, controversy or dispute that is declared in writing to exist by any party to the opposing party.

B. Arbitration:

1. If mediation is unsuccessful and does not result in a resolution, the parties may then proceed to binding arbitration to expedite the determination of the dispute with a panel of arbitrators with specialized knowledge in the subject matter of the contract or the type of property under the Lease Agreement.
2. Where a default has been declared in writing in accordance with the terms of this Lease Agreement and where the declaration of default is contested in writing within ten (10) days from the declaration of default, the parties agree that any and all other claims, controversies and disputes between them arising out of or relating to the declaration of default and the contest of default shall be resolved by binding arbitration administered by and in accordance with the commercial rules of the American

Arbitration Association, and any court of competent jurisdiction shall enter final judgment on any such final award rendered by the arbitrators.

3. Arbitration proceeding shall be conducted by a panel of three (3) neutral and impartial arbitrators. Said panel shall be comprised of arbitrators with the following minimum qualifications:
 - a. One arbitrator, who shall be the chairperson of the panel, shall be Board Certified by the California State Bar in Business Litigation;
 - b. One arbitrator shall be Board Certified by the California State Bar in Real Estate Law;
and
 - c. One arbitrator shall be a non-lawyer commercial real estate broker with at least fifteen (15) consecutive years of licensure in the state of California as a real estate broker.
4. All defenses and claims which would otherwise be available to the parties in any court proceeding, except for class actions, shall be available in arbitration.
5. The arbitration proceeding shall be conducted in the county in which the Premises are located no sooner than sixty (60) days and no later than one-hundred twenty (120) days after any written demand for arbitration is served upon the respondent for the proceeding.

C. Litigation:

1. The Parties to this Lease Agreement agree that all other means of dispute resolution shall be undertaken before instituting litigation. Litigation shall be the last means of resolving any disputes arising out of this Lease Agreement and is to be avoided if possible.

D. Attorney's Fees:

1. In the event of any legal action, cause of action, or other proceeding, including arbitration, and any appeal therefrom, is brought by either Party against the other under this Lease Agreement, the prevailing Party shall be entitled to recover reasonable attorney's fees along with all costs (including expert witness fees), fees and expenses incurred therein.

V. GENERAL TERMS

A. Entire Lease Agreement, Amendment, or Modification:

1. This Lease Agreement constitutes the entire agreement of the parties with respect to the subject matter of this Lease Agreement and shall not be modified or amended in any respect except by a written instrument executed by the Lessee and Lessor. The Lease Agreement replaces and supersedes all prior written or oral agreements by and between the parties to this Lease Agreement.

B. Jurisdiction:

1. This Lease Agreement shall be construed and enforced in accordance with the laws of the State of California and subject matter, personal jurisdiction, and venue shall be in San Diego County, California.
2. If any term or provision of this Lease Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Lease Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

C. Severability:

1. If any provision of the Lease Agreement is determined by any court of competent jurisdiction or arbitrator to be invalid, illegal, or unenforceable, that provision shall be deemed to be severed from this Lease Agreement and the remaining provisions of this Lease Agreement shall remain in full force and effect.

D. Successors and Assigns:

1. This Lease Agreement shall be binding on and inure to the benefit of the parties and their heirs, personal representatives, and permitted successors and assigns. The Lessee shall not assign any obligation under this Lease Agreement to any third party without written consent of the Lessor. The Lessee shall not allow any third party not associated with the Lessee or the Lessor to have access to or to use the Premises.

E. Additional Acts:

1. The parties to this Lease Agreement shall promptly execute and deliver any additional documents, instruments, notices, and other assurances, and shall do any other acts and things, reasonably necessary in connection the performance of their respective obligations under the provisions of the Lease Agreement and to carry out the intent of the parties.

F. Authority:

1. Each party to this Lease Agreement warrants to the other party that the individual executing this Lease on behalf of such party has the capacity and authority to enter into this Lease Agreement on its behalf.

G. Titles and Headings:

1. The paragraph titles and headings contained in this Lease Agreement are inserted as a matter of convenience and for ease of reference only and shall be disregarded for all other purposes, including the construction or enforcement of the Lease Agreement or any of its provisions.

