



City Hall  
555 Santa Clara Street  
Vallejo, CA 94590

**AGENDA**  
**VALLEJO CITY COUNCIL**  
**SPECIAL MEETING**  
**VALLEJO HOUSING AUTHORITY**  
**SPECIAL JOINT MEETING**  
**VALLEJO REDEVELOPMENT AGENCY**

**SEPTEMBER 16, 2008**

MAYOR  
Osby Davis

CITY COUNCIL  
Tom Barte, Vice Mayor  
Hermie Sunga  
Stephanie Gomes  
Michael Wilson  
Joanne Schivley  
Erin Hannigan

This AGENDA contains a brief general description of each item to be considered. The posting of the recommended actions does not indicate what action may be taken. If comments come to the City Council without prior notice and are not listed on the AGENDA, no specific answers or response should be expected at this meeting per State law.

Those wishing to address the Council on any matter for which another opportunity to speak is not provided on the AGENDA but which is within the jurisdiction of the Council to resolve may come forward to the podium during the "COMMUNITY FORUM" portion of the AGENDA. Those wishing to speak on a "PUBLIC HEARING" matter will be called forward at the appropriate time during the public hearing consideration.

Notice of Availability of Public Records: All public records relating to an open session item, which are not exempt from disclosure pursuant to the Public Records Act, that are distributed to a majority of the City Council will be available for public inspection at the City Clerk's Office, 555 Santa Clara Street, Vallejo, CA at the same time that the public records are distributed or made available to the City Council. Such documents may also be available on the City of Vallejo website at <http://www.ci.vallejo.ca.us> subject to staff's ability to post the documents prior to the meeting. Information may be obtained by calling (707) 648-4527, TDD (707) 649-3562.



Vallejo City Council Chambers is ADA compliant. Devices for the hearing impaired are available from the City Clerk. Requests for disability related modifications or accommodations, aids or services may be made by a person with a disability to the City Clerk's office no less than 72 hours prior to the meeting as required by Section 202 of the Americans with Disabilities Act of 1990 and the federal rules and regulations adopted in implementation thereof.

*NOTICE: Members of the public shall have the opportunity to address the City Council concerning any item listed on the notice before or during consideration of that item. No other items may be discussed at this special meeting.*

**VALLEJO CITY COUNCIL**  
**SPECIAL MEETING – CLOSED SESSION**  
**4:45 P.M. CITY COUNCIL CHAMBERS**

1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS PURSUANT TO GOVERNMENT CODE SECTION 94956.8:

PROPERTY: CERTAIN REAL PROPERTY (VACANT LOT) AT LINCOLN STREET AND HUMBOLDT STREET ADJACENT TO INTERSTATE 80

CITY NEGOTIATORS: CRAIG WHITCOM, ASSISTANT CITY MANAGER/COMMUNITY DEVELOPMENT DIRECTOR, SUSAN MCCUE, ECONOMIC DEVELOPMENT PROGRAM MANAGER, AND STEVE ENGLAND, REAL PROPERTY ASSET MANAGER NEGOTIATING PARTIES: CLEAR CHANNEL OUTDOOR UNDER NEGOTIATION: PRICE AND TERMS OF PAYMENT FOR LEASE OF PROPERTY

2. CONFERENCE WITH CITY'S LABOR NEGOTIATORS PURSUANT TO GOVERNMENT CODE SECTION 54957.6 CONCERNING THE FOLLOWING EMPLOYEE ORGANIZATIONS: INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 1186 (IAFF); VALLEJO POLICE OFFICERS' ASSOCIATION (VPOA); INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 2376 (IBEW), AND CONFIDENTIAL, ADMINISTRATIVE, MANAGERIAL, AND PROFESSIONALS (CAMP). THE CITY'S NEGOTIATORS ARE: JOSEPH M.TANNER, CITY MANAGER, CRAIG WHITTON, ASSISTANT CITY MANAGER / COMMUNITY DEVELOPMENT; ROBERT STOUT, FINANCE DIRECTOR; SUSAN MAYER, ASSISTANT FINANCE DIRECTOR; SANDY SALERNO, ACTING HUMAN RESOURCES DIRECTOR

NOTE: The Council will be meeting in closed session with its negotiators and staff to review its position and to give instructions to its negotiators concerning labor negotiations with the above-named employee organizations. No negotiations take place in the closed session between the Council and the employee organizations.

**VALLEJO CITY COUNCIL**  
**SPECIAL MEETING – STUDY SESSION**  
**6:00 P.M. CITY COUNCIL CHAMBERS**

1. CONCEPTUAL PLANS FOR TRANSIT CENTER AT CURTOLA PARKWAY AND LEMON STREET

PROPOSED ACTION: Informational item only. No action will be taken.

**VALLEJO HOUSING AUTHORITY**  
**SPECIAL MEETING – SEPTEMBER 16, 2008**  
**6:30 P.M. – CITY COUNCIL CHAMBERS**

*NOTICE: Members of the public shall have the opportunity to address the Housing Authority concerning any item listed on this notice before or during consideration of that item. No other items may be discussed at this special meeting.*

**1. ROLL CALL**

**2. ADMINISTRATIVE ITEM**

- A. STATUS OF COMMUNITY LAND TRUST OPTION TO PROVIDE  
AFFORDABLE HOUSING

PROPOSED ACTION: Informational item only. No action will be taken.

**3. ADJOURNMENT**

**VALLEJO CITY COUNCIL**  
**REGULAR MEETING**  
**7:00 P.M. – COUNCIL CHAMBERS**

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
3. **ROLL CALL**
4. **PRESENTATIONS AND COMMENDATIONS**
  - A. PRESENTATION OF A PROCLAMATION DECLARING SEPTEMBER 2008 AS NATIONAL ALCOHOL AND DRUG ADDICTION RECOVERY MONTH
5. **FIRST COMMUNITY FORUM**

*Anyone wishing to address the Council on any matter for which another opportunity to speak is not provided on the agenda, and which is within the jurisdiction of the Council to resolve, is requested to submit a completed speaker card to the City Clerk. When called upon, each speaker should step to the podium, state his /her name, and address for the record. The conduct of the community forum shall be limited to a maximum of fifteen (15) minutes, with each speaker limited to three minutes pursuant to Vallejo Municipal Code Section 2.20.300. The remainder of the speakers wishing to address the Council on non-agenda items will be heard at the second Community Forum listed later on the agenda.*

6. **PUBLIC COMMENT REGARDING CONSENT CALENDAR ITEMS**

*Members of the public wishing to address the Council on Consent Calendar Items are requested to submit a completed speaker card to the City Clerk. Each speaker is limited to three minutes pursuant to Vallejo Municipal Code Section 2.02.310. Requests for removal of Consent Items received from the public are subject to approval by a majority vote of the Council. Items removed from the Consent Calendar will be heard immediately after approval of the Consent Calendar and Agenda.*

7. **CONSENT CALENDAR AND APPROVAL OF AGENDA**

- A. APPROVAL OF A RESOLUTION APPROVING THE FOLLOWING CIVIL SERVICE RULES AND REGULATIONS ADOPTED BY THE CIVIL SERVICE COMMISSION: RULE 4.6 CLASSIFICATION REVISION; RULE 13.1 MAINTENANCE; RULE 13.4 APPROVAL OF REGISTER OF ELIGIBLES; RULE 13.5 LIFE OF REGISTER; RULE 17.8 CONDITIONAL APPOINTMENTS; RULE 6.1 ANNOUNCEMENT OF EXAMINATIONS; RULE 9.5 RELATIVE WEIGHTS; RULE 9.7 QUALIFYING TESTS; RULE 9.9 LATERAL ENTRY; RULE 10.4 LIMITATION; RULE 12.1 INSPECTION OF QUESTIONS; RULE 4.4 RECLASSIFICATION; AND RULE 15.1 PROCEDURE

**PROPOSED ACTION:** Adopt the Resolution approving the following amended Rules and Regulations adopted by the Civil Service Commission: Rule 4.6 Classification Revision; Rule 13.1 Maintenance; Rule 13.4 Approval of Register of Eligibles; Rule 13.5 Life of Register; Rule 17.8 Conditional Appointments; Rule 6.1 Announcement of Examinations; Rule 9.5 Relative Weights; Rule 9.7 Qualifying Tests; Rule 9.9 Lateral Entry; Rule 10.4 Limitation; Rule 12.1, Inspection of Questions; Rule 4.4 Reclassification; and Rule 15.1 Procedure

- B. SUBMISSION OF ANNUAL REPORT OF THE CIVIL SERVICE COMMISSION SUMMARIZING THE ACTIVITIES OF THE COMMISSION

PROPOSED ACTION: Informational item only. No action will be taken.

- C. APPROVAL OF A RESOLUTION AUTHORIZING THE TRANSPORTATION SUPERINTENDENT TO FILE AND EXECUTE AN APPLICATION FOR FTA SECTION 5311 FUNDS (49 U.S.C. SECTION 5311) TO PROVIDE ADDITIONAL INFORMATION AS NEEDED AND TO SUBMIT AND APPROVE REQUESTS FOR REIMBURSEMENTS

PROPOSED ACTION: Adopt the resolution authorizing the Transportation Superintendent to file and execute the application for 49 USC Section 5311 funds, to provide additional information as needed and to submit and approve requests for reimbursements.

- D. APPROVAL OF A RESOLUTION AUTHORIZING FUNDS FOR TRAINING SESSION FOR TWO ARCHITECTURAL HERITAGE AND LANDMARKS COMMISSION MEMBERS TO ATTEND A CALIFORNIA HISTORIC BUILDING CODE WORKSHOP TO BE HELD SEPTEMBER 19, 2008

PROPOSED ACTION: Adopt the resolution authorizing the expenditure of funds from the training budget to allow two members of the Architectural Heritage and Landmarks Commission to attend California Historic Building Code training.

- E. APPROVAL OF GRANT AGREEMENT WITH THE CALIFORNIA OFFICE OF TRAFFIC SAFETY FOR A DUI ENFORCEMENT AND AWARENESS PROGRAM

PROPOSED ACTION: Adopt the resolution approving a Grant Agreement with the California Office of Traffic Safety for a DUI Enforcement and Awareness Program.

- F. APPROVAL OF CITY COUNCIL MINUTES FOR THE MEETINGS OF APRIL 22, MAY 13, MAY 20, 2008 AND SPECIAL MEETING OF JUNE 25, 2008

PROPOSED ACTION: Approve the minutes.

- G. FINAL READING OF AN ORDINANCE TO DISESTABLISH THE DOWNTOWN IMPROVEMENT DISTRICT

PROPOSED ACTION: Adopt the ordinance to disestablish the Downtown Improvement District.

- H. APPROVAL OF A RESOLUTION APPROVING DESIGN REVIEW BOARD RULES OF ORDER AND PROCEDURE

PROPOSED ACTION: Adopt the resolution to approve the Design Review Board Rules of Order and Procedure.

- I. APPROVAL OF A RESOLUTION OF INTENTION TO AMEND SECTION 12.02.080 OF THE CITY OF VALLEJO MUNICIPAL CODE, ENTITLED "TO WHOM PERMITS SHALL BE ISSUED"

PROPOSED ACTION: Adopt the resolution of intention to amend Section 12.02.080 of the City of Vallejo Municipal Code, entitled "To whom permits shall be issued."

- J. APPROVAL OF A RESOLUTION APPROVING FISCAL YEAR 2007-2008 FEDERAL CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER)

PROPOSED ACTION: Adopt the resolution approving the fiscal year 2007-2008 Federal Consolidated Annual Performance and Evaluation Report (CAPER).

- K. APPROVAL OF A RESOLUTION OF INTENTION TO AMEND THE FISCAL YEAR 2008-2009 BUDGET FOR FUND 101 (FEDERAL COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM)

PROPOSED ACTION: Adopt the resolution of intention to amend the fiscal year 2008-2009 budget for Fund 101 (Federal Community Development Block Grant Program).

**9. PUBLIC HEARINGS**

- A. CONSIDERATION OF AN APPEAL BY SUSAN BRASHEAR ANTHONY OF THE CITY OF VALLEJO TRANSPORTATION IMPACT MITIGATION FEE FOR THE PROPOSED ANCHOR SELF STORAGE PROJECT (PUBLIC STORAGE) LOCATED AT THE INTERSECTION OF SONOMA BOULEVARD AND SOLANO AVENUE

PROPOSED ACTION: Adopt the resolution denying the appeal of Susan Brashear Anthony regarding the City of Vallejo Transportation Impact Mitigation Fee for the proposed Anchor Self Storage Project at the intersection of Sonoma Boulevard and Solano Avenue.

**10. POLICY ITEMS – NONE**

**11. RECESS TO JOINT SPECIAL MEETING WITH THE REDEVELOPMENT AGENCY**

**12. ADMINISTRATIVE ITEMS**

- A. CONSIDERATION OF A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A LEASE WITH THE REDEVELOPMENT AGENCY OF THE CITY OF VALLEJO TO FACILITATE THE EXPANSION AND CONSTRUCTION OF A NEW SEAWALL BY THE VALLEJO YACHT CLUB

PROPOSED ACTION: Adopt the resolution authorizing the City Manager to execute a Lease with the Redevelopment Agency of the City of Vallejo.

**13. RECONVENE TO CITY COUNCIL MEETING**

**14. ADMINISTRATIVE ITEMS (CONTINUED)**

- B. CONSIDERATION OF A RESOLUTION APPROVING A FISCAL YEAR 2008-2009 AGREEMENT BY AND BETWEEN THE CITY OF VALLEJO AND MEALS ON WHEELS OF SOLANO COUNTY, INC.

PROPOSED ACTION: Adopt the resolution authorizing the City Manager or his designee to execute an agreement between the City of Vallejo and Meals on Wheels of Solano County, Inc. for its Elder Nutrition Program

- C. CONSIDERATION OF A RESOLUTION ACCEPTING THE MARE ISLAND SHORELINE HERITAGE PRESERVE ADVISORY BOARD REPORT

PROPOSED ACTION: Adopt the resolution accepting the Shoreline Heritage Preserve Advisory Board Report.

- D. SUBMISSION OF ANNUAL REAL ESTATE REPORT AND CONSIDERATION OF RESOLUTION DECLARING CERTAIN REAL PROPERTY TO BE SURPLUS PROPERTY AND DIRECTING STAFF TO PURSUE THE SALE OR LEASING OF SURPLUS REAL PROPERTY IN FISCAL YEAR 2008-2009

PROPOSED ACTION: Adopt the resolution declaring certain real property as surplus property and authorizing staff to pursue the sale and/or long term lease of surplus real property during FY 2008-2009.

- E. UPDATE ON VALLEJO CRIME STATISTICS AND PUBLIC SAFETY BY CHIEF OF POLICE ROBERT NICHELLINI

PROPOSED ACTION: Informational item only. No action will be taken.

**15. APPOINTMENTS TO BOARDS, COMMISSIONS, AND COMMITTEES - NONE**

**16. WRITTEN COMMUNICATIONS**

*Correspondence addressed to the City Council or a majority thereof, and not added to the agenda by the Mayor or a Council member in the manner prescribed in Government Code, Section 54954.2, will be filed unless referred to the City Manager for a response. Such correspondence is available for public inspection at the City Clerk's office during regular business hours.*

- A. EMAIL TO MAYOR DAVIS DATED APRIL 19, 2008 REGARDING 317 CAROLINA STREET
- B. EMAIL TO MAYOR DAVIS, UNDATED, REGARDING MURDER SUSPECT CAUGHT AT 317 CAROLINA STREET
- C. EMAIL TO MAYOR DAVIS DATED AUGUST 16, 2008 REGARDING MURDER SUSPECT CAUGHT AT 317 CAROLINA STREET

**17. CITY MANAGER'S REPORT**

**18. CITY ATTORNEY'S REPORT**

**19. COMMUNITY FORUM**

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**20. REPORT OF THE PRESIDING OFFICER AND MEMBERS OF THE CITY COUNCIL**

**21. CLOSED SESSION**

**22. ADJOURNMENT**



**VALLEJO REDEVELOPMENT AGENCY**  
**SPECIAL JOINT MEETING – 7:00 P.M.**  
**CITY COUNCIL CHAMBERS**

*NOTICE: Members of the public shall have the opportunity to address the Redevelopment Agency concerning any item listed on this notice before or during consideration of that item. No other items may be discussed at this special meeting.*

**1. CALL TO ORDER**

**2. ROLL CALL**

**3. ADMINISTRATIVE ITEMS**

- A. CONSIDERATION OF RESOLUTION OF AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A FOURTH AMENDMENT TO INDENTURE OF LEASE WITH THE VALLEJO YACHT CLUB AND A LEASE WITH THE CITY OF VALLEJO TO FACILITATE THE EXPANSION AND CONSTRUCTION OF A NEW SEAWALL BY THE VALLEJO YACHT CLUB

PROPOSED ACTION: Adopt the resolution authorizing the Executive Director to execute a Fourth Amendment to Indenture of Lease with the Vallejo Yacht Club and a Lease with the City of Vallejo.

**4. ADJOURN TO CITY COUNCIL MEETING**



**VALLEJO HOUSING AUTHORITY**

Date: September 16, 2008

TO: Chair and Members

FROM: Craig Whittom, Assistant City Manager/Community Development *CW*  
Melinda Nestlerode, Acting Housing and Community Development Manager *M. Nestlerode*

SUBJECT: STATUS OF COMMUNITY LAND TRUST OPTION TO PROVIDE AFFORDABLE HOUSING

**BACKGROUND AND DISCUSSION**

In the current Fiscal Year (FY), 2008/2009, the Vallejo Housing Authority (VHA) has allocated \$25,000 for a Community Land Trust (CLT) feasibility study. The \$25,000 was a component of a pool of accrued funds which were appropriated in FY 2006/2007 for an affordable housing project.

CLT's are utilized by jurisdictions across the country as a way to provide a sustainable stock of affordable residential homeownership, and to reduce the impacts to neighborhoods caused by absentee ownership and neglect. While there are many different CLT models, each set up to meet the unique needs of a community, the basic premise of CLT's is that they assist communities to:

- (1) gain control over local land use, and reduce absentee ownership;
- (2) provide affordable housing for lower-income residents in the community;
- (3) promote resident ownership and control of housing;
- (4) keep housing affordable for future residents;
- (5) capture the value of public investment for long-term community benefit; and
- (6) build a strong base for community action.

The idea of establishing a CLT in Vallejo was initiated during community meetings held in 2006 and 2007 to discuss a proposed Inclusionary Zoning Ordinance. The idea sparked the imagination of several Vallejo citizens, who invested time in further research. In June 2008, City staff began meeting with the group to discuss the viability of a CLT in Vallejo.

**How a Land Trust Works**

Although each CLT follows a unique model, the key feature that characterizes a CLT is that it treats land separately from buildings on the land; the CLT owns the land, but individual homeowners own the structures. This arrangement allows the cost of land to be removed

from the calculations of the building price, thereby lowering costs. The land is conveyed to individual homeowners through a ground lease. The lease, which typically runs for 99 years, defines the rights and obligations of each of the parties in a CLT, and can be both renewed and inherited.

The homeowners enjoy the same rights as most homeowners; however, their home equity is restricted. The selling price of a CLT home is determined by a resale formula written into the ground lease, which limits price increases and preserves the long-term affordability of the unit.

Most CLT's are chartered as a non-profit corporation, or are housed within an existing non-profit corporation, and have a 501(c)(3) tax exemption from the Internal Revenue Service. They operate within a physical, geographic boundary, and are accountable to the citizens living within that jurisdiction. In some cases, any adult living on CLT land, and any adult living within the jurisdiction of the CLT, may become a voting member of the CLT. In other CLT models, membership is expanded to include non-profit corporations; local governments; or private institutions like hospitals, churches, businesses, or corporations. Nearly all CLT's operate under a Board of Directors; however, the make-up of a governing board varies widely.

### *Benefits of a CLT*

CLT's can be an effective tool in establishing long-term affordable housing. According to the Spring 2008 edition of "Community Investments", recent research shows that CLT's use public subsidies more efficiently than a traditional downpayment assistance program. By limiting the accrual of home equity, the home remains affordable to the original homeowner, and each subsequent homeowner, thus recycling subsidy dollars from owner to owner.

CLT's also allow the homeowner to build equity. While the amount of the equity is limited, it exceeds the amount that the family would earn if they remained in the rental market. John Emmeus Davis, a leading scholar on CLT's, has noted that the resale formula is designed to give departing homeowners a fair return on their investment, while giving future homebuyers fair access to affordable housing, preserving affordability for one generation after another.

A further benefit of a CLT is that it can play a stewardship role in the community. CLT's can provide homebuyer education and training, ongoing post-purchase education, and other services to homeowners, such as support in the face of unexpected financial difficulties and advice and assistance in cases of delinquency or foreclosure. As the owner of the land under the homes, the CLT has a stake in the condition of the property. Should the building become a hazard, the ground lease would give the CLT the right to force repairs.

In Vallejo, a CLT model may focus on foreclosed properties, eliminating blight from overburdened neighborhoods, and reestablishing a pride of ownership in the community. The current housing market provides a strong opportunity for the CLT to purchase real estate at very affordable prices, increasing the number of potential properties purchased. The Vallejo model may also include substantial rehabilitation of distressed foreclosed properties, offering employment to local contractors and workmen.

Weaknesses of a CLT

(1) Buchongo Settlement Agreement: Based on the timeframe involved relative to the development of a CLT in Vallejo, it is highly unlikely that a CLT would cure the Vallejo Redevelopment Agency's obligation to produce affordable housing under the terms of the Buchongo Settlement Agreement, which was executed in 1999. The defendants in the Buchongo Settlement are listed as the City of Vallejo, the City Council, and the Redevelopment Agency. The premise of the lawsuit was that the City had not complied with their affordable housing obligations, including requirements for expenditures of low and moderate income housing funds. Legal Services of Northern California, which represents the plaintiffs in the Buchongo case, has written a letter regarding the CLT concept, (Attachment "A"), to which staff has responded, (Attachment "B").

The remaining provision of the Buchongo Agreement requires that the City produce eight housing units, of two or more bedrooms, either through new construction or substantial rehabilitation, for families whose income is 50 percent or below the area median income. These units must also be encumbered with an affordability covenant of 45 years if owner-occupied, or 55 years if rental units. The City's original deadline for meeting the Settlement Agreement obligation was July 2007, but has been extended to August 2009.

(2) Housing Element Goals: It is unclear to what extent foreclosed housing units purchased by a CLT would assist the City of Vallejo in complying with the goals contained in the Housing Element of its General Plan. The City's Housing Element is currently being revised. The Association of Bay Area Governments, (ABAG), which is the primary data source used to determine Vallejo's housing development goals, has published a needs assessment for the 2007 through 2014 planning period, (Attachment "C").

Section 65583.1(c)(2)(A) of state Housing Element Law provides that the Department of Housing and Community Development may allow a City to substitute up to 25 percent of the community's Housing Element obligations if all of the following provisions are met: (i) the City commits existing financial resources; (ii) the units are made available to very low- and low-income households; (iii) the City substantially rehabilitates the units; (iv) the City determines that the unit is at imminent risk of loss of the housing stock; (v) the City provides relocation costs to the residents of the units; (vi) the City gives the displaced occupants rights to reoccupy the rehabilitated units; (vii) the units have been found to be unfit for human habitation; and (viii) the rehabilitated unit is subject to affordability covenants of not less than 20 years.

(3) Consolidated Plan: The Consolidated Plan is a document that is required of jurisdictions receiving Federal Community Development Block Grant (CDBG), HOME Investment Partnerships, and other program funds from the U. S. Department of Housing and Urban Development (HUD). The City of Vallejo adopted its Consolidated Plan in April 2005. The current Plan includes the period beginning July 1, 2005 and ending June 30, 2010.

The Plan has identified a need for affordable multi-family and rental housing in the community, as well as other housing, homeless, and community development needs. Failure to address the identified needs in the City Council's Consolidated Plan may adversely affect the City's future eligibility for CDBG, HOME, and other HUD Program

funding. These funds are used to support affordable housing, social service, and public improvement projects benefiting very low- and low-income families and neighborhoods.

### Next Steps

The City of Vallejo has a combined \$4.2 million reserved for meeting its affordable housing development goals. This pool represents a combination of CDBG, HOME, Housing Authority Reserves and Redevelopment Agency Affordable Housing Set-Aside funds. This represents the total amount of City funds currently available for affordable housing development. Further financial assistance may become available through emergency CDBG funding provided for in H.R. 3221, The Housing and Economic Recovery Act of 2008. H.R. 3221 directs HUD to establish the formula for allocating emergency CDBG assistance to states and local agencies by September 28, 2008, and to distribute the allocations within 30 days of that date.

In Fiscal Year (FY) 2006/2007, the Housing Authority Board (HAB) set aside \$500,000 of Housing Authority reserves in Fund 124 for affordable housing development. The June 24, 2008 staff report regarding the consideration of the FY 2008/2009 budget indicated that \$25,000 of the reserved \$500,000 in Fund 124 would be utilized to fund a Land Trust Feasibility study. Housing Authority By-Laws, approved February 1, 2000, provide that the Executive Director shall have the authority to execute contracts and agreements in amounts of \$25,000 or less.

Staff issued a Request for Proposals (RFP) for a CLT Feasibility Study in July 2008, (Attachment "D"). Per the target timeline, (Attachment "E"), RFP responses were due to the City by August 29, 2008. Only one bid was received by the deadline; from Rick Jacobus and Alison Handler of Burlington Associates in Community Development. Burlington Associates is a national community development consulting firm with a special emphasis on community land trusts and other forms of shared equity homeownership. In addition to community and market research, Burlington Associates anticipate conducting stakeholder interviews to incorporate community input into the study. Their proposal indicates that it will take three to four months to complete the study. The feasibility study should provide information regarding the development, financing and administration of a CLT in Vallejo, as well as clarify whether a CLT will enable the City to comply with its Housing Element goals.

Staff plans to bring the results of the CLT Feasibility Study to a joint Housing Authority (VHA), Redevelopment Agency (RDA), and City Council Study Session by January 2009. At the joint Study Session, staff will present the option of the CLT, in conjunction with other viable affordable housing development opportunities, which would enable the City to comply with its Buchongo, Housing Element, and Federally-funded program (Consolidated Plan) obligations.

### FISCAL IMPACT

The cost of establishing of a CLT in Vallejo will be assessed in the feasibility study. While the production of affordable homeownership housing for low and very low-income first time

homebuyers is a priority according to the City's Consolidated Plan, the Plan also indicates a need to balance this against the demonstrated higher priority need for rental housing to families belonging to the same income groups.

### ALTERNATIVES CONSIDERED

The Housing Authority Board has allocated funds for a Community Land Trust Feasibility Study. Staff is following the Board's direction, and intends to present the results of a feasibility study in a study session by January 2009. Therefore, no other alternatives were considered.

### ENVIRONMENTAL REVIEW

An environmental review is not required for this staff report.

### PROPOSED ACTION

This item is informational only.

### DOCUMENTS AVAILABLE FOR REVIEW

Attachment A – Letter from Legal Services of Northern California dated July 24, 2008  
Attachment B – Response to Legal Services of Northern California dated September 9, 2008  
Attachment C – ABAG Housing Needs Allocation for the City of Vallejo dated May 15, 2008  
Attachment D – CLT RFP  
Attachment E – CLT RFP Timeline

### CONTACT:

Craig Whittom, Assistant City Manager / Community Development, (707) 648-4579,  
[cwhittom@ci.vallejo.ca.us](mailto:cwhittom@ci.vallejo.ca.us),

or

Melinda Nestlerode, Acting Housing and Community Development Manager, (707) 648-4408, [mnestlerode@ci.vallejo.ca.us](mailto:mnestlerode@ci.vallejo.ca.us)

# ATTACHMENT “A”

LEGAL SERVICES OF  NORTHERN CALIFORNIA

SOLANO COUNTY OFFICE 1810 CAPITOL STREET VALLEJO CA 94590  
VOICE: (707) 643-0054 (800) 270-7252 FAX: (707) 643-0144  
EMAIL: VALLEJO-OFFICE@LSNC.NET WEB: WWW.LSNC.NET

July 24, 2008

Melinda Nestlerode, Division Manager  
Guy Ricca, Senior Analyst  
Housing and Development Division  
City of Vallejo  
200 Georgia St.  
Vallejo, CA 94590

RECEIVED  
City of Vallejo  
Housing and Development L.

JUL 25 2008

Referred to \_\_\_\_\_

Referred to \_\_\_\_\_

JUL 25 2008

RECEIVED  
City of Vallejo  
Housing and Development L.

Re: *Buchongo v. City of Vallejo*

Dear Ms. Nestlerode and Mr. Ricca:

As we have discussed on several occasions, the two year extension for full compliance with the judgment in the *Buchongo* case will expire on August 12, 2009. I am writing at this time to emphasize this deadline since, in our experience, it usually takes far more than a year to develop affordable housing.

I am encouraged that the City has completed the vast bulk of new and substantially rehabilitated units required under the settlement. I am very concerned, though, about the City's ability to fully satisfy its obligations in a timely manner.

Since the collapse of the Graham Gardens projects last year, it appears that there has been no significant progress toward the completion of the remaining units required under the judgment. The efforts you have taken since it became clear that Graham Gardens would not be completed in time have been largely unsuccessful. Further, we do not know of any potential projects now underway that would satisfy the requirements of the judgment.

I am aware that the City is now exploring the possibility of creating a community land trust as a vehicle for adding to the supply of affordable housing. While I think this is an exciting idea that may have the potential to improve the stock of affordable housing in Vallejo, I am not convinced that it is the ideal solution for meeting the *Buchongo* requirements, especially given the relatively short time we have remaining for full compliance. Further, it seems quite unlikely that a community land trust could ever be used as a vehicle to accommodate Vallejo's 2007-2014 regional housing need allocation of 665 new units of housing affordable to very low income households and 468 additional units affordable to low income households as assigned by ABAG.

In our opinion, any comprehensive approach to affordable housing will include rental



housing options as well as home ownership. Focusing exclusively on home ownership programs, as some would seem to prefer, will leave out a substantial number of Vallejo residents for whom home ownership is not a viable option. For example, persons with disabilities who must survive on meager SSI benefits or those whose credit history makes them ineligible for mortgage assistance are not likely to be able to purchase a home, even with assistance.

I bring these concerns to your attention now, not because we have any interest in derailing the work being done to create a community land trust, but to remind you that the City must move quickly to complete what it agreed to do in 1999. If the City has not finished development or substantial rehabilitation of the remaining units required under the judgment by next summer, plaintiffs will explore ways to enforce the judgement, including, if necessary, seeking sanctions for contempt against the City and the individual defendants. While we are not anxious to take such actions, neither can we sit by as the City does little or nothing to meet its commitment.

Very truly yours,

A handwritten signature in black ink, appearing to read "Bob Stalker". The signature is fluid and cursive, with the first name "Bob" written in a larger, more prominent script than the last name "Stalker".

Robert A. Stalker  
Attorney at Law

c: Deborah Collins

# ATTACHMENT “B”



## CITY OF VALLEJO

COMMUNITY DEVELOPMENT DEPARTMENT  
Housing and Community Development Division

200 GEORGIA STREET • P.O. BOX 1432 • VALLEJO • CALIFORNIA • 94590-5905 • (707) 648-4507  
FAX (707) 648-5249

September 9, 2008

Robert A. Stalker, Managing Attorney  
Legal Services of Northern California  
1810 Capitol Street  
Vallejo, CA 94590

RE: Buchongo v. City of Vallejo

Dear Mr. Stalker:

I am writing in response to your letter dated July 24, 2008 to Mr. Guy L. Ricca, Senior Community Development Analyst, and me regarding the City of Vallejo and the Redevelopment Agency of the City of Vallejo's efforts to develop the final eight units of affordable housing required pursuant to the Buchongo Settlement Agreement.

The City and Agency share your desire to complete the final eight units as soon as possible, and continue to make efforts, in collaboration with affordable housing developers, to find a development opportunity that will provide the final eight units. While none of those efforts have been successful to date, I take issue with your suggestion that the City and Agency are doing "little or nothing" to seek out opportunities to ensure that the final eight units are developed.

As you know, the City made a loan of Federal HOME Program funds in the total amount of \$833,123 to Vallejo Neighborhood Housing Services, Inc. (VNHS) for the development of a 22-unit project, known as Graham Gardens, that would satisfy the final requirements of the Settlement Agreement. Additionally, the Housing Authority of the City of Vallejo planned to loan VNHS an additional \$700,000 for the construction of the project. The Housing Authority did not actually extend that loan, because VNHS was unable to secure the additional financing needed to construct the project.

If not for VNHS's inability to secure the required financing for this project, the City and Agency likely would have already substantially fulfilled its obligations under the Settlement Agreement.

Letter to Robert Stalker  
September 9, 2008  
page 2

Nonetheless, the City and Agency are continuing to meet with VNHS monthly to discuss the Graham Gardens project, and offer VNHS advice and assistance as appropriate to determine if the project can be developed in some form that would help the City and Agency satisfy their commitments under the Settlement Agreement.

The City and Agency were also working with Eden Housing, Inc. on the acquisition and rehabilitation of Regency Townhomes, an existing development that includes 50 units, 38 of which would be restricted to rental by low- and very low-income households. This project would also have satisfied the requirements under the Settlement Agreement. Unfortunately, this project was unable to move forward because the sales price required by the current owner of Regency Townhomes was significantly more than the appraised value of the property as determined by Eden. The property owner and Eden were unable to come to terms on the purchase price, and Eden decided not to move forward with the project.

Additionally, as you note in your letter, the City is exploring the possibility of forming a Community Land Trust (CLT) to provide further affordable housing opportunities in the City. This opportunity could help to provide permanent affordable housing to a range of income levels. While the specific focus of the CLT has not yet been determined, the City anticipates that the CLT would provide housing units to low- and very low-income households. These units would also help to satisfy the requirements of the Settlement Agreement. The City has solicited proposals from consultants who can analyze the feasibility of forming a CLT in Vallejo. We further expect that the consultant selected will provide a report on the feasibility of a CLT before the end of 2008.

Based on all of the activities that the City and Agency have been pursuing over the past year, I disagree with the suggestion in your letter that the City is doing "little or nothing to meet its commitment" under the Settlement Agreement. While none of the projects described above have come to fruition, we continue to seek out opportunities with developers that can provide the units needed under the Settlement Agreement.

As you know, the tightening of the credit market, the problems at Fannie Mae and Freddie Mac, and the foreclosure crisis generally have all had a ripple effect that has made it increasingly difficult to obtain the financing necessary to develop affordable housing. The City and Agency continue to stand ready to provide assistance to develop additional affordable housing as required to

Letter to Robert Stalker  
September 9, 2008  
page 3

satisfy the final terms of the Settlement Agreement. However, the developers that will actually build or substantially rehabilitate the housing also need to secure financing from other sources as well, in order to have sufficient funds actually to construct the units.

The City and Agency will continue to seek out opportunities to assist in the development of the additional units needed to satisfy the Settlement Agreement, and will continue to make our best efforts to ensure that the units are completed by the due date provided for in the Settlement Agreement.

If there are opportunities that the City and Agency have not considered, or if you have alternative suggestions as to how the City should go about ensuring that the final eight units are constructed, please offer any advice you may have. The City and Agency are eager to fulfill their commitment and are open to suggestions.

We look forward to continuing to work with you toward our mutual goal of developing the last eight units required under the Settlement Agreement. If you have any additional questions or comments, please do not hesitate to contact me at (707) 648-4408, or [mnestlerode@ci.vallejo.ca.us](mailto:mnestlerode@ci.vallejo.ca.us); or Guy L Ricca, at (707) 648-4395, or [gricca@ci.vallejo.ca.us](mailto:gricca@ci.vallejo.ca.us).

Sincerely,



MELINDA NESTLERODE

Acting Housing and Community Development Manager

cc: Craig Whittom, Assistant City Manager/Community Development, City of Vallejo  
Guy L. Ricca, Senior Community Development Analyst, City of Vallejo  
Ethan Walsh, McDonough Holland & Allen PC, Attorneys at Law

# ATTACHMENT “C”

ATTACHMENT "C"  
 ABAG HOUSING NEEDS ALLOCATION, CITY OF VALLEJO - MAY 15, 2008  
 (2007 - 2014)

<b>Income</b>	<b>Very Low</b>	<b>Low</b>	<b>Moderate</b>	<b>Above Mod.</b>	<b>Total</b>
Percent AMI [1]	<50%	<80%	<120%		
<b>Number of</b>					
<b>Units</b>	<b>655</b>	<b>468</b>	<b>568</b>	<b>1,409</b>	<b>3,100</b>
[1] Area median income.					

# ATTACHMENT “D”



## **REQUEST FOR PROPOSALS FOR A FEASIBILITY STUDY FOR A COMMUNITY LAND TRUST IN THE CITY OF VALLEJO, CALIFORNIA**

The Housing Authority of the City of Vallejo (hereinafter referred to as "AUTHORITY") has allocated \$25,000 for a Community Land Trust (CLT) Feasibility Study. The intent of the study is to advise AUTHORITY, and residents of the community, on the feasibility of establishing a CLT within the City of Vallejo. This study would include a recommendation of a potential model or models with (1) the highest probability of success, and (2) the strongest likelihood of assisting the Vallejo City Council, the Vallejo Redevelopment Agency, and AUTHORITY in accomplishing its affordable housing goals and obligations.

To this end, AUTHORITY desires to select, and enter into a contract with, a consultant to prepare a CLT Feasibility Study for AUTHORITY.

After considering the CLT concept, and receiving input from interested parties, AUTHORITY has concluded that a CLT may provide Vallejo with a method to provide homeownership opportunities to very low- and low-income families, while simultaneously eradicating the blight affecting neighborhoods impacted by multiple foreclosed properties, including through the rehabilitation of housing units. A CLT in Vallejo may be chartered as a non-profit corporation, or initially housed within an existing non-profit corporation. If feasible, AUTHORITY desires a CLT capable of acquiring and rehabilitating 40 to 50 housing units available for homeownership within the first two years of its establishment.

AUTHORITY has identified the following characteristics that AUTHORITY desires in a CLT consultant:

- qualifications and experience necessary to analyze and produce a report on the feasibility of establishing a CLT in Vallejo, and in a timely manner;
- demonstrated knowledge and expertise in to the area of CLT creation, including but not limited to such things as (i) legal non-profit corporation and membership requirements; (ii) an individualized CLT financing program appropriate to current and anticipated local housing market and housing stock conditions; (iii) equity share models; (iv) land value calculation; (v) suggested CLT homebuyer eligibility criteria; (vi) potential CLT funding sources for acquisition, rehabilitation, homebuyer assistance, and CLT administration; and (vii) recommended stewardship functions of a CLT; and
- demonstrated knowledge of and strong familiarity with State Housing Element Law; and the housing goals and requirements of the adopted Consolidated Plan and Housing Element of the City of Vallejo.

From the submitted Request for Proposal (RFP) responses, staff will select prospective CLT consultants to be interviewed. The interviewers will include representatives from AUTHORITY. The interview panel may recommend a CLT consultant to AUTHORITY for its final review and selection.

The schedule for the CLT consultant selection process will be as follows:

- |                                                       |                           |
|-------------------------------------------------------|---------------------------|
| 1. Issuance of RFP                                    | August 1, 2008            |
| 2. Deadline for submission of RFP responses           | August 29, 2008           |
| 3. Interviews for CLT consultants                     | Week of September 8, 2008 |
| 4. Recommendation of selected CLT consultant by panel | September 12, 2008        |
| 5. Consultant selection                               | September 15, 2008        |
| 6. Estimated effective date of Consultant Agreement   | September 30, 2008        |

## **RFP PROPOSAL SUMMARY**

In this section, the following RFP components will be discussed:

1. Executive Summary
2. Proposed Services
3. Fee Structure
4. Standard Agreement
5. References
6. Overview of Firm and Staff

Submissions will be judged based on proposed services, fees, references, and organizational capacity. The purpose of the following is to assist respondents in developing the best, most competitive submission.

**Executive Summary** - No more than one and one-half (1½) pages. Summarize the respondent's interest in providing services to AUTHORITY, naming a contact person on behalf of the respondent firm, describing the respondent's understanding of the work required, and a brief statement listing the areas of expertise in which the respondent specializes.

**Proposed Services** - Provide a detailed description of the consultant services respondent will provide, including but not limited to such things as planning and facilitating community and small planning group workshops and meetings, presentations of reports and studies (written and oral) to elected and appointed governmental bodies, and telephone and in-person consultations and briefings.

**Fee Structure** - Provide and describe the fee structure upon which, if successful, the respondent firm would base its charges to AUTHORITY.

[Respondents are advised that services such as printing and reproduction, facsimile receipt and transmission, long distance telephone call charges, and e-mail print-out costs are not reimbursable on an itemized basis, but instead must be included in the fee structure as covered costs].

**Standard Agreement** – Selected consultant will execute a standard agreement, including general contract provisions, (shown as **Attachment “A”**, or a similar document).

**References** - List four (4) references for the respondent firm's work in the completion of studies regarding CLT feasibility, or comparable CLT studies. References provided shall be similar in nature and complexity, and be within the past three years.

**Overview of Firm and Staff** - In this section, discuss the history of the respondent firm. Provide a summary of the respondent firm's current business or operations plan. Provide resumes of key personnel and their roles in the firm. Discuss prior or existing experience as a consultant to CLTs, or entities evaluating the feasibility of establishing a CLT.

## **SELECTION PROCESS**

Selection of the preferred consultant will be based on responsiveness to the following criteria: proposed services, fees proposed, references, and organizational capacity.

## **SUBMISSION REQUIREMENTS**

Submit four (4) complete sets of the RFP response to:

Guy L. Ricca, Senior Community Development Analyst  
City of Vallejo  
P. O. Box 1432  
200 Georgia Street  
Vallejo, CA 94590  
707/648-4395  
FAX 707/648-5249  
gricca@ci.vallejo.ca.us

**These copies must be submitted not later than 4:00 p. m. (PST) on August 29, 2008.**

Information contained in RFP responses should be formatted consistent with this request and be thoroughly specific wherever possible. Greater priority will be given to specificity as well as to information which is more recent.

## **REQUEST DISCLAIMERS, CONDITIONS, AND QUESTIONS**

Listed below are considerations governing the selection process:

1. AUTHORITY reserves the right to withdraw the solicitation at any time without prior notice. No representations are guaranteed for the selection of a proposer and/or the awarding of a contract. AUTHORITY reserves the right to reject any and all proposals submitted in response to this request.
2. Changes to the RFP and its requirements will be made by addendum.
3. AUTHORITY shall be not liable for any pre-contractual expenses incurred by any proposing or selected consultant. The proposer shall not include any such expense as part of a written proposal.
4. Pre-contractual expenses are defined as expenses incurred by proposer and selected consultant in preparing or submitting a proposal, negotiating with AUTHORITY, or any other expenses incurred prior to the date of award.
5. Any and all agents of AUTHORITY shall be held harmless and free from any and all liabilities, claims, and expenses whatsoever incurred by or on behalf of any person or firm submitting an RFP.
6. No prior, current, or post-award verbal agreement with any officer, agent, or employee of AUTHORITY shall effect or modify any terms or obligations of this request, the proposal, or any contract or option resulting from this process.

All questions pertaining to this RFP shall be directed to:

Guy L. Ricca, Senior Community Development Analyst  
City of Vallejo  
P. O. Box 1432  
200 Georgia Street  
Vallejo, CA 94590  
707/648-4395  
FAX 707/648-5249  
gricca@ci.vallejo.ca.us

**CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT**

This Consultant and Professional Services Agreement ("Agreement") is made at Vallejo, California, dated for reference the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_, by and between the Housing Authority of the City of Vallejo, California, a public body, corporate and politic ("Authority"), and \_\_\_\_\_, ("Consultant"), who agree as follows:

1. **Services.** Subject to the terms and conditions set forth in this Agreement, Consultant shall provide Authority, as the case may be, professional services as specified in Exhibit A, entitled "Scope of Work
2. **Payment.** Authority shall pay Consultant for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit B, entitled "Compensation." The payments specified in Exhibit B shall be the only payments to be made to Consultant for services rendered pursuant to this Agreement.
3. **Facilities and Equipment.** Consultant shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing services pursuant to this Agreement.
4. **Indemnification.** Consultant shall defend and hold harmless Authority, its officers, officials, directors, employees, agents, volunteers, and affiliates from any and all claims, demands, causes of action, damages, costs, expenses, actual attorney's fees, consultant's fees, expert fees, losses or liability, in law or in equity, of every kind and nature whatsoever arising out of or in connection with Consultant's operations, or any subcontractor's operations, to be performed under this Agreement for Consultant's or subcontractor's tort negligence including active or passive, or strict negligence, including but not limited to personal injury including, but not limited to bodily injury, emotional injury, sickness or disease, or death to persons and/or damage to property of anyone, including loss of use thereof, caused or alleged to be caused by any act or omission of Consultant, or any subcontractor, including any such loss or liability caused by the concurrent passive negligence of Authority or any Authority officer, employee, agent, volunteers or affiliates for the full period of time allowed by the law, regardless of any limitation by insurance. The provisions of this section shall survive the expiration or termination of this Agreement.
5. **Insurance Requirements.** Consultant agrees to comply with all of the Insurance Requirements set forth in Exhibit C, entitled "Insurance Requirements for Consultant."

6. **Conflict of Interest.** Consultant shall not enter into any contract or agreement during the performance of this Agreement which will create a conflict of interest with its duties to Authority under this Agreement.
7. **Independent Contractor.** Consultant shall be an independent contractor and shall not be an employee of Authority while performing services pursuant to this Agreement. Authority shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement; however, Authority shall not have the right to control the means by which Consultant accomplishes services pursuant to this Agreement.
8. **Licences, Permits, Etc.** Consultant represents and warrants to Authority that it has all professional licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for Consultant to practice its profession. Consultant represents and warrants to Authority that it shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for Consultant to practice its profession.
9. **Standard of Performance.** Consultant shall perform all services required pursuant to this Agreement in a manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged. All products and services of any nature which Consultant provides to Authority pursuant to this Agreement shall conform to the standards of quality normally observed by licensed, competent professionals practicing in Consultant's profession.
10. **Time for Performance.** Consultant shall devote such time to the performance of the services required by this Agreement as may be reasonably necessary for the satisfactory performance of its obligations pursuant to this Agreement. No party shall be considered in default of this Agreement to the extent performances are prevented or delayed by any cause, present or future, which is beyond the reasonable control of the parties set forth in this Agreement.
11. **Personnel.** Consultant agrees to assign only competent personnel according to the reasonable and customary standards of training and experience in the relevant field to perform services pursuant to this Agreement. Failure to assign such competent personnel shall constitute grounds for termination of this Agreement pursuant to Section 14 of this Agreement.
12. **Consultant Not Agent.** Except as Authority may authorize in writing, Consultant shall have no authority, express or implied, to act on behalf of

Authority in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement, to bind Authority to any obligation whatsoever.

13. **Abandonment by Authority.** Upon abandonment of the project encompassed by this Agreement by Authority, and written notification to Consultant, this Agreement shall terminate. Consultant shall be entitled to compensation earned by it prior to the date of termination, computed prorated up to and including the date of termination. Consultant shall not be entitled to any further compensation as of the date of termination. All charges incurred shall be payable by Authority within thirty (30) days following submission of a final statement by Consultant.
14. **Termination by Authority.** Should Authority, at any time, and at its sole discretion, become dissatisfied with Consultant's performance under this Agreement, it may terminate the Agreement immediately upon giving notice to Consultant. In the event of such a termination, Consultant shall be compensated for all reasonably satisfactory work completed at the time of termination.
15. **Products of Consulting Services.** All information developed pursuant to this Agreement, and all work sheets, reports, and other work products, whether complete or incomplete, of Consultant resulting from services rendered pursuant to this Agreement, shall become the property of Authority. Consultant does not assume any liability which may arise from the use of its work products created under this Agreement for other than their specific intended purpose.
16. **Cooperation by Authority.** Authority shall, to the extent reasonable and practicable, assist and cooperate with Consultant in the performance of Consultant's services hereunder.
17. **Assignment and Subcontracting Prohibited.** No party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

Consultant shall not subcontract any services to be performed under this Agreement without the prior written consent of Authority.

18. **Non-Discrimination/Fair Employment Practices.** Consultant agrees to observe the provisions of the City of Vallejo's Public Works Contracts Affirmative Action Ordinance (Ordinance No. 36 N.C. (2d), as amended, Vallejo Municipal Code, Chapter 2.72) obligating every contractor or consultant under a contract or subcontract to Authority for public works or for

goods or services to refrain from discriminatory employment practices on the basis of race, religious creed, color, sex, national origin, or ancestry of any employee of, or applicant for employment with, such contractor or consultant. By this reference, said Ordinance is incorporated in and made a part of this Agreement.

19. **Notices.** All notices pursuant to this Agreement shall be in writing and mailed, postage prepaid, first class mail or personally delivered as follows:

If to Authority:

If to Consultant:

20. **Integration Clause.** This Agreement constitutes the entire agreement of the parties and may not be amended, except in a writing signed by all parties.
21. **Severability Clause.** Should any provision of this Agreement ever be deemed to be legally void or unenforceable, all remaining provisions shall survive and be enforceable.
22. **Law Governing.** This Agreement shall in all respects be governed by the laws of the State of California. Litigation arising out of or connected with this Agreement shall be instituted and maintained in the courts of Solano County in the State of California or in the United States District Court, Eastern District of California, Sacramento, California, and the parties consent to jurisdiction over their person and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.
23. **Waiver.** Waiver by any party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent or any other right hereunder.
24. **Ambiguity.** This Agreement and each of its provisions have been jointly drafted by Authority and Consultant; no party shall be deemed to have been the drafting party and no ambiguity shall be presumed to be construed against any party.



25. **Headings.** The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.
26. **Compliance with Laws.** Consultant will comply with all statutes, regulations, and ordinances in the performance of all services pursuant to this Agreement.
27. **Confidentiality of Authority Information.** During performance of this Agreement, Consultant may gain access to and use Authority regarding, but not limited to, procedures, policies, training, operational practices, and other vital information (hereafter collectively referred to as "Authority Information") which are valuable, special, and unique assets of Authority. Consultant agrees to protect all Authority Information and treat it as strictly confidential, and further agrees Consultant will not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any Authority Information to any third party without the prior written consent of Authority. A violation by Consultant of this paragraph shall be a material violation of this Agreement and will justify legal and/or equitable relief.
28. **Authority Representative.** The Representative specified in Exhibit A, or the representative's designee, shall administer this Agreement for Authority.
29. **Counterparts.** The parties may execute this Agreement in two or more counterparts, which shall, in the aggregate, be signed by all the parties; each counterpart shall be deemed an original of this Agreement as against a party who has signed it.
30. **Authority.** The person signing this Agreement for Consultant hereby represents and warrants that he/she is fully authorized to sign this Agreement on behalf of Consultant.
31. **Exhibits.** The following exhibits are attached hereto and incorporated herein by reference:
  - Exhibit A, entitled "Scope of Work", consisting of 2 pages.
  - Exhibit B, entitled "Compensation", consisting of 2 pages.
  - Exhibit C, entitled "Insurance Requirements for Consultant", consisting of 3 pages.

---

**(SIGNATURES ARE ON FOLLOWING PAGE)**

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year shown below the name of each of the parties.

**CONSULTANT**

By: \_\_\_\_\_

DATE: \_\_\_\_\_

(Authority Seal)

**HOUSING AUTHORITY OF THE  
CITY OF VALLEJO, CALIFORNIA,  
a public body, corporate and  
politic**

By: \_\_\_\_\_

Executive Director

DATE: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_

Secretary

**APPROVED AS TO CONTENT:**

By: \_\_\_\_\_

Assistant City Manager/  
Community Development

**APPROVED AS TO INSURANCE  
REQUIREMENTS:**

---

Risk Manager

**APPROVED AS TO FORM:**

---

Authority Counsel

**EXHIBIT A**  
**SCOPE OF WORK**

**1. Representatives:**

The Authority Representative for this Agreement is:

All Consultant correspondence to Authority will be addressed to and questions pertaining to this Agreement will be referred to Authority Representative or the Representative's designee.

The Consultant Representative for this Agreement is:

All Authority questions pertaining to this Agreement will be referred to the Consultant Representative. All correspondence to Consultant shall be addressed to the address set forth above.

**2. Services to be Provided:**

INTRODUCTION

### **3. Term.**

The term of this Agreement shall commence on the date of complete execution of this Agreement and shall continue in full force and effect unless terminated by Authority pursuant to Paragraph 14 of this Agreement.

**EXHIBIT B**  
**COMPENSATION**

**1. Consultant's Compensation.**

- A. Services: Authority agrees to pay Consultant for those services set forth in Exhibit A of this Agreement and for costs and expenses as set forth below.

**2. Payments to Consultant.**

- A. Payments to Consultant shall be made within a reasonable time after receipt of Consultant's invoice, said payments to be made in proportion to services performed. Consultant may request payment on a monthly basis. Consultant shall be responsible for the cost of supplying all documentation necessary to verify the monthly billings to the satisfaction of Authority.
- B. All invoices submitted by Consultant shall contain the following information:
1. Description of services billed under this invoice
  2. Date of Invoice Issuance
  3. Sequential Invoice Number
  4. Amount of this Invoice
  5. Total Billed to Date
- C. Billings that do not conform to the format outlined in B. above shall be returned to Consultant for correction. Authority shall not be responsible for delays in payment to Consultant resulting from Consultant's failure to comply with the invoice format described above.
- D. Request for payment shall be sent to:

**3. Accounting Records of Consultant.**

Consultant shall maintain for three (3) years after completion of all services hereunder, all records under this Agreement, including, but not limited to, records of Consultant's direct costs for all Services and Additional Services performed under this Agreement, in accordance with generally accepted accounting practices, and shall keep such records available for inspection and audit by representatives of the Finance Department of the City of Vallejo at a mutually convenient time.

**4. Taxes.**

Consultant shall pay, when and as due, any and all taxes incurred as a result of Consultant's compensation hereunder, including estimated taxes, and shall provide Authority with proof of such payments upon request. Consultant hereby agrees to indemnify Authority for any claims, losses, costs, fees, liabilities, damages or injuries suffered by Authority arising out of Consultant's breach of this section.



## EXHIBIT C

### INSURANCE REQUIREMENTS FOR CONSULTANT

Consultant shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of work hereunder by the Consultant, their agents, representatives, or employees or subconsultants:

#### A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office form number GL 0002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/78) covering Automobile Liability, code 1 any auto and endorsement CA 0025.
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Professional Liability insurance appropriate to the Consultant's profession (Errors and Omission).

#### B. Minimum Limits of Insurance

Consultant shall maintain limits no less than:

1. General Liability: \$2,000,000 per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

3. Workers' Compensation and Employer's Liability: \$1,000,000 per accident for bodily injury or disease. If Consultant is not subject to California Workers' Compensation requirements, Consultant shall file a completed certificate of exemption form which may be obtained from the County prior to commencing any activity authorized hereunder.
4. Professional Liability (Errors and Omission): \$1,000,000 combined single limit per occurrence, and annual aggregate.

**C. Deductible and Self-Insured Retention**

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

**D. Other Insurance Provisions**

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

1. Authority, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds as respects: liability, including defense costs, arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to Authority, its officers, officials, employees, agents or volunteers. The insurance is to be issued by companies licensed to do business in the State of California.
2. For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects Authority, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by Authority, its officers, officials, employees, agents or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to

Authority, its officers, officials, employees, agents or volunteers.

4. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to Authority.

**E. Acceptability of Insurers**

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

**F. Verification of Coverage**

Consultant shall furnish Authority with original endorsements effecting general and automobile liability insurance coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by Authority before work commences.

**G. Subconsultants**

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

**H. Payment Withhold**

Authority will withhold payments to Consultant if the certificates of insurance and endorsements required in Paragraph F, above, are canceled or Consultant otherwise ceases to be insured as required herein.

# ATTACHMENT “E”

<b>RFP TIMELINE</b>	
<i>Target Date</i>	<i>Task</i>
2006/2007	VHA Budget authority
7/1/2008	Development of RFP for CLT Feasibility Study
7/9/2008	CLT Roundtable
7/25/2008	RFP issued
8/22/2008	RFPs due at VHA
Week of 9/1/08	RFP panel interviews
9/8/2008	Consultant selection
9/30/2008	Consultant Agreement executed with VHA
11/26/2008	Study delivered by consultant to VHA
12/2008-1/2009	VHA/VRA/CC CLT Study Session, direction provided



Agenda No. <sup>CONSENT A</sup>

## COUNCIL COMMUNICATION

Date: September 16, 2008

TO: Honorable Mayor and Members of the City Council

FROM: Sandy Salerno, Interim Human Resources Director *SS*  
Debora Boutté, Human Resources Operations Manager *DB*

SUBJECT: Approval of a Resolution Approving the Amended Rules and Regulations Adopted by the Civil Service Commission

### BACKGROUND AND DISCUSSION

At the June 11, 2007, Civil Service Commission (CSC) meeting, the Chair suggested that the Commission begin looking at changes to the CSC Rules and Regulations that would allow staff broader discretion. Giving staff broader discretion would allow the Commission to meet less often. It is the Commission's desire to meet less frequently and the Municipal Code only requires the Commission to meet every two (2) months. In addition, the recommended changes would provide for shorter time frames for processing recruitments and increase customer service levels to the departments.

Staff prepared recommended changes that would be required in order to give the Executive Secretary the authority to approve all eligibility lists; exam plans; change present job descriptions, and approve all reclassifications. The CSC adopted resolutions revising various CSC Rules and Regulations at their October 11, 2007 and December 10, 2007 meetings. Additionally, at their January 14, 2008 meeting, the CSC adopted a resolution adding to the nomenclature section of the rules.

All of the impacted bargaining groups have been provided the opportunity to address the Civil Service Commission and/or the Human Resources staff regarding any concerns they may have had with the rule changes and all concerns raised have been addressed.

Staff waited to bring all of the rule changes at once for Council approval, as well as provide the additional opportunity to allow the Unions to comment on the changes prior to forwarding them to Council for approval.

In accordance with Charter Section 405, any amendment to the Civil Service Rules and Regulations shall not be effective until approved by the City Council. Therefore, staff recommends that the City Council concur with the Civil Service Commission by approving the amendments to the Civil Service Rules and Regulations adopted by the Commission. The amended rules with deletions shown in ~~strikeout~~ and additions shown in *italicized fonts* are in Attachment A.

**FISCAL IMPACT**

There is no fiscal impact.

**PROPOSED ACTION**

Adopt the Resolution approving the following revised Rules and Regulations adopted by the Civil Service Commission: Rule 4.6 Classification Revision; Rule 13.1, Maintenance; Rule 13.4, Approval of Register of Eligibles; Rule 13.5, Life of Register; Rule 17.8, Conditional Appointments; Rule 6.1, Announcement of Examinations; Rule 9.5, Relative Weights; Rule 9.7, Qualifying Tests; Rule 9.9, Lateral Entry; Rule 10.4, Limitation; Rule 12.1, Inspection of Questions; Rule 4.4, Reclassification; and Rule 15.1, Procedure.

**ENVIRONMENTAL REVIEW**

The adoption of this Resolution is not considered a project under the California Environmental Quality Act.

**DOCUMENTS ATTACHED**

- A. Proposed Amended Civil Service Rules
- B. Resolution Approving the Amended Civil Service Rules and Regulations Adopted by the Civil Service Commission

**CONTACT PERSON**

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**RULES THAT APPLY TO THE APPROVAL OF ALL ELIGIBILITY LISTS****13.1 Maintenance**

The ~~Commission~~ *Executive Secretary* shall maintain a Register of Eligibles in each class of positions in the Classified Civil Service for which either open competitive or promotional examinations are given.

**13.4 Approval of Register of Eligibles**

All names of persons whose general average standing is not less than the minimum fixed by the rules of the Commission shall be placed upon the Register of Eligibles for the class or position for which the examination has been given upon the approval of the ~~Commission~~ *Executive Secretary*.

**13.5 Life of Register**

Names shall remain on the Register of Eligibles for one (1) year from date of approval. The ~~Commission~~ *Executive Secretary* shall have the power to extend the Register of Eligibles for a period of time not to exceed one (1) year. No appointment shall be made from the Register of Eligibles following its expiration. The ~~Commission~~ *Executive Secretary* may at any time terminate a Register of Eligibles if it has fewer than three (3) names.

It is further provided that this Rule shall not apply to eligible lists established from promotional or continuous tests, which lists shall expire at the end of two (2) years after establishment.

**17.8 Conditional Appointments**

When there is a Register of Eligibles which has been certified by the ~~Civil Service Commission~~ *Executive Secretary* and when there is a permanent position to be filled, but because a collateral proceeding questions the validity or legality of that certified Register of Eligibles, the appointing authority may make a conditional appointment to the permanent position pending the outcome of the collateral proceeding, subject, however, to the following provisions:

- a. The conditional appointment shall be made from the certified Register of Eligibles in question.
- b. The provisions of this Rule applicable to the probationary period shall have full force and effect as to conditional appointments, and if the certified Register of Eligibles in question is found valid and legal within six (6) months from the date of the conditional appointment, all time then served by the conditionally appointed person shall apply toward the probationary period; except, if at the expiration of the probationary period the collateral proceeding has not been resolved, the appointment shall not be deemed complete. However, if the conditionally appointed person is not discharged *at prior to the end of the month expiration of the* probationary period, the appointment shall be deemed complete if the



certified Register of Eligibles from which the conditional appointment was made is found to be valid or legal in the collateral proceeding.

- c. If the certified Register of Eligibles in question is found invalid or illegal, the conditional appointment shall be rendered void and the person conditionally appointed returned to his/her prior status.

## **RULES THAT APPLY TO THE APPROVAL OF EXAM PLANS**

### **6.1 Announcement of Examinations**

The Executive Secretary shall prepare an announcement of examination for each examination to be held, announcing the title of the position, the purpose, the last date for filing, the date of examination, the place of examination, residence requirement, age requirement, compensation, the prerequisites for acceptance of applications, the scope of the examination including the percentage to be allowed for each part and such other information as the ~~Commission~~ *Executive Secretary* may deem desirable.

### **9.5 Relative Weights**

All examinations shall embrace certain subjects to which weights shall be assigned, the weight given to each subject to represent its relative value in ascertaining the fitness of the applicant. Each subject of examination shall be graded independently, this grade to be multiplied by the weight assigned to such subject, the sum of the resulting product shall be divided by the total weights of all subjects in the examination, and the resulting quotient shall be the general average which shall be used in determining the order in which the names of the candidates shall appear in the report of the examination. Unless otherwise provided in notices published prior to holding the examination, the average percentage for the proficiency required for passing shall be seventy percent (70.00%). The ~~Commission~~ *Executive Secretary* may, at the time it determines and fixes the nature and content of the examination, allow a credit of not exceeding five (5) to all applicants taking the written portion of the examination to compensate for the margin of error or other variables which are predicted to influence adversely the successful completion of the written examination.

### **9.7 Qualifying Tests**

In examining for any class of positions in which in the opinion of the ~~Commission~~ *Executive Secretary*, a skill(s) or physical ability(ies) are essential for satisfactory performance, the ~~Commission~~ *Executive Secretary* may, give a qualifying test in such skill(s) or physical ability(ies) and may fix a qualifying standard of performance as a condition of eligibility to compete in the examination for such class and where such a qualifying test is to be included as a condition of eligibility; such a fact shall be included in the notice of examination. The names of candidates whose performance is below the minimum qualifying standard of performance in such skill(s) or physical ability(ies) shall not be entered upon the eligible list for that class regardless of their average on the competitive part or

parts of the examination. If such qualifying test(s) can be scored and rated competitively, then, in the discretion of the ~~Commission~~ *Executive Secretary*, the ratings of those candidates who meet or exceed the minimum qualifying standard may be used in determining the grades and ranks of such candidates, provided that such use of the ratings and the relative weights to be assigned thereto are announced in the notice of examination.

#### **9.9 Lateral Entry**

When authorized by the ~~Commission~~ *Executive Secretary*, an unassembled examination may be given to an applicant who applies for a police service position and who can document that he or she has served in the same or substantially similar position as the position within the classified service of the City of Vallejo to which he or she now seeks appointment, or who can document that he or she was graduated from an academy certified by the California Commission on Peace Officer Standards and Training (P.O.S.T.). Said prior service of an applicant, or such graduation, must have occurred within the thirty-six (36) consecutive months immediately preceding the date of examination. Said prior service must have lasted for a period of time equivalent to the applicable City of Vallejo probationary period of time. Certification of Police Trainees through a Police Trainee Lateral Entry Register of Eligibles shall be made pursuant to Rule 25.

The provisions of Rules 9.2, 9.5, 9.6, 9.7 and 9.8 shall have no application to lateral entry applicants.

#### **10.4 Limitation**

No person shall be examined for promotion unless he/she has been regularly appointed to and has passed his/her probationary period in one or more classes from which promotion is limited. Whenever the establishment of a new class or the alteration of an existing class by the addition of new duties or responsibilities changes the normal lines of promotion, the ~~Commission~~ *Executive Secretary*, in giving an examination for a higher class for which competition is limited to employees of such newly established or altered class, may, in its discretion, admit to such examination employees who received their appointments through certification from the first eligible list promulgated for such newly established or altered class after its establishment or alteration and who have not completed their probationary periods in some other position in City service. The ~~Commission~~ *Executive Secretary* may, in its *his/her* discretion, permit an applicant to take a promotional examination for a higher class if said applicant has been prevented from completing his/her probationary period of service in the lower class by the acceptance of a temporary or regular appointment in such higher class, if the combined period of service in the lower class and the higher class shall have amounted to not less than the full probationary period.

#### **12.1 Inspection of Questions**

During the seven (7) working days after a written test has been administered, any

candidate may inspect a copy of the question booklet and the answer key at the ~~offices of the Commission~~ office of the Director of Human Resources. If the test is used on a continuous testing basis, is a standardized test, is a copyrighted test or obtained from another jurisdiction or from a testing agency where a contractual provision requires that the test materials be kept confidential, then candidates shall not be permitted to review the test or question booklet. During this period of inspection, he/she may file, in writing, a protest against any part of the written test, citing the question or questions against which the protest is directed and his/her reasons for protesting. During the inspection of the booklet, candidates shall not be allowed to copy any of the test questions, except to the extent necessary to file a protest.

#### **RULE THAT APPLIES TO THE APPROVAL OF ALL RECLASSIFICATIONS INTO PRESENT JOB CLASSIFICATIONS**

##### **4.4 Reclassification**

From time to time as the positions of the City may increase or decrease in number or when the duties of any department or position change materially, any employee or department head may request the ~~Commission~~ Executive Secretary to review the classification title or any position. If the ~~Commission~~ Executive Secretary finds that the ~~class~~ classification title no longer applies to the position, such position may either be reclassified, the employee transferred to a more appropriate class, or an employee laid off as outlined under Rule 22 or the impacted employee's collective bargaining agreement.

#### **RULE THAT APPLIES TO THE REQUISITION PROCESS**

##### **15.1 Procedure**

Whenever a position is to be filled in the Classified Civil Service, the head of the department shall make requisition upon a form prescribed by the ~~Commission~~ Executive Secretary for the certification of the names of eligibles for such position and shall state whether the position is permanent, limited or intermittent; the rate of compensation and other conditions of employment; if limited, the duration of such period and if intermittent, the number of days per month. The ~~Commission~~ Executive Secretary shall thereupon certify in accordance with the rules governing certification.

#### **RULE THAT APPLIES TO CHANGING PRESENT JOB DESCRIPTIONS**

##### **4.6 Classification Revision**

~~The classification plan shall be subject to revision by the Commission, either by changes in the class title, by amendment of specifications or by addition of a class without amendment to the Rules and Regulations.~~

Significant revisions to the classification plan shall be approved by the Commission either by changes in the class title, by amendments of specifications or by addition of a class without amendments to the Civil Service Rules and

Regulations. Significant revisions as used in this Rule 4.6 means revisions that alter the substantive meaning of any job duty detailed in existing classification plan. This expression does not include editorial, stylistic or other revisions that have minimal or have no impact on the basic meaning of the job duties detailed in the existing classification plan which shall be considered "minor revisions". If significant revisions to a classification plan are being proposed for approval by the Commission with or without agreement from the affected collective bargaining units, the Executive Secretary shall provide notice to the affected collective bargaining units representing the class at least three (3) calendar days prior to meeting at which a classification recommendation is being made. All minor revisions to a classification plan may be approved by the Executive Secretary.

**RESOLUTION NO. 08 - N.C.**

BE IT RESOLVED by the Council of the City of Vallejo as follows:

WHEREAS, Article IV, Section 405 of the City Charter of the City of Vallejo provides that the Council may create boards and commissions empowered to adopt rules to govern the operations of any City Department or function, or to hear appeals from actions taken under such rules or the laws governing the operation of such department or function. Rules and amendments thereto made by such a board or commission shall be effective only on approval of the City Council; and,

WHEREAS, it is the desire of the Civil Service Commission to amend Civil Service Rules and Regulations to allow the Executive Secretary of the Civil Service Commission the authority to approve all eligibility lists; exam plans; change present job descriptions, and approve all reclassifications and provide staff broader discretion; and,

WHEREAS, giving staff broader discretion allows the Commission to meet every two (2) months as permitted by the Vallejo Municipal Code; and,

WHEREAS, giving staff broader discretion allows the Human Resources Department to provide a higher level of customer service regarding shorter time frames in completing recruitments; and,

WHEREAS, the Civil Service Commission adopted resolutions amending Rule 4.6 Classification Revision; Rule 13.1, Maintenance; Rule 13.4, Approval of Register of Eligibles; Rule 13.5, Life of Register; Rule 17.8, Conditional Appointments; Rule 6.1, Announcement of Examinations; Rule 9.5, Relative Weights; Rule 9.7, Qualifying Tests; Rule 9.9, Lateral Entry; Rule 10.4, Limitation; Rule 12.1, Inspection of Questions; Rule 4.4, Reclassification; and Rule 15.1, Procedure.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Vallejo does hereby approve the Civil Service Commission adoption of amendments to the following Civil Service Rules and Regulations: Rule 4.6 Classification Revision; Rule 13.1, Maintenance; Rule 13.4, Approval of Register of Eligibles; Rule 13.5, Life of Register; Rule 17.8, Conditional Appointments; Rule 6.1, Announcement of Examinations; Rule 9.5, Relative Weights; Rule 9.7, Qualifying Tests; Rule 9.9, Lateral Entry; Rule 10.4, Limitation; Rule 12.1, Inspection of Questions; Rule 4.4, Reclassification; and Rule 15.1, Procedure.



**COUNCIL COMMUNICATION**

**Date: September 16, 2008**

TO: Honorable Mayor and Members of the City Council

FROM: Sandy Salerno, Interim Human Resources Director *NS*  
Debora Boutté, Human Resources Operations Manager *DB*

SUBJECT: Annual Report of the Civil Service Commission – Information only

**BACKGROUND AND DISCUSSION**

The Civil Service Rules and Regulations require the Director of Human Resources to submit an annual report to the Civil Service Commission for its approval summarizing the activities of the Commission.

Staff prepared the Annual Report for Fiscal Year 2007-2008 and presented it to the Civil Service Commission. The Civil Service Commission r approved the report and requested that it be forwarded to the City Council.

**PROPOSED ACTION**

This report is for information only. No action will be taken.

**ENVIRONMENTAL REVIEW**

The submission of this report is not a project under the California Environment Quality Act ("CEQA")

**DOCUMENTS ATTACHED**

A. Annual Report of the Civil Service Commission.

**CONTACT PERSON:**

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**PREPARED BY:**

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**ANNUAL REPORT  
TO THE  
CIVIL SERVICE COMMISSION**

**SUBMITTED BY  
Debora Boutté, Interim Executive Secretary  
July 14, 2008**

**Prepared By  
Vivian Evans, Personnel Analyst II**

## **Introduction**

The Civil Service Commission was created by the Charter of the City of Vallejo Article IV, Section 402, Boards and Commissions, which states:

*“The Council may create by ordinance such boards and commissions as may be required for the proper operation of any function or agency of the City, and prescribe their duties and powers, terms, compensation and reimbursement for expenses, if any, subject to the provisions of this Article. Such boards may be advisory, policy, appellate and/or rule making. Members of boards and commissions shall be appointed by the Council. Vacancies shall be filled for the unexpired terms in the same manner as original appointments are made.”*

The current Civil Service Commission is made up of five Commissioners, President Marc Fox, Vice President Michael Prevolos, Secretary Donald Jordan, Connie Klimisch, and Frank Jackson. The current City Council Liaison is Councilmember Tom Bartee.

The Civil Service Commission is charged with the responsibility to oversee the Competitive Civil Service as described in Article VIII of the Charter. These duties include the approval of job descriptions, exam plans, and Registers of Eligibles, and determining the status of positions as exempt or non-exempt. In addition, the Civil Service Commission serves as an appeals board for hearing disciplinary appeals from employees.

This annual report is a summary of the Civil Service Commission’s actions during fiscal year 2007-2008. The Executive Secretary is required to submit an annual report to the Commission under Rule 2.13, which states:

*“The Executive Secretary shall prepare an annual report to be referred to the Commission for approval at the regular meeting of July of each year. The report shall summarize the business of the Commission and shall furnish such information as may be of public interest concerning the work of the Commission for the fiscal year immediately past.”*

Attachment A provides a summary of the Civil Service Commission’s actions during fiscal years 2005/06, 2006/07 and 2007/08.

### **Civil Service Commission Staff**

The Human Resources Department is responsible for managing the City’s personnel management program. Debora Boutté, Human Resources Operations Manager acts as Interim Executive Secretary to the Civil Service Commission. Lydia Lofton, Executive Secretary to the Director of Human Resources, provides the official recording of minutes. Staff members to the Civil Service



Commission are Vivian Evans, Personnel Analyst II and Livienne Manguera, Personnel Technician.

### **Recruitment Activity**

During the fiscal year of 2007 - 2008 the Human Resources Department processed 1,409 applications for 47 non-exempt recruitments (see attachment B) and 4 exempt recruitments (see attachment C). This is in comparison to the previous fiscal year of 2006 - 2007 in which the Human Resources Department processed 1,542 applications for 42 non-exempt recruitments and 8 exempt recruitments. For the purposes of this report, the recruitments are divided into two categories (1) non-exempt (Civil Service) and (2) exempt (non-Civil Service) positions.

### **Register of Eligibles**

Under Rule 13.1, the Civil Service Commission is responsible for preparing and maintaining Registers of Eligibles. Rule 13.1 states:

*“The Commission shall maintain a Register of Eligibles in each class of positions in the Classified Civil Service for which either open competitive or promotional examinations are given.”*

The Commission approved 31 Registers of Eligibles (excluding 16 Police Officer Registers of Eligibles that were approved by the Executive Secretary, Rule 25.4.b) for the current fiscal year compared to the previous fiscal year in which the Commission approved 42 Registers of Eligibles. In addition, the Commission approved the extension of 1 Register of Eligibles as compared to 1 the previous fiscal year. Attachment B provides further information regarding approved Registers of Eligibles.

### **Exempt Recruitments**

The Department of Human Resources conducted 4 exempt recruitments (non-Civil Service) during the current fiscal year, as compared to the previous fiscal year count of 8 exempt recruitments. Attachment C provides further information regarding exempt recruitments.

### **Classifications**

The Civil Service Commission is authorized to prepare and maintain classifications under Rule 4.1 which states:

*“On the basis of a study of the duties and responsibilities of all positions in the Classified*

*Service the Commission shall prepare and maintain a classification plan.”*

In addition, under Rule 4.6, the Commission is given the authority to amend existing classification specifications as follows:

*“The classification plan shall be subject to revision by the Commission, either by changes in the class title, by amendment of specifications or by addition of a class without amendment to the Rules and Regulations.”*

During the current fiscal year, the Commission approved 4 new classification specifications and approved the revision of the 0 classification specifications. In the previous fiscal year, the Commission approved 6 new classification specifications and the revision of 47 classification specifications including those revisions to comply with the ADA and CA Worker’s Compensation Regulations. Attachment D summarizes the Commission’s actions.

### **Reclassifications**

Rule 4.4 and 4.5 of the Civil Service Rules states:

*“From time to time as the positions of the City may increase or decrease in number or when the duties of any department or position change materially, any employee or department head may request the Commission to review the classification title or any position. If the Commission finds that the class title no longer applies to the position, such position may either be reclassified, the employee transferred to a more appropriate class, or an employee laid off as outlined under Rule 22 or the impacted employee’s collective bargaining agreement.”*

*“Subsequent to the adoption of the classification plan, whenever a new position is authorized or created, or whenever study and investigation disclose that any position is not allocated to its proper class for any reason whatsoever whether through an error in the original allocation, amendment of the classification plan or change in the nature of the position, the Commission shall allocate or reallocate such position by assignment of a title, either one already in the classification plan, or shall prepare a new specification and a new class title appropriate to the position.”*

During the current fiscal year, the Commission approved the reclassification of 1 position. In the previous fiscal year the Commission approved the reclassification of 7 positions. The table identified as Attachment D details the classification specifications and the action taken.

## **Exam Plans**

Under Rule 9.1 of the Civil Service Rules, the Civil Service Commission is authorized to determine the nature and content of examinations. Rule 9.1 states the following:

*“The Commission shall determine and fix the nature and content of the examinations including any physical agility tests. The types of examination are open competitive, promotional, inter-departmental promotional and labor registration, the procedure governing each of which is described hereafter.”*

During the fiscal year, the Commission approved 4 exam plans, as compared to the previous fiscal year count of 5 exam plans. Attachment E details the classification specifications, exam type, exam plan, and the action taken by the Commission.

## **Civil Service Rule Amendments**

Rule 2.8 permits the Civil Service Commission to consider amendments to the Civil Service Rules. The Rule states in part the following:

*“The Commission shall have the power to adopt, change, amend, revoke or modify these Rules and Regulations, or any part thereof, provided, at any meeting of the Commission. Rules and amendments thereto made by the Civil Service Commission shall be effective only on approval by the City Council.”*

During the fiscal year the Commission approved 14 rule changes, as compared to 3 rule changes in the previous fiscal year. Attachment F details the rule changes.

## **Disciplinary Appeal Hearings**

Rule 19.1 authorizes the Commission to hear employee appeals of disciplinary actions as follows:

*“Any employee in the classified service shall have the right to appeal to the Commission relative to any situation affecting his/her employment status or conditions of employment, except in instances where the right to appeal is prohibited by the Charter or these Rules. Such appeal shall be filed in accordance with the procedure for filing appeals outlined in Rule 18.3, except that such appeal may be filed at any time. Within five (5) days the Commission shall convene to*

*conduct a hearing on the matter.”*

During the fiscal year, the Commission held no disciplinary appeal hearing in an employee-requested closed session, as compared to the previous fiscal year in which 0 disciplinary hearing was held.

Attachment A

CITY OF VALLEJO  
Civil Service Commission

SUMMARY

FY 2007 - 2008

Recruitments	Applications Received	Eligible Candidates (excludes exempt candidates)	Registers of Eligibles	Regular Hires (includes exempt hires)	New/Revised Classification Specifications	Reclassification Requests	Creation of New Exam Plans	Rule Changes
51	1,409	243	51	17	4	1	4	15

FY 2006 - 2007

Recruitments	Applications Received	Eligible Candidates (excludes exempt candidates)	Registers of Eligibles	Regular Hires (includes exempt hires)	*New/Revised Classification Specifications	Reclassification Requests	Creation of New Exam Plans	Rule Changes
50	1,542	278	50	23	53	6	5	3

FY 2005 - 2006

Recruitments	Applications Received	Eligible Candidates (excludes exempt candidates)	Registers of Eligibles	Regular Hires (includes exempt hires)	*New/Revised Classification Specifications	Reclassification Requests	Creation of New Exam Plans	Rule Changes
38	1,229	318	38	42	43	7	3	2

\* Including those revisions to comply with the ADA and CA Worker's Compensation Regulations

**Attachment B**

**CITY OF VALLEJO  
Civil Service Commission  
Register of Eligibles**

**July 2007 - June 2008**

<b>Non- Exempt Recruitments</b>	<b>#of Applications</b>	<b># of Eligible Candidates</b>
(1) Communications Operator I	119	8
(2) Communications Operator II	15	6
(3) Instrument Technician	34	3
(4) Police Officer	7	1
(5) Building Inspector II	17	5
(6) Communications Operator I	1	1
(7) Pipe Mechanic I	5	3
(8) Police Officer	9	4
(9) Secretary	4	3
(10) Communications Operator I	1	1
(11) Police Officer	13	5
(12) Communications Operator I	113	14
(13) Communications Operator II	4	1
(14) Engineering Technician II	19	4
(15) Police Officer	11	3
(16) Communications Operator I	2	2
(17) Communications Operator II	16	2
(18) Police Officer	26	5
(19) Communications Operator I	4	4
(20) Police Officer	7	2
(21) Treatment Plant Operator I	273	46
(22) Treatment Plant Operator III/IV	26	2
(23) Police Officer	10	4
(24) Communications Operator	142	24
(25) Police Officer	8	2
(26) Police Officer	18	6
(27) Associate Civil Engineer – Traffic	10	6
(28) Communications Operator I	2	2

**Attachment B**

**CITY OF VALLEJO  
Civil Service Commission  
Register of Eligibles**

**July 2007 - June 2008**

<b>Non- Exempt Recruitments</b>	<b># of Applications</b>	<b># of Eligible Candidates</b>
(29) Laboratory Analyst I/II	66	12
(30) Senior Civil Engineer – Traffic	4	4
(31) Senior Community Development Analyst	20	2
(32) Water Operation Maintenance Planner	18	2
(33) Police Officer	2	1
(34) Police Officer	5	2
(35) Police Officer	6	1
(36) Communications Operator I	5	5
(37) Police Officer	4	2
(38) Communications Operator I	5	5
(39) Communications Operator II	19	5
(40) Treatment Plant Operator III/IV	10	2
(41) Police Officer	6	4
(42) Communications Operator I	3	3
(43) Communications Operator II	8	1
(44) Utility Mechanic	35	3
(45) Police Officer	7	2
(46) Communications Operator I	135	17
(47) Police Officer	6	1
<b>TOTAL</b>	<b>1,280</b>	<b>243</b>

**Attachment C**

**CITY OF VALLEJO  
Exempt Recruitments  
July 2007 - June 2008**

<b>Exempt Recruitments</b>	<b># of Applications</b>	<b># of Hires</b>
(1) Risk Manager	51	1
(2) Assistant Maintenance Superintendent - Utilities	6	1
(3) Administrative Analyst I/II - Transportation	71	1
(4) Deputy Maintenance Superintendent	1	1
<b>TOTAL</b>	<b>129</b>	<b>4</b>



**Attachment D**

**CITY OF VALLEJO  
Civil Service Commission  
Classification Activities and Status  
July 2007 - June 2008**

<b>CLASSIFICATION SPECIFICATION TITLE</b>	<b>STATUS</b>
New Classifications	
(1) New Classification Specification of Media Services Specialist	Approved – New
(2) New Classification Specification of Water Operations Maintenance Planner	Approved – New
(3) New Classification Specification of Senior Instrument Technician	Approved – New
(4) New Classification Specification of Building Plans Engineer	Approved - New
Reclassification	
(1) Engineering Technician to Senior Engineering Technician	Approved - Reclassification

**Attachment E**

**CITY OF VALLEJO  
Civil Service Commission  
Exam Plan Activities and Status  
July 2007 – June 2008**

<b>CLASSIFICATION SPECIFICATION</b>	<b>EXAM TYPE</b>	<b>EXAM PLAN</b>	<b>STATUS</b>
(1) Public Works Specialist	Open	Establish an exam plan to be weighted at 100%	Approved
(2) Utility Mechanic	Open	Establish an exam plan to be weighted at 50% written exam and 50% oral interview.	Approved
(3) Senior Instrument Technician	Open	Establish an exam plan to be weighted at 100% oral interview.	Approved
(4) Water Operations Maintenance Planner	Open	Establish an exam plan to be weighted at 50% written exam 50% oral interview.	Approved

**Attachment F**

**CITY OF VALLEJO  
Civil Service Commission  
Rule Changes  
July 2007 – June 2008**

<b>Rule Number and Title</b>	<b>Subsequent Change</b>
(1) Rule 1, Nomenclature – Definition of Terms	Civil Service Commission adopted a resolution revising the rule to include Provisional Appointments.
(2) Rule 4.4, Reclassification	Civil Service Commission adopted a resolution revising the rule to allow the Executive Secretary to certify reclassifications.
(3) Rule 4.6, Classification Revision	Civil Service Commission adopted a resolution revising the rule to allow the Executive Secretary to amend classification specifications.
(4) Rule 6.1, Announcement of Examinations	Civil Service Commission adopted a resolution revising the rule to allow the Executive Secretary to deem desirable announcement of examinations.
(5) Rule 9.5, Relative Weights	Civil Service Commission adopted a resolution revising the rule to allow the Executive Secretary to determine and fix the nature and content of an examination.
(6) Rule 9.7, Qualifying Test	Civil Service Commission adopted a resolution revising the rule to allow the Executive Secretary to establish ratings and/or relative weights to be assigned to an examination.
(7) Rule 9.9, Lateral Entry	Civil Service Commission adopted a resolution revising the rule to allow the Executive Secretary to authorize an unassembled examination for an applicant who applies for a police service position.
(8) Rule 10.4, Limitation	Civil Service Commission adopted a resolution revising the rule to allow the Executive Secretary the discretion to rule on promotional examinations.