H. Benefit of Parties:

1. This Lease Agreement is made solely for the benefit of the parties to this Lease Agreement and their respective permitted successors and assigns, and no other person or entity shall have or acquire any rights by virtue of this Lease Agreement.

I. Non-Profit Use

1. Lessor and Lessee acknowledge and affirm (i) that both Lessor and Lessee are nonprofit entities, (ii) that both are exempt from taxation under IRC 501 (c)(3), (iii) that the use of the leased property has been and will remain during the lease term for nonprofit purposes only, and (iv) that the rent payable under the lease has been established to reflect the savings from the exemption from taxation of both Lessor and Lessee.

J. Real Property Taxes

1. Lessor and Lessee are non-profit, tax-exempt organizations and are eligible for an exemption from real property taxes. Lessor and Lessee shall use their best efforts to obtain and maintain tax exempt status for the Premises during the Lease Term. Any property taxes applied to the Premises based on actions taken by Lessee and participants in its programs and its affiliates shall be paid fully by the Lessee on a timely basis.

K. Notices:

1. Any notice required under this Lease Agreement must be in writing and shall be deemed to have been sufficiently communicated when (a) personally delivered; or (b) on the second (2nd) business day after mailing by overnight delivery, postage prepaid:

To Lessor addressed:
Clerk of Session
Fletcher Hills Presbyterian Church
455 Church Way
El Cajon, CA. 92020

To Lessee addressed:
The Resolved Church
3609 Mt. Everest Blvd.
San Diego, CA 92111

L. Modification:

1. This Lease Agreement may not be modified except in a written form signed by each of the parties.

M. Review by Counsel:

1. Each party to this Lease Agreement warrants that they have had the opportunity to consult with an attorney of that party's own choosing regarding the provisions of this Lease Agreement.

N. Lease Agreement Attachments:

Attachment A – Areas **and Schedule** of Use

VI. SIGNATURES

The parties agree to the Terms and Conditions of this Lease Agreement on this _____ day of _____ 2022 and represent that they have full authority in which to be bound by the same terms and conditions.

This Lease Agreement shall become effective on the date the last signature is affixed below.

FLETCHER HILLS PRESBYTERIAN CHURCH of EL CAJON
A California Nonprofit Corporation

By: _____

Date: _____

Print Name: _____

Title: Chair, Board of Trustees

THE RESOLVED CHURCH
A California Nonprofit Corporation

By: _____

Date: _____

Print Name: _____

Title: _____



**Attachment A – Areas and Schedule of Use
to
Lease Agreement with The Resolved Church**

Exclusive Use Space (Available 7 days a week / **6:00 AM – 9:00 PM**)

- Sanctuary Bldg. Music Director's Office (for Pastor's Office)
- Sanctuary Bldg. Music Practice Room (for Instrument & AV Storage)
- Multi-Purpose Bldg. Room CC 3 (for Baby room for infants & toddlers)

Shared Use Space (Available every Sunday / **1:00 PM to 6:00 PM**)

- Sanctuary Bldg. Sanctuary, Narthex, Sacristy (for Worship Services)
- Sanctuary Bldg. Choir Practice Room (for Children's Choir Rehearsal)
- Sanctuary Bldg. Sacristy / Choir M & W Restrooms
- Sanctuary Bldg. / Lower Level Room F2 & F3 (for Children's CE)
- Sanctuary Bldg. / Lower Level Outside Lawn (for Children's Playground / Ground cover & equipment provided by TRC)
- Administration Bldg. Patio M & W Restrooms
- Multi-Purpose Bldg. Chapel (for Adult Theology class)
- Multi-Purpose Bldg. Calvin Center M & W Restrooms
- Outdoor Patio / Courtyard

Occasional Use Space (Available one Sunday a Month as Scheduled / **5:00 PM to 8:00 PM**)

- Sanctuary Bldg. / Lower Level Fellowship Hall & Kitchen (for monthly post service dinner)
- Sanctuary Bldg. / Lower Level Fellowship Hall M & W Restrooms

Occasional Use Space (per Availability and Schedule)

- Multi-Purpose Bldg. Calvin Center Meeting Room

Church Season Use (Mutually agreeable Availability and Scheduling of Areas listed above)

- Ash Wednesday / Maundy Thursday / Good Friday
- Thanksgiving Eve / Thanksgiving Day
- Christmas Eve / Christmas Day

Special Use Events (per Availability and Scheduling of Areas listed above)

- Weddings at additional cost
- Funeral and Memorial Services included for Church Members
- Funeral and Memorial Services at additional cost for Non-Church Members

Excluded Buildings and Spaces

- Administration Bldg. CE / Preschool Bldg.
- Calvin Center Nursery Youth Center

< < < End of Attachment A – Area of Use > > >

Initial – Fletcher Hills Presbyterian Church _____/The Resolved Church _____

Attachment F

Commissioners' Reports

The 225th General Assembly of PC(USA), Louisville, Kentucky June 17th-July 9th, 2022

Theme: From Lament to Hope

Scripture: Hebrews 11:1. "Now faith is the assurance of things hoped for, the conviction of things not seen."

Preparatory Work for Delegates

From January onwards we received emails laying out the route to GA. There was much to learn. This included juggling phones, iPads and computers, and the task of mastering the webpages and apps, MyGA, PC-Biz, GA Connections, Session Sync. These were all needed to participate in sessions and complete business, both in committee and plenary stages.

Committee Stage

This was a complicated affair where the committees met in person in three separate time frames. My committee assignment was Mid Councils, dealing with overtures concerning the many-faceted relationships between synods and presbyteries, their staff, elders, and volunteers. We met in Louisville from June 17th to 23rd. We did not have any very controversial business, nevertheless the motions provoked much discussion. I loved seeing the working of the committee, how everyone had a chance to speak, how differences were resolved. Mid Council Committee was in Louisville for the first plenary session so attended the opening worship service and the election of the new co-moderators, the Rev. Ruth Santana-Grace and the Rev. Shavon Starling-Louis. We also participated in the Juneteenth Service in the chapel in the Presbyterian Center, a memorable experience.

While there were a few technical hiccups at the beginning of the committee meetings, professionals were on hand to help us out and all ran smoothly.

Online Plenary Sessions

This was an intense 5 days of Zoom from the 5th to 9th July. It was difficult online to create the same sense of community that we had experienced in committee.

The co-moderators did their best to cheer everyone along but the very nature of Zoom limits atmosphere and conversation.

A number of issues were controversial, and some felt that there was not sufficient time for consideration before the votes were taken. Here is the link to the decisions which you may review online; we will each of us have our own views on the benefit or otherwise of these votes:https://www.pcusa.org/site_media/media/uploads/oga/pdf/ga225_summary_report_bulletin_2.pdf

Much discussion took place over how the 2024 General Assembly would be structured. It was decided that this would be the reverse of 2022 with committees online and plenaries meeting in person.

The Highlights

Discussion and engagement with interesting people after our long Covid famine.

Beautiful worship services and deep spiritual experience, on site and online.

The sense that, despite differences, everything was done "decently and in order."

Thank you for the privilege of serving as your representative, it was a great pleasure.

Lyn Lloyd Smith

The 225th General Assembly of the Presbyterian Church (USA):
Commissioner's Report to Presbytery

The Assembly was held with a hybrid format, in person and online, from June 18th through July 9th. For the first two weeks, seventeen committees rotated meeting in-person in Louisville, Kentucky. For the third week, commissioners gathered on Zoom for the plenary sessions.

I served on the Health, Safety, and Benefits committee, which reviewed, discussed, and voted on resolutions and overtures focusing on four areas: paid family medical leave for pastors, sexual misconduct prevention, reproductive justice, and mental health.

It was an honor and gift to participate in the 225th General Assembly. This was my first time attending the Assembly. I met so many precious people from across the country who claim the Presbyterian Church as their spiritual home. During my in-person committee meetings, I met and shared lunch with people from Pittsburgh, Detroit, New York City, rural Illinois, Washington D.C., Atlanta, Olympia, and Austin. While the gatherings were business oriented, it felt almost like a family reunion. I was also happy to reconnect with old friends from the east coast.

The deliberations were sometimes palpably intense, especially as we listened to advocates presenting on sexual misconduct prevention. I am grateful for processes that center voices whose experiences are often and deliberately silenced.

There have been many headlines declaring that the PC(USA) is in decline and on the verge of extinction. That is not what I witnessed this summer. I witnessed a national denomination (the people!) seeking to meet the moment that we are in, with all of its challenges and possibilities.