**Attachment F**

**CITY OF VALLEJO  
Civil Service Commission  
Rule Changes  
July 2007 – June 2008**

<b>Rule Number and Title</b>	<b>Subsequent Change</b>
(9) Rule 12.1, Inspection of Questions	Civil Service Commission adopted a resolution revising the rule to allow an applicant to review exam materials in the offices of the Executive Secretary.
(10) Rule 13.1, Maintenance	Civil Service Commission adopted a resolution revising the rule to allow the Executive Secretary to maintain Register of Eligibles.
(11) Rule 13.4, Approval of Register of Eligibles	Civil Service Commission adopted a resolution revising the rule to allow the Executive Secretary to certify Register of Eligibles.
(12) Rule 13.5, Life of Register	Civil Service Commission adopted a resolution revising the rule to allow the Executive Secretary to extend a Register of Eligibles not to exceed one (1) year or terminate a Register of Eligibles if it has fewer than three (3) names.
(13) Rule 15.1, Procedure	Civil Service Commission adopted a resolution revising the rule to allow the Executive Secretary to create a prescribe form and certify names of eligibles on the form.
(14) Rule 17.8, Conditional Appointments	Civil Service Commission adopted a resolution revising the rule covering conditionally appointed persons who were not discharged prior to the expiration of their probationary period.




CONSENT C

Agenda Item No.

## **COUNCIL COMMUNICATION**

Date: September 16, 2008

TO: Honorable Mayor and Members of the City Council

FROM: Gary A. Leach, Public Works Director 

SUBJECT: APPROVAL OF A RESOLUTION AUTHORIZING THE TRANSPORTATION SUPERINTENDENT TO FILE AND EXECUTE AN APPLICATION FOR FTA SECTION 5311 FUNDS (49 U.S.C. SECTION 5311), PROVIDE ADDITIONAL INFORMATION AS NEEDED, AND SUBMIT AND APPROVE REQUESTS FOR REIMBURSEMENTS.

### **BACKGROUND AND DISCUSSION**

The City of Vallejo Metropolitan Transportation Commission has programmed the funds for the Regional Transportation Improvement Plan which envelops the two fiscal years; 2007-08 through 2008-09 for the total amount of \$378,581. The City may be eligible to apply for up to \$198,953 in operating assistance for fiscal year 2007-08 and \$179,628 for fiscal year 2008-09 with the application subject to approval by Caltrans, District 4. The City cannot submit an application until the fiscal year has closed and the City has received its audited financial statement.

Metropolitan Planning Organizations (MPO's) are responsible for the programming of federal transportation funds. The Metropolitan Transportation Commission (MTC) is the City of Vallejo Transportation Division's MPO. The funds available for programming are federal section 5311 funds which may be used for transit operating expenses for general public transportation services to non-urbanized areas, that is, any area outside of designated urbanized areas in each state, as defined in the guidance set forth by MTC.

The California Department of Transportation (Caltrans) has been designated by the Governor of the State of California to administer Section 5311 funds for public transportation projects. The application must therefore be submitted to and processed by Caltrans.

The City of Vallejo's transportation proposed project is the operation of Route 85. This route services a non-urbanized area connecting Fairfield – Solano Mall, Solano Community College, Green Valley Shopping Area, Sonoma Blvd. shopping, and Downtown Vallejo. The Section 5311 funds will assist in offsetting the operating cost of this route. Additional operating support comes from the Solano Transportation Authority



Intercity Funding Agreement, State Transit Assistance Funds (STAF) and Transportation Development Act (TDA) funds.

### Fiscal Impact

The Transportation Division is an enterprise fund set up to operate strictly on federal, state and fare revenues. The City of Vallejo is submitting an application to receive funds totaling \$198,953 for fiscal year 2007-08 and \$179,628 for fiscal year 2008-09. This transit project will be supported with a combination of local STA/TDA funds, Bridge Toll Revenues and/or other state funds in order to satisfy the 50% local match requirement. There is no impact to the General Fund.

### RECOMMENDATION

Approval of a resolution authorizing the Transportation Superintendent to file and execute the application for funds pursuant to 49 USC Section 5311 (section 5311 funds), provide additional information as needed, and submit and approve requests for reimbursements.

### ENVIRONMENTAL REVIEW

The action involving the authorization, filing and execution of the application, as well as the subsequent actions related to the funding request are not actions with a direct or indirect foreseeable environmental impacts, and therefore, together or separately, they do not qualify as a project under CEQA.

### PROPOSED ACTION

Approval of a resolution authorizing the Transportation Superintendent to file and execute the application for 49 USC Section 5311 funds, provide additional information as needed, and submit and approve requests for reimbursements.

### DOCUMENTS ATTACHED

- a. Approval of a resolution authorizing the Transportation Superintendent to file and execute the application with Caltrans for FTA Section 5311 funds, provide additional information as needed, and submit and approve requests for reimbursement.



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CONTACT PERSONS

Gary A. Leach, Public Works Director  
648-4316  
[gleach@ci.vallejo.ca.us](mailto:gleach@ci.vallejo.ca.us)

Crystal Odum Ford, Transportation Superintendent  
648-5241  
[codumford@ci.vallejo.ca.us](mailto:codumford@ci.vallejo.ca.us)

September 16, 2008  
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RESOLUTION NO. 08-\_\_\_\_\_ N.C.

APPROVAL OF A RESOLUTION AUTHORIZING THE TRANSPORTATION SUPERINTENDENT TO FILE AND EXECUTE AN APPLICATION FOR FTA SECTION 5311 FUNDS (49 U.S.C. SECTION 5311) WITH CALTRANS, PROVIDE ADDITIONAL INFORMATION AS NEEDED, AND SUBMIT AND APPROVE REQUESTS FOR REIMBURSEMENTS

WHEREAS, the U. S. Department of Transportation is authorized to make grants to states through the Federal Transit Administration to support capital and operating assistance projects for non-urbanized public transportation systems under Section 5311 of the Federal Transit Act; and

WHEREAS, the California Department of Transportation District 4 has been designated by the Governor of the State of California to administer Section 5311 grants for public transportation projects; and

WHEREAS, Caltrans allocates regional apportionments of Section 5311 funds and the Regional Transportation Planning Agencies ("RTPA") of the State of California are responsible for the programming of the regional apportionments; and

WHEREAS, the Metropolitan Transportation Commission ("MTC") is the RTPA for the City of Vallejo's Transportation Division, and the MTC has programmed Section 5311 to the City of Vallejo, and

WHEREAS, an application for Section 5311 funds must be filed with Caltrans to receive Section 5311 funding assistance, and

WHEREAS, under applicable FTA grant requirements only an eligible FTA recipient or subrecipient may receive Section 5311 funds, and the City of Vallejo is an eligible FTA grant recipient,

WHEREAS, the City of Vallejo's Transportation Division has satisfied the local match requirement with STA/TDA funds, Bridge Toll Revenues and/or other state funds and

WHEREAS, the City of Vallejo's Transportation Division desires to apply for said financial assistance and

WHEREAS, the City of Vallejo/Transportation Division has, to the maximum extent feasible, coordinated with other transportation providers and users in the region,



NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the City Council of the City of Vallejo does hereby authorize and direct the Transportation Superintendent,

1. To file and execute applications on behalf of City of Vallejo/Transportation Division with the California Department of Transportation to aid in the financing of operating or capital assistance projects pursuant to Section 5311 of the Federal Transit Act, as amended.
2. To file all assurances or any other document required by the Department.
3. To provide additional information as the Department may require in connection with the application for the Section 5311 projects.
4. To submit and approve requests for reimbursement of funds from the California Department of Transportation for Section 5311 project(s).

September 16, 2008

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Agenda No. CONSENT D

**COUNCIL COMMUNICATION**

**Date: September 16, 2008**

TO: Honorable Mayor and Members of the City Council

FROM: Craig Whittom Assistant City Manager/Community Development *AW*  
Robert Adams, Development Services Director *RA*  
Don Hazen, Planning Manager *DH*

SUBJECT: Approval of Resolution Authorizing Funds for training session for two Architectural Heritage and Landmarks Commission members to attend a California Historic Building Code workshop to be held September 19, 2008, in Sacramento, CA for mandatory training.

BACKGROUND AND DISCUSSION

The City of Vallejo Travel and Business Expense Policy for City Council members, Board members and Commissioners requires costs related to conferences or training by these members to be approved by City Council prior to the expenditure. As a Certified Local Government (CLG), the City of Vallejo is required to have a Historic Preservation Review commission, which is the Architectural Heritage and Landmarks Commission (AHLIC). The members of this Commission and the staff Secretary to the Commission are required to attend a minimum of one training session per year in order to maintain the CLG status. Funds were allocated in the budget for the 2008-2009 fiscal year for the AHLIC to attend such training. These funds are located in the City Manager's budget.

The California Historic Building Code (CHBC) is one of the most effective tools for preserving historic buildings in California. The intent of the California Historic Building Code is to protect California's architectural heritage by offering an alternative code to address the unique construction problems inherent in historic environments. This workshop will feature the recent changes to the California Historical Building Code and other important provisions of the code, the differences between the CHBC and the California Building Code and how the alternatives allowed under the CHBC have been successfully applied. The seminar will also feature case studies showing successful application of the code. Participants will also learn how to identify qualified historic buildings and their character-defining features, plus a process for applying alternative standards that preserve historic buildings while meeting life-safety mandates.

The California Historic Building Code training is considered an especially valuable training and training offered by CPF is excellent.

*Fiscal Impact*

The cost of the workshop is \$165.00 including lunch. Additional expenses would be travel to the workshop. Staff anticipates that the total expense for the two Commissioners who attend will be approximately \$360.00.

The fiscal impact would be to expend approximately \$ 360.00 of the funds allocated for AHLC training in the current fiscal year. Funds are available in the Approved FY 2008-09 Budget for this expense.

RECOMMENDATION

Staff recommends that the City Council approve this training opportunity for the AHLC members.

ENVIRONMENTAL REVIEW

The expenditure of funds for training is not considered a project under CEQA.

PROPOSED ACTION

Approve the resolution authorizing the expenditure of funds from the training budget to allow six members of the Architectural Heritage and Landmarks Commission to attend California Historic Building Code training.

DOCUMENTS ATTACHED

- a. Resolution authorizing expenditure of funds.
- b. Workshop flyer

CONTACT:

Craig Whittom, 707-648-4579, [cwhittom@ci.vallejo.ca.us](mailto:cwhittom@ci.vallejo.ca.us)

Robert Adams, 707-648-4326, [badams@ci.vallejo.ca.us](mailto:badams@ci.vallejo.ca.us)

Don Hazen, 707-648-4328, [dhazen@ci.vallejo.ca.us](mailto:dhazen@ci.vallejo.ca.us)

Bill Tuikka, 707-648-5391, [btuikka@ci.vallejo.ca.us](mailto:btuikka@ci.vallejo.ca.us)

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**RESOLUTION NO. 08-**

**BE IT RESOLVED** by the Council of the City of Vallejo as follows:

**WHEREAS**, the City of Vallejo is a Certified Local Government; and

**WHEREAS**, the members of the Preservation Commission for a Certified Local Government City are required to attend a minimum of one training session per year; and

**WHEREAS**, the Architectural Heritage and Landmarks Commission is the Preservation Commission for the City of Vallejo; and

**WHEREAS**, two members of the Architectural Heritage and Landmarks Commission are requesting permission to attend a California Historic Building Code workshop to be held in Sacramento on September 19, 2008;

**NOW, THEREFORE, BE IT RESOLVED**, that the Vallejo City Council hereby approves a resolution authorizing the expenditure of funds from the training budget for the Architectural Heritage and Landmarks Commission to allow for Commissioner attendance at the 2008 California Historic Building Code workshop.

California Preservation Foundation  
2008 Workshop Series

*The Use and Application  
of the California Historical  
Building Code*

**Friday, September 19, 2008**

8:30 AM—9:00 AM: Registration

9:00 AM—5:00 PM: Workshop

**Riverboat Delta King**

Mark Twain Salon

1000 Front Street

Old Sacramento, CA 95814

Directions and parking information are available online:  
<http://www.deltaking.com/directions.html>

**In partnership with the  
City of Sacramento**

*The California Preservation Foundation (CPF) is the only statewide non-profit historic preservation education and advocacy membership organization in California. CPF serves as an essential link in the state's historic preservation network, and emphasizes educational programs, advocacy and information exchange through a quarterly newsletter, the Preservation Design Awards, the Annual California Preservation Conference, workshops and publications addressing critical preservation issues.*

**Are you a member?**

Enjoy the benefits of membership. Join CPF now at a special rate. See registration form for details.



Old Sacramento Historic District

**Friday, September 19  
Sacramento, CA**

*The Use and  
Application of  
the California  
Historical  
Building Code*

The California Historical Building Code (CHBC) is one of the most effective tools for preserving historic buildings in California. The intent of the California Historical Building Code is to protect California's architectural heritage by offering an alternative code to address the unique construction problems inherent in historic environments.

This workshop will feature recent changes to the California Historical Building Code and other important provisions of the code, the differences between the CHBC and the California Building Code and how the alternatives allowed under the CHBC have been successfully applied. Case studies will be used throughout the presentations. Participants will learn how to identify qualified historic buildings and their character-defining features, plus a process for applying alternative standards that preserve historic buildings while meeting life-safety mandates.

All attendees are invited to submit questions about code applications before the workshop. The workshop will include group exercises where participants will draft solutions to specific code compliance problems.

**Topics Include:**

- ♦ Introduction and background
- ♦ Scope and intent
- ♦ Administrative provisions
- ♦ Is it Historic? What is a "Qualified Historical Building"
- ♦ Code Update: What's new with the California Historical Building Code?
- ♦ Process: Use of the Code, Resources, Timing and Documentation
- ♦ Use, Fire and Life Safety
- ♦ Site Access, Landscape Treatments and Accessibility
- ♦ "Green" Building Treatments
- ♦ Materials and Structural Provisions
- ♦ Case Studies: Applications of the California Historical Building Code
- ♦ Problem Solving Exercises

**Speakers:**

- ♦ **Timothy J. Brandt, AIA, LEED AP**  
*Senior Restoration Architect, Office of Historic Preservation*
- ♦ **Robert Lee Chase, AIA, LEED AP**  
*Chief Building Official, City of Sacramento*
- ♦ **Richard T. Conrad, FAIA**  
*Executive Director, State Historical Building Safety Board*
- ♦ **Mark Huck, AIA, LEED AP**  
*Restoration Architect, Office of Historic Preservation*
- ♦ **More TBA!**

**Moderator:**

- ♦ **Roberta Deering**  
*Historic Preservation Office, City of Sacramento*

**For more information or to register online visit the CPF website at [www.californiapreservation.org](http://www.californiapreservation.org)  
or call CPF at (415) 495-0349.**



CONSENT E

**Agenda Item No.**

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**COUNCIL COMMUNICATION**

**Date:** September 16, 2008

**TO:** Honorable Mayor and Members of the City Council

**FROM:** Robert W. Nichelini, Chief of Police *RWN*

**SUBJECT:** Approval of Grant Agreement with the California Office of Traffic Safety for a DUI Enforcement and Awareness Program

SUMMARY

The proposed resolution authorizes the City Manager to approve the subject grant agreement with the California Office of Traffic Safety (OTS) under the terms of a grant for a DUI Enforcement and Awareness Program. All costs for program provided under this grant will be reimbursed.

BACKGROUND AND DISCUSSION

With assistance from the Office of Traffic Safety, the Vallejo Police Department will employ "best practice" strategies in an attempt to reduce the number of persons killed and injured in alcohol involved crashes. The funded strategies will include DUI checkpoints and DUI saturation patrols on an overtime basis. The program will also fund "stakeout" and "court sting" operations targeting DUI offenders who continue to drive with suspended or revoked driver's licenses.

The one year grant provides funding for the operations listed above. The program will begin October 1, 2007 and end September 30, 2009.

ENVIRONMENTAL REVIEW

None required.

FISCAL IMPACT: The DUI Enforcement and Awareness Program grant is for \$89,856 for a one year period. This grant provides funding on an overtime basis for all of the operations that will be conducted. There is no cost to the City. Funds for the program are reimbursed quarterly.

PROPOSED ACTION: Staff requests Council adopt a resolution approving the Grant Agreement with the California Office of Traffic Safety for a DUI Enforcement and Awareness Program.

DOCUMENTS ATTACHED

- a. Resolution approving the Grant Agreement with the California Office of Traffic Safety.

CONTACT PERSON

Lieutenant Joel Salinas  
Vallejo Police Department  
(707) 649-3407  
E-mail: [451@ci.vallejo.ca.us](mailto:451@ci.vallejo.ca.us)

RESOLUTION NO. 08-\_\_ N.C.

BE IT RESOLVED by the Council of the City of Vallejo as follows:

WHEREAS, the Vallejo Police Department has received a grant from the California Office of Traffic Safety to administer a DUI Enforcement and Awareness Program;

WHEREAS, with assistance from the Office of Traffic Safety, the Vallejo Police Department will employ "best practice" strategies in an attempt to reduce the number of persons killed and injured in alcohol involved crashes;

WHEREAS, funds for the program will be reimbursed quarterly.

NOW, THEREFORE, BE IT RESOLVED that the Grant Agreement with the California Office of Traffic Safety for the DUI Enforcement and Awareness Program is hereby approved.

SEPTEMBER 16, 2008

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VALLEJO CITY COUNCIL  
MINUTES

APRIL 22, 2008

The Council met in closed session on the following matters (1) Conference with labor negotiator pursuant to Government Code Section 54957.6, Negotiators: Joseph Tanner, City Manager; Craig Whittom, Assistant City Manager – Community Development; Dennis Morris, Human Resources Director; Susan Mayer, Acting Finance Director; Employee Organizations: International Association of Firefighters, Local 1186 (IAFF), Vallejo Police Officers Association (VPOA), International Brotherhood of Electrical Workers, Local 2376 (IBEW) and Confidential, Administrative and Managerial Professionals (CAMP). The meeting was called to order at 4:40 p.m. by Mayor Osby Davis. All Councilmembers were present.

1. CALL TO ORDER

A regular meeting of the Vallejo City Council was held on the above date in the Council Chambers of the Vallejo City Hall. The meeting was called to order at 7:03 p.m. by Mayor Davis.

2. PLEDGE OF ALLEGIANCE – was led by Mayor Davis.

3. ROLL CALL

Present: Mayor Davis, Vice Mayor Bartee, Councilmembers Gomes, Hannigan, Schivley, Sunga and Wilson

Absent: None

Staff: City Manager Joseph Tanner  
City Attorney Fred Soley  
City Clerk Mary Ellsworth

4. PRESENTATIONS AND COMMENDATIONS

A. PRESENTATION OF PROCLAMATION DECLARING APRIL 2008 AS  
CHILD ABUSE PREVENTION AWARENESS MONTH

Mayor Davis read the proclamation. He presented the proclamation to Daniel Lamons. Mr. Lamons thanked the Council for its support

B. PRESENTATION OF PROCLAMATION DECLARING APRIL 2008 AS  
SEXUAL ASSAULT AWARENESS MONTH

Mayor Davis announced the proclamation declaring April 2008 as Sexual Assault Awareness Month and stated that there was no one present to accept the proclamation.

C. PRESENTATION OF PROCLAMATION DECLARING THE WEEK OF APRIL 21 THROUGH APRIL 25, 2008 AS WEST NILE VIRUS AND MOSQUITO AND VECTOR CONTROL AWARENESS WEEK

Mayor Davis announced the proclamation declaring the week of April 21 through April 25, 2008 as West Nile Virus and Mosquito and Vector Control Awareness Week and stated that there was no one present to accept the proclamation.

D. PRESENTATION OF COMMENDATIONS TO CITIZENS TIM FISH, MARK JOHNSON AND JERRY PARKER, AND FIREFIGHTER BEN HILL FOR THEIR RESCUE EFFORTS ON MARE ISLAND CAUSEWAY

Fire Chief Russ Sherman presented commendations on behalf of the Vallejo Fire Department to citizens Tim Fish, Mark Johnson and Jerry Parker for their rescue efforts involving an automobile accident on the Mare Island Causeway Bridge which resulted in significant injuries to several passengers. He commended Fire Fighter Ben Hill who was off duty at the time of the accident but was able to safely perform a rescue under very extreme and dire circumstances. Mr. Hill was selected by his peers as Vallejo's Firefighter of the Year. Jerry Parker described the accident and the rescue.

Mayor Davis thanked each of the rescuers for their heroism and commitment to life.

E. PRESENTATION OF MAYOR'S POSITIVE IMAGE AWARD TO ST. VINCENT ST. PATRICK HIGH SCHOOL GIRL'S CHAMPIONSHIP BASKETBALL TEAM

Mayor Davis presented the Mayor's Positive Image Award to the St. Vincent St. Patrick High School Girl's Championship Basketball team. He introduced the team members: Alexandra Cowling, Vanessa Delgado, Olivia Reed, Jameiz Terrell, Alayna Woody, Vanessa Zaaragoza (Class of 2008 graduating seniors); Mariel Dinglasan, Taylor Rojas (Class of 2009); Rechel Carter, Kateri Grey, Ashley Moore, and Tiahanna Solon (Class of 2010) the Head Varsity Girls' Basketball Coach Dr. Rodney Faucett, and Assistant Varsity Girls' Basketball Coach Mr. Dan Murphy. Coach Faucett thanked the Mayor for his recognition and the City for its support. Coach Faucett recognized team player Alex Cowin who was recently voted to the first team All CIF which represents all schools in the State. She was a Division IV Cal High State Player of the year, and she is a second team All American and has been the Team's most valuable player for the past four years. She received a basketball scholarship to Loyola-Marymount. He also recognized Janise Terrell who will be playing at the next level. She received a scholarship to attend Cal State Los Angeles.

Ms. Cowin thanked the Mayor for his presentation and the City for its support of the team. Mary Ellen Ryan, Principal, St. Vincent and St. Patrick High School, thanked the City Council. She stated that St. Vincent St. Patrick High School is a school where faith

and action make a difference and stated that this team is exemplars of that. She commended the team members for their achievement.

F. PRESENTATION OF PROCLAMATION TO THE BEAUTIFICATION  
ADVISORY COMMISSION DECLARING APRIL 25, 2008 AS ARBOR DAY  
IN VALLEJO

Mayor Davis presented a proclamation to Kimberly Trotter , Chair, City of Vallejo Beautification Advisory Commission, declaring April 25, 2008 as Arbor Day in Vallejo. Ms. Trotter accepted the proclamation on behalf of the Commission. She invited the Council and the citizens to participate in the Arbor Day activities on April 25, 2008 at 4 p.m. at the 100 block of Morningside Avenue.

Joe Bates, City of Vallejo Assistance Maintenance Superintendent, stated that through the VALUE project (Vallejo Adds Life to the Urban Environment) the City received a \$500,000 grant from the California Department of Fire and Forestry. This grant has provided funding for tree trimming in several areas of Vallejo. He explained the grant process noting that Vallejo was one several cities who applied for the grant and competed with the Cities of San Francisco and Los Angeles. CDF was very impressed with the City's grant proposal.

G. PRESENTATION OF COMMENDATION TO DENNIS MORRIS, HUMAN  
RESOURCES DIRECTOR, ON HIS RETIREMENT ON APRIL 30, 2008

Mayor Davis presented a Resolution to Dennis Morris, Human Resources Director, acknowledging his service to the City of Vallejo since 2005, and recognizing his contribution to the Human Resources Department. He commended Mr. Morris on behalf of the City Council and the employees of the City of Vallejo.

Mr. Morris accepted the resolution and thanked the City Council and Mayor for the resolution.

5. FIRST COMMUNITY FORUM - No speakers.
6. PUBLIC COMMENT REGARDING CONSENT CALENDAR ITEMS
7. CONSENT CALENDAR AND APPROVAL OF AGENDA

At the request of Councilmember Wilson, Consent Item 7-C concerning the City Treasurer's Investment Report was removed to Item 7.1. At the request of Councilmember Schivley, Consent Item 7-B concerning the Plans and Specifications for the 2008 Citywide Slurry Seal Project was removed to Item 7.2.

Hearing no further additions, corrections, or deletions the agenda was approved as amended and the following ordinance was offered by Vice Mayor Bartee:

ORDINANCE NO. 1607 N.C. (2d) FINAL READING OF AN ORDINANCE AMENDING CHAPTER 2.60, EMPLOYMENT REGULATIONS, PART XII, SECTION 2.60.960 - FREQUENCY OF PERFORMANCE EVALUATIONS OF THE VALLEJO MUNICIPAL CODE AND REPEALING SECTION 2.60.970 - REPORTS OF COMPLETION ON PERFORMANCE EVALUATIONS OF THE OF THE VALLEJO MUNICIPAL CODE

The ordinance was adopted by the following vote:

AYES: Mayor Davis, Vice Mayor Bartee, Councilmembers Gomes, Hannigan, Schivley, Sunga and Wilson  
NOES: None  
ABSENT: None  
ABSTENTIONS: None

7.1 SUBMISSION OF THE CITY TREASURER'S INVESTMENT REPORT FOR THE QUARTER ENDED MARCH 31, 2008.

Councilmember Wilson asked for clarification on the statement "No fiscal impact" in the report. Mr. Stout replied that there is no impact on the City's fiscal ability except to recognize that there was interest earnings on the portfolio. Councilmember Wilson referred to page 4 of the report, Corporate Medium Term Notes, and noted two purchases in January to the Wal Mart Corporation totaling \$950,000 and stated that his preference is to invest in Vallejo and Vallejo companies, such as Target, Walgreens, Longs, Safeway, etc. who have stayed in Vallejo.

Mr. Stout stated that City staff does not actively manage the portfolio. If Council has a preference, staff could attempt to amend the policy to allow more investments or to target those investments.

Councilmember Schivley referred to "Corporate Meeting Term Notes" and stated that there is an investment in City Group which is not doing well at this time and asked Mr. Stout for reassurance. Jon Oiler, City Auditor, replied that staff has out-sourced the management to the investment managers because they monitor the credit risk associated with all the investments in the portfolio. At the present time, they feel all the investments in the portfolio meet their requirements for the risk associated with it. If that changes, they would notify staff that they are going to sell a particular security and why.

Councilmember Sunga referred to page 3 of the report and asked for an explanation for the negative net change in the portfolio balance. Mr. Stout replied many of the cash receipts in the City are either quarterly or semi-annually (such as the property taxes). It does not reflect a loss in value of the portfolio.

There being no further comments, the City Treasurer's Investment Report for the quarter ended March 31, 2008 was accepted.

7.2 APPROVAL OF A RESOLUTION 1) APPROVING PLANS AND SPECIFICATIONS FOR THE 2008 CITYWIDE SLURRY SEAL PROJECT AND 2) AWARDED A CONSTRUCTION CONTRACT TO VALLEY SLURRY SEAL CO., WEST SACRAMENTO, CALIFORNIA, IN ACCORDANCE WITH THE APPROVED PLANS AND SPECIFICATIONS

Gary Leach, Public Works Director, stated that this project is supported by Proposition 42 monies that must be spent by June 30, 2008. The low bid was approximately 50 percent of the cost estimate. Staff is asking for approval to spend the money before the June 30 deadline.

Councilmember Schivley asked what streets are going to be slurry sealed. Mr. Leach stated that the streets to be slurry sealed are throughout the City. He will provide a list of the streets to Council when it is available. He stated that we are doubling the number of streets to be sealed.

RESOLUTION NO. 08-53 N.C. offered by Councilmember Wilson 1) approving plans and specifications and 2) awarding a construction contract to Valley Slurry Seal Company., West Sacramento, California in the amount of \$215,510.12 for the 2008 Citywide Slurry Seal Project.

The resolution was adopted by the following vote:

AYES: Mayor Davis, Vice Mayor Bartee, Councilmembers Hannigan, Schivley, Sunga and Wilson  
NOES: None  
ABSENT: Councilmember Gomes (Absent from the Council Dais at time of vote)  
ABSTENTIONS: None

- 8. PUBLIC HEARINGS - None
- 9. POLICY ITEMS – None
- 10. RECESS TO SPECIAL JOINT MEETING WITH THE REDEVELOPMENT AGENCY

The Council recessed to a special joint meeting with the Redevelopment Agency at 7:48 p.m.

- 11. ADMINISTRATIVE ITEMS
  - A. CONSIDERATION OF TWO RESOLUTIONS AMENDING THE FISCAL YEAR 2007-2008 BUDGET AND APPROVAL OF A NEW STAFFING PLAN

Mr. Stout reported that earlier in the year Council unanimously adopted the intention to amend the budget with the proviso that the General Fund portion be separated moving

the monies from the solid waste, arts and convention, repair and demolition, vehicle replacement, and transportation funds to allow Council to vote separately on each of those pieces. He explained each of the resolutions.

Councilmember Schivley asked for clarification on the Redevelopment Agency resolution. Mr. Stout stated that the Redevelopment Agency budget changes the budget Fund 728 by a total of \$15,000. It recognizes revenues that the Agency has received from Triad and will increase the budget for both professional fees and legal fees by an equal amount of \$15,000.

RESOLUTION NO. 08-07 offered by Vice Chairman Bartee amending the fiscal year 2007-2008 Redevelopment Agency budget.

AYES: Chairman Davis, Vice Chairman Bartee, Members Gomes, Hannigan, Schivley, Sunga and Wilson  
NOES: None  
ABSENT: None  
ABSTENTIONS: None

Councilmember Schivley stated that she will not be supporting the resolution because it is taking monies away from funds in order to provide "a band aid solution" .

RESOLUTION NO. 08-54 N.C. offered by Vice Mayor Bartee amending the City's budget for fiscal year 2007-2008.

The resolution was adopted by the following vote:

AYES: Mayor Davis, Vice Mayor Bartee, Councilmembers Hannigan, Sunga and Wilson  
NOES: Councilmembers Gomes and Schivley  
ABSENT: None  
ABSTENTIONS: None

Councilmember Schivley asked for assurance that the resolution is what was requested before. Mr. Stout replied that it is. It is the same type of adjustment that was voted on for the Redevelopment Agency. It recognizes revenues and appropriates an equal amount of expenditures.

RESOLUTION NO. 08-55 N.C. offered by Vice Mayor Bartee amending the City's budget for fiscal year 2007-2008 and approving a new staffing plan.

The resolution was adopted by the following vote:

AYES: Mayor Davis, Vice Mayor Bartee, Councilmembers Gomes, Hannigan, Schivley, Sunga and Wilson  
NOES: None  
ABSENT: None  
ABSTENTIONS: None

B. UPDATE ON STATUS OF LABOR NEGOTIATIONS REGARDING  
GENERAL FUND BUDGET

Craig Whittom, Assistant City Manager-Community Development, reported that on March 3, 2008, the City Council approved modifications to the labor agreements with the Police and Firefighters Union that insured the City's general fund solvency through June 30, 2008. Council also took a number of other actions that provided cash during that period of time. One of the components of the agreement was that a mediator would be retained to engage with the labor groups to discuss expenditure reductions, revenue enhancements and labor agreement modifications in attempt to develop a budget plan that ensures funding for a range of city services including, but not limited to, Fire and Police services, street repair, and provides for a general fund reserve at the end of each fiscal year through June 30, 2012. He stated that staff has worked with a mediator since March 3. Mr. Whittom stated that the objective has not been achieved. Staff continues to discuss the issue with labor groups and staff will be prepared to make a recommendation to the City Council on May 6 on how to proceed with the City's General Fund issue.

Speakers: Andrew Russo stated that the City needs a radical restructuring in terms of revenues and union contracts. J. D. Miller addressed what retiree medical benefits and salaries are costing the City now and in the future and questioned what kind of community we are leaving for our children and grandchildren. Alun Whitaker addressed the Council giving the City away through public safety contracts. Bill Haines expressed disappointment in the Council's decision and stated that there is no solution except bankruptcy. Diana Lang addressed the negotiations, the cost of mediation and the lack of negotiating tools, broken promises, and urged Council not to extend the public safety contracts. Katy Meissner addressed the article in the Times Herald concerning the survey conducted last year. Marc Garman addressed the lack of agreement reached with the labor groups and urged Council not to extend the contracts. Sam Kurshan addressed recall of Councilmembers who vote for an extension of labor groups contracts.

Mayor Davis reconvened the City Council meeting at 7:48 p.m.

Councilmember Gomes stated that she would like the information on the outcome of the mediations and the fund projections to be shared with the public. She stated that in order to get the kind of City that we all want, we have to change how we do business. It is up to the Council to save the City. She is disappointed that the decision will not be made tonight. We are sending the wrong message to the citizens, bond holders, business owners and potential business owners by not making the tough decisions now.

Councilmember Schivley asked that staff provide Council with the figures for how much the negotiations have cost the citizens. She stated she will not under any circumstances vote for a deferral and extension of the labor contracts. She has not seen anything offered by the Unions that will get the city where it needs to go. The citizens have made it very clear several times that they want the services that the City claims to offer but they

feel they are already paying for them and they are not willing to pay anymore taxes and fees.

Vice Mayor Bartee stated that he is very disappointed that we don't have the opportunity to vote on this tonight. Whatever action the Council takes must address the structural problems. Doing what we have done before is not going to solve the problem. We have to change the way we do business. This will be an extremely tough decision. He believes the Councilmembers are up to the task, will analyze the information presented to them by staff, and will make the right decision for the benefit for all the citizens on Vallejo.

Mayor Davis stated that everyone on the Council wants to see a stable, successful, prosperous community. Although the Council disagrees with how to arrive at that goal, they are still committed to the goal. In talking to people in the community, the majority of the people overwhelmingly say do everything you can to avoid bankruptcy. Bankruptcy would mean we would not be able to move forward with the waterfront and the downtown, we will not be able to get bonds for infrastructure projects. There would be a lack of public and private investment coming into the City. He is not afraid to make the tough decisions, but he believes he needs to try to do everything in his power to avoid bankruptcy. There is nothing before Council tonight to vote on. When Council gets the material and report on May 6, they will make the decision on what is best for the City.

Councilmember Gomes asked the City Manager to bring information to Council on development projects in or out of bankruptcy.

12. RECONVENE TO CITY COUNCIL MEETING

The joint meeting of the Vallejo City Council and the Vallejo Redevelopment Agency adjourned at 7:53 p.m.

13. APPOINTMENTS TO BOARDS, COMMISSIONS, AND COMMITTEES - None

14. WRITTEN COMMUNICATIONS - None

15. CITY MANAGER'S REPORT - None

16. CITY ATTORNEY'S REPORT - None

17. COMMUNITY FORUM

Burky Worel addressed binding arbitration and referred the citizens to the City's website which contains the agreements for the Labor Unions. Natalie Morgan addressed School District budget reductions that effect Hogan High School, the possibility of the school closing, and the effect it would have on Vallejo youth.

18. REPORT OF THE PRESIDING OFFICER AND MEMBERS OF THE CITY COUNCIL



Councilmember Schivley referred to an anonymous letter she received concerning RVs parked on the streets. She stated that the City does not have the staff to monitor this. Code Enforcement is a complaint driven department. She asked the citizens to call Code Enforcement.

19. CLOSED SESSION - None

20. ADJOURNMENT

The meeting adjourned at 8:45 p.m.

\_\_\_\_\_  
OSBY DAVIS, MAYOR

ATTEST: \_\_\_\_\_  
MARY ELLSWORTH, CITY CLERK

VALLEJO CITY COUNCIL  
MINUTES

MAY 13, 2008

The Council met in closed session on the following matters: Conference with legal counsel - pending litigation: in re: City of Vallejo, California, debtor; United States Bankruptcy Court, Eastern District of California, Case No. TBD, pursuant to Subdivision (c) of Government Code Section 54956.9; Conference with labor negotiator pursuant to Government Code Section 54957.6. Negotiators: Joseph Tanner, City Manager; Craig Whittom, Assistant City Manager-Community Development; Susan Mayer, Assistant Finance Director; Robert Stout, Finance Director; Employee Organizations: International Association of Fire Fighters, Local 1186 (IAFF), Vallejo Police Officers Association (VPOA), International Brotherhood of Electrical Workers, Local 2376 (IBEW) and Confidential, Administrative, and Managerial Professionals (CAMP); Liability claim, pursuant to Subdivision (a) of Government Code Section 54956.95(a), discussion of Workers' Compensation claim of Roger Haugen against the City of Vallejo; Conference with legal counsel - pending litigation: Marcus Pugh v. City of Vallejo, Workers' Compensation Appeals Board Nos. WCK 0055992 SFO 0474870, pursuant to Subdivision (a) of Government Code Section 54956.9; Conference with Real Property Negotiators: Joseph M. Tanner, City Manager, Craig Whittom, Assistant City Manager/Community Development, and Susan McCue, Economic Development Manager, concerning Reuse Area 1-a on Mare Island and the negotiation of price and terms of payment with Touro University, pursuant to Government Code Section 54956.8 (This item was continued to the meeting of May 20, 2008). The meeting was called to order at 5:01 pm. by Mayor Osby Davis. All Councilmembers were present. Councilmember Schivley arrived at 5:05 p.m.

1. CALL TO ORDER

A regular meeting of the Vallejo City Council was held on the above date in the Council Chambers of the Vallejo City Hall. The meeting was called to order at 7:17 p.m. by Mayor Davis.

2. PLEDGE OF ALLEGIANCE – was led by Mayor Davis.

3. ROLL CALL

Present: Mayor Davis, Vice Mayor Bartee, Councilmembers Gomes, Hannigan, Schivley, Sunga and Wilson

Absent: None

Staff: City Manager Joseph Tanner  
City Attorney Fred Soley  
City Clerk Mary Ellsworth

4. PRESENTATIONS AND COMMENDATIONS

A. PRESENTATION OF CITIZEN CERTIFICATE OF MERIT PRESENTED TO ROBERT STANLEY (This item was removed from the agenda at the request of Mayor Davis)

B. PRESENTATION OF CERTIFICATES OF APPRECIATION TO HIGH SCHOOL STUDENTS WHO PARTICIPATED IN THE MOTHERS' DAY PROJECT

Mayor Davis summarized the purpose and goals of the annual Mother's Day event, organized by the Vallejo Camera Club as a gift to the community. He presented Certificates of

Appreciation to Jerry Horton, Bill Anderson and the high school photography students who participated in the project.

C. PRESENTATION OF PROCLAMATION TO DAVID RAMADANOFF, MUSIC DIRECTOR/CONDUCTOR OF THE VALLEJO SYMPHONY

Mayor Davis presented the proclamation to David Ramadanoff in recognition of his 25<sup>th</sup> anniversary with the Vallejo Symphony. Mr. Ramadanoff thanked the Council for their support of the arts. He also expressed appreciation for the dedicated Board of Directors and the dedicated musicians in the Symphony. He invited the Council and the community to attend the annual 4<sup>th</sup> of July concert. Mayor Davis encouraged all the public to attend the symphony at least once.

5. FIRST COMMUNITY FORUM

Burky Worel commented on the New York Times article about Vallejo's declaration of bankruptcy, and the inappropriateness of congratulatory sentiments. He also questioned whether mediation would still occur.

Councilmember Gomes responded to Mr. Worel's comments concerning the issue of congratulatory sentiments.

Bill Haines asked about reports from the news media about a potential settlement with the unions. Mr. Haines also asked what the purpose is of the red stanchions in front of the Council dais. City Manager Joseph Tanner said it was for the security of the Councilmembers.

Sam Kurshan asked if there was any information for the public about the Closed Session held earlier in the day. He also expressed concern about statements being made by police and firefighters about Councilmembers and the City's financial situation.

Councilmember Schivley said she would like to see the stanchions removed. She also indicated that the potential settlement mentioned by Mr. Haines has not been submitted to the Council as far as she knows.

Mayor Davis indicated that the purpose of the stanchions was to show where the limits were for the public in addressing the Council.

J.D. Miller commented on the legacy that this Council will leave to the next generation. He noted that the Citizens Budget Advisory Committee had warned of impending financial difficulties fifteen years ago, but to no avail; yet taxes and fees have continued to rise.

Kevin Elliott discussed the need for leadership, noting his involvement with a group that is trying to have binding arbitration removed from the City's Charter. He referred interested parties to the organization's website, [www.citizensforvallejo.org](http://www.citizensforvallejo.org). He asked the Council to support the citizens' efforts with a vote of support in the future.

Michael Reddeg expressed frustration about an article in the Times-Herald regarding a possible alternative to bankruptcy, as outlined in the Rose report, which the public has no information about. City Attorney Fred Soley explained that the report was confidential as part of the negotiation process. He deferred to Assistant City Manager Craig Whittom for more information.

6. PUBLIC COMMENT REGARDING CONSENT CALENDAR ITEMS - None

7. CONSENT CALENDAR AND APPROVAL OF AGENDA

Councilmember Wilson recused himself from Item 7A concerning support of AB 1634, and 7D, concerning the approval of the Fiscal Year 2007-2008 budget for the Downtown Improvement District, due to a conflict of interest.

Vice Mayor Bartee and Councilmember Gomes recused themselves from Item 7D concerning the approval of the Fiscal Year 2007-2008 budget for the Downtown Improvement District, due to a conflict of interest.

At the request of Councilmember Schivley, Consent Item 7F, approval of support of SB 1093, was removed from the Consent Calendar to be heard as Item 7-1.

Hearing no further additions, corrections, or deletions, the agenda was approved as amended and the following resolutions and minutes were offered by Vice Mayor Tom Bartee:

APPROVED CITY COUNCIL MINUTES FOR SPECIAL MEETING OF MAY 5, 2008.

RESOLUTION NO. 08-66 N.C. IN SUPPORT OF AB 1634 AND AUTHORIZING THE CITY MANAGER TO PREPARE A LETTER TO THE STATE LEGISLATURE AND THE GOVERNOR ADVOCATING FOR AND SUPPORTING THE PASSAGE OF CALIFORNIA ASSEMBLY BILL 1634

RESOLUTION NO. 08-67 N.C. AUTHORIZING THE CITY MANAGER TO ENTER INTO A RIDGECREST MAINTENANCE SERVICE AGREEMENT BETWEEN THE CITY AND THE VALLEJO RIDGECREST HOMEOWNERS ASSOCIATION

RESOLUTION NO. 08-68 N.C. OF INTENT TO AMEND THE FISCAL YEAR 2007-2008 RIDGECREST MAINTENANCE DISTRICT BUDGET (FUND #169) BY \$8,418.00 FROM 19,487.00 TO \$27,905.00

RESOLUTION NO. 08-69 N.C. APPROVING AND RATIFYING THE FISCAL YEAR 2007-2008 FOR THE DOWNTOWN IMPROVEMENT DISTRICT AND AUTHORIZING THE CITY MANAGER TO EXECUTE A MANAGEMENT AGREEMENT FOR DOWNTOWN IMPROVEMENT DISTRICT SERVICES WITH THE DOWNTOWN ASSOCIATION OF VALLEJO FOR FISCAL YEAR 2007-08

RESOLUTION NO. 08-70 N.C. AUTHORIZING THE CITY MANAGER TO SIGN AN AMENDMENT TO THE EXCLUSIVE RIGHT TO NEGOTIATE AGREEMENT FOR THE MARE ISLAND WETLANDS MITIGATION PROGRAM WITH WESTON SOLUTION, INC. TO EXTEND THE TERM TO MARCH 31, 2009

The consent calendar was adopted by the following vote:

AYES:	Mayor Davis, Vice Mayor Bartee, Councilmembers Gomes, Hannigan, Schivley, Sunga and Wilson
NOES:	None
ABSENT:	None
ABSTENTION:	Vice Mayor Bartee and Councilmember Gomes Item 7-D Councilmember Wilson on Items 7A and 7D

7.1 APPROVAL OF A RESOLUTION IN SUPPORT OF SB 1093 (WIGGINS), AN ACT TO AMEND SECTIONS OF THE CALIFORNIA GOVERNMENT CODE AND CALIFORNIA STREETS AND HIGHWAYS CODE RELATING TO TRANSPORTATION AND THE CITY OF VALLEJO FERRY SYSTEM.

Councilmember Schivley asked Gary Leach, Public Works Director, to review the parts of the Code proposed for amendment. Mayor Davis asked, and Mr. Leach confirmed, that there had been a study session held on the matter previously. Mr. Leach updated the Council on the process of the bill, and he discussed the changes being requested.

Councilmember Schivley clarified that the ferry boats were not the only assets covered by the bill. Mr. Leach agreed, noting that some of the provisions allow for lease of some of the assets, rather than all of them being sold.

RESOLUTION NO. 08-71N.C. in support of SB 1093 (Wiggins), an act to amend sections of the California Government Code and California Streets and Highways Code, relating to transportation and the City of Vallejo ferry system

The resolution was adopted by the following vote:

AYES:	Mayor Davis, Vice Mayor Bartee, Councilmembers Gomes, Hannigan, Schivley, Sunga and Wilson
NOES:	None
ABSENT:	None
ABSTENTION:	None

8. PUBLIC HEARINGS

A. PUBLIC HEARING REGARDING MAKING A FINDING OF FISCAL EMERGENCY AND CONSIDERATION OF FARE RATE INCREASES ON THE BAYLINK/FERRY AND INTERCITY BUS SERVICES, SERVICE REDUCTIONS ON THE BAYLINK/FERRY SERVICE, AND A FUEL SURCHARGE MECHANISM ON PASSENGER FARES, EFFECTIVE JUNE 1, 2008

Public Works Director Gary Leach introduced Transportation Superintendent Crystal Odum Ford and Transportation Analyst Edwin Gato. Ms. Odum Ford presented the staff report, including an overview of the ferry program, explanation of why the increases are necessary, a review of the public outreach process, and efforts made thus far to avoid fare increases.

Mayor Davis opened the public hearing.

Michael Reddeg addressed potential increases to the senior program, ways to increase low ridership on counter-commute trips, the state take-over of the ferry service, the need for safeguards to avoid fuel theft, and impacts on other agencies from rising costs.

Bob English commented on past fare increases, and the inequity of burdening the transit users alone to cover cost increase, public benefit from the transportation systems, and ways to increase ridership. He urged the Council to seek another solution.

Caroline Miller expressed concern that the fare increases will price her out of the ferry option.

Kathy Beistel expressed concern about the amount of price increases over the last ten years, and with the options presented by City staff.

Mayor Davis closed the public hearing.

Councilmember Schivley noted that the voters have rejected a parcel tax measure twice, and a transportation tax measure three times in the last six or seven years.

Councilmember Gomes discussed the public benefits realized from a good public transportation system, noting that like the school system, the cost should be borne by the entire community, not just by the riders. She was concerned that the fare increases will decrease ridership which will hurt the system even more. She urged the Council to find other ways to pay for the increased fuel costs other than raising fares, and to take a long-term view. She suggested a local transportation measure, rather than countywide, and she suggested a parking charge for non-City users as well.

Councilmember Sunga thanked staff for the presentation. He asked how other jurisdictions are meeting their costs without raising fares. Staff responded that Vallejo compares favorably with other county jurisdictions and many of the other cities used for comparisons are in jurisdictions with a higher local sales tax rate, some of which subsidize public transportation.

Councilmember Sunga confirmed with staff that there are no bus fare increases proposed right now. He expressed concern about the impacts the fare increase would have on seniors citizens. He also discussed the advantages of ordering fuel at the beginning of the fiscal year (as does the military) at a pre-determined price, to minimize the price increases.

Vice Mayor Bartee agreed with Councilmember Sunga's suggestion of ordering fuel at the beginning of the fiscal year at a pre-determined price. In response to Mr. Reddeg, he confirmed with staff that new fuel tanks are being considered, but the impact is only five cents per gallon. Vice Mayor Bartee asked if staff had an estimate of the impacts from adding a 20-ride ticket. Ms. Odum Ford stated it was not something they would recommend at this point.

Vice Mayor Bartee stated he agrees with Councilmember Gomes on the need for long-term planning. He asked whether the contracts or staffing have been evaluated to see if there is any way to reduce costs rather than raise fares. Ms. Odum Ford indicated that it had been done in the recent past and that staff was looking at paratransit opportunities as well.

Vice Mayor Bartee also asked about the possibility of smaller, more efficient boats for lower demand hours. Staff said the marine service engineer and the operator both felt that would not be an economically sound decision at this time, based on cost efficiencies. Vice Mayor Bartee commended staff for their proactive efforts to resolve the problem.

Councilmember Wilson stated that the problem is the rising cost of fuel and agreed that the City needs to find long-term efficiencies in their use of fuel. He questioned whether the fuel surcharge plan would adequately meet the needs and react quickly enough to the changing market.

Councilmember Schivley said there is some indication that Vallejo residents would support an additional sales tax increase. She asked staff to evaluate the impact of a quarter percent tax increase. She also suggested that a cap be put on the reserve fund, with additional amounts going towards a mitigation fund. Finally, she reminded everyone of the need to be prepared for the unexpected, noting that the stopgap measure passed in March took \$300,000 from the transportation fund (and that would have been a good start towards wiping out the current deficit, or it could have been used for a fuel reserve fund). She cautioned against any future transfers from surplus funds.

Mayor Davis asked about the projected deficit amounts for 2009-10, and Ms. Odum Ford explained it was a cumulative amount. Mayor Davis commented on the need to increase ridership and suggested a survey to determine why people don't use public transportation.

9. POLICY ITEMS – None

10. ADMINISTRATIVE ITEMS

A. CONSIDERATION OF A RESOLUTION ACCEPTING THE QUARTERLY RIDGECREST REPORT

Public Works Director Gary Leach stated that staff was present to answer questions from the Council about the report. There were no questions from the Council.

RESOLUTION NO. 08-72N.C. accepting the quarterly Ridgecrest report documenting the reimbursement to the Landscape Maintenance District program for the period of January 1, 2008 through March 31, 2008, for non-LMD inspection services provided by the LMD program in the amount of \$14,215.85 which has been transferred from the general fund into the Landscape Maintenance Fund.

The resolution was adopted by the following vote:

AYES: Mayor Davis, Vice Mayor Bartee, Councilmembers Gomes, Hannigan, Schivley, Sunga and Wilson

NOES: None

ABSENT: None

ABSTENTION: None

B. CONSIDERATION OF A RESOLUTION ALLOCATING FISCAL YEAR 2008-2009 FEDERAL COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND HOME INVESTMENT PARTNERSHIPS PROGRAM FUNDS, APPROVING THE CITY'S FISCAL YEAR 2008-2009 ACTION PLAN AND OTHER RELATED ACTIONS

Councilmembers Wilson recused himself from participating in this matter because his spouse volunteers on the Fighting Back Board of Directors; and Schivley recused herself because she is on the Vallejo Neighborhood Housing Services Board. Mayor Davis recused himself because he has acted as the attorney for Vallejo Neighborhood Housing Services for the past year. Mayor Davis turned the meeting over to Vice Mayor Bartee.

Assistant City Manager/Community Development Craig Whittom introduced Acting Housing & Community Development Manager Melinda Nestlerode and Senior Community Development Analyst Guy Ricca, who presented the staff report.

Vice Mayor Bartee opened the public hearing.

Michael Reddeg addressed the need to save Meals on Wheels and the VA programs to help the homeless. He supports the work of the Vallejo Neighborhood Housing Services, especially their home ownership programs, home loans, and Fighting Back Partnership.

These speakers thanked the City for their support in previous years, summarized the services they provided in the last year, and requested that the City continue their support: Elaine

Rairden, on behalf of the Christian Help Center; Elvira DeLeon, Global Center for Success; Carol Hardy, Vallejo Neighborhood Housing Services; and Saskia Lembesis, Meals on Wheels.

Tim O'Neal expressed appreciation for the services he received from the Christian Help Center and the Global Center for Success.

Robert Stalker, Legal Services of Northern California, asked the City to develop affordable rental housing.

Jennifer Wilson agreed the City needs to develop decent, safe, and affordable housing. She expressed concern that Sereno Village is neither decent nor safe. She discussed programs for helping low-income families purchase homes for a reasonable amount and asked for greater City support of VNHS.

Diana Lang echoed Ms. Wilson in encouraging the Council to fund more affordable homeownership rather than additional rental housing, including education for buyers and down payment assistance.

The Council recessed briefly.

Bishop Donald Pipkins commented on retail centers that have been shut down, partially contributing to the economic problems of the City. He discussed the meal program at the Vallejo Plaza, and asked that the Council reconsider the funding, especially to allow those families at the Plaza to continue to be served.

Mustafa Abdul-Ghaneer discussed the North Vallejo seniors and the Meals on Wheels budget. He asked staff to provide an explanation as to whether the amount needed to fund the location was deducted from the Meals on Wheels budget; and to allow that money to be set aside for future use by the senior residents in the area. Mr. Abdul-Ghaneer also asked that staff be directed to develop a plan to address the underserved needs in the community. Finally, he asked for more specifics from staff as to how decent and affordable housing will be provided.

Janet Sylvaine introduced Naomi Smith, Board President for Vallejo Neighborhood Housing Services, who addressed the benefits that the organization brings to the community. Ms. Smith urged the Council to allocate the funding necessary to continue to support Vallejo Neighborhood Housing Service.

Ms. Sylvaine addressed comments in the staff report regarding the transitional status of their organization, and efforts of staff and clients to give volunteer time to find solutions.

Bob Mattson discussed insurance and financial aspects of the Meals on Wheels program.

Richard Stevens commented on the benefits of the Meals on Wheels service, impacts of the rising fuel costs, and decreasing private contributions.

Vice Mayor Bartee asked Ms. Lembesis if the people that were being served at the North Vallejo location would be able to be served elsewhere. Ms. Lembesis said yes, and mentioned other locations where group service occurs. She also indicated that meal service to the homebound would still continue, in all areas of Vallejo.

Vice Mayor Bartee closed the public hearing.



Councilmember Hannigan asked for clarification on the allocations to Eden Housing. Mr. Whittom explained the efforts that have been taken to purchase an acquisition rehab apartment complex and the process involved. He stated that if the negotiations are not successful, staff will bring back a proposal allocating those funds to VNHS. He reviewed past efforts to work with Eden Housing to meet the City's Bochoingo obligation and alternative actions that will be needed if Eden is not able to accomplish its goals in that regard.

Councilmember Hannigan stated that she agrees the City needs to help provide more home ownership opportunities for low income households. She also asked about funding for Meals on Wheels, which Mr. Ricca clarified.

Vice Mayor Bartee asked about Council directive that 30 percent (\$245,000) of the FY 2008-09 home funds would go to rental housing, and whether the Council has the flexibility to change that. Mr. Whittom said the Council would have the authority to change that, but staff would recommend keeping the previous allocation since they have been working with a developer for an acquisition/rehab project that would need the full \$245,000.

At the request of Councilmember Sunga, staff discussed the status of the Graham Gardens project. Councilmember Sunga asked what will happen to the Meals on Wheels program if the City does not allocate funds to them. Staff indicated they would be ineligible for any CDBG funding without a matching allocation from the City.

Councilmember Gomes questioned how much was in the Flosden Redevelopment fund, noting that some transfer has been proposed to help balance the General Fund. She suggested that a plan be devised before any transfer is made. She stated that she was strongly opposed to additional rental housing projects, but she would support rehabilitation of ownership housing. She was reluctant to hold up approval of the allocations, but she also said she would like more information on whether Meals on Wheels will continue to serve the Senior Center in north Vallejo.

Mr. Whittom pointed out that the service provided by Meals on Wheels is much broader than just the one senior center, and staff has been actively looking for some way to continue to provide services to the seniors in the area, perhaps through another nonprofit organization.

Councilmember Gomes asked whether it would be possible to stipulate that the funding for the service in north Vallejo would be deducted from the Meals on Wheels allotment if another provider is found. Mr. Ricca indicated that an allocation could be made, with the release of funds being conditional upon them bringing their agreement for Council approval later.

Regarding staff's desire to have a balanced allocation of funding for different types of housing, Councilmember Gomes expressed concern that there is already an imbalance between rental versus ownership housing. She agrees foreclosure education counseling services should be offered.

Vice Mayor Bartee suggested that the allocation to Vallejo Neighborhood Housing Services be handled in the same way as Mr. Whittom proposed for Meals on Wheels. After a brief discussion, City Attorney Fred Soley and staff developed a plan to accomplish those goals.

**RESOLUTION NO. 08-73N.C** approving the City's action plan for fiscal year 2008/2009, including the allocation of \$1,361,628 in CDBG and \$815,844 in home program funds; approving the City's fiscal year 2008/2009 action plan and authorizing the City Manager to submit the plan and any related documents or amendments to HUD by or before May 15, 2008;

and authorizing the City Manager to execute agreements with the subrecipient agencies described in the staff report, not including Vallejo Neighborhood Housing Services, Inc. (VNHS).

The resolution was adopted by the following vote:

AYES: Vice Mayor Bartee, Councilmembers Gomes, Hannigan, and Sunga  
NOES: None  
ABSENT: None  
ABSTENTION: Mayor Davis, Councilmembers Schivley and Wilson

Mayor Davis, Councilmember Wilson and Councilmember Schivley returned to the meeting. Vice Mayor Bartee turned the meeting back over to Mayor Davis.

- 11. APPOINTMENTS TO BOARDS, COMMISSIONS, AND COMMITTEES – None
- 12. WRITTEN COMMUNICATIONS - None
- 13. CITY MANAGER’S REPORT

City Manager Joseph Tanner gave a status report on the City’s proposed budget timeline.

- 14. CITY ATTORNEY’S REPORT – None
- 15. COMMUNITY FORUM

Sam Kurshan commented on the ambiguity of the language on the agenda for Closed Session Item B concerning labor negotiations. City Attorney Soley clarified that this was standard language under the Brown Act, noting that the Closed Session provided a report on the negotiations and a request for directions. He confirmed that negotiations are ongoing.

- 16. REPORT OF THE PRESIDING OFFICER AND MEMBERS OF THE CITY COUNCIL

Councilmember Gomes announced an upcoming Candidates Forum for the Board of Supervisors at the JFK Library. She reported that last Friday was the first of the pre-movie mixers at the Empress. She also noted that the City received a certificate of appreciation from the Humane Society for participating in the Spay Day program.

Councilmember Hannigan reported on the Lynch Canyon one-year anniversary celebration.

Mayor Davis thanked the Council for supporting the tribute to Philmore Graham.

- 17. CLOSED SESSION – None
- 18. ADJOURNMENT

The meeting adjourned at 11:24 p.m.

\_\_\_\_\_  
OSBY DAVIS, MAYOR

ATTEST: \_\_\_\_\_  
MARY ELLSWORTH, CITY CLERK

VALLEJO CITY COUNCIL  
MINUTES

MAY 20, 2008

The Vallejo City Council met in closed session on the above date in the City Council Conference Room. A teleconference was held with Councilmember Wilson at 53019 Castelnuovo Berardenga, Siena, Italy at 1:00 a.m. (CEST) (May 21, 2008): (1) Conference with legal counsel – pending litigation: In RE: City of Vallejo, California, debtor; United States Bankruptcy Court, Eastern District of California, Case No. TBD, Pursuant to subdivision (C) of Government Code Section 54956.9. (2) Conference with labor negotiator pursuant to Government Code Section 54957.6. Negotiators: Joseph Tanner, City Manager; Craig Whittom, Assistant City Manager – Community Development; Susan Mayer, Assistant Finance Director; Robert Stout, Finance Director; Employee Organizations: International Association of Fire Fighters, Local 1186 (IAFF), Vallejo Police Officers Association (VPOA), International Brotherhood of Electrical Workers, Local 2376 (IBEW) and Confidential Administrative, and Managerial Professionals (CAMP). (3) Conference with Real Property negotiators: Joseph M. Tanner, City Manager; Craig Whittom, Assistant City Manager-Community Development and Susan McCue, Economic Development Manager, concerning reuse area 1-A on Mare Island and the negotiation of price and terms of payment with Touro University, pursuant to Government Code Section 54956.8. The meeting was called to order at 4:09 p.m. by Mayor Osby Davis; Councilmember Gomes arrived at 4:30 p.m. Councilmember Wilson was recused from Item C (Conference with Real Property negotiators: Joseph M. Tanner, City Manager; Craig Whittom, Assistant City Manager-Community Development and Susan McCue, Economic Development Manager, concerning reuse area 1-A on Mare Island and the negotiation of price and terms of payment with Touro University, pursuant to Government Code Section 54956.8.) of the Special Meeting Agenda.

1. CALL TO ORDER

A regular meeting of the Vallejo City Council was held on the above date in the Council Chambers of the Vallejo City Hall. The meeting was called to order at 7:20 p.m. by Mayor Osby Davis.

2. PLEDGE OF ALLEGIANCE - was led by Mayor Davis.

3. ROLL CALL

Present: Mayor Davis, Vice Mayor Bartee, Councilmembers Gomes, Hannigan, Schivley and Sunga  
Absent: Councilmember Wilson (Excused)

Staff: City Manager Joseph Tanner  
City Attorney Fred Soley  
City Clerk Mary Ellsworth

4. PRESENTATIONS AND COMMENDATIONS

A. PRESENTATION OF PROCLAMATION DECLARING MAY 12-16, 2008 AS NATIONAL SAFE BOATING WEEK

Mayor Davis read the proclamation declaring May 12-16, 2008 as National Safe Boating Week which was presented to a representative of the organization promoting National Safe Boating Week.

B. PRESENTATION OF PROCLAMATION DECLARING JUNE 2008 AS PHILIPPINE CULTURAL MONTH

Mayor Davis read the proclamation which was presented to Noel Arcella, Chairman of the Philippine Cultural Committee for 2008. Mr. Arcella expressed his thanks to the Mayor and Councilmembers and invited all present to the Pista Sa Nayon celebration, June 7, 2008.

5. FIRST COMMUNITY FORUM

Speakers: J.D. Miller addressed the public safety contracts and the budget. Carlee L. Nelson, Sr. addressed issues with the Police Department. Evy Javadi addressed ferry rates and alcohol on the ferry. Bill Haines addressed the problems of Vallejo as portrayed in the press. Leon Singleton addressed the lack of sidewalk maintenance and repair and general budgetary problems.

6. PUBLIC COMMENT REGARDING CONSENT CALENDAR ITEMS

7. CONSENT CALENDAR AND APPROVAL OF AGENDA

Mayor Davis noted a correction to item 7D of the Consent Calendar concerning the Baylink Ferry operating assistance and maintenance application status, the amount should be \$1,850,414.00.

Mr. Soley addressed the issue of the notice for closed sessions, i.e. labor negotiations stating that in the future, notices will include the language that these meetings are not with representatives of the different labor groups, just with City personnel for strategy purposes.

Hearing no further additions, corrections or deletions, the agenda and consent calendar were approved as amended and the following resolutions were offered by Vice Mayor Bartee:

RESOLUTION NO. 08-74 N.C. APPROVAL OF A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXTEND THE MAINTENANCE AGREEMENT WITH MOTOROLA, INC., FOR PUBLIC SAFETY ANSWERING POINT APPLICATIONS.

RESOLUTION NO. 08-75 N.C. APPROVAL OF A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN EXTENSION OF THE MAINTENANCE AGREEMENT WITH MOTOROLA, IN. FOR THE MOTOROLA PREMIER CAD, NETRMS, CRUISER FIELD BASED REPORTING, AND ASSOCIATED HARDWARE

RESOLUTION NO. 08-76 N.C. APPROVAL OF A RESOLUTION 1) APPROVING CONTRACT CHANGE ORDER NO. 6 IN THE AMOUNT OF \$391,690.28, AND 2) ACCEPTING THE FISCAL YEAR 2006-2007 WATERMAINS CAPITAL IMPROVEMENTS

PROJECT PERFORMED BY SOARES PIPELINE, INC., OF HAYWARD, CALIFORNIA AS COMPLETE

RESOLUTION NO. 08-77 N.C. APPROVAL OF A RESOLUTION AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO SUBMIT THE CITY OF VALLEJO'S FISCAL YEAR 2008-2009 APPLICATION FOR BAYLINK FERRY OPERATING ASSISTANCE AND CAPITALIZED MAINTENANCE TO THE METROPOSITAN TRANSPORTATION COMMISSION (MTC) IN THE AMOUNT OF \$1,850,414.00

RESOLUTION NO. 08-78 N.C. APPROVAL OF A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE THE FIFTH AMENDMENT TO THE CURRENT CONTRACT WITH BLUE AND GOLD FLEET, L.P. EXTENDING THE AGREEMENT FOR AN ADDITIONAL TWO-YEAR TERM

The above resolutions were adopted by the following vote:

AYES: Mayor Davis, Vice Mayor Bartee, Councilmembers Gomes, Hannigan, Schivley, Sunga  
NOES: None  
ABSENT: Councilmember Wilson (Excused)  
ABSTENTION: None

8. PUBLIC HEARING – None
9. POLICY ITEMS – None
10. ADMINISTRATIVE ITEMS

- A. CONSIDERATION OF RESOLUTION ACCEPTING A REGIONAL FEDERAL ASSISTANCE TO FIREFIGHTERS GRANT IN THE AMOUNT OF \$480,067, DECLARING CITY COUNCIL'S INTENT TO AMEND THE FISCAL YEAR 2007-08 FIRE DEPARTMENT BUDGET TO ALLOW FOR THE ACCEPTANCE OF THE GRANT, AND TO AUTHORIZE THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO PROVIDE FOR THE PURCHASE, INSTALLATION AND MAINTENANCE OF VIDEO CONFERENCING EQUIPMENT IN THE AMOUNT OF \$480,067.00.

Fire Chief Russ Sherman addressed the above item, outlining the scope of the grant, equipment and training. Chief Sherman answered questions from the Mayor and Councilmembers.

RESOLUTION NO. 08-79 N.C. offered by Vice Mayor Bartee adopting the resolution accepting a regional federal Assistance to Firefighters Grant in the amount of \$480,067.00.

The resolution was adopted by the following vote:

AYES: Mayor Davis, Vice Mayor Bartee, Councilmembers Gomes, Hannigan, Schivley and Sunga  
NOES: None  
ABSENT: Councilmember Wilson (Excused)  
ABSTENTION: None

**B. CONSIDERATION OF A RESOLUTION APPROVING CONTRACT CHANGE ORDERS NUMBERS 1 THROUGH 4 AND ACCEPTING THE WORK PERFORMED BY NORTH BAY CONSTRUCTION COMPANY, INC. FOR THE COLUMBUS PARKWAY PHASE II IMPROVEMENT PROJECT AS COMPLETE AND AUTHORIZING THE CITY CLERK TO FILE A NOTICE OF COMPLETION**

Gary Leach addressed the above item as one of two major projects going on at this time and turned the presentation over to David Kleinschmidt, City Engineer. Mr. Kleinschmidt introduced two staff members that were responsible for the success of this project, Wilson Aguillon and Fiona Strykers. Mr. Kleinschmidt responded questions and comments from Mayor Davis and Councilmembers.

RESOLUTION NO. 08-80 N.C. offered by Vice Mayor Bartee adopting the resolution approving Contract Change Orders Numbers 1 through 4 and accepting the work of North Bay Construction Company Inc., Petaluma, California, for the Columbus Parkway Phase II Improvement Project as complete, and authorizing the City Clerk to file a Notice of Completion in the Office of the Solano County Recorder.

The resolution was adopted by the following vote:

AYES: Mayor Davis, Vice Mayor Bartee, Councilmembers Gomes, Hannigan, Schivley and Sunga  
NOES: None  
ABSENT: Councilmember Wilson (Excused)  
ABSTENTION: None

**C. CONSIDERATION OF RESOLUTION AUTHORIZING FARE RATE INCREASES ON THE BAYLINK FERRY AND SUPPLEMENTAL BUS SERVICES AND THE VALLEJO TRANSIT INTERCITY BUS SERVICE AND AUTHORIZING A FUEL SURCHARGE MECHANISM ON PASSENGER FARES EFFECTIVE JUNE 1, 2008**

Gary Leach introduced staff members Crystal Odum Ford and Edwin Gato. Ms. Odum Ford presented information supporting the proposed rate increase and ways to increase transportation revenues. Ms. Odum Ford responded to questions from Mayor Davis and Councilmembers.

The following speakers discussed the possible consequences resulting from a ferry rate increase, ways of increasing ferry revenue and the ferry in general: Kimberly Trotter, James Rutherford, Bob English, Leon Singleton, Robert Boyce, Sam Kursham, Katy Miessner, David Bebee and Darryl Edwards.

Councilmember Gomes expressed disappointment in what has been brought before Council because it is more of the same, increase in fares, decrease in service, etc. Councilmember Gomes had questions regarding bus and ferry issues and fees for parking in public lots.

Crystal Odum Ford stated that there is only a certain amount of staff and time and over the last year and a half staff has been actively working on all the points mentioned, engaged services of consultants, and moved staff from project to project because they believe in transportation and the City of Vallejo.

Staff responded to the following questions and comments of Councilmembers: ridership loses, under utilization of the ferry system, decreasing the value of the ferry system, bus system and Vallejo in general, realigning service midday, an increase in fares and a decrease in ridership, the eight million dollar bus transfer center, WETA, putting a Transportation Tax on the ballot, fee parking, and the fiscal management plan.

Gary Leach and Crystal Odum Ford stated that in addition to the Transportation staff contacting other transit agencies and working to obtain all the grants and monies available for the transit operation, a parking proposal is being investigated. The increase requested is to cover the losses incurred since mid-year due to the constantly and rapidly rising fuel costs. For the comprehensive plan for 2008-2009, the ferry rate and the fuel surcharge can be separated. Fees generated from parking would have to be allocated after analysis to see what areas of the Transportation budget were in need. The increase in the ferry rate is needed now to insure that the Transportation budget does not end the fiscal year in a deficit.

Councilmember Gomes offered a substitute resolution in which a three month ferry rate increase and surcharge is implemented with Staff returning to Council at the end of June in light of other revenue enhancers discussed.

Councilmember Hannigan offered a substitute resolution to the substitute resolution to approve the ferry rate increase and surcharge until the end of fiscal year 2008/2009.

Councilmember Gomes reiterated that she stood by her substitute resolution, that a temporary increase be adopted for three months and it be brought back in June with an overall Transportation plan and she also proposed to implement the fuel surcharge tonight.

Councilmember Schivley supports the resolution offered by Councilmember Gomes.

Vice Mayor Bartee stated that he has heard testimony from Staff and in light of the situation we are in fiscally, we need to take care of this and move on.

Mayor Davis called for a vote on Councilmember Hannigan's substitute resolution of the substitute resolution.

RESOLUTION NO. 08-81 N.C. offered by Councilmember Hannigan (seconded by Vice Mayor Bartee) implementing a ferry rate increase and surcharge to the end of fiscal year 2008/2009.

The substitute resolution to the substitute resolution was adopted by the following vote:

AYES: Mayor Davis, Vice Mayor Bartee, Councilmembers Hannigan, and  
Sunga  
NOES: Councilmembers Gomes and Schivley  
ABSENT: Councilmember Wilson (Excused)  
ABSTENTION: None

11. APPOINTMENTS TO BOARDS, COMMISSIONS, AND COMMITTEES – None
12. WRITTEN COMMUNICATIONS – None
13. CITY MANAGER'S REPORT – None
14. CITY ATTORNEY'S REPORT – None
15. COMMUNITY FORUM

Speakers: Sam Kurshan supports the fee parking proposal and suggests a bus transfer station at the ferry terminal. Burky Worel stated that he is curious about the twenty-two million dollars that is extra for the retirees, no answers were given. Leon Singleton asked City Council to have someone check the sidewalk in front of his house at 2779 Webb Street, there is a 30 foot crack.

16. REPORT OF THE PRESIDING OFFICER AND MEMBERS OF THE  
CITY COUNCIL

Councilmember Sunga thanked the Mayor and all members of the City Council on behalf of the Filipino Community for respectfully wearing the Barong Tagalog tonight, the whole community appreciates it and "you all look good wearing barongs."

17. CLOSED SESSION

The Council recessed to Closed Session at 10:44 p.m. to continue discussion of (1) Conference with legal counsel – pending litigation: In RE: City of Vallejo, California, debtor; United States Bankruptcy Court, Eastern District of California, Case No. TBD, Pursuant to subdivision (C) of Government Code Section 54956.9. (2) Conference with labor negotiator pursuant to Government Code Section 54957.6. Negotiators: Joseph Tanner, City Manager; Craig Whittom, Assistant City Manager – Community Development; Susan Mayer, Assistant Finance Director; Robert Stout, Finance Director; Employee Organizations: International Association of Fire Fighters, Local 1186 (IAFF), Vallejo Police Officers Association (VPOA),



International Brotherhood of Electrical Workers, Local 2376 (IBEW) and Confidential Administrative, and Managerial Professionals (CAMP). (3) Conference with Real Property negotiators: Joseph M. Tanner, City Manager; Craig Whittom, Assistant City Manager-Community Development and Susan McCue, Economic Development Manager, concerning reuse area 1-A on Mare Island and the negotiation of price and terms of payment with Touro University, pursuant to Government Code Section 54956.8. The closed session adjourned at 11:32 p.m.

18. ADJOURNMENT

The meeting adjourned at 11:33 p.m.

\_\_\_\_\_  
OSBY DAVIS, MAYOR

ATTEST: \_\_\_\_\_  
MARY ELLSWORTH, CITY CLERK

VALLEJO CITY COUNCIL  
MINUTES - SPECIAL MEETING  
JUNE 25, 2008

A special meeting of the Vallejo City Council was held on the above date to interview candidates for appointment to the Planning Commission. The meeting was called to order at 4:30 p.m. by Mayor Osby Davis.

1. ROLL CALL

Present: Mayor Davis, Vice Mayor Bartee, Councilmembers Gomes, Hannigan, Schivley, Sunga and Wilson

Absent: None

Staff: City Clerk Mary Ellsworth

2. APPOINTMENTS TO BOARDS, COMMISSIONS, AND COMMITTEES

A. APPOINTMENTS TO PLANNING COMMISSION

Thirty candidates applied for two vacant positions on the Planning Commission. A roll call vote was conducted by Mayor Davis with each member of Council nominating two candidates.

The results of the vote were Wanda Chihak with five votes and Lori Reese-Brown with four votes.

RESOLUTION NO. 08-116 N.C offered by Councilmember Sunga appointing Wanda Chihak and Lori Reese-Brown to the Planning Commission to four year terms ending June 30, 2012.

The resolution was adopted by the following vote:

AYES: Mayor Davis, Vice Mayor Bartee, Councilmembers Gomes, Hannigan, Schivley, Sunga and Wilson

NOES: None

ABSENT: None

ABSTAINING: None

3. ADJOURNMENT

The Vallejo City Council adjourned to a joint meeting of a regular City Council and a special meeting of the City of Vallejo Redevelopment Agency continued from the June 24, 2008 meeting.

\_\_\_\_\_  
OSBY DAVIS, MAYOR

ATTEST: \_\_\_\_\_  
MARY ELLSWORTH, CITY CLERK

## ORDINANCE NO. \_\_\_\_\_ N/C. (2d)

**AN ORDINANCE OF THE CITY OF VALLEJO TO DISESTABLISH  
THE DOWNTOWN IMPROVEMENT DISTRICT**

THE CITY COUNCIL OF THE CITY OF VALLEJO DOES ORDAIN AS  
FOLLOWS:

SECTION 1. That the City Council of the City of Vallejo hereby finds, determines, and declares as follows:

- (a) That on April 21, 1969, the City Council of the City of Vallejo adopted Ordinance No. 890 which established a parking and business improvement area known as the Downtown Improvement District (DID) pursuant to the Parking and Business Improvement Area Law of 1965 (Streets and Highways Code §36000 et seq.) as a funding mechanism for a variety of business related programs and activities in the Downtown Improvement District; and
- (b) Thereafter Ordinance No.. 890 has been amended by Ordinance Nos. 893 and 577 N.C. (2d), hereinafter Ordinance No. 890 and its amendments; and
- (c) That the City of Vallejo received a written petition from Mr. Fred Menard, a business owner subject to the Additional Business License Tax, requesting that the City Council initiate proceedings to disestablish the Downtown Improvement District; and
- (d) That pursuant to Streets and Highways Code Section 36080, the City Council may disestablish a business improvement area by adopting an Ordinance, after adopting a resolution of intention and holding a noticed public hearing; and
- (e) That the City Council adopted a resolution of intention to disestablish the DID on August 12, 2008; and
- (f) That the City Council held a duly noticed public hearing to disestablish the DID on September 9, 2008 at 7:00 p.m. in the Council Chambers located at 555 Santa Clara Street, Vallejo, California.

SECTION 2. Ordinance No.890 and its amendments; and Vallejo Municipal Code Chapter 14.36 are hereby repealed and pursuant to the provisions of Section 36080 of the California Streets and Highways Code the Downtown Improvement District is hereby disestablished.

SECTION 3. That: no assets have been purchased with the tax proceeds, all tax proceeds have been expended, and pursuant to Streets and Highway Code section 36081 the City Council does not need to take any disposition action as part of the disestablishment of the DID.

SECTION 4. SEVERABILITY.

If any provision of this Ordinance, or the application thereof to any person or circumstance, is held invalid, such invalidity shall not affect other provisions or applications of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared to be severable.

SECTION 5. EFFECTIVE DATE.

The provisions of this ordinance shall take effect and be in full force and effect from and after thirty (30) days after its final adoption.



COUNCIL COMMUNICATION

Date: September 16, 2008

TO: Mayor and Members of the City Council

FROM: Craig Whittom, Assistant City Manager / Community Development *CH*  
Bob Adams, Development Services Director *BA*  
Don Hazen, Planning Manager *DH*

SUBJECT: APPROVAL OF DESIGN REVIEW BOARD RULES OF ORDER AND PROCEDURE

BACKGROUND & DISCUSSION

The purpose of the Rules of Order and Procedure is to dictate the organization of the Design Review Board and conduct of its meetings. The rules (see Exhibit A to attached resolution) were created in the same format that is used by other City boards and commissions. The Design Review adopted a resolution on August 11, 2008 to recommend approval of the Rules of Order and Procedure to the City Council.

RECOMMENDATION

Adopt the resolution to approve the Design Review Board Rules of Order and Procedure.

ATTACHMENTS

1. Resolution

PREPARED BY/CONTACT

Sara Welch, Contract Planner/Don Hazen, Planning Manager, 707-648-4328;  
dhazen@ci.vallejo.ca.us

RESOLUTION NO. 08- N.C.

**A RESOLUTION TO APPROVE THE RULES OF ORDER AND  
PROCEDURE FOR THE DESIGN REVIEW BOARD**

WHEREAS, The Rules of Order and Procedure were developed to dictate the organization of the Design Review Board and conduct of its meetings;

WHEREAS, The Rules of Order and Procedure were created based on a format that is used by other City Boards and Commissions; and

WHEREAS, The Design Review Board adopted a resolution on August 11, 2008 to recommend City Council approval of the Rules of Order and Procedure;

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF VALLEJO  
HEREBY RESOLVES TO:

ADOPT the Design Review Board Rules of Order and Procedure as contained in Exhibit A attached hereto and incorporated herein.