Yes, the denomination is making structural adjustments for lower numbers of membership, but that is hardly a metric for determining vibrancy. The denomination's commitment to supporting the vulnerable and standing with the marginalized gives me hope because that is what I believe Jesus has always been about.

As the church, we are not called to be the fanciest or the trendiest or the largest. We are called to walk with Jesus, and there is no guess work about where he walks. He walks with "the least of these."

With gratitude,
Sam Codington

225 General Assembly Report
Mike Wallman Teaching Elder Commissioner from San Diego Presbytery
June 19-July 9, 2022

Thank you to San Diego Presbytery for electing me to represent you at the 225 GA. The theme of GA was again: "*Lament to Hope*" as it was for the 224 GA. There was much lament i.e., Racial injustice and Covid 19 restrictions causing us to meet on Zoom and PC-Biz for the plenaries instead of in Louisville, KY. However, the committees met together in person at the PCUSA center with all the mask and vaccinated protocols required.

I was assigned to the Immigration Committee which met in the third group of committee meetings in Louisville. The first day of our meeting was very sad because of the news that over 50 migrants were found dead locked in a semitrailer in Texas. We lamented and prayed during a very relevant moment concerning the dangers and vulnerabilities of immigrants. We agreed that no matter the political causes for so many immigrants coming to the United States, the fact that they are people here who are loved of God, in need of mercy, compassion, and care, the PCUSA is ready to help. The motions we passed onto the floor of GA were action initiatives to help with the complex laws and issues immigrants are faced with to find asylum from what they left behind. The details of these actions can be found on the PCUSA website at PCUSA.org and search for GA news.

The plenary meetings were all held on Zoom. Like the 224 GA during the beginnings of the Covid pandemic lock down, this mode of meeting was far less than desirable. Much of the 224th GA motions were deferred to the 225th GA resulting in a larger agenda for the commissioners to address. Most of the motions were passed in a consent agenda format without much discussion. The more controversial issues to name a few, designating the state of Israel as an "apartheid" state, the unification of the Office of the General Assembly (OGA) and the Presbyterian Mission Agency (PMA) into a single agency, racial and gun violence referendums, or the calling of all PCUSA congregations to be Sanctuary churches, were addressed and debated quickly because the short time allowed to cover all that was planned. This process was frustrating due to the Zoom format and delay of questions posted and time it took to vote. Again, a summary of the actions taken can be found on the PCUSA website. The result is that the Presbyteries will have somewhere around 35 actions to ratify over the next year.

I believe that the networking and in-person connections necessary for a GA process to work well were once again missed because of the remote meeting method employed. There were no opportunities for any of the agencies the PCUSA support to interpret their mission and ministries well if at all. Nevertheless, there were glimmers of God's presence and actions. I hope that the GA's of the future will return to a gathering of all commissioners together for the duration.

While your commissioners attended at different times, we were all present together on Zoom at the plenaries. It was a great team to work with as we communicated during the meeting through text messages encouraging one another and praying together. I would be glad to discuss or answer any questions to the best of my knowledge if you would like to contact me at pastorwallman@gmail.com.

Blessings in Christ,
Mike Wallman
Delores McNeely
Christ United Presbyterian Church
Session Clerk

225th General Assembly Report

June 17th - July 2nd, 2022 - Louisville, Kentucky

Presbytery (U.S.A.)

I feel honored and privileged to have been selected to attend the 225th General Assembly in Louisville, Kentucky - the headquarters for The Presbytery (U.S.A.) The Lord allowed me to be able to see and understand the “Presbyterian Way” of following The Book of Order for the People of God. The many witnesses of God present allowed me to be a part of his grace and mercies. Those of us who attended had 6-7 (or more) straight days of answering a call of God to assist with helping give back to the Lord who has provided us with strength and good fortune. I wasn’t sure what exactly to expect; however, I left inspired, more dedicated and willing to the work of the church, and ready during this session to tackle the many items of business set before us as Commissioners and Advisory Delegates at this Assembly. I was reminded of how orderly, thoughtful, respectful, and understanding of God’s work we Presbyterians are.