ADOPTED by the Council of the City of Vallejo at a regular meeting held on September 9, 2008 with the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

\_\_\_\_\_  
OSBY DAVIS, Mayor

ATTEST:

\_\_\_\_\_  
MARY ELLSWORTH, City Clerk

**Exhibit A**

**CITY OF VALLEJO  
DESIGN REVIEW BOARD**

**RULES OF ORDER AND PROCEDURE**

**August 2008**

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DESIGN REVIEW BOARD  
OF THE  
CITY OF VALLEJO, CALIFORNIA

RULES OF ORDER AND PROCEDURE

**SECTION 1.0 PREAMBLE**

The objective of these rules of order and procedure is to ensure the orderly and efficient conduct of the meetings of the Design Review Board. The Design Review Board was established to ensure a comprehensive review process for all projects in the downtown and waterfront areas. These rules are intended to assure the right of the majority of the Board to decide matters and issues brought before the Board; the right of the minority on any issue to be heard; and the right of absentee Board Members to be protected. These rules also are intended to foster and promote the right of citizens to have adequate notice of business scheduled for consideration by the Board and a fair and reasonable opportunity to appear and be heard on the items of business presented to the Board.

**SECTION 2.0 GENERAL RULES**

2.1 Meetings to be Public

All regular and special meetings of the Board shall be open to the public, except for such closed sessions which are permitted to be held in private under the provisions of the Ralph M. Brown Act or other laws of the State of California.

2.2 Attendance of Media at the Board Meetings

All public meetings of the Design Review Board shall be open to the news media, freely subject to recording by radio, television and photographic services, provided that such activities do not interfere with the orderly conduct of the meetings.

2.3 Quorum

A quorum shall be four (4) or more Board Members, but fewer may adjourn from time to time and compel attendance of absent members in such manner as may be prescribed by these rules of order and procedure.

2.4 Journal of Proceedings

An account of all public proceedings of the Board shall be kept by the Secretary of the Board, and shall be entered in a permanent book or other permanent form constituting the official record of the Board.

2.5 Secretary

The Development Services Director or his or her designee shall serve as the Secretary to the Board. The Secretary may make recommendations to the Board and offer technical and professional assistance, but shall have no vote. The Secretary shall also keep the official minutes and perform such other duties as may be requested by the Board.

2.6 Committees

- A. The Board may create committees in accordance with the rules and procedures contained herein to assist the Board in carrying out its functions and responsibilities.
- B. Every committee created by the Board shall be advisory only: Any committee may be directed to undertake steps and/or study matters which are within the authority of the Board.
- C. Committees may be composed entirely of Board Members or a combination of Board Members and other persons. A committee composed entirely of Board Members shall consist of no more than three (3) Board Members.
- D. When requested by the Presiding Officer, the chairperson of each committee shall report or advise the Board on actions taken or the progress or result of work/projects assigned to or undertaken by the committee.

2.7 Seniority of Board Members

Seniority shall be determined by length of time on the Board. In the event two or more Board Members have been on the Board for the same length of time, seniority shall be determined by lot.

2.8 Rules of Order

Roberts Rules of Order, Newly Revised, shall govern the proceedings of the Board in all cases, unless such are in conflict with these rules, in which event these rules shall apply and govern.

**SECTION 3.0 TYPES OF MEETINGS**

3.1 Regular Meetings

The Board will meet as needed. If at any regular meeting, business before the Board remains unfinished, the Board may adjourn from time to time to dispose of the same or to transact any other unfinished business. Less than a quorum may also adjourn from time to time. If all members are absent from any regular or adjourned regular meeting, the Secretary may declare the meeting adjourned to a stated time and place and shall cause a written notice of the adjournment to be given in the same manner as provided in Section 3.3 for special meetings, unless such notice is waived as provided for special meetings. A copy of the notice of adjournment shall be conspicuously posted on or near the door of the place where the regular, adjourned regular, special, or adjourned special

meeting was held within twenty-four (24) hours after the time of adjournment.

### 3.2 Cancellation of Regular Meetings

The Board may cancel any of its regular meetings by a majority vote of the Board. A copy of the notice of cancellation shall be posted on the bulletin board located immediately outside City Hall within twenty-four (24) hours after action by the Board.

### 3.3 Special Meetings

Special meetings may be called by the Presiding Officer or at the request of four (4) Board Members by delivering personally or by mailing written notice to each Board Member and to each newspaper requesting such notice. Such notice must be delivered personally or by mail at least twenty-four (24) hours before the time of such meeting as specified in the notice. The call and notice shall specify the time and place of the special meeting and the business to be transacted. No other business shall be considered at such meeting by the Board. The Secretary shall post the call and notice on the bulletin board located immediately outside City Hall at least twenty-four (24) hours prior to the special meeting.

### 3.4 Study Sessions

The Board shall have the right to assemble in special meetings so as to be apprised of the various matters coming up at a regular meeting or special meeting and obtain such detailed information in regard thereto as will enable them to dispose of such matters with more knowledge at the regular or special meeting to follow. The public may attend, as provided in Section 2.1; however, discussion by the public will not be encouraged so that the Board may use the time to ask and answer questions of the staff and other resource people. The public with the Presiding Officer's permission may address the Board in study sessions following the same procedures as provided in Section 3.3. The twenty-four (24) hour notice and posting requirements of Section 3.3 shall also be applicable.

### 3.5 Closed Sessions

The Board may hold closed sessions during the course of any regular or special meeting in the manner permitted by law.

## **SECTION 4.0 CHAMBER ATTENDANCE AND FACILITIES**

### 4.1 Council Chamber Attendance

Council Chamber attendance shall be limited to the posted seating capacity thereof. Entrance to City Hall will be appropriately regulated by the Secretary on occasions when the Council Chamber capacity is likely to be exceeded. While the Board is in session, members of the public shall not remain standing in the Council Chamber except to address the Board, and sitting on the floor shall not be permitted. During Board meetings, no musical instruments, firearms (except in the possession of peace officers), toy firearms, placards or other items of potentially disruptive nature, shall be brought into the Council Chamber, nor shall any handbills or flyers be passed out in the Council Chamber. The Board proceedings may be conveyed to those who have been unable to enter the Council Chamber.

### 4.2 Facilities

Regular and special meetings of the Design Review Board shall be held in the Council Chamber, City Hall, Vallejo, California. Whenever at a regular or special meeting of the Board a matter is set

for public hearing, if it is anticipated that the attendance will be substantially greater than the capacity of the Council Chamber, the Secretary may make arrangements for the use of a suitable alternate facility for such meeting of the Board. If a suitable alternate facility is not available, the public hearing may be continued to a date when a suitable alternate facility will be available. The Board shall not conduct any regular or special meeting in any facility that prohibits the admittance of any person or persons on the basis of race, religion, creed, color, national origin, ancestry or sex. Facilities shall be accessible by the handicapped.

## **SECTION 5.0 DUTIES AND PRIVILEGES OF THE BOARD**

### **5.1 Elections and Terms of Officers**

At the first regular meeting of the Board held in July of each year, the Board shall hold an organizational meeting, at which the Board shall elect a Chairperson and a Vice-Chairperson who shall serve for one year. In the case of a vacancy in any office, it shall be filled by an election held in the first two months subsequent, and such replacement shall be for the duration of the unexpired term of such office. Elections shall be by nomination and open ballot; the member receiving the highest number of votes shall be declared elected.

### **5.2 Seating Arrangement During Meetings**

After the Chairperson and Vice-Chairperson have been elected and seated, Board Members shall select their seats in the order of relative seniorities on the Board, and shall occupy selected seats until the next election of officers. However, two Board Members may exchange seats at any time by mutual consent.

### **5.3 Presiding Officer**

The Chairperson, if present, shall preside at all meetings of the Board. In the absence of the Chairperson, the Vice-Chairperson shall preside. In the absence of the Chairperson and the Vice Chairperson, the senior Board Member shall preside. The Presiding Officer shall have the authority to appoint committees pursuant to Section 2.6.

### **5.4 Preservation of Order**

The Presiding Officer shall preserve order and decorum, prevent attacks on personalities or the impugning of Board Members' motives, and confine Board Members in debate to the question under discussion.

### **5.5 Points of Order**

The Presiding Officer shall determine all points of order, subject to the right of any Board Member to appeal to the Board. If an appeal is taken, the questions shall be "Shall the decision of the Presiding Officer be sustained"?

### **5.6 Personal Privilege**

The right of a Board Member to address the Board on a question of privilege shall be limited to cases in which that member's integrity, character, or motives are assailed, questioned or impugned.

### **5.7 Dissents and Protests**

Any Board Member shall have the right to dissent from any action of the Board or ruling of the Presiding Officer, and have the reason thereof entered in the minutes. Such dissent shall be in writing, couched in respectful terms, and presented to the Board not later than the next regular meeting following the date of such action.

5.8 Excusal During Meetings

A Board Member shall leave the Council Chamber while the Board is in session only with the permission of the Presiding Officer. The Council Chamber for this purpose shall be defined as those rooms where the Board meets, the Executive Conference Room, and its rest room facility.

**SECTION 6.0 DECORUM**

6.1 By the Presiding Officer

The Presiding Officer shall preserve order and decorum in the manner prescribed in Section 5.4.

6.2 By the Board Members

While the Board is in session the members must preserve order and decorum, and a Board Member shall not, by conversation or otherwise, delay or interrupt the proceedings or the peace of the Board, nor disturb any Board Member, nor refuse to obey the orders of the Board or the Presiding Officer, except as otherwise provided in these rules.

6.3 By Other Persons

No member of the public shall approach the Board table while the Board is in session, unless specifically requested to do so by the Presiding Officer. Any message to or contact with any Board Member while the Board is in session shall be through the Secretary. Unruly conduct, such as undue noise, hissing, profanity, insult or physical disturbance shall not be permitted. Any person making personal, impertinent or slanderous remarks, or who becomes boisterous while addressing the Board shall be forthwith barred by the Presiding Officer from further audience before the Board at that meeting, unless permission to continue is granted by a majority vote of the Board.

6.4 Disruption of Meeting

In the event that any meeting is willfully disrupted by a group or groups of persons so as to render the orderly conduct of such meeting infeasible, and order cannot be restored by removal of individuals who are willfully disrupting the meeting, the Presiding Officer with the Board's consent may, or upon motion of any Board Member adopted by the Board shall order the Council Chamber or other place of meeting cleared without awaiting completion of the item of business at hand and when the disruption has ceased, resume the meeting. Only matters appearing on the agenda may be considered in such a session. Duly accredited representatives of the press or other news media, except those participating in the disturbance, shall be allowed to attend any such sessions. As a matter of public policy, it is in the public interest to allow duly accredited representatives of the press or other news media who were not involved in the disturbance to attend the sessions from which members of the general public have been excluded by reason of a willful disturbance.

**SECTION 7.0 AGENDA PREPARATION**

## 7.1 Declaration of Policy

- A. It is established as the policy of the Design Review Board that no resolution, motion or item of business shall be introduced before the Board at a regular meeting without having prior thereto been placed upon the written agenda prepared and posted for that meeting. All Board meetings shall follow the prepared agenda unless changed by the Presiding Officer with the Board's consent or upon a majority vote of the Board.
- B. Notwithstanding subsection A of this section, the Design Review Board may take action on items of business not appearing on the posted agenda under any of the following conditions:
  1. Upon a determination by a two-thirds vote of the Board (at least five Board Members) or, if less than two-thirds of the members are present (four Board Members are required for a quorum), a unanimous vote of those members present that the need to take action arose subsequent to the agenda being posted as specified in Section 7.2.
  2. The item was posted pursuant to Section 7.2 for a prior meeting of the Board occurring not more than five calendar days prior to the date action is taken on the item, and at the prior meeting the item was continued to the meeting at which the action is being taken.
- C. Nothing in this section shall be construed to prevent the Board from discussing and referring to staff for appropriate study or placement on a subsequent agenda, items that are brought to the Board's attention during community forum.

## 7.2 Preparation and Posting

The Secretary shall prepare and furnish to each Board Member and to the City Attorney, and to such other persons as the Board shall designate, a written agenda for every regular meeting. The Secretary shall endeavor to arrange the agenda in such a manner that adjournment if at all possible may be had no later than eleven (11) p.m. of the date scheduled for the meeting. The agenda shall contain a brief general description of each item of business to be transacted or discussed at the meeting, and shall so specify the time and location of the meeting. The agenda shall be posted on the bulletin board located immediately outside the front entry to City Hall or other location that is freely accessible to members of the public at least seventy-two (72) hours prior to the regular meeting. Except as provided in Section 7.1, no action shall be taken on any item not appearing on the posted agenda. Copies of the agenda, with all attachments, shall be available at the Planning Division and J.F. Kennedy Library for perusal by members of the public. A copy of the agenda, plus all attachments, shall be available to members of the public during the Board meeting.

## 7.3 Items Included

- A. Any items of business shall be placed upon the written agenda prior to the deadline announced or observed for the preparation thereof at the request of the Chairperson or any individual member of the Board, by the Secretary, or the City Attorney.
- B. The written agenda shall include the following information:
  1. Disclosure requirements for political contributions;
  2. Appeal rights;



3. Name of the staff person responsible for each agenda item;
4. Planning Division telephone number;
5. Speaker time limits.

## **SECTION 8.0 AGENDA CONTENT**

### 8.1 Order of Business

The business of the Board shall be taken up for consideration and disposition in the following order as set forth in the agenda published by the Secretary, except that with the majority consent of the Board, matters may be taken up out of order. Any item not on the agenda may be added and considered only in the manner prescribed by Section 7.1.

- A. Call to Order;
- B. Pledge of Allegiance;
- C. Roll Call;
- D. Approval of Minutes;
- E. Written Communications;
- F. Secretary's Report;
- G. City Attorney's Report;
- H. Report of the Presiding Officer and Members of the Design Review Board;
- I. Community Forum;
- J. Consent Calendar and Approval of the Agenda;
- K. Public Hearings;
- L. Other Agenda Items;
- M. Adjournment.

### 8.2 Call to Order

The Presiding Officer shall take the chair precisely at the hour appointed for the meeting and shall immediately call the Board to order. If the Presiding Officer is not the Chairperson or Vice Chairperson, upon the arrival of the Chairperson or Vice Chairperson, as the case may be, the person who is then presiding shall relinquish the chair at the conclusion of the item of business then before the Board.

### 8.3 Pledge of Allegiance

Immediately following the call to order, the Presiding Officer shall lead the Board and audience in the recitation of the Pledge of Allegiance to the flag of the United States of America.

#### 8.4 Roll Call

Before the Board shall proceed with the business of the meeting, the Secretary or his or her designee shall call the roll of the Board Members, and the names of those present shall be entered in the minutes. The later arrival of any absentee shall also be entered in the minutes with the time of arrival noted.

#### 8.5 Minutes

- A. The Secretary shall distribute copies of the unadopted minutes to each Board Member along with the agenda and accompanying materials.
- B. Unless reading of the minutes of the Board meeting is requested by a member of the Board, with consent of the majority of the Board Members, such minutes may be adopted without reading.

#### 8.6 Written Communications

- A. Written communications from the public will be received and filed, unless added to the agenda at the time the Board has under consideration approval of the agenda and consent calendar. If any Board Member objects to the addition of a written communication to the agenda, then a majority vote of the Board shall be required to place an item on the agenda. A written request to address the Board on a subject not scheduled for discussion will be treated the same as and considered at the time "Written Communications" is before the Board. The Board will determine if it wishes to have such a matter discussed and, if so, will designate the meeting at which it will be discussed.
- B. Anonymous or unsigned communications shall not be introduced to the Board or placed under written communications.

#### 8.7 Report of the Secretary

The Secretary may, from time to time, report on items that may be of interest to the Board and the general public.

#### 8.8 Report of the City Attorney

The City Attorney may, from time to time, report on items that may be of interest to the Board and general public.

#### 8.9 Report of the Presiding Officer and Board Members

The Presiding Officer and any Board Member may, from time to time, wish to make certain announcements, request information from staff, and to report on items of activity that -may be of interest to the Board and the general public.

#### 8.10 Community Forum

The Presiding Officer shall announce that members of the public have the opportunity to directly address the Board on items of interest to the public that are within the subject matter jurisdiction of the Board. Fifteen (15) minutes shall be set aside for the community forum, and each speaker shall be allocated three (3) minutes, unless time is extended by the Presiding Officer with the Board's consent.

Except as provided in Section 7.1, no action shall be taken on matters brought up during community forum. Items of business listed on the agenda shall not be further discussed under the community forum without the Board's consent.

#### 8.11 Consent Calendar and Approval of the Agenda

A. The Secretary or City Attorney may recommend that items appearing on the agenda be placed on the consent calendar for action by the Board. Any item placed, on the consent calendar shall appear in its regular order on the agenda together with a recommendation of the Secretary or City Attorney as to the action to be taken by the Board with respect to such item. Upon motion of any Board Member, all items placed upon the consent calendar may be acted upon collectively, and each shall be deemed to have received the action recommended by the Secretary or City Attorney; except that if any Board Member objects to the placement of an item on the consent calendar, or if any member of the public wishes to address the Board on any such item, the item shall be removed from the consent calendar and shall be heard and acted upon in its proper place on the agenda as designated by the Presiding Officer.

B. After making changes in the agenda, if any, as permitted under these rules of order and procedure, the Board shall approve the agenda which shall be and constitute the agenda of business to be considered at the meeting. The motion offered to approve the agenda shall include the adoption of the consent calendar.

#### 8.12 Public Hearings

A. The Board may from time to time order that public hearings be conducted on items of public interest even though such may not be required by law.

B. Anyone desiring to address the Board on the subject of the public hearing may indicate such interest in any of the three following ways:

1. Persons may submit a written request to the Secretary in advance of the meeting.
2. Persons may fill out a card that will be available at the start of all Design Review Board meetings, and submit the card to the Secretary during the meeting.
3. Persons may approach the podium to speak when the Presiding Officer opens the public hearing and indicates that persons wishing to address the Board may do so at that time.

C. Procedures for Public Hearings

1. The Secretary shall announce the public hearing and shall note any correspondence received concerning the matter, if any.
2. The staff report shall be presented,
3. The Presiding Officer shall declare the public hearing open.
4. The Presiding Officer shall first call on the applicant, proponent or appellant of the matter.
5. The Board shall hear those interested in the matter.

6. The Presiding Officer

- a. May limit individual presentations and may limit the number of speakers with similar positions;
- b. May order that no person speak more than once until all other persons wishing to speak have spoken once;
- c. May use the card system provided for in Section 11.4.
- d. Shall close the hearing.

7. A Board Member:

- a. May question any speaker during the hearing;
- b. Shall not indicate his or her decision regarding the matter, nor introduce a motion or resolution to approve, modify or deny the matter being heard until the public hearing is closed by the Presiding Officer.

D. Continuance of Hearing

Any hearing being held, or noticed or ordered to be held, by the Board at any meeting may by order or notice of continuance adopted by the Board be continued or reconfirmed to any subsequent meeting in the same manner and to the same extent set forth in Section 3.1 for the adjournment of meetings; provided, however, if the hearing is continued to a time less than twenty-four (24) hours after the time specified in the order or notice of hearing, a copy of the order or notice of continuance of hearing shall be posted immediately following the meeting at which the order or notice of continuance was adopted.

8.13 Other Agenda Items

The Secretary, City Attorney, or the Presiding Officer may place items on the agenda of interest to the Board and the general public or for action by the Board.

8.14 Adjournment

It shall be the policy of the Board to adjourn its regular meeting by eleven (11) p.m. of each meeting date. The Secretary shall endeavor to arrange the agenda in such a manner that the Board can adhere to this adjournment policy. A public hearing in progress shall not be interrupted and continued to a subsequent meeting for the sole purpose of satisfying this adjournment deadline. Items of business that remain on the agenda at eleven (11) p.m. shall be carried over to the next regular meeting, unless the Board by a majority vote agrees to continue in session or agrees to adjourn the meeting to a date sooner than the next regular meeting to dispose of the remaining agenda items.

**SECTION 9.0 RULES OF DEBATE**

9.1 Presiding Officer

The Presiding Officer may debate and vote. The Presiding Officer shall not be deprived of any rights and privileges of a Board Member by reason of acting as the Presiding Officer except as set forth in Section 9.2.

9.2 Motions and Resolutions by the Presiding Officer

Prior to making a motion or resolution, the Presiding Officer shall relinquish the chair to the Vice-Chairperson or the next senior member of the Board. Upon completion of the vote on the motion or resolution, the Presiding Officer will automatically regain the gavel and continue to chair the meeting.

9.3 Obtaining the Floor

Board Members desiring to speak shall address the Presiding Officer, and upon recognition by the Presiding Officer, shall confine themselves to the question under debate, avoiding all indecorous language.

9.4 Parliamentary Inquiries

A Board Member may, without obtaining the floor, make an inquiry of the Presiding Officer for information on a point of order, a matter of parliamentary procedure or the rules of Board bearing on the business at hand. The Presiding Officer's reply to a parliamentary inquiry is not subject to an appeal or reconsideration. However, if a Board Member acts contrary to the Presiding Officer's opinion and is ruled out of order, an appeal may be taken to the Board. If an inquiry is made when another Board Member has the floor and an immediate answer is not necessary, the Presiding Officer can defer a reply until the floor has been yielded. The Presiding Officer is not obligated to answer hypothetical questions.

9.5 Points of Information

A Board Member may make a request for information relevant to the business at hand but not related to parliamentary procedure. The request may be directed to the Presiding Officer or through the Presiding Officer to another Board Member or an officer or employee of the City. The request must always be put in the form of a question. If directed to a Board Member who has the floor, the Presiding Officer will ask consent of the speaker to the interruption.

9.6 Questions of Personal Privilege

A Board Member may, without obtaining the floor, raise a question of personal privilege. An inquiry shall be addressed to the Presiding Officer and may be made without waiting for recognition. When disposed of, the business shall be resumed at exactly the point at which it was interrupted. The Presiding Officer shall rule whether the questions put is one of personal privilege, as defined by Section 5.6, and, if so; whether it is of sufficient urgency to warrant interrupting the business then in progress. A nondebatable appeal to the Board may be taken from the Presiding Officer's ruling.

9.7 Interruptions

A Board Member, once recognized, shall not be interrupted when speaking unless called to order by the Presiding Officer. When called to order while speaking, the Board Member must cease speaking until the point of order be determined and, if in order, shall be permitted to proceed.

9.8 Restriction of Discussion

Board Members shall confine their remarks and inquiries to the agenda item under consideration and speak only when recognized by the Presiding Officer, except as otherwise provided in these rules of order and procedure. A Board Member shall not call for a showing of hands or other demonstration of those present in the audience, unless granted permission to do so by the Presiding Officer.

9.9 Limitation of Debate

No Board Member may speak for longer than ten (10) minutes at any one time; unless additional time is granted upon a majority vote of the Board.

9.10 Precedence of Motions

When a question is before the Board, no motion shall be entertained except:

- A. To adjourn;
- B. To fix the hour of adjournment;
- C. To lay on the table;
- D. To call for a previous question;
- E. To postpone to a certain day;
- F. To refer;
- G. To amend;
- H. To substitute;
- I. To postpone indefinitely.

These motions shall have precedence in the descending order indicated. Any such motion, except a motion to adjourn, amend, or substitute, shall be put to a vote without debate.

9.11 Motions and Resolutions to be Stated by the Secretary.

The Secretary shall read the title of any motion, resolution, or item of business before debate, following which the Presiding Officer may request a report from the Secretary or other designated staff member.

9.12 Discussion Allowed Prior to Formal Motion

It shall not be necessary to make a motion or resolution prior to inquiry or debate by Board Members, or the public is allowed to speak.

9.13 Second Not Required

A second shall not be required in order to make a motion or resolution.

9.14 Motions Out of Order

The Presiding Officer or any Board Member may introduce a resolution or motion out of the regular order of the agenda, only with the majority consent of the Board.

9.15 Motion to Adjourn

A motion to adjourn shall be in order at any time, except as follows:

- A. When repeated without intervening business or discussion;
- B. When made as an interruption of a member speaking;
- C. When a previous question has been ordered; or
- D. While a vote is being taken.

A motion to adjourn is debatable only as to the time to which the meeting is to be adjourned.

9.16 Motion to Lay on the Table

A motion to lay on the table shall preclude all amendments or debate of the subject under consideration. If the motion prevails, consideration of the subject may be resumed at that meeting only upon motion of a member voting with the majority.

9.17 Withdrawal of Motions

A motion may be withdrawn at any time before vote by the maker, after first gaining recognition from the presiding officer.

9.18 Motion for Previous Question

When a motion for the previous question is made by a Board Member, the Presiding Officer shall allow no further debate and shall ask "Shall the item now be voted on?" If the question carries, the Presiding Officer shall put pending amendments to vote, without debate, in the inverse order of their introduction, before putting the main questions, If the question "Shall the main question now be voted on?" is decided negatively, the main questions and its amendments remain before the Board. The motion calling for the previous question must be decided upon by five-seventh vote in the affirmative.

9.19 Division of Question

If a question put before the Board contains two or more separate propositions, the Presiding Officer may, and upon request of a Board Member, shall divide the question.

9.20 Motion to Amend an Amendment

After a motion to amend an amendment has been made and installed for debate, a motion to amend the same amendment further shall not be in order.

9.21 Motion to Postpone

A motion to postpone, except one to postpone indefinitely, may be amended as to time. If a motion to postpone indefinitely carries, the main motion is lost.

9.22 Motion to Reconsider

A motion to reconsider any action taken by the Board may be made at the meeting such action was taken. It may be made either immediately during the same session, or at a recessed or adjourned session of that meeting. Such a motion may be made only by a Board Member who voted with the prevailing side. After such a motion for reconsideration has been acted upon, no other such motion on the same question shall be made at that meeting.

### 9.23 Rehearing

After the Board has taken action on a matter or question, a motion to reconsider the action taken on such matter or question, or on a matter or question having substantially the same content or purpose of the matter or question already acted upon, shall not be made at a subsequent meeting for at least one (1) year from the date of such action, except by a Board Member who voted in the majority on such matter or question or upon the consent in writing of the majority of the Board Members filed with the Secretary. Such matter or question may, however, be reheard at a subsequent meeting after the one year period has elapsed. The item before the Board shall be whether the matter or question should be reheard; and, if the Board approves the request, it shall be placed on a future agenda for consideration.

## **SECTION 10.0 VOTING**

### 10.1 Quorum

A quorum shall be four (4) or more members of the Board.

### 10.2 Abstention

It shall be the duty of each Board Member present at a meeting of the Design Review Board to cast a vote, "aye" or "nay", unless excused because:

- A. The Board Member has a personal or pecuniary interest in the matter under consideration; or
- B. The law otherwise declares that Board Member's participation is a conflict of interest; or
- C. The Board Member is disqualified by reason of absence from the hearing of a matter, the decision on which under the law must be based upon findings supported by testimony or other competent evidence introduced in the proceeding

If a conflict of interest does exist, the Board Member shall declare this fact. The Board Member is then excused from voting 'aye' or "nay", and may cast an abstention vote. Other than to reflect the abstention, the vote shall not be counted for any purpose. Abstention for any reason other than those mentioned above shall constitute consent in the action proposed, and the Secretary shall announce at the meeting and enter in the Board's minutes that the abstention was cast as an "aye" vote pursuant to this rule.

Nothing in these rules of order and procedure is intended to abrogate the judicially declared "rule of necessity" adopted in the State of California pertaining to the duty of members of public legislative and administrative bodies to vote on matters which require their action.

Abstention is defined to include a Board Member's refusal or failure to vote when present and capable of casting a vote, unless excused for the reasons set forth above.

### 10.3 Tie Vote

The affirmative vote of at least four (4) members shall be necessary to adopt any resolution or motion. Any question on which the vote is tied, is lost. In the event of a tie vote, the Presiding Officer or any Board Member may request the Secretary to carry over the item to the next regular meeting where a full Board will be present.



#### 10.4 Roll Call

The votes shall be cast and displayed on the electronic voting board so that each Board Member's vote may be recorded by the Secretary. In the event of a breakdown or a malfunction of the electronic voting equipment, the Secretary shall call the roll in the descending order that the names of the Board Members appear on the electronic voting board. The Secretary at the conclusion of the voting shall announce the results of the vote by stating whether the measure carried or failed and by what vote.

### **SECTION 11.0 PUBLIC PARTICIPATION**

#### 11.1 Policy

It is the policy of the Design Review Board that members of the public shall be afforded the opportunity to speak on any agenda item providing they are first recognized by the Presiding Officer.

#### 11.2 Addressing the Board

Any person desiring to address the Board by oral communication shall first secure the permission of the Presiding Officer by approaching the speaker's podium and waiting, silently, to be recognized by the Presiding Officer.

#### 11.3 Spokespersons

Designated spokespersons for recognized groups or organizations will be given priority over Individuals who desire to address the Board.

#### 11.4 Card System

Cards will be available at the rear of the Council Chamber for persons who wish to address the Board at a public hearing or on another item of agenda business. After filling out the information requested, the cards shall be handed to the Secretary or designated staff member. The Presiding Officer will call on those wishing to speak in the order in which the cards are received, except as provided in Section 8.11. After such persons are heard, the Presiding Officer may then call for any additional speakers.

#### 11.5 Time Limits

Designated spokespersons for recognized groups or organizations will have five (5) minutes to address the Board; provided, however, that they may request additional time and will be granted such only with the permission of the Presiding Officer and subject to the consent of the Board. Individuals will be given three (3) minutes to address the Board unless additional time is allowed as provided for spokespersons.

#### 11.6 Discussion Between Citizens and the Board

All remarks shall be addressed to the Board as a body and not any Board Member thereof. No person, other than the Presiding Officer, Board and the person having the floor, shall be permitted to enter into any discussion, either directly or through a Board Member, without

the permission of the Presiding Officer. No question shall be asked of a Board Member or a member of staff except through the Presiding Officer.

11.7 Topic for Discussion

Members of the public shall address their remarks only to the agenda item under discussion by the Board.

11.8 Manner of Addressing the Board

Prior to speaking, each member of the public shall state his or her name and business or home address in a clear and audible tone of voice.

11.9 Repetition

Recognized speakers shall refrain from repetition of issues and points already raised by previous speakers.

**SECTION 12.0 AMENDMENTS**

12.1 Notice of Amendment

These rules of order and procedure may be amended by the Board at any regular or special meeting, provided that notice of the proposed amendment or amendments, including the exact text of same, shall have been delivered to each Board Member at least three (3) days prior to the meeting date.

12.2 Submission for Council Approval

Any amendment adopted by the Board shall be submitted to the City Council for approval at the earliest convenient time as required by Section 405 of the City Charter, and shall become effective only upon such approval being given.

CITY COUNCIL APPROVAL

The foregoing Rules of Order and Procedure were approved by Resolution No. \_\_\_\_\_ adopted by the City Council on \_\_\_\_\_ pursuant to Section 405 of the City Charter of the City of Vallejo.



COUNCIL COMMUNICATION

Date: September 16, 2008

TO: Mayor and Members of the City Council

FROM: Craig Whittom, Assistant City Manager / Community Development *W*  
Bob Adams, Development Services Director *B.A.*  
Gary West, Chief Building Official *W*

SUBJECT: APPROVAL OF A RESOLUTION OF INTENTION TO AMEND SECTION 12.02.080 OF THE CITY OF VALLEJO MUNICIPAL CODE TO MODIFY "TO WHOM PERMITS SHALL BE ISSUED."

BACKGROUND & DISCUSSION

The City of Vallejo Building Division issues building permits and performs inspections to ensure state code compliance on construction projects, alterations, and repair to buildings. The inspections are performed to ensure the construction complies with the most current regulated code to ensure the public's safety, and preserve the safety of surrounding property owners. On December 18, 2007 the City Council adopted the updated 2007 California Building Code. As a component of the update, the City of Vallejo Municipal Code Chapter 12 was revised along with the administrative portions of the Building, Electrical, Mechanical, and Plumbing chapters condensed to one location.

Section 1.09, 12.02.080 indicates which persons are allowed to obtain a building permit. The existing section Municipal Code allows an Architect, Engineer, Licensed Contractor, or the owner of the building to obtain the building permits if the building is owner-occupied. The proposed change, shown in strike-through format, is set forth below:

**"12.02.080 To whom permits shall be issued."**

- (1) No permit under this Code shall be issued to any person to do or cause to be done any work regulated by this Code, except to a person holding a valid unexpired and unrevoked license issued by the State of California.
- (2) A permit may be issued to a properly licensed person not acting in violation of any current contractor's licensing law.
- (3) Any permit required by this Code may be issued to any person to do any work regulated by this Code provided that any such person is the bona fide owner of any such property, is constructing or improving structures thereon, or appurtenances thereto, and who does such work him/herself or through his/her own employees with wages as their sole compensation; provided that such structure, or structures, with or

without the appurtenances thereto, is not intended or offered for sale. ~~and is owner-occupied.~~

This Municipal Code section has made it difficult for property owners of apartments and rental properties to perform improvements to the structures without hiring a licensed contractor to obtain the building permits and perform the work. Staff has enforced this section by not approving any work by non-licensed contractors in buildings that are not owner occupied.

There has been concern voiced by the Rental Association and property owners concerning the enforcement of this code section. Also, staff believes this code section has caused work to be performed in these situations without the benefit of permits and inspections which poses a public safety concern.

The current 2007 California Building Code and the State of California Contractor Licensing Board does allow the owner of a building to obtain building permits, and his or her employees to perform the work with the appropriate workers compensation and liability insurance coverage. This is consistent with the surrounding jurisdictions in the bay area, and current regulating state codes.

The compliance enforcement by the Building Division Inspectors may be increased due to this change. The Chief Building Official retains the right to require a licensed contractor for projects where the owner and his or her employees do not have the knowledge or ability to perform the work to code or in a workman like manner.

#### *Fiscal Impact*

There is no fiscal impact to the City of Vallejo by making this change.

#### RECOMMENDATION

Staff recommends that Vallejo Municipal Code section 12.02.080, paragraph #3 is amended by deleting "and is owner-occupied" from the text.

#### ALTERNATIVES CONSIDERED

None.

#### ENVIRONMENTAL REVIEW

None required.

PROPOSED ACTION

Approve the Resolution of Intention to Amend Section 12.02.080 of the City of Vallejo Municipal Code to modify "To whom permits shall be issued."

DOCUMENTS ATTACHED

Attachment A - Resolution

CONTACT: Craig Whittom, Assistant City Manager / Community Development  
648-4579, [cwhittom@ci.vallejo.ca.us](mailto:cwhittom@ci.vallejo.ca.us)

Bob Adams, Development Services Director  
649-5458, [badams@ci.vallejo.ca.us](mailto:badams@ci.vallejo.ca.us)

Gary West, Chief Building Official  
648-4387, [gwest@ci.vallejo.ca.us](mailto:gwest@ci.vallejo.ca.us)

K:\PUBLIC\A\BLDG\091608 Code Amendment re Owner Permits - REP.docx

**RESOLUTION NO. N.C. 07-\_\_ N.C.**

**A RESOLUTION TO AMEND SECTION 12.02.080 OF THE CITY OF VALLEJO MUNICIPAL CODE TO CLARIFY "To whom permits shall be issued."**

**BE IT RESOLVED** by the City Council of the City of Vallejo as follows:

**THAT WHEREAS** the City of Vallejo Building Division issuance of building permits shall comply with the 2007 California Building Code, Appendix chapter 1, section 105, and

**WHEREAS** restricting issuance of a building permit to a property owner that does not reside at the property address creates an undue hardship, and

**WHEREAS** the City of Vallejo Building Division strives to be consistent with other jurisdictions in our area,

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Vallejo hereby:

- 1) Articulates its intent to amend chapter 12.02.080 of the Vallejo Municipal code consistent with the staff report for the current item, and;
- 2) Directs the City Manager to bring back an ordinance containing the proposed amendment to be considered on first reading and possible adoption at a future Council Meeting date.

**APPROVED** by the Council of the City of Vallejo at a regular meeting held on \_\_\_\_\_ with the following vote:

K:/Public/AI/BLDG/to whom permits shall be issued reso.



**COUNCIL COMMUNICATION**

Date: September 16, 2008

TO: Mayor and Members of the City Council

FROM: Craig Whittom, Assistant City Manager/Community Development *W*  
Robert V. Stout, Finance Director *RS*  
Melinda Nestlerode, Acting Housing and Community Development Manager *M. Nestlerode*

SUBJECT: APPROVAL OF A RESOLUTION APPROVING FISCAL YEAR (FY) 2007/2008  
FEDERAL CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION  
REPORT (CAPER)

**BACKGROUND AND DISCUSSION**

Staff has prepared a draft Consolidated Annual Performance and Evaluation Report ("CAPER") for the third year of the City's Consolidated Plan. The Consolidated Plan is a five-year planning document, required by the U.S. Department of Housing and Urban Development (HUD), which is intended to address housing and community development needs. The CAPER describes the City's performance in achieving the objectives in the Consolidated Plan for the period July 1, 2007 to June 30, 2008. The CAPER is available for review at Attachment "B".

The Community Development Commission (CDC) of the City of Vallejo held a public hearing to receive comments on the CAPER at its regular meeting on September 4, 2008. No public comments were received. After reviewing the CAPER, the CDC adopted a resolution recommending unanimously the City Council approve the report and forward it to HUD.

Written comments were requested by the City of the public from August 29, 2008 through September 12, 2008. If any written comments are received, staff will provide them to the City Council, and its response, at this meeting.

The Consolidated Annual Performance and Evaluation Report (CAPER) compares the City's FY 2007/2008 Consolidated Plan goals with actual performance. The CAPER must be submitted to HUD not later than September 30 each year. This report is broken into several categories. Many of the goals for the FY 2007/2008 reporting period were substantially achieved, or exceeded.

The Consolidated Plan has established priority groups for programs and assistance. They are the **#1 priority groups** of very low-income renters; very low- and low-income existing homeowners; homeless persons; and non-homeless persons with special needs, that is, persons living with HIV/AIDS, severe mental illness, or substance abuse addictions; and the **#2 priority group** of very low- and low-income first time homebuyers.

A summary of each of the major program categories is provided below.



## **Housing Objectives**

### Rental Assistance

The City established an annual goal of providing rental assistance to 2,000 very low-income persons, through the provision of Housing Choice Vouchers. As of June 30, 2008, the City of Vallejo Housing Authority was authorized to provide 2,268 vouchers, and had leased vouchers to 2,036 clients. The Housing Authority continued to undertake efforts to maintain its lease-up rate on behalf of voucher holders.

### Rental Rehabilitation

The City and the Vallejo Redevelopment Agency loaned funds to Marina Tower Associates for the rehabilitation of 155 rental units for very low-income seniors at Marina Tower Apartments. BRIDGE Housing Corporation, a private non-profit housing developer, has acquired this property in partnership with the John Stewart Company. The renovation of the building, including seismic upgrades, was completed in a prior reporting period.

During the reporting period, the City also worked with Eden Housing, Inc. to assess the feasibility of the acquisition and rehabilitation of existing housing in Vallejo for an affordable rental or homeownership project. A viable project was not identified.

### New Construction

A five year goal in the Consolidated Plan is the construction of 113 new units for very low-income renters. The City is largely achieving this goal through the construction of 87 multifamily units at Avian Glen Apartments. This development was completed in July 2007.

### Existing Homeowners

The City's Consolidated Plan, and Housing Element, identify a need for the rehabilitation of housing units. Vallejo has a more than 30-year history of conserving the existing, mostly older housing stock through low interest loans to low- and moderate-income households.

The City has established a five-year goal of providing rehabilitation loans to 25 households. During FY 2007/2008, two rehabilitation loans were provided. The rehabilitation loan program was administered by Vallejo Neighborhood Housing Services, Inc. (VNHS), a local non-profit agency, using Federal Community Development Block Grant (CDBG) and HOME Investment Partnerships Program funds.

### Homeownership Assistance

In recent years, the City and the Housing Authority have supported homeownership programs for very low- and low -income residents. Homeownership is also an important goal of HUD. The City has established a five-year goal to provide homeownership for 25 households. In FY 2007/2008, nine households were assisted with down payment assistance loans and closing cost grants. VNHS has assisted in providing these loans.

In addition, the City has allocated a portion of its HOME Program funds to VNHS, in its capacity as a Community Housing Development Organization, ("CHDO"), for the construction of 38 for-ownership units, half of which will be affordable to low and moderate income families. No units were completed during the reporting period.

### **Homeless Objectives**

The City established an annual goal to provide emergency supportive services (emergency shelter, food, rental assistance, counseling, etc.) to 500 homeless persons. A total of 1,093 homeless persons were served in FY 2007/2008.

The City also allocated funding toward the rehabilitation of the Reynaissance Family Center. This project was completed during the reporting period. This sixteen-bed facility provides transitional housing with supportive services to homeless families.

### **Community Development Objectives**

In the areas of public infrastructure and facility improvements, curb ramps, and social services, the following was accomplished during the reporting period:

Public infrastructure and facility improvements in the lowest income neighborhood target areas: A total of \$534,487 was expended on public improvements during the reporting period. The five-year goal is to invest (receive and expend) \$2,000,000.

Curb ramps, City-wide: The five-year goal is to invest \$500,000 in curb ramps. No funds were expended on the installation of curb ramps during the reporting period.

Social Services: 4,937 low- and moderate-income persons were assisted in FY 2007/2008. The City's goal is to assist 1,000 persons with social services each year for five years.

### **Non-homeless Special Needs Objectives**

The City established a goal to rehabilitate and open an eight-bed sober living transitional housing facility for women, using CDBG funds. The rehabilitation of a facility in South Vallejo was completed by The House of Acts, Inc., in a prior reporting period. The House of Acts began providing housing and supportive services at this property in FY 2007/2008.