Prior to attending the General Assembly, we were set up with on-line accounts, we accessed special training materials, we were required to review (via ZOOM meetings) tutorials and orientation videos to familiarize ourselves with the Items of Business and their legislative history we would be responsible for (this meeting was very High Tech!). Our orientation included using and bringing our own technical devices (IPads, Laptops, iPhones, earphones) to utilize PC-Biz on the General Assembly website to access all training and information materials to be able to participate, and understand how to vote on topics to be discussed. I was assigned to the (ROD) Rules of Disciple Committee (16 other committees-meeting over 4 weeks). We were responsible for reviewing Amendments (changes) to the Book of Order Section D primarily focusing on creating a resource guide for dealing with allegations of sexual misconduct, information for survivors of sexual misconduct, time limits for filing allegations, etc. Our 7 amendments came primarily from the Rules of Discipline Task Force who have been working on these business items for 5 or so years. During our discussions, we were provided with recommendations, rationale, and advice from the Advisory Committee on the Constitution (ACC). At the conclusion of full discussion in our working sessions, the process was clear - a motion was made, seconded, with allowance for discussion, and then an electronic vote was taken of us, with results to be presented to the Assembly. This process was very intriguing because I enjoy working with understanding, process, and order.

We were also asked to participate with a Gift Project where we were asked to bring items for hygiene kits to donate to the Ferncliff Disaster Relief Center in Arkansas which partners with Presbyterian Disaster Assistance. Items will distributed to persons experiencing any kind of natural disaster. I brought items to donate.

Presbyterian Facts I was reminded of:

Presbytery originated in the 16th Century (Europe -Scotland/Ireland/England/France)
1700’s - Philadelphia in US

Division split in 1800's to Presbytery USA (more liberal); Presbytery - PCA (more conservative positions)

75 Million Members Worldwide

1.2 Million Active Members in US, approximately 8,800 Congregations

Opening Worship - Hybrid Worship - June 18th, 2022

Our worship service began with a welcome, and invitation worship. We sang *Great Is Thy Faithfulness*, participated with a Call to Recognition, and scripture readings. Other songs included *I Love the Lord, Who Heard My Cry, Come to the Table* (Communion), and *Come Bear Witness*. The Sermon - From Religiosity to Righteousness was delivered by Rev. Gregory Bentley, Co-Moderator of the 224th General Assembly.

After the worship service, we participated in three Plenary Sessions which concluded at approximately 10pm. We participated with Standing Rule Changes, Appropriate Conduct Training, Docket Approval, Communion, Commissioner & Advisory Delegate Orientation, the Stated Clerk's Report, a Budget Presentation, Moderator Elections, Test Votes, etc.

Juneteenth - Hybrid Worship - June 19th, 2022

Our worship service began with a Mayoral Greeting and an invitation to worship. Songs included *Holy, Holy, Holy! Lord God Almighty!*; Call to Proclamation, Assurance of Remembrance, and the Juneteenth Sermon led by the Rev. Dr. J. Herbert Nelson II, Stated Clerk of the General Assembly of the /Presbyterian Church (U.S.A.). (Our Pastor Nathan Byrd was Rev. Nelson's Associate Pastor at Saint James Presbyterian Church in Greensboro, North Carolina.) The service ended with the Benediction and Charge given by Rev. Nelson, and with the singing of *Lift Voice and Sing*.

We were all encouraged to participate with Juneteenth activities throughout the City of Louisville during the day. San Diego Moderator Lyn Lloyd-Smith and I attended a Juneteenth event near our hotel.

As a conclusion to my report: We had a lot of business responsibilities before us, important decisions that we were called upon to discern as we continued to seek to faithfully serve our church. We all said yes to this significant role in helping to guide and shape the wider body of the PC (USA). I was encouraged, challenged, and held in God's grace, believing that God inspires, speaks, moves, and sends us in a variety of ways.

To God be the Glory - thank you again, for this wonderful opportunity.

The first General Assembly I attended was actually in Richmond (2004) but I have no recollection since I was only one year old. The most impactful impressions of GA began when I attended the 220th General Assembly (2012) in Pittsburgh with my family. Back then, I was only familiar with my congregation at a small church in New Jersey. I was amazed seeing the large crowds of Presbyterians fill the convention center. I was blessed to witness the moderator and vice-moderator election up close, hear advisory delegates and commissioners ask questions and voice their opinions, explore the vast exhibit hall with all of the different ministries and information tables, and meet incredible people doing extraordinary things for the church. After experiencing the 220th GA, I looked forward to attending future General Assemblies. I accompanied my father to various events at the 221st (2014) and 222nd General Assemblies (2016) and my appreciation for the work of the national church only increased. In fact, it sparked my desire to participate in a future General Assembly. I continued to make new connections with people from around the denomination and learn church polity.