The Consolidated Plan has also adopted an annual goal to provide emergency support services and facilities provided through non-profit agencies, using financial assistance from a variety of private, State, and Federal sources, to 250 persons with special needs. This goal was accomplished during the reporting period.

Finally, the Plan has established an annual goal to provide rental assistance for up to ten months to 45 persons who are living with HIV/AIDS, through the use of HUD Housing Opportunities for Persons with AIDS (HOPWA) funding, by a non-profit agency. This goal was met in FY 2007/2008.

Investment of Available Resources

The City is required to report the amount of funding devoted to Consolidated Plan activities. An estimated total of over \$20 million was invested during the reporting period in private, Federal, State, and local funds; of this amount, a large majority was Federal funds.

Conclusions Regarding FY 2007/2008 Performance

The City of Vallejo was successful in meeting many of its goals in the program areas of assistance to homeless persons and persons with special needs, as well as supporting affordability for very low-income renters.

Fiscal Impact

The submission of the CAPER is one of the requirements associated with the CDBG and other Federal programs. By submitting this document, the City meets this requirement and maintains its eligibility for CDBG, HOME, and other Federal housing program funding.

RECOMMENDATION

Authorize staff to forward the CAPER to HUD for its approval.

ALTERNATIVES CONSIDERED

An annual CAPER is mandated by HUD. Therefore, no other alternatives were considered.

ENVIRONMENTAL REVIEW

There is no environmental impact associated with this action.

PROPOSED ACTION

Adopt the enclosed resolution approving the CAPER.

DOCUMENTS AVAILABLE FOR REVIEW

Attachment "A" - Resolution

Attachment "B" - FY 2007/2008 CAPER

Attachment "C" - Notice of Public Hearing and Public Notice Mailing List

**PREPARED BY/CONTACT:**

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Guy L. Ricca, Senior Community Development Analyst, (707) 648-4395, or [gricca@ci.vallejo.ca.us](mailto:gricca@ci.vallejo.ca.us).

**RESOLUTION NO. 08-\_\_\_ N.C.**

BE IT RESOLVED by the Council of the City of Vallejo as follows:

THAT WHEREAS, the U. S. Department of Housing and Urban Development (HUD) requires that cities receiving Federal Community Development Block Grant (CDBG) Program, HOME Investment Partnerships Program, and other Federal housing program funds submit a Consolidated Annual Performance and Evaluation Report (CAPER).

WHEREAS, the City must submit the CAPER to HUD by September 30, 2008.

WHEREAS, the Community Development Commission (CDC) of the City of Vallejo held a public hearing on September 4, 2008 to receive comments on the draft CAPER.

WHEREAS, after reviewing the CAPER, the CDC voted unanimously, 4-0-0, to recommend approval of the report by the City Council.

NOW THEREFORE BE IT RESOLVED that the Vallejo City Council hereby approves the CAPER for Fiscal Year 2007/2008; and

BE IT FURTHER RESOLVED that the City Council hereby authorizes the City Manager to submit the CAPER for Fiscal Year 2007/2008 to the U. S. Department of Housing and Urban Development (HUD); and

BE IT FURTHER RESOLVED that the City Council hereby authorizes the City Manager to revise the CAPER for Fiscal Year 2007/2008 as needed.

**DRAFT**

**CITY OF VALLEJO  
FEDERAL  
CONSOLIDATED ANNUAL PERFORMANCE  
AND  
EVALUATION REPORT  
(CAPER)**

**FISCAL YEAR (FY) 2007/2008**

**(JULY 1, 2007 – JUNE 30, 2008)**

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**INTEGRATED DISBURSEMENT  
AND INFORMATION SYSTEM  
(IDIS) REPORTS**



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PROJECT NAME: 1. PROGRAM ADMINISTRATION PROJECT ID: 2007-0001  
 ACTIVITY NO. 585 MATRIX CODE: 21A REGULATORY CITATION: 570.206  
 ACCOMPLISHMENTS/STATUS:  
 2007/2008 budget appropriation: \$281,710.00. \$206,119.07 expended.

TOTAL NUMBER OF PERSONS ASSISTED:

DATE FUNDED	NATIONAL OBJECTIVE	LOW INCOME	MODERATE INCOME	LOW INCOME	VERY LOW INCOME	WHITE	BLACK	HISPANIC	ISLANDER	ASIAN/ PACIFIC ISLANDER	NATIVE AMERICAN/ ALASKAN NATIVE	TOTAL	FEMALE HEAD OF HOUSEHOLD	UNLIQUIDATED OBLIGATIONS	TOTAL AUTHORIZED	THROUGH PROGRAM YEAR	IN PROGRAM YEAR
JUL 07	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$0.00	\$281,710.00	\$206,119.07	\$206,119.07

PROJECT NAME: 2. CONTINENTALS OF OMEGA PROJECT ID: 2005-0032  
 ACTIVITY NO. 552 MATRIX CODE: 03D REGULATORY CITATION: 570.201C  
 ACCOMPLISHMENTS/STATUS:  
 2007/2008 budget appropriation: \$20,000.00. Project will be completed in 2008/2009.

TOTAL NUMBER OF PERSONS ASSISTED:

DATE FUNDED	NATIONAL OBJECTIVE	LOW INCOME	MODERATE INCOME	LOW INCOME	VERY LOW INCOME	WHITE	BLACK	HISPANIC	ISLANDER	ASIAN/ PACIFIC ISLANDER	NATIVE AMERICAN/ ALASKAN NATIVE	TOTAL	FEMALE HEAD OF HOUSEHOLD	UNLIQUIDATED OBLIGATIONS	TOTAL AUTHORIZED	THROUGH PROGRAM YEAR	IN PROGRAM YEAR
JUL 07	LMC	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00	\$20,000.00	\$0.00	\$0.00

PROJECT NAME: 3. CITY PARK NEIGHBORHOOD PRESERVATION PROJECT ID: 2005-0009  
 ACTIVITY NO. 590 MATRIX CODE: 03F REGULATORY CITATION: 570.201C  
 ACCOMPLISHMENTS/STATUS:  
 2007/2008 budget appropriation: \$467,000.00. \$43,586.65 expended. Project will be completed in 2008/2009.

TOTAL NUMBER OF PERSONS ASSISTED:

DATE FUNDED	NATIONAL OBJECTIVE	LOW INCOME	MODERATE INCOME	LOW INCOME	VERY LOW INCOME	WHITE	BLACK	HISPANIC	ISLANDER	ASIAN/ PACIFIC ISLANDER	NATIVE AMERICAN/ ALASKAN NATIVE	TOTAL	FEMALE HEAD OF HOUSEHOLD	UNLIQUIDATED OBLIGATIONS	TOTAL AUTHORIZED	THROUGH PROGRAM YEAR	IN PROGRAM YEAR
JULY 07	LMA	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$0.00	\$467,000.00	\$43,586.65	\$43,586.65

PROJECT NAME: 4. FLORENCE DOUGLAS SENIOR CENTER

ACTIVITY NO. 522 MATRIX CODE: 03A

ACTIVITY NAME, LOCATION, AND/OR DESCRIPTION:  
CDBG replacement of roof at senior center. 101-2104-463.40-26.

TOTAL NUMBER OF PERSONS ASSISTED:

DATE FUNDED	LOW INCOME	MODERATE INCOME	LOW INCOME	VERY LOW INCOME	WHITE	BLACK	HISPANIC	ASIAN/PACIFIC ISLANDER	NATIVE AMERICAN/ALASKAN NATIVE	FEMALE HEAD OF HOUSEHOLD	TOTAL AUTHORIZED	THROUGH PROGRAM YEAR	IN PROGRAM YEAR
JUL 07	Presumed Benefit	N/A	N/A	N/A	6,500	1,100	400	666	0	8,666	7,666	\$150,000.00	\$6,318.00

PROJECT NAME: 5. REYNAISSANCE FAMILY CENTER

ACTIVITY NO. 551 MATRIX CODE: 14G

ACTIVITY NAME, LOCATION, AND/OR DESCRIPTION:  
CDBG acquisition/rehabilitation of sixteen-bed transitional housing facility for homeless persons for up to a two-year stay. 101-2104-463.40-09.

TOTAL NUMBER OF PERSONS ASSISTED:

DATE FUNDED	LOW INCOME	MODERATE INCOME	LOW INCOME	VERY LOW INCOME	WHITE	BLACK	HISPANIC	ASIAN/PACIFIC ISLANDER	NATIVE AMERICAN/ALASKAN NATIVE	FEMALE HEAD OF HOUSEHOLD	TOTAL AUTHORIZED	THROUGH PROGRAM YEAR	IN PROGRAM YEAR
JUL 07	Presumed Benefit	N/A	N/A	N/A	8	6	9	0	3	26	10	\$920,362.00	\$393,415.00

PROJECT NAME: 6. BENSON AVENUE

ACTIVITY NO. 565, 566

ACTIVITY NAME, LOCATION, AND/OR DESCRIPTION:  
CDBG project delivery and installation of public improvements on 100 block of Benson Avenue between "B" and "C" Streets in Vallejo Heights Target Area, Census Tract 2517.01, Block Group 2, 59.9 percent low- and moderate-income per City survey, 5/95. 101-2104-463.40-58, 101-2104-463.40-75.

TOTAL NUMBER OF PERSONS ASSISTED:

DATE FUNDED	LOW INCOME	MODERATE INCOME	LOW INCOME	VERY LOW INCOME	WHITE	BLACK	HISPANIC	ASIAN/PACIFIC ISLANDER	NATIVE AMERICAN/ALASKAN NATIVE	FEMALE HEAD OF HOUSEHOLD	TOTAL AUTHORIZED	THROUGH PROGRAM YEAR	IN PROGRAM YEAR
JUL 07	LMA	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$899,967.00	\$89,755.58	\$64,561.19

PROJECT NAME: 7. FIRST-TIME HOME BUYERS

PROJECT ID: 2007-0002, 2007-0016

ACTIVITY NO. 557, 586, 600 MATRIX CODE: 13

REGULATORY CITATION: 570.201N

ACTIVITY NAME, LOCATION, AND/OR DESCRIPTION:  
CDBG down payment assistance loans and closing cost grants to low- and moderate-income homebuyers. 101-2104-463.40-01, 101-2104-463.40.60.

ACCOMPLISHMENTS/STATUS:  
2007/2008 budget appropriation: \$395,045.00 for loans, and \$48,975.00 for grants. \$326,147.60 expended on loans, and \$48,975.00 expended for grants. Six down payment assistance loans and closing cost grants provided.

TOTAL NUMBER OF PERSONS ASSISTED:

DATE FUNDED	NATIONAL OBJECTIVE	LOW INCOME	MODERATE INCOME	VERY LOW INCOME	WHITE	BLACK	HISPANIC	ASIAN/PACIFIC ISLANDER	NATIVE ALASKAN	NATIVE AMERICAN/ALASKAN	FEMALE HEAD OF HOUSEHOLD	TOTAL	UNLIQUIDATED OBLIGATIONS	TOTAL AUTHORIZED	THROUGH PROGRAM YEAR	IN PROGRAM YEAR
JUL 07	LMH	6	6	0	4	2	0	0	0	0	3	6	\$0.00	\$444,020.00	\$375,122.60	\$375,122.60

PROJECT NAME: 8. CONTINGENCY

PROJECT ID: 2007-0015

ACTIVITY NO. 599

MATRIX CODE: 22

REGULATORY CITATION: N/A

ACTIVITY NAME, LOCATION, AND/OR DESCRIPTION:  
This account is used for CDBG public improvement and facility projects if additional funds are needed. 101-2104-463.40-56.

ACCOMPLISHMENTS / STATUS:  
2007/2008 budget appropriation: \$73,815.00. \$70,193.17 expended on Renaissance Family Center.

TOTAL NUMBER OF PERSONS ASSISTED:

DATE FUNDED	NATIONAL OBJECTIVE	LOW INCOME	MODERATE INCOME	VERY LOW INCOME	WHITE	BLACK	HISPANIC	ASIAN/PACIFIC ISLANDER	NATIVE ALASKAN	NATIVE AMERICAN/ALASKAN	FEMALE HEAD OF HOUSEHOLD	TOTAL	UNLIQUIDATED OBLIGATIONS	TOTAL AUTHORIZED	THROUGH PROGRAM YEAR	IN PROGRAM YEAR
JUL 07	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$0.00	\$73,815.00	\$70,193.17	\$70,193.17

PROJECT NAME: 9. PAINT GRANTS

PROJECT ID: 2006-0001, 2007-0004

ACTIVITY NO. 555, 588

MATRIX CODE: 14A

REGULATORY CITATION: 570.202

ACTIVITY NAME, LOCATION, AND/OR DESCRIPTION:  
CDBG exterior house paint grants for low- and moderate-income homeowners. 101-2104-463.40-03.

ACCOMPLISHMENTS/STATUS:  
2007/2008 budget appropriation: \$33,701.00. \$33,186.86 expended. Ten paint grants provided.

TOTAL NUMBER OF PERSONS ASSISTED:

DATE FUNDED	NATIONAL OBJECTIVE	LOW INCOME	MODERATE INCOME	VERY LOW INCOME	WHITE	BLACK	HISPANIC	ASIAN/PACIFIC ISLANDER	NATIVE ALASKAN	NATIVE AMERICAN/ALASKAN	FEMALE HEAD OF HOUSEHOLD	TOTAL	UNLIQUIDATED OBLIGATIONS	TOTAL AUTHORIZED	THROUGH PROGRAM YEAR	IN PROGRAM YEAR
JUL 07	LMH	10	6	4	4	5	0	1	0	0	6	10	\$0.00	\$33,701.00	\$33,186.86	\$33,186.86

PROJECT NAME: 10. REHABILITATION LOANS

PROJECT ID: 2007-0005

ACTIVITY NO. 589 MATRIX CODE: 14A

REGULATORY CITATION: 570.202

ACTIVITY NAME, LOCATION, AND/OR DESCRIPTION:

ACCOMPLISHMENTS/STATUS:

CDBG low interest loans to low- and moderate-income residents for rehabilitation of homes. 101-2104-463-40-04.

2007/2008 budget appropriation: \$24,000.00. \$24,000.00 expended for project delivery.

TOTAL NUMBER OF PERSONS ASSISTED:

DATE FUNDED	NATIONAL OBJECTIVE	LOW INCOME	MODERATE INCOME	VERY LOW INCOME	WHITE	BLACK	HISPANIC	ASIAN/PACIFIC ISLANDER	NATIVE AMERICAN/ALASKAN NATIVE	TOTAL	FEMALE HEAD OF HOUSEHOLD	UNLIQUIDATED OBLIGATIONS	TOTAL AUTHORIZED	THROUGH PROGRAM YEAR	IN PROGRAM YEAR
JUL 07	LMH	0	0	0	0	0	0	0	0	0	0	\$0.00	\$24,000.00	\$24,000.00	\$24,000.00

PROJECT NAME: 11. HOMEBUYER AND HOMEOWNER TRAINING

PROJECT ID: 2007-0003

ACTIVITY NO. 587 MATRIX CODE: 05S

REGULATORY CITATION: 570.204

ACTIVITY NAME, LOCATION, AND/OR DESCRIPTION:

ACCOMPLISHMENTS/STATUS:

CDBG homebuyer training class for 60 low- and moderate-income persons, and post-home purchase counseling for fifteen low- and moderate-income persons. 101-2104-463.40-02.

2007/2008 budget appropriation: \$77,912.00. \$29,395.90 expended. 171 persons served.

TOTAL NUMBER OF PERSONS ASSISTED:

DATE FUNDED	NATIONAL OBJECTIVE	LOW INCOME	MODERATE INCOME	VERY LOW INCOME	WHITE	BLACK	HISPANIC	ASIAN/PACIFIC ISLANDER	NATIVE AMERICAN/ALASKAN NATIVE	TOTAL	FEMALE HEAD OF HOUSEHOLD	UNLIQUIDATED OBLIGATIONS	TOTAL AUTHORIZED	THROUGH PROGRAM YEAR	IN PROGRAM YEAR
JULY 07	LMC	171	89	82	70	61	24	14	2	171	76	\$0.00	\$77,912.00	\$29,395.90	\$29,395.90

PROJECT NAME: 12. AREA AGENCY ON AGING

PROJECT ID: 2007-0007

ACTIVITY NO. 591 MATRIX CODE: 05A

REGULATORY CITATION: 570.201E

ACTIVITY NAME, LOCATION, AND/OR DESCRIPTION:

ACCOMPLISHMENTS/STATUS:

1,500 CDBG escorted one-way trips during the year to 100 frail, older residents. 101-2104-463.40-31.

2007/2008 budget appropriation: \$20,000.00. \$19,200.00 expended. 3,688 escorted trips provided to 92 clients.

TOTAL NUMBER OF PERSONS ASSISTED:

DATE FUNDED	NATIONAL OBJECTIVE	LOW INCOME	MODERATE INCOME	VERY LOW INCOME	WHITE	BLACK	HISPANIC	ASIAN/PACIFIC ISLANDER	NATIVE AMERICAN/ALASKAN NATIVE	TOTAL	FEMALE HEAD OF HOUSEHOLD	UNLIQUIDATED OBLIGATIONS	TOTAL AUTHORIZED	THROUGH PROGRAM YEAR	IN PROGRAM YEAR
JUL 07	Presumed Benefit	N/A	N/A	N/A	61	16	4	11	0	92	49	\$0.00	\$20,000.00	\$19,200.00	\$19,200.00

PROJECT NAME: 13. CATHOLIC SOCIAL SERVICE

ACTIVITY NO. 596 MATRIX CODE: 05

PROJECT ID: 2007-0012

REGULATORY CITATION: 570.201E

ACTIVITY NAME, LOCATION, AND/OR DESCRIPTION:

ACCOMPLISHMENTS/STATUS:

CDBG family assistance services (3,000 units of service) to 1,500 very low-income residents. 101-2104-463.40-51. 2007/2008 budget appropriation: \$20,000.00. \$20,000.00 expended. 4,796 units of service to 2,952 clients.

TOTAL NUMBER OF PERSONS ASSISTED:

DATE FUNDED	NATIONAL OBJECTIVE	LOW INCOME	MODERATE INCOME	VERY LOW INCOME	WHITE	BLACK	HISPANIC	ASIAN/PACIFIC ISLANDER	NATIVE ALASKAN	NATIVE AMERICAN/HEAD OF HOUSEHOLD	FEMALE HEAD OF HOUSEHOLD	TOTAL UNLIQUIDATED OBLIGATIONS	TOTAL AUTHORIZED	THROUGH PROGRAM YEAR	IN PROGRAM YEAR
JUL 07	LMC	2,952	0	2,952	469	1,647	372	431	33	2,952	222	\$0.00	\$20,000.00	\$20,000.00	\$20,000.00

PROJECT NAME: 14. CHRISTIAN HELP CENTER

PROJECT ID: 2007-0009

ACTIVITY NO. 593 MATRIX CODE: 05

REGULATORY CITATION: 570.201E

ACTIVITY NAME, LOCATION, AND/OR DESCRIPTION:

ACCOMPLISHMENTS/STATUS:

43,000 meals and 2,000 hours of case management to 650 CDBG clients who are residents of emergency homeless shelter. 101-2104-463.40-35. 2007/2008 budget appropriation: \$20,000.00. \$19,514.95.00 expended. 81,975 units of service provided to 1,093 clients.

TOTAL NUMBER OF PERSONS ASSISTED:

DATE FUNDED	NATIONAL OBJECTIVE	LOW INCOME	MODERATE INCOME	VERY LOW INCOME	WHITE	BLACK	HISPANIC	ASIAN/PACIFIC ISLANDER	NATIVE ALASKAN	NATIVE AMERICAN/HEAD OF HOUSEHOLD	FEMALE HEAD OF HOUSEHOLD	TOTAL UNLIQUIDATED OBLIGATIONS	TOTAL AUTHORIZED	THROUGH PROGRAM YEAR	IN PROGRAM YEAR
JUL 07	Presumed Benefit	N/A	N/A	N/A	425	556	67	35	10	1,093	77	\$0.00	\$20,000.00	\$19,514.95	\$19,514.95

PROJECT NAME: 15. GLOBAL CENTER FOR SUCCESS

PROJECT ID: 2007-0013

ACTIVITY NO. 597 MATRIX CODE: 05

REGULATORY CITATION: 570.201E

ACTIVITY NAME, LOCATION, AND/OR DESCRIPTION:

ACCOMPLISHMENTS/STATUS:

CDBG supportive services, including rental assistance, to 375 homeless individuals. 101-2104-463.40-52. 2007/2008 budget appropriation: \$25,000.00. \$23,173.60 expended. 495 clients served.

TOTAL NUMBER OF PERSONS ASSISTED:

DATE FUNDED	NATIONAL OBJECTIVE	LOW INCOME	MODERATE INCOME	VERY LOW INCOME	WHITE	BLACK	HISPANIC	ASIAN/PACIFIC ISLANDER	NATIVE ALASKAN	NATIVE AMERICAN/HEAD OF HOUSEHOLD	FEMALE HEAD OF HOUSEHOLD	TOTAL UNLIQUIDATED OBLIGATIONS	TOTAL AUTHORIZED	THROUGH PROGRAM YEAR	IN PROGRAM YEAR
JUL 07	Presumed Benefit	N/A	N/A	N/A	206	223	40	25	1	495	25	\$0.00	\$25,000.00	\$23,173.60	\$23,173.60

PROJECT NAME: 16. GREATER VALLEJO RECREATION DISTRICT

PROJECT ID: 2007-0010

ACTIVITY NO. 594

MATRIX CODE: 05D

ACTIVITY NAME, LOCATION, AND/OR DESCRIPTION:  
CDBG summer camp and week end special events for 42 low- and moderate- income youth in City Park and North Vallejo. 101-2104-463.40-40.

REGULATORY CITATION: 570.201E  
ACCOMPLISHMENTS/STATUS:  
2007/2008 budget appropriation: \$43,000.00. \$28,518.87 expended. 89 youth served.

TOTAL NUMBER OF PERSONS ASSISTED:

DATE FUNDED	NATIONAL OBJECTIVE	LOW INCOME	MODERATE INCOME	LOW INCOME	VERY LOW INCOME	WHITE	BLACK	HISPANIC	ASIAN/PACIFIC ISLANDER	NATIVE ALASKAN	NATIVE AMERICAN/HEAD OF HOUSEHOLD	FEMALE	TOTAL	UNLIQUIDATED OBLIGATIONS	TOTAL AUTHORIZED	THROUGH PROGRAM YEAR	IN PROGRAM YEAR
JUL 07	LMC	89	20	69	6	63	14	4	2	89	46	\$0.00	\$43,000.00	\$28,518.87	\$28,518.87		

PROJECT NAME: 17. HOPE HAVEN TRANSITIONAL SHELTER

PROJECT ID: 2007-0014

ACTIVITY NO. 598

MATRIX CODE: 05F

REGULATORY CITATION: 570.201E

ACTIVITY NAME, LOCATION, AND/OR DESCRIPTION:  
CDBG transitional housing with supportive services for sixteen homeless women in recovery at six-bed facility. 101-2104-463-40-54.

ACCOMPLISHMENTS/STATUS:  
2007/2008 budget appropriation: \$30,000.00. \$30,000.00 expended. 22 clients served.

TOTAL NUMBER OF PERSONS ASSISTED:

DATE FUNDED	NATIONAL OBJECTIVE	LOW INCOME	MODERATE INCOME	LOW INCOME	VERY LOW INCOME	WHITE	BLACK	HISPANIC	ASIAN/PACIFIC ISLANDER	NATIVE ALASKAN	NATIVE AMERICAN/HEAD OF HOUSEHOLD	FEMALE	TOTAL	UNLIQUIDATED OBLIGATIONS	TOTAL AUTHORIZED	THROUGH PROGRAM YEAR	IN PROGRAM YEAR
JUL 07	Presumed Benefit	N/A	N/A	5	16	0	1	0	22	0	0	\$0.00	\$30,000.00	\$30,000.00	\$30,000.00		

PROJECT NAME: 18. THE HOUSE OF ACTS

PROJECT ID: 2007-0011

ACTIVITY NO. 595

MATRIX CODE: 05F

REGULATORY CITATION: 570.201E

ACTIVITY NAME, LOCATION, AND/OR DESCRIPTION:  
CDBG job development training and GED preparation assistance for 30 homeless men in recovery who are residents of transitional housing facility. 101-2104-463.40-41.

ACCOMPLISHMENTS/STATUS:  
2007/2008 budget appropriation: \$22,000.00. \$19,246.95 expended. 45 clients served.

TOTAL NUMBER OF PERSONS ASSISTED:

DATE FUNDED	NATIONAL OBJECTIVE	LOW INCOME	MODERATE INCOME	LOW INCOME	VERY LOW INCOME	WHITE	BLACK	HISPANIC	ASIAN/PACIFIC ISLANDER	NATIVE ALASKAN	NATIVE AMERICAN/HEAD OF HOUSEHOLD	FEMALE	TOTAL	UNLIQUIDATED OBLIGATIONS	TOTAL AUTHORIZED	THROUGH PROGRAM YEAR	IN PROGRAM YEAR
JUL 07	Presumed Benefit	N/A	N/A	14	17	9	5	0	45	0	0	\$0.00	\$22,000.00	\$19,246.95	\$19,246.95		

PROJECT NAME: 19. MEALS ON WHEELS

PROJECT ID: 2007-0008

ACTIVITY NO. 692 MATRIX CODE: 05A

REGULATORY CITATION: 570.201E

ACTIVITY NAME, LOCATION, AND/OR DESCRIPTION:

Meals for 150 frail, older residents residing in the Central City and Country Club  
Crest CDBG Target Areas. 101-2104-463.40-32.

ACCOMPLISHMENTS/STATUS:

2007/2008 budget appropriation: \$31,282.00. \$31,073.45 expended. 149 clients served.

TOTAL NUMBER OF PERSONS ASSISTED:

DATE FUNDED	NATIONAL OBJECTIVE	LOW INCOME	MODERATE INCOME	LOW INCOME	VERY LOW INCOME	WHITE	BLACK	HISPANIC	ISLANDER	PACIFIC ISLANDER	NATIVE ALASKAN	NATIVE AMERICAN/ALASKAN	FEMALE HEAD OF HOUSEHOLD	TOTAL UNLIQUIDATED OBLIGATIONS	TOTAL AUTHORIZED	THROUGH PROGRAM YEAR	IN PROGRAM YEAR
JUL 07	Presumed Benefit	N/A	N/A	N/A	N/A	55	40	10	44	0	0	149	51	\$0.00	\$31,282.00	\$31,073.45	\$31,073.45



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CITY OF VALLEJO  
SUMMARY OF COMMUNITY DEVELOPMENT ACCOMPLISHMENTS  
CDBG EXPENDITURES BY PRIORITY NEED CATEGORY  
FISCAL YEAR 2007/2008

PRIORITY NEED CATEGORY	ACTIVITIES UNDERWAY		ACTIVITIES COMPLETED	
	#	\$	#	\$
PUBLIC FACILITIES				
SENIOR CENTERS (03A)			1	6,318.00
YOUTH CENTERS (03D)	1			
PARKS AND/OR RECREATIONAL FACILITIES (03F)	1			
OTHER PUBLIC FACILITIES			1	463,608.17
OTHER PUBLIC FACILITIES OR IMPROVEMENTS (03)	1	64,561.19		
PUBLIC SERVICES				
SENIOR SERVICES (05A)			2	50,373.45
YOUTH SERVICES (05D)			1	28,518.87
SUBSTANCE ABUSE SERVICES (05F)			2	49,246.95
OTHER PUBLIC SERVICES (05)			3	62,688.55
OTHER COMMUNITY DEVELOPMENT SERVICES				
CODE ENFORCEMENT (15)			1	43,586.65
<b>TOTAL</b>	<b>3</b>	<b>64,561.19</b>	<b>11</b>	<b>704,340.64</b>

CITY OF VALLEJO  
 SUMMARY OF COMMUNITY DEVELOPMENT ACCOMPLISHMENTS  
 CDBG HOUSING UNITS COMPLETED  
 FISCAL YEAR 2007/2008

HOUSING UNITS (BASED ON ACTUAL COMPLETED)	ACTIVITIES COMPLETED
DIRECT HOMEOWNERSHIP ASSISTANCE (13)	6
<u>Racial/Ethnic Category</u>	
HISPANIC	
NON-HISPANIC	
WHITE	4
BLACK	2
ASIAN/PACIFIC ISLANDER	
NATIVE AMERICAN/ALASKAN NATIVE	
NON-HISPANIC TOTAL	6
<b>TOTAL RACIAL/ETHNIC</b>	<b>6</b>

CITY OF VALLEJO  
 SUMMARY OF CDBG ACCOMPLISHMENTS, OTHER THAN HOUSING UNITS  
 FISCAL YEAR 2007/2008

CATEGORY/UNITS	ACTIVITIES UNDERWAY	ACTIVITIES COMPLETED
PUBLIC FACILITIES OR PUBLIC IMPROVEMENTS		
PUBLIC FACILITIES	2	2
OTHER PUBLIC IMPROVEMENTS	1	
PUBLIC SERVICES OR OTHER CATEGORIES		
PERSONS SERVED		4,937

CITY OF VALLEJO  
 HOME PROGRAM HOUSING UNITS: EXPENDITURES AND COMPLETIONS  
 FISCAL YEAR 2007/2008

HOUSING EXPENDITURES/COMPLETIONS UNDER HOME	\$ EXPENDED	# UNITS IN COMPLETED ACTIVITY
EXISTING OWNERS		
31 - 50 % MFI	181,293.50	2
TOTAL, EXISTING OWNERS	181,293.50	2
FIRST TIME HOMEBUYERS		
31 - 50 % MFI	109,800.00	1
51 - 80% MFI	74,727.00	2
TOTAL FIRST TIME HOMEBUYERS	184,527.00	3
TOTAL OWNERS		
31 - 50 % MFI	291,093.50	3
51 - 80 % MFI	74,727.00	2
<b>TOTAL</b>	<b>365,820.50</b>	<b>5</b>

CITY OF VALLEJO  
 HOME PROGRAM HOUSING UNIT COMPLETIONS  
 FISCAL YEAR 2007/2008

<u>RACIAL/ETHNIC CATEGORY</u>	<u>UNITS</u>
HISPANIC	
NON-HISPANIC	
WHITE	2
BLACK	3
ASIAN/PACIFIC ISLANDER	
NATIVE AMERICAN/ALASKAN NATIVE	
NON-HISPANIC TOTAL	5
<b>TOTAL RACIAL/ETHNIC</b>	<b>5</b>

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**ANNUAL PERFORMANCE REPORT  
- HOME PROGRAM**



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# ANNUAL PERFORMANCE REPORT HOME PROGRAM

U.S. Dept of Housing &  
Urban Development  
Office of Community  
Planning and Development

CMB No. 2501-0013 (exp. 3/30/93)

Public Reporting Burden for this collection of information is estimated to average 2.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600 and to the Office of Management and Budget, Paperwork Reduction Project (2501-0013), Washington, D.C., 20503. Do not send this completed form to either of these addresses.

This form is intended to collect numeric data to be aggregated nationally as a complement to data collected through the Cash and Management Information (CMI) System. Participants should enter the reporting period in the first blank. This reporting period is October 1 to September 30. Instructions are included for each section if further explanation is needed.

Submit this form on or before November 30. Send one copy to the appropriate HUD Field Office and one copy to: HOME Program, Rm 7178, 451 7 <sup>th</sup> Street, S.W., Washington, D.C. 20410.	This report is for period: (mm/dd/yy)		Date Submitted:
	Starting: 07/01/07	Ending: 06/30/08	09/26/08

<b>Part I: Participant identification</b>			
1. Participant Number M-07-MC-06-0223		2. Participant Name CITY OF VALLEJO	
3. Name of Person Completing Report GUY L. RICCA		4. Phone No. (Include Area Code) (707) 648-4395	
5. Address P.O. BOX 1432	6. City VALLEJO	7. State CA	8. Zip Code 94590

**Part II: Program Income**  
Enter the following program income amounts for the reporting period: in block 1 the balance on hand at the beginning; in block 2 the amount generated; in block 3 the amount expended; and in block 4 the amount for Tenant-Based Rental Assistance.

1. Balance on Hand at Beginning of Reporting Period: 112,098.02	2. Amount Received During Reporting Period: 131,310.06	3. Total Amount Expended During Reporting Period: 243,408.08	4. Amount Expended for Tenant-Based Rental Assistance: 0.00	5. Balance on hand at time of Reporting Period 1 + 2 - 3 = 5 0.00
--------------------------------------------------------------------	-----------------------------------------------------------	-----------------------------------------------------------------	----------------------------------------------------------------	-------------------------------------------------------------------------

**Part III: Minority Business Enterprises (MBE) and Women Business Enterprises (WBE)**  
In the table below, indicate the number and dollar value of contracts for HOME projects completed during the reporting period.

	a. Total	Minority Business Enterprises (MBE)			f. White Non-Hispanic	
		b. Alaskan Native or American Indian	c. Asian or Pacific Islander	d. Black Non-Hispanic		e. Hispanic
A. Contract 1. Number	2	-0-	-0-	0	-0-	2
2. Dollar Amount	\$149,875.00	-0-	-0-	0	-0-	2
B. Sub-Contracts 1. Number	-0-	-0-	-0-	-0-	-0-	-0-
2. Dollar Amount	-0-	-0-	-0-	-0-	-0-	-0-
	a. Total	b. Women Business Enterprises (WBE)	c. Male			
C. Contracts 1. Number	2	-0-	2			
2. Dollar Amount	-0-	-0-	0			
D. Sub-Contracts 1. Number	-0-	-0-	-0-			
2. Dollar Amount	\$149,875.00	-0-	\$149,875.00			

**PART IV: Minority Owners of Rental Property**

In the table below, indicate the number of HOME assisted rental property owners and dollar value of HOME assisted rental properties during the reporting period.

	Minority Property Owners					
	a. Total	b. Alaskan Native or American Indian	c. Asian or Pacific Islander	d. Black Non-Hispanic	e. Hispanic	f. White Non-Hispanic
1. Number	-0-	-0-	-0-	-0-	-0-	-0-
2. Dollar Amount	-0-	-0-	-0-	-0-	-0-	-0-

**Part V: Relocation and Real Property Acquisition**

Indicate the number of persons displaced, the cost of relocation payments, the number of parcels acquired, and the cost of acquisition. The data provided should reflect only displacements and acquisitions occurring during the reporting period.

	a. Number	b. Cost
1. Parcels Acquired	-0-	-0-
2. Businesses Displaced	-0-	-0-
3. Nonprofit Organizations Displaced	-0-	-0-
4. Persons Temporarily Relocated, not Displaced	-0-	-0-

Persons Displaced	a. Total	Minority Persons				f. White Non-Hispanic
		b. Alaskan Native or American Indian	c. Asian or Pacific Islander	d. Black Non-Hispanic	e. Hispanic	
5. Persons Displaced: No.	-0-	-0-	-0-	-0-	-0-	-0-
6. Persons Displaced: Cost	-0-	-0-	-0-	-0-	-0-	-0-



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# Third Program Year Consolidated Annual Performance and Evaluation Report (CAPER)

## GENERAL

### Executive Summary

This module is optional, but encouraged. If you choose to complete it, provide a brief overview that includes major initiatives and highlights that were proposed and executed throughout the third year.

Program Year 3 CAPER Executive Summary response:

**None.**

### General Questions

1. Assessment of the one-year goals and objectives:

- a. Describe the accomplishments in attaining the goals and objectives for the reporting period.

**The goals and objectives for the Fiscal Year (FY) 2007/2008 reporting period (July 1, 2007 through June 30, 2008), which are also for the third year of the City's Five Year Consolidated Plan, were substantially achieved, or exceeded.**

- b. Provide a breakdown of the Community Planning and Development (CPD) formula grant funds spent on grant activities for each goal and objective.

**Refer to attached Consolidated Annual Performance and Evaluation Report (CAPER) tables.**

- c. If applicable, explain why progress was not made towards meeting the goals and objectives.

**Not applicable.**

2. Describe the manner in which the recipient would change its program as a result of its experiences.

**No program changes are planned at this time. The City is on schedule to meet its objectives within the Five Year Consolidated Plan period, or by June 30, 2010.**

3. Affirmatively Furthering Fair Housing:

- a. Provide a summary of impediments to fair housing choice.

**The U. S. Department of Housing and Urban Development (HUD) has approved the City's "Analysis of Impediments to Fair Housing Choice," or "AI". However, the City intends to update the AI during the Five Year Consolidated Plan period.**

- b. Identify actions taken to overcome effects of impediments identified.

**Not applicable. In addition, there were no court orders, consent decrees, or HUD-imposed sanctions that affected fair housing choice.**

4. Describe other actions in the Strategic Plan or Action Plan taken to address obstacles to meeting underserved needs.

**The major obstacle to meeting underserved housing and community development needs was a lack of sufficient funding to address all of the**

needs that existed. As an example, a high priority need existed for safe and decent affordable rental housing for larger families. However, in this area, the City was primarily dependent on others. This included private, non-profit and for-profit housing developers, and HUD.

One method that is directly available to the City to address this need is through the Housing Choice Voucher ("Section 8 Existing" [Housing]) Program. The City of Vallejo Housing Authority has applied for and received additional vouchers in past years. These vouchers have all been issued to clients. As of June 30, 2008, the Housing Authority was authorized to provide 2,268 vouchers. However, the Authority had a large waiting list, (over 5,700 families).

5. Leveraging Resources

- a. Identify progress in obtaining other public and private resources to address needs.

**Private Resources:** Contributions were made by churches, private corporations, non-profit organizations, and private individuals to the Christian Help Center, an emergency homeless shelter for families, (a high priority); adult individuals, (a medium priority); and teens. A total of 1,093 homeless persons were provided with temporary emergency shelter and meals during the reporting period.

**Government Resources:** Federal – (i) Approximately \$18 million in Housing Choice Voucher Assistance was provided from HUD through the Housing Authority to 2,036 very low income families, (0 to 50 percent of the median family income), (a number one priority); (ii) \$579,633 in HUD CDBG Program funds was allocated by the City to Vallejo Neighborhood Housing Services, Inc. (VNHS) to provide various affordable housing programs to sixteen low- and moderate-income households, (0 to 80 percent of the median family income). Services included first time homebuyer loans, (a number two priority); (iii) approximately \$1.4 million in HUD HOME Program funds was also allocated by the City to VNHS to provide various housing services to low- and moderate-income households. This included pre-development of for-ownership housing, (a number two priority), first time homebuyer loans, and rehabilitation loans; (iv) Federal Emergency Management Agency (FEMA) funds were provided to the Food Bank of Contra Costa and Solano, the Christian Help Center, and Safequest Solano; (v) funds for facility and supportive services were provided to Genesis House, a work-based residential treatment facility for approximately 30 extremely low-income men and women in recovery, (a number one priority); (vi) HUD HOPWA formula funds were provided to a non-profit agency to provide rental assistance for up to ten months to approximately 45 extremely low-income and low-income persons who are living with AIDS, (a number one priority); (vii) \$22,000 in CDBG Program funds was allocated by the City to The House of Acts, Inc. to operate an eight-bed residential treatment facility in South Vallejo for men in recovery, (a number one priority); and (viii) \$30,000 in CDBG Program funds was also allocated by the City to Hope Haven Transitional Shelter, Inc., to operate a six-bed transitional housing facility for homeless women in recovery, (a number one priority). State – (i) Funds through the County of Solano were allocated to Caminar Solano, a community-based mental health agency, to provide facility support and services for approximately 40 severely mentally ill persons who are extremely low-income, and low-income, (a number one priority); (ii) funds were provided through the County to Bi-Bett Corporation, Inc. to provide detoxification beds and sober living residency

for twelve persons; and funds were provided directly by the State to Bi-Bett to provide three sober living residencies to approximately 30 men, and women and their children, (a number one priority).

The above-mentioned programs and services were available to residents of Vallejo, (i. e., City-wide). However, many of the participants in the City's various housing and community development programs also resided in CDBG Target Area neighborhoods. Eligibility for these services was based on a person's income, or presumed income. The City has no areas of low-income concentration.

- b. Identify how Federal resources from HUD leveraged other public and private resources.

**Refer to a. above.**

- c. Identify how matching requirements were satisfied.

**Refer to the attached HOME Program Match Report.**

Program Year 3 CAPER General Questions response: **See above.**

### **Managing the Process**

1. Describe actions taken during the last year to ensure compliance with program and comprehensive planning requirements.