One of the things that struck me was the role that YAADs played at General Assembly; they spoke with such passion, whether in plenary or in their social gatherings. My father and I once visited a YAAD gathering where a Q&A session took place, YAADs asked thoughtful questions and voiced concerns to my father about the future of the church. Throughout the conversation, I could tell everyone in the room cared about each other, the church, and their common faith in God. Most importantly, I felt a deep sense of community among the YAADs. I knew that I wanted to be a YAAD myself one day.

Learning that I would have the opportunity to serve as a YAAD from San Diego Presbytery was (and still is) an exciting honor for me. I was a bit disappointed that the format of GA225 would prevent me from seeing fellow YAADs in person. My first duty for General Assembly was an introductory Zoom meeting in mid-May for the General Assembly Ministry Coordination Committee. I was impressed by the active engagement that all of the committee members had since the meeting was virtual. In addition, GA-MC Committee Co-Moderators Anne Wilson and Warren McNeil's leadership and planning skills were immediately on display, something all of the committee members would later enjoy during in-person committee deliberations. I remember feeling very welcome within a group with whom I was largely unfamiliar. This meeting made me eager for the work our committee would accomplish in Louisville. This same feeling of acceptance and eagerness extended to when the YAADs met for the first time on Zoom. It was great to see so many young people who were invested in the work and future of the church. During Plenary 3, I was glad to see that my video question was chosen for co-moderator candidates to answer: "Why do you believe that both of you would work well together as co-moderators?"

Working with all of the GA-MC committee members during week four of General Assembly at the Presbyterian Center was a tiring but fulfilling process. It was especially helpful to have other YAADs on the committee as we formed a sense of camaraderie and close partnership as we collaboratively worked through the items before us. Working in committee helped me better understand parliamentary procedure in action while also understanding the issues affecting the church. Seeing the other committee members, including the YAADs, speak about issues they cared about and asking questions of the resource people encouraged me to speak. I noticed that throughout each committee meeting, YAADs were being listened to with intent. It made us all proud to hear commissioners tell us after meetings how well they thought we did in making our

voices heard. I was very proud when I had the ability to speak about what I valued about General Assembly during the discussion portion of GA-MC-15. I remarked that the community-building aspect of GA was one of the most important parts to me, especially the community that YAADs were able to form. Besides that, I valued how GA enabled people to talk about their differences and allowed the denomination to interact with different communities. Outside of committee meetings, I was glad to have made so many new relationships with the other week four YAADs. Socializing and worshiping with them everyday during our time in Louisville made us closer over such a short period of time. It was difficult for all of us to depart from each other but we knew, as long as we stayed active in the church, our paths would continue to cross. And of course, we still had four days of plenary to look forward to!

I was even more impressed by the powerful statements and thoughtful questions being asked by the other YAADs during plenary. The feedback we were receiving from so many people around the church was encouraging and inspiring. However, many YAADs can attest to the fact that the plenary days felt like an emotional roller coaster. Some of the discussions made us question humanity, others made us hopeful. Some of us were also frustrated with the lack of discussion on issues that we saw as highly important. I was thankful I had the opportunity to work with a handful of YAADs on the eve of the final plenary in drafting/signing a letter to advocate for reconsideration of GA-MC-15, the item on GA226's (2024) format, as we sought a fair and equitable discussion. Although the plenary days were often long and tiring, we were still determined. The YAAD group chat and nightly Zoom calls were also great ways to share our thoughts with each other, debrief, have some laughs, and just overall enjoy each other's company albeit virtually. While GA225 may be over, the work of the PC(USA)'s young adults is not. Many of us have already expressed a desire to work on a committee, commission, or task force. Others have the hope of being ordained by their Session. Many others are helping to draft overtures to submit to the next General Assembly. The church's young voices are loud and clear for change. As the Co-Moderators of GA225 affirmed: we are not the church of the future, we are the church now.