**The City's housing and community development strategy was implemented by a variety of institutions, including the Community Development Department, the Housing Authority, other City departments, VNHS, the Reynaissance Family Center, Affirmed Housing, the Christian Help Center, and other private, non-profit, and public institutions.**

**To be effective, housing policies and strategies were consistently monitored and, when necessary, revised. For example, in August 2007 the City allocated an additional \$282,964 in previously unallocated CDBG Program funds, for the completion of public improvements on the 100 block of Benson Avenue, in order to ensure that: (1) this project may be designed and completed during the period of the Consolidated Plan, and (2) the City's CDBG Program funds will be expended in a timely manner, in compliance with program requirements.**

**The City conducts monitoring reviews of selected activities, i. e., housing and social service activities, to assess whether its programs are being carried out in accordance with the Consolidated Plan, and in a timely manner. This monitoring is carried out on a regular basis to ensure that statutory and regulatory requirements are being met and that, where appropriate, information that is being submitted to the HUD Integrated Disbursement and Information system ("IDIS") is correct and complete. There are several evaluation tools that the City used to measure the success of its programs in meeting local housing and community development needs. The first were the annual progress reports required by funding sources. HUD required that by September 30, 2007, the City submit an annual report on its performance in carrying out its program goals in the CAPER, for the CDBG and HOME Programs. For the 2006/2007 Fiscal Year, this report was provided to HUD on September 27, 2007. Utilization reports were also required for the Housing Choice Voucher Program to inform HUD of the number of vouchers being used in relation to the number of vouchers available.**

**The City also compiled, periodically, inventories of current development projects, ascertained vacancy rates, and conducted rent surveys for purposes of determining rent reasonableness.**

Program Year 3 CAPER Managing the Process response: **See above.**



## **Citizen Participation**

1. Provide a summary of citizen comments.

**A public hearing on the CAPER for FY 2007/2008 was held on September 4, 2008 during the regular meeting of the Community Development Commission of the City of Vallejo. No public comments were received. Written comments on the report were also requested by the City from August 29, 2008 until September 12, 2008. The draft and final version of the CAPER that is submitted to HUD will also be made available on the City's web page, as well as the CAPER later approved by HUD. A public notice on the CAPER's availability for review and the September 4, 2008 public hearing was distributed to 150 different individuals and organizations. The CAPER is scheduled to be reviewed and approved by the City Council on September 16, 2008.**

**On December 6, 2007 the Community Development Commission held a public hearing to gather information and receive comments on critical housing and community development needs. At this hearing, residents spoke on the lack of affordable housing, including for low-income, frail elderly.**

2. In addition, the performance report provided to citizens must identify the Federal funds made available for furthering the objectives of the Consolidated Plan. For each formula grant program, the grantee shall identify the total amount of funds available (including estimated program income), the total amount of funds committed during the reporting period, the total amount expended during the reporting period, and the geographic distribution and location of expenditures. Jurisdictions are encouraged to include maps in describing the geographic distribution and location of investment, (including areas of minority concentration). The geographic distribution and expenditure requirement may also be satisfied by specifying the Census Tracts where expenditures were concentrated.

**Refer to attached CAPER tables.**

Program Year 3 CAPER Citizen Participation response: **See above.**

## **Institutional Structure**

1. Describe actions taken during the last year to overcome gaps in institutional structures and enhance coordination.

**The Community Development Department was responsible for the implementation of Consolidated Plan activities. However, a variety of public and private organizations were involved in administering Plan components. For example, several non-profit organizations provided services for the homeless, and private lenders participated in affordable housing loan programs to fund mortgages for low-income persons. The City benefitted from a well-developed network of government agencies, non-profit entities, and private organizations to carry out its Consolidated Plan. Gaps previously identified in the delivery of services for the homeless, and persons at risk of homelessness, were addressed in part by the City's representation on a County-wide Health Care for the Homeless Committee, and the Christian Help Center Advisory Board on the Homeless. These efforts have given needed attention to the coordination of services for the general homeless population, and for persons who are not homeless but who have special needs.**

Program Year 3 CAPER Institutional Structure response: **See above.**

## Monitoring

1. Describe how and the frequency with which you monitored your activities.  
**CDBG and HOME Program-funded subrecipient agencies are monitored once every two or three years. Eight CDBG Program-funded subrecipient agencies were monitored in FY 2007/2008.**

2. Describe the results of your monitoring including any improvements.  
**After monitoring was conducted in FY 2007/2008, subrecipient agencies were determined to be in substantial compliance with the terms of their Agreements. Follow up will be conducted in FY 2008/2009, and all findings and concerns will be resolved or addressed.**

3. Self Evaluation

a. Describe the effect programs have in solving neighborhood and community problems.

**The City was successful in FY 2007/2008 in its attempt to balance the need for housing affordability and availability for extremely low-income and low-income renters, housing rehabilitation, shelter for the homeless, and assistance for persons with special needs. The City regards the priorities it has established in the Consolidated Plan as relative, particularly as they pertain to the funding that is available to assist extremely low-income persons, and the homeless.**

b. Describe progress in meeting priority needs and specific objectives and helping to make the community's vision of the future a reality.

**The strategies and activities pursued by the City during the reporting period made an impact on the needs identified in the Consolidated Plan.**

c. Describe how you provided decent housing and a suitable living environment and expanded economic opportunity, principally for low- and moderate-income persons.

**Refer to "Housing," "Homeless," "Community Development," and "Non-homeless Special Needs" sections.**

d. Indicate any activities falling behind schedule.

**As of June 30, 2008, the City had no slow-moving activities. As of May 2, 2008, the City was below the 1.5 ratio CDBG Program timeliness expenditure standard, at 1.39. As of June 30, 2008, the City was also in compliance with HOME Program funding commitment (obligation) and expenditure requirements.**

e. Describe how activities and strategies made an impact on identified needs.

**Refer to a. and c. above.**

f. Identify indicators that would best describe the results.

**Refer to c. above. In addition, the City uses HUD's Performance Outcome Measurement System.**

g. Identify barriers that had a negative impact on fulfilling the strategies and overall vision.

**Other than an overall shortage of funding resources, the City did not identify any barriers that negatively impacted the accomplishment of its goals. Federal grant expenditures were timely, and actual expenditures did not differ from "letter of credit" disbursements from the U. S. Treasury. The City anticipates that projects and goals set out in the FY 2007/2008 Action Plan that were not completed and achieved will be realized in the Five Year Consolidated Plan period.**

h. Identify whether major goals are on target and discuss reasons for those that are not on target.

**Refer to g. above.**

- i. Identify any adjustments or improvements to strategies and activities that might meet your needs more effectively.

**None.**

Program Year 3 CAPER Monitoring response: **See above.**

### **Lead-based Paint**

1. Describe actions taken during the last year to evaluate and reduce lead-based paint hazards.

**Lead-based paint educational materials, inspections, and referrals were made to available to tenants and landlords. There were no reported cases of lead-based paint poisoning in Vallejo during the reporting period.**

Program Year 3 CAPER Lead-based Paint response: **See above.**

## **HOUSING**

### **Housing Needs**

1. Describe actions taken during the last year to foster and maintain affordable housing.

**Rental assistance (Housing Choice Vouchers), new construction of affordable rental housing (Avian Glen Apartments), owner-occupied housing rehabilitation loans, and homebuyer assistance (down payment loans and closing cost grants) was provided to low- and moderate-income residents.**

Program Year 3 CAPER Housing Needs response: **See above.**

### **Specific Housing Objectives**

1. Evaluate progress in meeting the specific objective of providing affordable housing, including for the number of extremely low-income, low-income, and moderate-income renter and owner households, comparing actual accomplishments with proposed goals during the reporting period.

#### **Priority #1:**

##### **Very low-income renters:**

**Five year goal: Rental assistance to 2,000 units each year**

**Goal, FY 2007/2008: Rental assistance to 2,000 units**

**Accomplished, FY 2007/2008: 2,036 units assisted, as follows:**

**Number of extremely low-income (0 to 30 percent of the median family income) rental households assisted: 1,404**

**Number of very low-income (31 to 50 percent of the median family income) rental households assisted: 529**

**Number of low-income (51 to 80 percent of the median family income) rental households assisted: 103**

**Goal, FY 2006/2007: Rental assistance to 2,000 units**

**Accomplished, FY 2006/2007: 2,041 units assisted**

**Goal, FY 2005/2006: Rental assistance to 2,000 units**

**Accomplished, FY 2005/2006: 2,266 units assisted**

**Five year goal: Rehabilitation of 155 units for the elderly at Marina Tower Apartments**

**Accomplished, FY 2006/2007: 155 units**

**Total accomplished: 155 units**

**Five year goal: New construction of 113 multi-family units, 87 of which will be completed at Avian Glen Apartments**

**Accomplished, FY 2007/2008: 87 units (Avian Glen Apartments)**

**Accomplished, FY 2006/2007: 0 units**

**Accomplished, FY 2005/2006: 0 units**

**Total accomplished: 87 units**

**Very low- and low-income existing homeowners:**

**Five year goal: Rehabilitation of 25 units**

**Goal, FY 2007/2008: Rehabilitation of five units**

**Accomplished, FY 2007/2008: Two units**

**Goal, FY 2006/2007: Rehabilitation of five units**

**Accomplished, FY 2006/2007: Three units**

**Goal, FY 2005/2006: Rehabilitation of five units**

**Accomplished, FY 2005/2006: Three units**

**Total accomplished: Rehabilitation of eight units**

**Other:**

**During the reporting period, the City worked with Eden Housing, Inc. to determine the feasibility of the acquisition and rehabilitation of existing housing for an affordable rental or ownership project. A viable project was not identified.**

**Priority #2:**

**Very low- and low-income first time homebuyers:**

**Five year goal: First time homebuyer assistance to 25 households**

**Goal, FY 2007/2008: Five first time homebuyer loans**

**Accomplished, FY 2007/2008: Nine loans provided**

**Goal, FY 2006/2007: Five first time homebuyer loans**

**Accomplished, FY 2006/2007: Four loans provided**

**Goal, FY 2005/2006: Five first time homebuyer loans**

**Accomplished, FY 2005/2006: Three loans provided**

**Total accomplished: Sixteen loans provided**

**Five year goal: New construction of 38 units, eleven of which will be affordable and completed at Graham Gardens, (Mini and Stanford Drives), by VNHS, in its capacity as a HOME Program Community Housing Development Organization (CHDO), and eight of which will be affordable and completed at Sonoma and McLane, also a CHDO project.**

**Total accomplished, FY 2005/2006, FY 2006/2007, and FY 2007/2008: 0 units**

2. Evaluate progress in providing affordable housing that meets the Section 215 definition of affordable housing for rental and owner households, comparing actual accomplishments with proposed goals during the reporting period.

**Affordable housing as defined by Section 215 at 42 Code of Federal Regulations (CFR) was provided to 701 rental households. The City did not establish any Section 215 goals.**

3. Describe efforts to address "worst-case" housing needs and the housing needs of persons with disabilities.

**Through the Housing Authority Housing Choice Voucher Program, the following strategy is included in its Five Year Plan and Annual Plan: To target available assistance to families with disabilities through the following: (1) apply for special-purpose Housing Choice Vouchers targeted to families with disabilities, as they become available from HUD, and (2) affirmatively market the Housing Choice Voucher Program to local non-profit agencies that assist families with disabilities, (i. e., Independent Living Resource, Inc., North Bay Housing Coalition, Inc., etc.). The Housing Authority also provided reasonable accommodations to the disabled which complied with its Administrative Plan policies, upon request, i. e., requests were made in writing, and asked for a specific accommodation. Finally,**

current admission preferences for assistance from the Housing Authority have established persons with disabilities as the second preference.

The City completed the rehabilitation of the Reynaissance Family Center, a transitional housing facility for the homeless. This project specifically addresses "worst-case" housing needs, i. e., the needs of persons living in substandard housing, or of persons paying rents that exceed 50 percent of their monthly income. The City did not engage in any activities to address the needs of persons who were involuntarily displaced. No persons were involuntarily displaced through any City or Federally-funded action.

Program Year 3 CAPER Specific Housing Objectives response: **See above.**

### **Public Housing Strategy**

1. Describe actions taken during the last year to improve public housing and resident initiatives.

**Not applicable.**

Program Year 3 CAPER Public Housing Strategy response: **See above.**

### **Barriers to Affordable Housing**

1. Describe actions taken during the last year to eliminate barriers to affordable housing.

**Lack of affordable housing was one of the most critical housing problems in the metropolitan area. During the reporting period, the City reviewed its tax policies, land use controls, zoning ordinances and subdivision regulations, growth limits, building codes, building fees, and charges, and found that these practices did not per se pose significant barriers to affordable housing development. Aging infrastructure and the capacity of the existing sanitation treatment plant may have impeded affordable housing development; however, the most significant barrier to new development is a lack of suitable building sites, as Vallejo is near "build-out."**

**Nonetheless, the City utilized several methods to remove or ameliorate the potential negative effects of public policies that might serve as barriers to affordable housing. Some development costs were reduced through housing rehabilitation funding. Costs of planned infrastructure improvements in Target Area neighborhoods were supported through the use of CDBG funds. During the reporting period, two rehabilitation loans were provided to low-income homeowners by VNHS with HOME Program funds.**

**During the reporting period, the City used \$393,415 in CDBG funds to complete public facility improvements (a transitional housing facility acquisition and rehabilitation, the Reynaissance Family Center) in a Target Area neighborhood.**

**The City's environmental review planning process for the development of large areas such as the former Mare Island Naval Shipyard resulted in expedited California Environmental Quality Act (CEQA) review for subdivisions and other projects within a Specific Plan area. This expedited review also reduced pre-development carrying costs for projects.**

Program Year 3 CAPER Barriers to Affordable Housing response: **See above.**

### **HOME/ American Dream Down Payment Initiative (ADDI) Program**

1. Assessment of relationship of use of HOME funds to goals and objectives:

- a. Evaluate progress made toward meeting goals for providing affordable housing using HOME Program funds, including the number and types of households served.

**HOME Program funds were used by the City for down payment assistance loans and closing cost grants, rehabilitation loans, and predevelopment costs for new construction. The City adhered to resale and recapture guidelines, as required at 24 CFR 92.254, that ensure long-term affordability. For more information, refer to CAPER tables, and "Specific Housing Objectives."**

2. HOME Program Match Report

- a. Use HOME Program Match Report HUD-40107-A to report on match contributions for the period covered by the Consolidated Plan program year.

**Attached.**

3. HOME Program MBE and WBE Report

- a. Use Part III of HUD Form 40107 to report contracts and subcontracts with Minority Business Enterprises (MBEs) and Women's Business Enterprises (WBEs).

**Attached.**

4. Assessments

- a. Detail results of on-site inspections of rental housing.

**Not applicable.**

- b. Describe the jurisdiction's affirmative marketing actions.

**The City on occasion receives inquiries from minority- and women-owned businesses and contractors who wish to participate in the City's HOME Program-assisted rehabilitation loan program, which was provided by VNHS during the reporting period. Since many of the businesses and contractors who inquire about the City's program have subcontractor's licenses, they are mailed a copy of the program's general contractors list. They are encouraged to contact each contractor on this list for work.**

- c. Describe outreach to minority and women-owned businesses.

**The City's minority outreach efforts included: (1) placing a display advertisement in the Minority Business and Professional directory; (2) sending copies, as applicable, of plans and specifications for HOME Program-funded projects to the California Small Business Alliance; and (3) including MBE and WBE language in all HOME Program public notices and advertisements, including utilizing the local cable access television channel.**

Program Year 3 CAPER HOME/ADDI Program response: **See above.**

## HOMELESS

### Homeless Needs

1. Identify actions taken to address needs of homeless persons.

**CDBG Program funds were allocated to the Christian Help Center, an emergency homeless shelter; and to the Global Center for success, for its facility on Mare Island, which provided supportive services to homeless persons staying at the Christian Help Center, and other homeless individuals receiving services from other organizations. In addition, as mentioned above, supplemental CDBG funds were provided for the completion of the sixteen-bed Reynaissance Family Center Transitional Housing Project for homeless families.**

**The City is also represented on the Community Action Partnership of Solano, (CAP-Solano), a Joint Powers Authority that addresses homeless and safety net service needs and issues.**

**Priority #1:**

**Homeless persons:**

**Five year goal: Rehabilitation of transitional housing facility, (sixteen beds at the Reynaissance Family Center)**

**Accomplished, FY 2007/2008: Sixteen beds**

**Total accomplished: Sixteen beds**

**Five year goal: Emergency supportive services (emergency shelter, food, rental assistance, counseling, etc.) for 500 persons each year**

**Accomplished, FY 2007/2008: 1,093 persons served**

**Accomplished, FY 2006/2007: 1,129 persons served**

**Accomplished. FY 2005/2006: 897 persons served**

2. Identify actions to help homeless persons make the transition to permanent housing and independent living.

**None.**

3. Identify new Federal resources obtained from Homeless Super Notice of Fund Availability ("SuperNOFA").

**None.**

Program Year 3 CAPER Homeless Needs response: **See above.**

### **Specific Homeless Prevention Elements**

1. Identify actions taken to prevent homelessness.

**Not applicable. There are no specific homeless prevention objectives adopted in the City's Consolidated Plan.**

Program Year 3 CAPER Specific Housing Prevention Elements response: **See above.**

### **Emergency Shelter Grants (ESG) Program**

1. Identify actions to address emergency shelter and transitional housing needs of homeless individuals and families, (including significant subpopulations, such as those living on the streets).

2. Assessment of relationship of use of ESG Program funds to goals and objectives:

a. Evaluate progress made in using ESG Program funds to address homeless and homeless prevention needs, goals, and specific objectives established in the Consolidated Plan.

b. Detail how ESG Program projects are related to implementation of comprehensive homeless planning strategy, including the number and types of individuals and persons in households served with ESG Program funds.

3. Matching Resources

a. Provide specific sources and amounts of new funding used to meet the match as required by 42 USC 11375(a)(1), including cash resources, grants, and staff salaries, as well as in-kind contributions, such as the value of a building or lease, donated materials, or volunteer time.

4. State Method of Distribution

a. States must describe their method of distribution and how it rated and selected its local government agencies and private non-profit organizations acting as subrecipients.

5. Activity and Beneficiary Data

a. Completion of attached Emergency Shelter Grant Program Performance Chart or other reports showing ESG Program expenditures by type of activity. Also

describe any problems in collecting, reporting, and evaluating the reliability of this information.

- b. Homeless Discharge Coordination
  - i. As part of the government developing and implementing a homeless discharge coordination policy, ESG Program homeless prevention funds may be used to assist very-low income individuals and families at risk of becoming homeless after being released from publicly funded institutions such as health care facilities, foster care or other youth facilities, or corrections institutions or programs.
- c. Explain how your government is instituting a homeless discharge coordination policy, and how ESG Program homeless prevention funds are being used in this effort.

Program Year 3 CAPER ESG Program response:

**Not applicable.**

## COMMUNITY DEVELOPMENT

### Community Development

- 1. Assessment of relationship of use of CDBG Program funds to goals and objectives:
  - a. Assess use of CDBG Program funds in relation to the priorities, needs, goals, and specific objectives in the Consolidated Plan, particularly the highest priority activities.

**Several of the highest priority need categories identified in the Consolidated Plan received CDBG Program funds in FY 2007/2008. These categories are: public facilities and improvements: seniors centers, and homeless facilities; and social services: senior services, youth services, and substance abuse prevention services.**

**Non-housing community development objectives:**

**Public infrastructure and facility improvements in the lowest income Target Area neighborhoods:**

**Five year goal: Expend \$2,000,000**

**Goal, FY 2007/2008: \$400,000**

**Accomplished, FY 2007/2008: \$534,487**

**Goal, FY 2006/2007: \$400,000**

**Accomplished, FY 2006/2007: \$670,629**

**Goal, FY 2005/2006: \$400,000**

**Accomplished. FY 2005/2006: \$166,225**

**Total expended: \$1,371,341**

**Curb ramps, (City-wide):**

**Five year goal: Expend \$500,000**

**Goal, FY 2007/2008: \$100,000**

**Accomplished, FY 2007/2008: 0**

**Goal, FY 2006/2007: \$100,000**

**Accomplished. FY 2006/2007: 0**

**Goal, FY 2005/2006: \$100,000**

**Accomplished, FY 2005/2006: \$166,225**

**Total expended: \$166,225**

**Social services:**

**Five year goal: Assist 1,000 persons each year**

**Goal, FY 2007/2008: 1,000 persons**

**Accomplished, FY 2007/2008: 4,937**

**Goal, FY 2006/2007: 1,000 persons**



**Accomplished, FY 2006/2007: 2,244 persons assisted**

**Goal, FY 2005/2006: 1,000 persons**

**Accomplished, FY 2005/2006: 2,037 persons assisted**

- b. Evaluate progress made toward meeting goals for providing affordable housing using CDBG Program funds, including the number and types of households served.

**Refer to CAPER tables.**

- c. Indicate the extent to which CDBG Program funds were used for activities that benefited extremely low-income, low-income, and moderate-income persons.

**All (100 percent) of the CDBG Program funds used during the reporting period were expended on activities that benefitted low- and moderate-income persons.**

2. Changes in program objectives:

- a. Identify the nature of and the reasons for any changes in program objectives and how the jurisdiction would change its program as a result of its experiences.

**No changes in program objectives were made in FY 2007/2008.**

3. Assessment of efforts in carrying out planned actions:

- a. Indicate how grantee pursued all resources indicated in the Consolidated Plan.

**During the reporting period, the City pursued all funding that it indicated in its Consolidated Plan it would pursue.**

- b. Indicate how grantee provided Certifications of Consistency in a fair and impartial manner.

**During the reporting period, the City provided all requested "Certifications of Consistency" for HUD Programs, in a fair and impartial manner, for which the City indicated it would support applications.**

- c. Indicate how grantee did not hinder Consolidated Plan implementation by action or willful inaction.

**During the reporting period, the City did not hinder Consolidated Plan implementation by action or willful inaction.**

4. For funds not used for National Objectives:

- a. Indicate how use of CDBG Program funds did not meet national objectives.
- b. Indicate how City did not comply with overall benefit certification.

**Not applicable.**

5. Anti-displacement and Relocation – for activities that involve acquisition, rehabilitation or demolition of occupied real property:

- a. Describe steps actually taken to minimize the amount of displacement resulting from CDBG Program assisted activities.
- b. Describe steps taken to identify households, businesses, farms or non-profit organizations who occupied properties subject to the Uniform Relocation Act or Section 104(d) of the Housing and Community Development Act of 1974, as amended, whether or not they were displaced, and the nature of their needs and preferences.
- c. Describe steps taken to ensure the timely issuance of information notices to displaced households, businesses, farms, or non-profit organizations.

**Not applicable.**

6. Low- and Moderate-income Job Activities – for economic development activities undertaken where jobs were made available but not taken by low- or moderate-income persons:

- a. Describe actions taken by grantee and businesses to ensure first consideration was or will be given to low- and moderate-income persons.
- b. List by job title all of the permanent jobs created or retained and those that were made available to low- and moderate-income persons.

- c. If any jobs claimed as being available to low- and moderate-income persons require special skill, work experience, or education, provide a description of steps being taken or that will be taken to provide such skills, experience, or education.

**Not applicable.**

- 7. Low- and Moderate-income Limited Clientele Activities – for activities not falling within one of the categories of presumed or limited clientele low and moderate income benefit

- a. Describe how the nature, location, or other information demonstrates the activities benefit a limited clientele, at least 51 percent of whom are low- and moderate-income.

**Not applicable. The City or other entities that provided assistance documented the income eligibility of all persons served.**

- 8. Program income received

- a. Detail the amount of program income reported that was returned to each individual revolving fund, e.g., housing rehabilitation, economic development, or other type of revolving fund.

**Not applicable.**

- b. Detail the amount repaid for each float-funded activity.

**Not applicable.**

- c. Detail all other loan repayments broken down by the categories of housing rehabilitation, economic development, or other.

**A total of \$177,906.35 in CDBG program income was received during the reporting period, in the form of principal and interest down payment assistance and housing rehabilitation loan repayments.**

- d. Detail the amount of income received from the sale of property by parcel.

**Not applicable.**

- 9. Prior period adjustments – where reimbursement was made this reporting period for expenditures (made in previous reporting periods) that have been disallowed, provide the following information:

- a. The activity name and number as shown in IDIS;
- b. The program year(s) in which the expenditure(s) for the disallowed activity(ies) was reported;
- c. The amount returned to the line of credit or program account; and
- d. The total amount to be reimbursed and the time period over which the reimbursement is to be made, if the reimbursement is made with multi-year payments.

**Not applicable.**

- 10. Loans and other receivables

- a. List the principal balance for each float-funded activity outstanding as of the end of the reporting period and the date(s) by which the funds are expected to be received.

**None.**

- b. List the total number of other loans outstanding and the principal balance owed as of the end of the reporting period.

**As of June 30, 2008, there were 31 CDBG Program loans outstanding, with a total principal balance of \$1,308,371.48.**

- c. List separately the total number of outstanding loans that are deferred or forgivable, the principal balance owed as of the end of the reporting period, and the terms of the deferral or forgiveness.

**None.**

- d. Detail the total number and amount of loans made with CDBG Program funds that have gone into default and for which the balance was forgiven or written off during the reporting period.

**None.**

- e. Provide a List of the parcels of property owned by the grantee or its subrecipients that have been acquired or improved using CDBG Program funds and that are available for sale as of the end of the reporting period.

**None.**

11. Lump sum agreements

- a. Provide the name of the financial institution.
- b. Provide the date the funds were deposited.
- c. Provide the date the use of funds commenced.
- d. Provide the percentage of funds disbursed within 180 days of deposit in the institution.

**Not applicable.**

12. Housing Rehabilitation – for each type of rehabilitation program for which projects/units were reported as completed during the program year:

- a. Identify the type of program and number of projects or units completed for each program.
- b. Provide the total amount of CDBG Program funds involved in the program.
- c. Detail other public and private funds involved in the project.

**Refer to CAPER tables.**

13. Neighborhood Revitalization Strategies – for grantees that have HUD-approved neighborhood revitalization strategies:

- a. Describe progress against benchmarks for the program year. For grantees with Federally-designated Enterprise Zones (EZs) or Empowerment Communities (ECs) that received HUD approval for a neighborhood revitalization strategy, reports that are required as part of the EZ or EC process shall suffice, for purposes of reporting progress.

**Not applicable.**

Program Year 3 CAPER Community Development response: **See above.**

### **Antipoverty Strategy**

1. Describe actions taken during the last year to reduce the number of persons living below the poverty level.

**During the reporting period, the City prioritized and supported antipoverty programs. The Housing Authority Family Self-sufficiency Program ("FSS") and related supportive services were key components of the City's antipoverty plan. Coordination with social service organizations that administer programs such as Child Start, assistance for families in crisis, subsidized child care, Workforce Investment Board ("WIB") activities, and other services was necessary to prevent duplication of effort, and to ensure maximum opportunities for very low-income persons.**

**The City attempted to reduce the number of households with incomes below the poverty level through a combination of direct assistance, and indirect benefit improvement activities, i. e., work on the completion of public facility projects. Services provided included: (i) support for services and programs that encourage economic self-sufficiency for clients of the Housing Authority. Effective July 1, 2007 the Housing Authority renewed a cooperative Agreement, (Memorandum of Understanding, or "MOU") with the County of Solano Department of Health and Social Services to share information and target supportive services where possible on behalf of Housing Authority clients participating in the FSS Program. The term of the**

current MOU is expected to expire July 10, 2010. As of June 30, 2008, there were 25 Housing Authority-assisted clients enrolled in FSS; (ii) support for programs and activities that enhance family functioning, skill development, and educational opportunities for children, young adults, and parents; and (iii) developing programs and facilities to fill gaps in the continuum of care for the homeless, including homeless prevention and transitional housing. CDBG Program funds were also allocated for substance abuse prevention and recovery, family assistance services for very low-income families, and recreational and "mentoring" activities for "at-risk" youth. These programs and activities were intended to assist in removing obstacles to self-sufficiency.

Program Year 3 CAPER Antipoverty Strategy response: **See above.**

## NON-HOMELESS SPECIAL NEEDS

### Non-homeless Special Needs

1. Identify actions taken to address the special needs of persons that are not homeless, but require supportive housing, (including persons with HIV/AIDS and their families).

**Five year goal: Rehabilitation of sober living transitional housing facility for women, (eight beds by The House of Acts, Inc.)**

**Accomplished, FY 2005/2006: Eight beds**

**Total accomplished: Eight beds**

**Five year goal: Emergency support services and facilities for 250 persons each year who are not homeless but have special needs, provided by non-profit agencies, and using financial assistance from a variety of private, State, and Federal sources**

**Total accomplished, FY 2005/2006, FY 2006/2007, and FY 2007/2008: Approximately 250 persons served each year**

**Five year goal: Rental assistance for up to ten months for 45 persons each year who are living with HIV/AIDS by a non-profit agency**

**Total accomplished, FY 2005/2006, FY 2006/2007, and FY 2007/2008: Approximately 45 persons served each year**

Program Year 3 CAPER Non-homeless Special Needs response: **See above.**

### Specific HOPWA Program Objectives

1. Overall assessment of relationship of use of HOPWA Program funds to goals and objectives. Grantees should demonstrate through the CAPER and related IDIS reports the progress they are making at accomplishing identified goals and objectives with HOPWA Program funding. Grantees should demonstrate:
  - a. that progress is being made toward meeting the HOPWA Program goal of providing affordable housing, using HOPWA Program funds and other resources for persons with Human Immunodeficiency Virus (HIV)/AIDS and their families through a comprehensive community plan;
  - b. that community-wide HIV/AIDS housing strategies are meeting HUD's national goal of increasing the availability of decent, safe, and affordable housing for low-income persons living with HIV/AIDS;
  - c. that community partnerships between State and local governments and community-based non-profits are creating models and innovative strategies to serve the housing and related supportive service needs of persons living with HIV/AIDS and their families;

- d. that through community-wide strategies Federal, State, local, and other resources are matched with HOPWA funding to create comprehensive housing strategies;
  - e. that community strategies produce and support actual units of housing for persons living with HIV/AIDS; and finally,
  - f. that community strategies identify and supply related supportive services in conjunction with housing to ensure the needs of persons living with HIV/AIDS and their families are met.
2. This should be accomplished by providing an executive summary (1-5 pages) that includes:
- a. Grantee Narrative
    - i. Grantee and Community Overview
      - (1) A brief description of your organization, the area of service, the name of each project sponsor, and a broad overview of the range or type of housing activities and related services.
      - (2) How grant management oversight of project sponsor activities is conducted, and how project sponsors are selected.
      - (3) A description of the local jurisdiction, its need, and the estimated number of persons living with HIV/AIDS.
      - (4) A brief description of the planning and public consultations involved in the use of HOPWA Program funds, including reference to any appropriate planning document or advisory body
      - (5) What other resources were used in conjunction with HOPWA Program funded activities, including cash resources and in-kind contributions, such as the value of services or materials provided by volunteers or by other individuals or organizations
      - (6) Collaborative efforts with related programs including coordination and planning with clients, advocates, Ryan White Comprehensive AIDS resources emergency (CARE) Act planning bodies, AIDS Drug Assistance Program, homeless assistance programs, or other efforts that assist persons living with HIV/AIDS and their families.
    - ii. Project Accomplishment Overview
      - (1) A brief summary of all housing activities, broken down by three types: (i) emergency or short-term rent, mortgage or utility payments to prevent homelessness; (ii) rental assistance; and (iii) facility-based housing, including development costs, and operating costs for those facilities and community residences.
      - (2) The number of units of housing which have been created through acquisition, rehabilitation, or new construction since 1993 with any HOPWA funds.
      - (3) A brief description of any unique supportive service or other service delivery models or efforts.
      - (4) Any other accomplishments recognized in your community due to the use of HOPWA funds, including any projects in developmental stages that are not operational.
    - iii. Barriers or Trends Overview
      - (1) Describe any barriers encountered, actions in response to barriers, and recommendations for program improvement.
      - (2) Trends you expect your community to face in meeting the needs of persons with HIV/AIDS;
      - (3) Any other information you feel may be important as you look at providing services to persons with HIV/AIDS in the next five to ten years.

b. Accomplishment Data

- i. Completion of CAPER Performance Chart 1 of Actual Performance in the Provision of Housing, (Table II-1 to be submitted with CAPER).
- ii. Completion of CAPER Performance Chart 2 of Comparison to Planned Housing Actions, (Table II-2 to be submitted with CAPER).

Program Year 3 CAPER Specific HOPWA Objectives response:

**Not applicable.**

## OTHER NARRATIVE

Include any CAPER information that was not covered by narratives in any other section.

Program Year 3 CAPER Other Narrative response:

**None.**

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U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
 OFFICE OF COMMUNITY PLANNING AND DEVELOPMENT  
 INTEGRATED DISBURSEMENT AND INFORMATION SYSTEM  
 CDBG FINANCIAL SUMMARY FOR PROGRAM YEAR 2007  
 07-01-2007 TO 06-30-2008  
 VALLEJO, CA

PART I: SUMMARY OF CDBG RESOURCES

01 UNEXPENDED CDBG FUNDS AT END OF PREVIOUS PROGRAM YEAR	1,524,588.88
02 ENTITLEMENT GRANT	1,208,550.00
03 SURPLUS URBAN RENEWAL	0.00
04 SECTION 108 GUARANTEED LOAN FUNDS	0.00
05 CURRENT YEAR PROGRAM INCOME	268,495.35
06 RETURNS	0.00
07 ADJUSTMENT TO COMPUTE TOTAL AVAILABLE	-90,589.00
08 TOTAL AVAILABLE (SUM, LINES 01-07)	2,911,045.23

PART II: SUMMARY OF CDBG EXPENDITURES

09 DISBURSEMENTS OTHER THAN SECTION 108 REPAYMENTS AND PLANNING/ADMINISTRATION	1,230,507.19
10 ADJUSTMENT TO COMPUTE TOTAL AMOUNT SUBJECT TO LOW/MOD BENEFIT	0.00
11 AMOUNT SUBJECT TO LOW/MOD BENEFIT (LINE 09 + LINE 10)	1,230,507.19
12 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	206,119.07
13 DISBURSED IN IDIS FOR SECTION 108 REPAYMENTS	0.00
14 ADJUSTMENT TO COMPUTE TOTAL EXPENDITURES	0.00
15 TOTAL EXPENDITURES (SUM, LINES 11-14)	1,436,626.26
16 UNEXPENDED BALANCE (LINE 08 - LINE 15)	1,474,418.97

PART III: LOW/MOD BENEFIT THIS REPORTING PERIOD

17 EXPENDED FOR LOW/MOD HOUSING IN SPECIAL AREAS	0.00
18 EXPENDED FOR LOW/MOD MULTI-UNIT HOUSING	0.00
19 DISBURSED FOR OTHER LOW/MOD ACTIVITIES	1,230,507.19
20 ADJUSTMENT TO COMPUTE TOTAL LOW/MOD CREDIT	0.00
21 TOTAL LOW/MOD CREDIT (SUM, LINES 17-20)	1,230,507.19
22 PERCENT LOW/MOD CREDIT (LINE 21/LINE 11)	100.00%

LOW/MOD BENEFIT FOR MULTI-YEAR CERTIFICATIONS

23 PROGRAM YEARS (PY) COVERED IN CERTIFICATION	PY2007	PY2008	PY2009
24 CUMULATIVE NET EXPENDITURES SUBJECT TO LOW/MOD BENEFIT CALCULATION		1,230,507.19	1,230,507.19
25 CUMULATIVE EXPENDITURES BENEFITING LOW/MOD PERSONS		1,230,507.19	1,230,507.19
26 PERCENT BENEFIT TO LOW/MOD PERSONS (LINE 25/LINE 24)		100.00%	100.00%



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
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CDBG FINANCIAL SUMMARY FOR PROGRAM YEAR 2007  
07-01-2007 TO 06-30-2008  
VALLEJO, CA

PART IV: PUBLIC SERVICE (PS) CAP CALCULATIONS

27	DISBURSED IN IDIS FOR PUBLIC SERVICES	220,123.72
28	PS UNLIQUIDATED OBLIGATIONS AT END OF CURRENT PROGRAM YEAR	0.00
29	PS UNLIQUIDATED OBLIGATIONS AT END OF PREVIOUS PROGRAM YEAR	0.00
30	ADJUSTMENT TO COMPUTE TOTAL PS OBLIGATIONS	-29,395.90
31	TOTAL PS OBLIGATIONS (LINE 27 + LINE 28 - LINE 29 + LINE 30)	190,727.82
32	ENTITLEMENT GRANT	1,208,550.00
33	PRIOR YEAR PROGRAM INCOME	365,311.96
34	ADJUSTMENT TO COMPUTE TOTAL SUBJECT TO PS CAP	-54,347.83
35	TOTAL SUBJECT TO PS CAP (SUM, LINES 32-34)	1,519,514.13
36	PERCENT FUNDS OBLIGATED FOR PS ACTIVITIES (LINE 31/LINE 35)	12.55%

PART V: PLANNING AND ADMINISTRATION (PA) CAP

37	DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	206,119.07
38	PA UNLIQUIDATED OBLIGATIONS AT END OF CURRENT PROGRAM YEAR	0.00
39	PA UNLIQUIDATED OBLIGATIONS AT END OF PREVIOUS PROGRAM YEAR	0.00
40	ADJUSTMENT TO COMPUTE TOTAL PA OBLIGATIONS	0.00
41	TOTAL PA OBLIGATIONS (LINE 37 + LINE 38 - LINE 39 +LINE 40)	206,119.07
42	ENTITLEMENT GRANT	1,208,550.00
43	CURRENT YEAR PROGRAM INCOME	268,495.35
44	ADJUSTMENT TO COMPUTE TOTAL SUBJECT TO PA CAP	-90,589.00
45	TOTAL SUBJECT TO PA CAP (SUM, LINES 42-44)	1,386,456.35
46	PERCENT FUNDS OBLIGATED FOR PA ACTIVITIES (LINE 41/LINE 45)	14.87%

IDIS - C04PR26

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
OFFICE OF COMMUNITY PLANNING AND DEVELOPMENT  
INTEGRATED DISBURSEMENT AND INFORMATION SYSTEM  
CDBG FINANCIAL SUMMARY FOR PROGRAM YEAR 2007  
07-01-2007 TO 06-30-2008  
VALLEJO, CA

DATE: 09-08-08  
TIME: 17:43  
PAGE: 3

LINE 17 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 17

NONE FOUND

IDIS - C04PR26

U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
OFFICE OF COMMUNITY PLANNING AND DEVELOPMENT  
INTEGRATED DISBURSEMENT AND INFORMATION SYSTEM  
CDBG FINANCIAL SUMMARY FOR PROGRAM YEAR 2007  
07-01-2007 TO 06-30-2008  
VALLEJO, CA

DATE: 09-08-08  
TIME: 17:43  
PAGE: 4

LINE 18 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 18

NONE FOUND

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
 OFFICE OF COMMUNITY PLANNING AND DEVELOPMENT  
 INTEGRATED DISBURSEMENT AND INFORMATION SYSTEM  
 CDBG FINANCIAL SUMMARY FOR PROGRAM YEAR 2007  
 07-01-2007 TO 06-30-2008  
 VALLEJO, CA

LINE 19 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 19

PGM YEAR	PROJ ID	IDIS ACT ID	ACTIVITY NAME	MATRIX CODE	NTL OBJ	DRAWN AMOUNT
2005	0011	522	FLORENCE DOUGLAS SENIOR CENTER	03	LMC	6,318.00
2005	0031	551	RENAISSANCE FAMILY CENTER REHAB.	03	LMC	13,718.55
2005	0031	551	RENAISSANCE FAMILY CENTER REHAB.	03	LMC	379,696.45
2006	0001	555	PAINT GRANTS	14A	LMH	7,707.67
2006	0002	557	HOMEBUYER LOANS	13	LMH	123,366.96
2006	0009	565	PW STAFF COSTS	03	LMC	59,577.96
2006	0009	565	PW STAFF COSTS	03	LMC	4,983.23
2007	0002	586	DOWN PAYMENT ASSISTANCE	13	LMH	48,251.04
2007	0002	586	DOWN PAYMENT ASSISTANCE	13	LMH	51,669.40
2007	0002	586	DOWN PAYMENT ASSISTANCE	13	LMH	100,000.00
2007	0002	586	DOWN PAYMENT ASSISTANCE	13	LMH	2,860.20
2007	0003	587	HOME BUYERS CLUB	05R	LMH	11,594.28
2007	0003	587	HOME BUYERS CLUB	05R	LMH	9,810.96
2007	0003	587	HOME BUYERS CLUB	05R	LMH	7,990.66
2007	0004	588	PAINT GRANTS	14A	LMH	7,452.80
2007	0004	588	PAINT GRANTS	14A	LMH	18,026.39
2007	0005	589	REHAB. LOANS	14A	LMH	8,964.83
2007	0005	589	REHAB. LOANS	14A	LMH	6,727.51
2007	0005	589	REHAB. LOANS	14A	LMH	8,307.66
2007	0006	590	CITY PARK NEIGH PRESER	03	LMA	11,169.35
2007	0006	590	CITY PARK NEIGH PRESER	03	LMA	25,976.01
2007	0006	590	CITY PARK NEIGH PRESER	03	LMA	6,441.29
2007	0007	591	AREA AGENCY ON AGING	05A	LMC	16,700.00
2007	0007	591	AREA AGENCY ON AGING	05A	LMC	2,500.00
2007	0008	592	MEALS ON WHEELS	05A	LMC	11,886.85
2007	0008	592	MEALS ON WHEELS	05A	LMC	19,186.60
2007	0009	593	CHRISTIAN HELP CENTER	05	LMC	8,243.19
2007	0009	593	CHRISTIAN HELP CENTER	05	LMC	11,271.76
2007	0010	594	GVRD	05D	LMC	7,587.07
2007	0010	594	GVRD	05D	LMC	20,931.80
2007	0011	595	HOUSE OF ACTS	05F	LMC	11,742.28
2007	0011	595	HOUSE OF ACTS	05F	LMC	7,504.67
2007	0012	596	CATHOLIC SOCIAL SERVICE	05	LMC	10,000.00
2007	0012	596	CATHOLIC SOCIAL SERVICE	05	LMC	10,000.00
2007	0013	597	GLOBAL CENTER FOR SUCCESS	05	LMC	12,384.43
2007	0013	597	GLOBAL CENTER FOR SUCCESS	05	LMC	10,789.17
2007	0014	598	HOPE HAVEN TRANSITIONAL SHELTER	05	LMC	3,750.00
2007	0014	598	HOPE HAVEN TRANSITIONAL SHELTER	05	LMC	11,250.00
2007	0014	598	HOPE HAVEN TRANSITIONAL SHELTER	05	LMC	15,000.00

2007	0015	599	CONTINGENCY	03	LMA	70,193.17
2007	0016	600	CLOSING COST GRANTS	13	LMH	42,870.00
2007	0016	600	CLOSING COST GRANTS	13	LMH	6,105.00
					TOTAL:	1,230,507.19

**PUBLIC NOTICE**

**CITY OF VALLEJO**

**NOTICE OF PUBLIC HEARING:  
FEDERAL CONSOLIDATED ANNUAL PERFORMANCE  
AND EVALUATION REPORT (CAPER)**

The City of Vallejo is preparing a draft Consolidated Annual Performance and Evaluation Report (CAPER) for the third year of its Consolidated Plan. The Consolidated Plan is a five-year planning document required by the U. S. Department of Housing and Urban Development (HUD). The Consolidated Plan concerns housing and community development needs. This report describes the City's performance in achieving the objectives in the Consolidated Plan for the period July 1, 2007 to June 30, 2008.

The Community Development Commission of the City of Vallejo will hold a public hearing to receive comments on the draft performance report. This hearing is scheduled for September 4, 2008, after 7:30 p. m. in the Council Chambers of the City Hall, at 555 Santa Clara Street, Vallejo. Anyone interested in commenting on this report is invited to attend this public hearing. Written comments on the report may also be submitted, until close of business (4:00 p. m.), on September 12, 2008 to: Guy L. Ricca, Senior Community Development Analyst, City of Vallejo, P. O. Box 1432, 200 Georgia Street, Vallejo, CA 94590, or sent via e-mail to [gricca@ci.vallejo.ca.us](mailto:gricca@ci.vallejo.ca.us)

The Vallejo City Council is scheduled to consider approval of the CAPER on September 16, 2008. HUD requires that the CAPER be submitted by September 30, 2008.

Copies of the draft CAPER will be available for public review beginning August 29, 2008 at the Vallejo Housing Authority Office, Housing and Community Development Division, at 200 Georgia Street, and the City Clerk's Office at City Hall at 555 Santa Clara Street. A copy will also be available at JFK Library at 505 Santa Clara Street.

If you have any questions or comments concerning this report, please call the Housing and Community Development Division at (707) 648-4507.

The City of Vallejo provides its programs  
and services in a non-discriminatory manner,  
and is an Equal Opportunity Employer.

The City of Vallejo also encourages minority and women-owned businesses  
to submit bids and proposals for CDBG contracts.

For further information, contact the  
Housing and Community Development Division at (707) 648-4507.

For further information on this public notice,  
the hearing-impaired may call the California Relay Service at 1-800-735-2922 without a TTY/TDD,  
or 1-800-735-2929 with a TTY/TDD.

Affordable Housing Affiliation  
110 East D. St.  
Benicia, Ca. 94510

American Red Cross  
1545 N. Texas St.  
Fairfield, CA 94533

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Area Agency on Aging  
PO Box 0069  
Vallejo, CA 94590-0680

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Vallejo, CA 94589

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318 Kentucky St.  
Vallejo, CA 94590

Employment Development Dept.  
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Vallejo, CA 94590

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Career Mobility Program Patient Care  
KP Northern California Regional Ofc  
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Small Business Development Center  
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Fairfield, CA 94533

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Legal Services of No. Ca.  
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Vallejo, CA 94590

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San Rafael, CA 94901-1617

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Central Core Restoration  
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Rev. Rey Bernardes  
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2166 Sacramento St.  
Vallejo, CA 94590

Rev. Scott Peterson  
Church on the Hill  
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Continental of Omega  
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Vallejo, CA 94589

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Human Services Center  
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Heritage Foundation  
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Vallejo, CA 94591

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Episcopal Community  
P.O. Box 161268  
Sacramento, CA 95816

John Gianola, Mng Atty  
Fair Hsg Hotline Project  
619 North St.  
Woodland, CA 95695

Firma Lodge #27  
F. AND A.M.  
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Vallejo, CA 94589

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Svc of Solano County  
C/O Bayanihan Center  
3495 Sonoma Blvd  
Vallejo, CA 94590

Filipino Community of  
Solano County  
820 Sonoma Blvd  
Vallejo, CA 94590

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VNHS, Inc.  
610 Lemon Street  
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Vallejo, CA 94590

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Vallejo, CA 94590

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AMCAL  
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Antioch, CA 94509

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North Bay Vineyrd Christ. Fellowship  
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Independent Living Resource  
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Concord, CA 94519

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Meals On Wheels  
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Suisun, CA 94585

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Florida – Hilton N. A.  
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SSNC  
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Vallejo, CA 94591

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Vallejo, CA 94589

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Sol. Cty Health & Soc Svcs  
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Vallejo, CA 94590

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Napa, CA 94558

Springstowne Library  
1003 Oakwood Ave.  
Vallejo, CA 94590

Rev. Carieta Cain-Grizzell  
St. Paul A.M.E.  
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Vallejo, CA 94590

Sister Claire  
St. Vincent's  
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Vallejo, CA 94590

Elvira DeLeon  
The Success Center  
1055 Azuar Drive, Mare Island  
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Linda Brown  
True Pentecostal COGIC  
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Vallejo, CA 94590

Wayne Williams  
Vallejo Aquatic Club  
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Vjo Chamber of Commerce  
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3272 Sonoma Blvd.  
Vallejo, CA 94590

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Vallejo Inter-Tribal Council  
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Carmen Williams  
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Hillcrest Park Assn.  
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Vallejo, CA 94590

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VALLEJO, CA 94591

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E. A. H.  
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BRIDGE Housing Corp.  
345 Spear St., Suite 700  
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Stars Program  
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Executive Director  
Solano Habitat for Humanity  
110 Railroad Ave., Suite A-3  
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Hope Haven Transitional Shelter  
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A Place 2 Live  
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VALLEJO, CA 94591-9205

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UPPER 301  
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VALLEJO, CA 94590

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RICHARD ESCHENBURG  
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VALLEJO, CA 94589

PHYLLIS HARRISON  
1408 ROLEEN DRIVE  
VALLEJO, CA 94589

EARNESTINE LAWSON  
373 SAWYER  
VALLEJO, CA 94589

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1019 CAROLINA STREET  
VALLEJO, CA 94590

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VALLEJO, CA 94590

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VALLEJO, CA 94591

CHRIS PLATZER  
187 BAXTER STREET  
VALLEJO, CA 94590

CARMEN VANCE  
118 Garibaldi Drive  
VALLEJO, CA 94589

ROZZANA VERDER-ALIGA  
120 SHEILA COURT  
VALLEJO, CA 94591

MUSTAFA ABDUL-GHANEY  
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VALLEJO, CA 94590

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VALLEJO, CA 94591

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2722 WASHBURN COURT  
VALLEJO, CA 94591

SURRY POOLE  
880 S. REGATTA DRIVE  
VALLEJO, CA 94591

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VALLEJO, CA 94591

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DAVID D. CATES  
246 "B" STREET  
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KAY WOODSON  
104 COMBS LANE  
VALLEJO, CA 94590

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Crockett, CA 94525

Diane Merrick  
238 Mayo Avenue  
Vallejo, CA 94590

Jean De Young  
Healthy Spaces for Successful Living  
683 Vincent Court  
Benicia, CA 94510

VIOLETA ESPIRITU  
5162 ZINFANDEL LANE  
VALLEJO, CA 94591

Thom Howard  
628 Louisiana Street  
Vallejo, CA 94590

City Clerk's Office

David Kleinschmidt  
Public Works Dept.

Fighting Back Partnership  
c/o JFK Library

Councilmember Hermie Sunga  
(c/o City Mgr's Ofc)

Bob Raymond  
Channel 28  
(c/o City Mgr's Ofc)

Cynthia Mack  
Milestones of Development  
1 Florida Street  
Vallejo, CA 94590

The Salvation Army  
630 Tuolumne St  
Vallejo, CA 94590

Elizabeth Armas  
P.O. Box 4739  
Vallejo, CA 94590

Bob Weir  
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Vallejo, CA 94590

Cameron Shearer  
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Leatrice Knox  
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Vallejo, CA 94589

Pearl Diggs  
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Vallejo, CA 94589

Cathi Engel  
Children's Nuturing Project  
274 E. Sunset Avenue, #167  
Suisun City, CA 94585

Arc-Solano  
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Vallejo, CA 94590

Gloria Lessier  
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American Canyon, CA 94553

Susan Anthony  
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Vallejo, CA 94590

Jim Slover  
130 Ohio Street  
Vallejo, CA 94590

Ms. Patricia Scott  
169 DePaul Drive  
Vallejo, CA 94589

Jim Andoh  
City of Benicia  
250 East "L" Street  
Benicia, CA 94510

Ted Correy  
Washington Park N. A.  
1001 Ohio Street  
Vallejo, CA 94590

Maxine Laidlaw  
223 Page St.  
San Francisco, CA 94102

Wendy Yan  
MCA Housing Partners  
320 Golden Shore – Suite 200  
Long Beach, CA 90802

Scott Falcone  
Citizens Housing Corporation  
26 O'Farrell Street, Suite 506  
San Francisco, CA 94108

Jim Silverwood  
Affirmed Housing Group  
13520 Evening Creek Dr. North, #360  
San Diego, CA 92128

Eddie Daniels  
124 Ron Court  
Vallejo, CA 94591

Britte Patton  
410 Whitney Ave  
Vallejo, CA 94589

Judith Brown  
Vallejo Music Theatre  
PO Box 186  
Vallejo, CA 94590-0018

Dorothy Richardson  
Highway Touch of Love  
150 Shady Lane  
Vallejo, CA 94591

Dorothy Richardson  
Highway Church of God In Christ  
527 Lincoln Road West  
Vallejo, CA 94590

Bay Respite Care  
Attn: Mike Huckins  
3272 Sonoma Blvd., Suite 4  
Vallejo, CA 94590

Claudia Humphrey, Exe Dir  
LIFT3 Support Group  
P. O. Box 5251  
Vallejo, CA 94591

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**COUNCIL COMMUNICATION**

Date: September 16, 2008

TO: Mayor and Members of the City Council

FROM: Craig Whittom, Assistant City Manager/Community Development *CW*  
Robert V. Stout, Finance Director *RS*  
Melinda Nestlerode, Acting Housing and Community Development Manager *M. Nestlerode*

SUBJECT: APPROVAL OF A RESOLUTION OF INTENTION TO AMEND THE FISCAL YEAR (FY) 2008/2009 BUDGET FOR FUND 101 (FEDERAL COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM)

BACKGROUND AND DISCUSSION

In 2007, the City of Vallejo approved Federal Community Development Block Grant (CDBG) Program activities for Fiscal Year (FY) 2007/2008 (July 1, 2007 through June 30, 2008). At the end of each fiscal year, the Community Development Commission (CDC) of the City of Vallejo and the City Council review the status of each CDBG-funded activity. Some activities are completed and may be closed out. Other projects may be in progress or are not yet underway, and may be carried over. Funds for some projects may also be reallocated to other activities.

The CDC considered this item at its regular meeting on September 4, 2008. The Commission voted unanimously, 4-0-0, to recommend that the City Council adopt the carry over, close out, or reallocation of CDBG Program activities as shown in Attachment "B".

Additionally, after the FY 2008/2009 CDBG Program Budget was adopted by the City Council on June 24, 2008, the U. S. Department of Housing and Urban Development (HUD) reduced the City's CDBG Program entitlement grant allocation for FY 2008/2009 by \$71.

CDBG Program Activity Categories

The City's CDBG Program activities typically fall into one of the following categories:

- (1) an activity that has been completed, ("closed out");
- (2) an activity that is not completed, but its funding authorization expired June 30. This type of activity may be closed out, or the activity may be approved again (reauthorized) in Fiscal Year 2008/2009; or
- (3) an activity that may be revised, including changing the amount budgeted for the activity. This is usually accomplished through the reallocation of unspent funds from one activity to another activity.

(1) Completed Activities

A completed activity is an activity that has been finished or delivered. In some cases, an activity is completed and all the budgeted funds are expended. In others, activities are completed under budget.

A "completed activity" may also refer to activities with written agreements that expire at the end of the fiscal year, on June 30. All CDBG Program social service activities expire on June 30 and may not be carried over from one fiscal year to another, pursuant to HUD's CDBG Program regulations. Any CDBG Program social service funds unspent as of June 30 become available for any non-social service eligible activity in the next fiscal year.

The CDC and staff recommend that the following Fiscal Year 2007/2008 CDBG Program activities be closed out, and any remaining balance be used in FY 2008/2009 for the construction of public improvements on the 100 block of Benson Avenue:

<u>Activity</u>	<u>Unspent Balance</u>
Reynaissance Family Center Rehabilitation	- 0 -
Vallejo Senior Citizens Council Facility Rehabilitation (Florence Douglas Senior Center)	- 0 -
Vallejo Neighborhood Housing Services, Inc. (VNHS)	
Closing Cost Grants	- 0 -
Rehabilitation Loans	- 0 -
Social Services: Area Agency on Aging	800
Catholic Social Service	- 0 -
Christian Help Center	485
Global Center for Success	1,826
Greater Vallejo Recreation District (GVRD)	
Summer Camps	14,481
Hope Haven Transitional Shelter	- 0 -
The House of Acts	2,753
Meals on Wheels	209
Total, Social Services	<b>20,554</b>
Contingency	<b>3,621</b>
Program Administration	<b>+ 53,497</b>
<b>Total Unspent Balance to Benson Avenue</b>	<b>77,672</b>
<b>Construction</b>	

The engineering and design of Benson Avenue will be completed by September 30. A revised cost estimate for Benson Avenue will also be provided by or before that date. Staff believes

that this project may need additional funding in order to be completed. The exact amount of funding that may be required is unknown at this time.

If the Commission and staff's recommendation is approved, the total estimated amount that would be added to the Benson Avenue construction budget from closed out activities is \$77,672.

### (2) Reauthorized Activities

Some activities are still in progress, but the contract or funding authorization has expired; so, the City may authorize the carry over of funds to the next fiscal year. The Commission and staff recommend that the FY 2007/2008 activities shown below be reauthorized in FY 2008/2009, i. e., the funds carried over:

<u>Activity</u>	<u>Reauthorization Amount</u>
Benson Avenue	
Construction	730,464
Project Delivery	57,750
Total, Benson Avenue	<b>788,214</b>
City Park Neighborhood Preservation	
Grounds/Landscaping/Trees Construction	90,000
Grounds/Landscaping/Trees, Project Delivery	27,000
Community Building Construction	150,000
Community Building, Project Delivery	45,000
Play Structure	75,000
Internet Enhanced Security Cameras	20,000
Total, City Park	<b>407,000</b>
VNHS	
Homebuyer Education	48,516
Homebuyer Loans	68,897
Total, VNHS	<b>+ 117,413</b>
<b>Total Recommended for Reauthorization</b>	<b>1,312,627</b>

### (3) Revised Activities

In FY 2007/2008, funds were allocated to the City Park Preservation Project. This project included funds for exterior house paint grants, and Code Enforcement activities in the City Park neighborhood. At June 30, 2008, these activities had small unspent balances.

The CDC and staff recommend that the unspent balances for these activities (as shown below) be allocated to the Country Club Crest Neighborhood Preservation Project, which has received CDBG Program funding in FY 2008/2009.

<u>Activity</u>	<u>Unspent Balance</u>
City Park Neighborhood Preservation	
Code Enforcement	
Part Time Dedicated Code Enforcement	6,413
Civil Prosecutions	10,000
Total, City Park Code Enforcement	<b>16,413</b>
VNHS	
Paint Grants	<u>+ 514</u>
<b>Total Reallocation to Country Club Crest Preservation</b>	<b>16,927</b>

Summary of Recommendation

A summary of the funding recommendation is shown below:

Closed Out Activities:	77,672
Reauthorized Activities:	1,312,627
Revised Activities:	<u>+ 16,927</u>
<b>Total</b>	<b>\$1,407,226</b>

Finally, as noted earlier, subsequent to the City Council’s approval of the FY 2008/2009 CDBG Program Budget, HUD adjusted the City’s CDBG Program allocation downward by \$71. In order to maintain the same planned level of CDBG Program services to the residents, staff recommends that this small funding reduction be made in the category of Program Administration, (from \$272,326 to \$272,255).

Fiscal Impact

The net effect of the recommendation is to: 1) reauthorize funding in FY 2008/2009 for activities that are in progress or are not yet underway; 2) increase the amount of funding in FY 2008/2009 for the potential completion of public improvements on Benson Avenue; and (3) reduce the CDBG Program Budget by a minor amount, (\$71), pursuant to HUD’s revision to the City’s CDBG Program entitlement grant for FY 2008/2009 in August, 2008.

RECOMMENDATION

Approve either the carry over, close out, or reallocation of FY 2007/2008 CDBG Program activities, as shown in Attachment “B”.

ALTERNATIVES CONSIDERED

The City benefits from its use of Federal CDBG Program funds. By reauthorizing the funding for activities in progress or not yet underway, the City is able to accomplish the community development objectives it has adopted. Therefore, no other alternatives were considered.



ENVIRONMENTAL REVIEW

An environmental review is not required for this action.

PROPOSED ACTION

Adopt the enclosed resolution of intention to amend the FY 2008/2009 Federal CDBG Program Budget.

DOCUMENTS AVAILABLE FOR REVIEW

Attachment "A" – Resolution

Attachment "B" – Carry Over, Close Out, and Reallocation of Fiscal Year 2007/2008 CDBG Program Activities

PREPARED BY/CONTACT:

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Melinda Nestlerode, Acting Housing and Community Development Manager, (707) 648-4408, or [mnestlerode@ci.vallejo.ca.us](mailto:mnestlerode@ci.vallejo.ca.us).

Guy L. Ricca, Senior Community Development Analyst, (707) 648-4395, or [gricca@ci.vallejo.ca.us](mailto:gricca@ci.vallejo.ca.us).

**RESOLUTION NO. 08- N.C.**

BE IT RESOLVED by the Council of the City of Vallejo as follows:

THAT WHEREAS, certain Federal Community Development Block Grant (CDBG) Program activities funded in Fiscal Year (FY) 2007/2008 have been completed.

WHEREAS, certain CDBG FY 2007/2008 activities have not been completed, and the funds allocated to these activities should be carried over and approved for expenditure in Fiscal Year 2008/2009.

WHEREAS, after the adoption of the FY 2008/2009 CDBG Program Budget by the City Council on June 24, 2008, the U. S. Department of Housing and Urban Development (HUD) reduced the City's CDBG Program entitlement grant allocation for FY 2008/2009 by \$71.

WHEREAS, HUD requires the City of Vallejo to expend its CDBG Program funds in a timely manner.

WHEREAS, the Community Development Commission of the City of Vallejo considered this item at its regular meeting on September 4, 2008 and voted unanimously, 4-0-0, to recommend that the City Council adopt the carry over, close out, or reallocation of FY 2007/2008 CDBG activities as shown in Attachment "B".

NOW THEREFORE BE IT RESOLVED that the City Council hereby declares its intention to amend the FY 2008/2009 CDBG Program Budget as shown in Attachment "B".

ATTACHMENT "B"  
CITY OF VALLEJO  
CARRY OVER, CLOSE OUT, AND REALLOCATION OF FISCAL YEAR 2007/2008 CDBG PROGRAM ACTIVITIES

a. ACTIVITY	b. 2007/2008		c. UNSPENT/ PREVIOUS		f. PROPOSED	g. 2008/2009	h. REVISED	i. ACCOUNT
	APPROPRIATION	CONTRACT/	BALANCE	PREVIOUS				
		COUNCIL ACTION		AMOUNT	AMENDMENT			
<b>Facilities</b>								
Continentials of Omega	20,000							20,000
Renaissance Family Center	363,415	20,000						101-2104-463.40-17
Vallejo Senior Citizens Council	6,318							101-2104-463.40-09
Total, Public Facilities	419,733	20,000						20,000
<b>Public Improvements</b>								
Benson Avenue	730,464							608,136
Construction Costs	169,503	47,192						104,942
Public Works Staff Costs	899,967	47,192						913,676
Subtotal, Benson								
City Park Neighborhood Preservation								
Grounds/Landscaping/Trees	90,000							90,000
Construction Costs	27,000							27,000
Public Works Staff Costs	117,000							117,000
Total, Grounds/Landscaping/Trees								
Community Building	150,000							150,000
Construction Costs	45,000							45,000
Public Works Staff Costs	195,000							195,000
Total, Community Building								
Play Structure	75,000							75,000
Code Enforcement	50,000							0
Part Time Dedicated Code Enforcement	10,000							0
Civil Prosecutions	60,000							0
Total, Code Enforcement	20,000							20,000
Internet Enhanced Security Cameras	20,000							20,000
Subtotal, City Park	467,000	47,192						407,000
Country Club Crest Neighborhood Preservation								
Lighting								
Construction Costs								
Public Works Staff Costs								
Total, Lighting								
Curb/Gutter/Sidewalk, Curb Ramps								
Construction Costs								
Public Works Staff Costs								
Total, Curb/Gutter/Sidewalk, Curb Ramps								
Code Enforcement								
Part Time Dedicated Code Enforcement								
Neighborhood Clean-ups/Public Education								
Total, Code Enforcement								
Vallejo Neighborhood Housing Services (VNHS)								
Paint Grants								
Paint the town								
Total, VNHS								
Subtotal, Country Club Crest								
Total, Public Improvements	1,366,967	1,258,819						1,813,575
<b>Housing</b>								
Rental or Ownership Housing Development								
VNHS								
Closing Cost Grants	48,975							48,975
Homebuyer Education	77,912							77,912
Homebuyer Loans	385,045							385,045
Paint Grants	33,701							33,701
Rehab. Loans	24,000							24,000
Subtotal, VNHS	579,633							579,633
Total, Housing	579,633	117,927						697,560
<b>Social Services</b>								
Area Agency on Aging	20,000							20,000
Catholic Social Service	20,000							20,000
Christian Help Center	20,000							20,000
Lighting Back Partnership (Country Club Crest)								
Global Center for Success	25,000							25,000
SYRD Summer Camps	45,000							45,000
Hope Haven Transitional Shelter	30,000							30,000
House of Aids	22,000							22,000
Meals on Wheels	31,282							31,282
Total, Social Services	211,282							211,282
Contingency	73,815							73,815
Program Administration	281,710							281,710
<b>TOTAL</b>	<b>2,933,140</b>	<b>1,474,418</b>						<b>4,407,558</b>
<i>*Unaudited</i>								



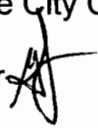
PUBLIC HEARING  
HEARING A

**Agenda Item No.**

**CITY COUNCIL COMMUNICATION**

**Date:** September 16, 2008

**TO:** Honorable Mayor and Members of the City Council

**FROM:** Gary A. Leach, Public Works Director 

**SUBJECT:** CONSIDERATION OF AN APPEAL BY SUSAN BRASHEAR ANTHONY TO WAIVE THE CITY OF VALLEJO TRANSPORTATION IMPACT MITIGATION FEE FOR THE PROPOSED ANCHOR SELF STORAGE PROJECT AT THE INTERSECTION OF SONOMA BOULEVARD AND SOLANO AVENUE

**SUMMARY**

Ordinance No. 1537 N.C. (2d), adopted on December 7, 2004, amended Chapter 3.07 of the Vallejo Municipal Code (VMC) "Transportation Impact Mitigation Fee" (TIMF). This fee was developed and applied to new developments based on five land use categories (Single Family Residential, Multi Family Residential, Hotel/Motel, Commercial, and Industrial) as described in the Ordinance and the Zoning Ordinance. The specific fee applicable to each of the five land use categories was determined by the Institute of Transportation Engineers (ITE) trip generation rates for P.M. peak hours.

Susan Brashear Anthony, who is constructing Anchor Self Storage at the intersection of Sonoma Boulevard and Solano Avenue, has recently appealed the \$124,398.70 TIMF fee applicable to her project. Staff recommends City Council deny this appeal for the following reason:

A Transportation Impact Mitigation Fee is applied to all new residential (Single and Multi Family Residential) and non-residential (Hotel/Motel, Commercial and Industrial) developments to pay for traffic improvements which would offset the traffic impacts of these developments. The fee amounts for the five development categories are determined by the Institute of Transportation Engineers (ITE) for standard net P.M. peak hour generation rates.

On July 3, 2008, Susan Brashear Anthony submitted an appeal letter regarding the transportation fee for the project. As she provided no basis for her appeal, it was requested that she provide specific information as to why the TIMF fee calculated for the project was not appropriate. In a letter dated July 24, 2008, she provided more information regarding her appeal of the Transportation Impact Mitigation Fee for the project. Self Storage projects are under the definition of "industrial" use, the lowest TIMF category for non-residential new developments for the City of Vallejo.



**BACKGROUND**

Faced with growing congestion, reduced public funds, and increased public interest in supporting transportation improvements, in the late 1980's and early 1990's many local jurisdictions in California expressed interest in exploring the use of the Transportation Impact Mitigation Fee (TIMF) to fund transportation improvements within their respective jurisdictions in order to maintain an acceptable level of service.

Therefore, the City of Vallejo adopted a Traffic Impact Mitigation program in May 1990. By Ordinance No. 1102 N.C. (2d) adopted on May 29, 1990. The City established the Transportation Impact Mitigation Fee (VMC Chapter 3.07 of the VMC). Fees are determined by certain land use categories defined in VMC Section 3.07.020. The fee is applied to all new residential (Single and Multi Family Residential) and non-residential (Hotel, Commercial, and Industrial) developments to pay for traffic improvements which would offset the traffic impacts of their respective developments. The fee amount and application to these five land use categories are determined by the Institute of Transportation Engineers (ITE) P.M. peak hour trip generation rates.

Founded in the 1920's, the Institute of Traffic Engineers changed their name to the Institute of Transportation Engineers (ITE) in 1975 in order to have a more comprehensive name. ITE publishes the Trip Generation Manual which is a collection of information about vehicular traffic that is generated by different land uses. This information is based on studies made to determine how many vehicles enter and exit a site devoted to a particular land use.

When the TIMF ordinance was first adopted, self-storage developments were considered under the definition for "commercial" use, and therefore assessed at the higher rate. About two months after adoption of the TIMF Ordinance, Public Storage, Inc., by letter dated August 7, 1990, objected to the commercial fee being applied to self-storage developments and appealed the City's TIMF for their proposed developments in the City of Vallejo.

At that time, the Vallejo City Council determined that the TIMF fee established for the industrial category is appropriate for self storage developments such as this and amended the Ordinance to add "mini-warehouse" to the definition of "Industrial Developments." VMC Section 3.07.020 reads: Public storage use types, i.e., storage facilities for use by the general public and classified as "mini-warehouse by the Institute of Transportation Engineers." The fact that public storage use was specifically included in this definition when this ordinance was adopted four years ago indicates that it was considered to be an appropriate rate at that time.



Vallejo's TIMF for industrial land uses is the lowest fee category in the Ordinance and is based on "P.M. peak hour" trip generation rate of 0.21 vehicles per thousand square feet (v/tsf), which was recommended by Goodwin Consulting Group, Inc., in 2004. This rate is consistent with ITE's most recent P.M. peak hour trip generation rate of 0.26 v/tsf for mini-warehouse developments.

On October 30, 1990, the City of Vallejo held a hearing to consider Public Storage, Inc.'s appeal. At that hearing, the City Council heard testimony and received reports and other documentary evidence submitted for that hearing. In addition, at that hearing the City Council reviewed staff's recommendation to revise the TIMF Ordinance to include self storage facilities in the "industrial" land use category rather than the commercial category.

As a result of this hearing, the City Council denied the appeal of Public Storage, Inc. of the administrative decision to levy a Transportation Impact Mitigation Fee against it. Furthermore, the City Council revised the City of Vallejo Municipal Code to include self storage facilities under the "Industrial development" classification for the purpose of the TIMF.

The City of Vallejo uses the TIMF fund to pay for transportation system improvements that would offset development impacts. Like many California local jurisdictions, the City of Vallejo's TIMF applies to all new developments. The current fiscal year TIMF fee schedule for the five development categories is as follows:

**RESIDENTIAL USE:**

Single-family residential .....	\$5,087.00 per unit
Multi-family residential .....	\$2,861.00 per unit

**NON-RESIDENTIAL USE:**

Motels/Hotels .....	\$2,861.00 per unit
Commercial .....	\$2.47 per square foot
Industrial .....	\$1.26 per square foot

Assembly Bill 1600 (AB 1600), as codified in Government Code Section 66000 et seq., and a number of court cases have provided well-defined guidelines for implementing impact fees. Fees may be charged up to the maximum justifiable cost of the public facilities and services necessary to accommodate a new development. Under Government Code Section 66000, "public facilities" are broadly defined to include public improvements, public services, and community amenities. AB 1600 provided certain requirements for establishing a reasonable relationship among the impositions of a fee, the uses to which the fees would be put, and how they would be assessed.



As noted above, the City's lowest TIMF category is "industrial" use, the fee being based on a "P.M. peak hour" trip generation rate of 0.21 vehicles per thousand square feet (v/tsf). This trip generation rate is based on the ITE's published trip generation rates for various land use categories and our 2004 Transportation Impact Mitigation Fee (TIMF) Study prepared by Goodwin Consulting Group, Inc. ITE's published trip generation rates indicate that the "P.M. peak hour" trips for mini-warehouse developments is currently 0.26 v/tsf (7<sup>th</sup> edition), based on a sampling of 13 self storage facilities in which the rates varied from 0.13 - 0.48 v/tsf. Accordingly, the 0.21 v/tsf rate used by the City is well within the sampling range noted in ITE's report.

Susan Brashear Anthony retained Kimley-Horn and Associates, Inc. for traffic and transportation services. Kimley-Horn and Associates, Inc. advises that the "proposed self storage warehouse is most appropriately classified as a "mini-warehouse." Mini-warehouse is an archaic term for self-storage or more commonly referred to a public storage. Because of the success of the Public Storage brand, public storage has become a genericized trademark of the American English language and many people in the United States today to refer to any mini-warehouse as "Public Storage." According to ITE's Trip Generation Manual, "mini-warehouses are buildings in which a number of storage units or vaults are rented for the storage of goods. They are typically referred to as "self-storage" facilities. Each unit is physically separated from other units and access is usually provided through an overhead door or other common access point. However, the TIMF category of "industrial" use with the fee being based on a "P.M. peak hour" trip generation rate of 0.21 v/tsf is already lower than ITE's published trip generation rates for "P.M. peak hour" trips for mini-warehouse developments which is currently 0.26 v/tsf (7<sup>th</sup> edition).

#### Fiscal Impact

There is no fiscal impact in denying this appeal. If the appeal is upheld, Susan Brashear Anthony is proposing that she pay 64% to 84% less than the imposed TIMF fee. Please note that if the appeal is upheld, adjustments (for TIMF) previously paid by other public storage developers may have to be reconsidered. This would result in a reduction of revenues in the City's TIMF fund.

#### RECOMMENDATION

Staff recommends adoption of the resolution denying the appeal of Susan Brashear Anthony to waive the City of Vallejo Transportation Impact Mitigation Fee for the proposed Anchor Self Storage Project at the intersection of Sonoma Boulevard and Solano Avenue.



**ENVIRONMENTAL REVIEW**

This action is not a project as defined by the California Environmental Quality Act and is not subject to CEQA review.

**PROPOSED ACTION**

Adopt the resolution denying the appeal of Susan Brashear Anthony to waive the City of Vallejo Transportation Impact Mitigation Fee for the proposed Anchor Self Storage Project at the intersection of Sonoma Boulevard and Solano Avenue.

**DOCUMENTS AVAILABLE FOR REVIEW**

- a. A resolution denying the appeal of Susan Brashear Anthony to waive the City of Vallejo Transportation Impact Mitigation Fee for the proposed Anchor Self Storage Project at the intersection of Sonoma Boulevard and Solano Avenue
- b. Initial Appeal letter from Susan Brashear Anthony dated July 3, 2008.
- c. Letter from David A. Kleinschmidt, City Engineer to Susan Brashear Anthony dated August 4, 2008.
- d. Supplemental Appeal letter from Susan Brashear Anthony dated July 24, 2008.
- d. A letter from Kimley-Horn and Associates, the consultant hired by Applicant dated August 27, 2008.
- e. Chapter 3.07 of the Vallejo Municipal Code (VMC).
- f. Definition of "Mini-Warehouse" (Land Use 151) from Trip Generation Manual, Institute of Transportation Engineers.

**CONTACT PERSONS**

Gary. A. Leach, Public Works Director  
707 648-4315  
[garyl@ci.vallejo.ca.us](mailto:garyl@ci.vallejo.ca.us)





David Kleinschmidt, City Engineer  
707 648-4301  
[davidk@ci.vallejo.ca.us](mailto:davidk@ci.vallejo.ca.us)

SEPTEMBER 16, 2008  
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**RESOLUTION NO. 08- N.C.**

BE IT RESOLVED by the Council of the City of Vallejo as follows:

WHEREAS, on September 16, 2008, the City Council held a hearing to consider an appeal by Susan Brashear Anthony of the Transportation Impact Mitigation Fee levied under Chapter 3.07 of the Vallejo Municipal Code for the proposed Anchor Self Storage Project at the intersection of Sonoma Boulevard and Solano Avenue; and

WHEREAS, at that hearing, the City Council heard testimony and received reports and other documentary evidence submitted to it, further identified as being in the record herein; and

WHEREAS, in conjunction with that appeal, the City Council received a staff recommendation that the appeal of Susan Brashear Anthony be denied; and

WHEREAS, consideration of the abovementioned appeal took place in the manner prescribed by law, and was accompanied by reports and other documents, all of which comprised a summary of the reasons and basis for denying that appeal; and

THEREFORE, BE IT RESOLVED, FOUND AND DETERMINED by the City Council of the City of Vallejo:

1. That the appeal of Susan Brashear Anthony's of the administrative decision to levy Transportation Impact Mitigation Fees against it at the existing Industrial Development rate for the proposed Anchor Self Storage Project at the intersection of Sonoma Boulevard and Solano Avenue is hereby denied.
2. That new residential, commercial and industrial development will cause a need for construction of new transportation facilities in the form of new streets, bridges, signals and other improvements to maintain presently existing levels of service.
3. That new development will require modifications to or improvements in existing transportation facilities to maintain present levels of service.
4. That without the imposition of fees, the City's public roadways will be compromised. This decision is consistent with the public health, safety and welfare.

SEPTEMBER 16, 2008

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# Susan B Anthony

900 Carolina Street  
Vallejo, CA 94590  
Tel: (707) 642-7332

**Permit No: NI07-0025-0026-0027-0028**

**Permit No: NI08-0001**

## Appealing Transportation- Industrial & Commercial (s/ Fee

**Anchor Self-Storage  
New Commercial**

## Miguel Costamagna

Assistant Civil Engineer  
**Vallejo Engineering**  
555 Santa Clara Street  
Tel: (707) 648-4480

Dear Miguel Costamagna,

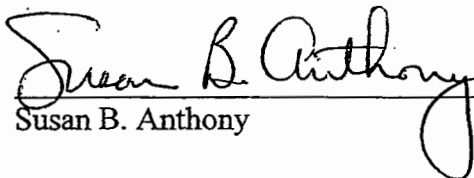
I have received a list of fees expected to be paid.

I am appealing the transportation fees as presented in the fee schedule for the following:

<u>Account Code</u>	<u>Amount</u>	
203-0000-310.30-15 TF	\$23,723.68	Storage Unit A
203-0000-310.30-15 TF	\$3,747.28	Storage Unit B
203-0000-310.30-15 TF	\$25,364.20	Storage Unit C
203-0000-310.30-15 TF	\$34,472.00	Storage Unit D
203-0000-310.30-15 TF	\$34,472.00	Storage Unit E
203-0000-310.30-15 TF	\$2,619.54	Office/Single Family/Garage

I am not appealing the transportation fees as presented in the fee schedule for the following:

203-0000-310.30-15	\$5,002.53	Single-Family
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Susan B. Anthony

July 3, 2008



## CITY OF VALLEJO

DEPARTMENT OF PUBLIC WORKS  
Engineering Division

555 SANTA CLARA STREET • P.O. BOX 3068 • VALLEJO • CALIFORNIA • 94590-5934 • (707) 648-4315  
FAX (707) 648-4691

August 4, 2008

Susan B. Anthony  
900 Carolina Street  
Vallejo CA 94590

**SUBJECT:** Appeal of City of Vallejo's Transportation Impact Mitigation Fee (TIMF)  
Anchor Self Storage @ Sonoma Boulevard and Solano Avenue

Dear Ms. Anthony:

We are in receipt of your letter dated July 13, 2008 appealing the Transportation Impact Mitigation fee for the above-referenced project in the amount of \$124,398.70. It is our understanding that you feel these fees are inappropriate for your self-storage development. I am enclosing a copy of Chapter 3.07 of the Vallejo Municipal Code, entitled "Transportation Impact Mitigation Fee (TIMF)," which may help you understand how this figure was calculated. As you are aware, the City has quoted the TIMF fee for your development at \$1.24 per square foot, which is per the fee schedule for fiscal year 2007/2008 for the Industrial Category. Please also note that the definition of an Industrial Development contained in Vallejo Municipal Code Section 3.07.020 specifically includes "Public storage use types, i.e, storage facilities for use by the general public and classified as "mini-warehouse by the Institute of Traffic Engineers". The fact that public storage use was specifically included in this definition when this ordinance was adopted four years ago indicates that it was considered to be an appropriate rate at that time.

Vallejo Municipal Code section 3.07.080 requires consideration of your appeal by the City Council. In response to your letter, we have set the date of your appeal hearing for September 9, 2008.

I would like to request you provide specific information as to why you believe this rate is not appropriate for your proposed development. Please provide this information within 15 days from date of this letter. Such information should include documentation of the basis for your appeal. This documentation must specifically relate to the City of

Susan B. Anthony

SUBJECT: Appeal of City of Vallejo's Transportation Impact Mitigation Fee (TIMF)  
Anchor Self Storage @ Sonoma Boulevard and Solano Avenue  
August 4, 2008

Vallejo's method of determining this fee. Upon receiving your written documentation we will provide it to the City Council to consider at your appeal hearing

If I can be of any further assistance, please call me at 707 648-4315.

Sincerely,



DAVID A. KLEINSCHMDIT  
City Engineer

DAK:EH/tdh

Enclosure

cc: Gary A. Leach, Public Works Director  
Craig Whittom, Assistant City Manager  
John Nagel, Deputy City Attorney  
Enayat Haidari, Senior Civil Engineer  
MJ Lanni, Administrative Analyst II  
PW Chron

Susan B Anthony

900 Carolina Street  
Vallejo, CA 94590  
Tel: (707) 642-7332

CITY OF VALLEJO  
PUBLIC WORKS DEPT  
JUL 24 2008

Permit No: NI07-0025-0026-0027-0028

Permit No: NI08-0001 Buildings D & E

**Appealing Transportation- Industrial Fees**

**Anchor Self-Storage**

**New Commercial**

**Miguel Costamagna**

Assistant Civil Engineer

**Vallejo Engineering**

555 Santa Clara Street

Tel: (707) 648-4480

**Re: By imposing these fees you are discouraging development in the City of Vallejo. This is one of the reasons why the City of Vallejo is faced with a financial crisis because the City doesn't have a source of revenue from businesses, because the businesses are not there to pay their taxes.**

Dear Miguel Costamagna,

Three weeks have passed since submitting my appeal. You requested that I mitigate more specific as to why I am asking for relief of these fees.

**SUMMARY**

I am trying to determine the assessment of my appeal requiring that I pay over one hundred twenty four thousand dollars, \$124,000. For, just the Transportation- Industrial Impact Fees alone.

At present, I have been given a fee schedule that would require I pay over Three Hundred sixty seven thousand dollars in Fee Requirements. \$367,282. before my appeal process..

Pertaining to Municipal Code 3.07.010 stating new residential, commercial and industrial development will cause a need for construction of new transportation facilities in the form of new streets, bridges, signals and other improvements to maintain presently existing levels of service. Additionally, new development will require modifications to or improvements in existing transportation facilities to maintain present levels of service.

The first basis of my appeal of the \$124,000. For, just the Transportation- Industrial Impact Fees are for the following reasons: The streets, signal lights, public sidewalks, lighting, irrigated landscaping and fire hydrants are in good order and are pre-existing.

The Anchor Self-Storage Project will not generate a high traffic volume or require street surfaces to be disrupted. The South Vallejo Industrial Park Policy Plan implemented by the Redevelopment Agency; has already paid for the installation of utility services to each of the parcels within the Park. The Anchor Self-Storage Project will not impact traffic, or the street surface. The installation of services that are now pre-existing, provided by the Redevelopment Agency; will ensure that the road will remain open and free of construction procedures and the underground services that are pre-existing will remain secure and intact.

In addition to the above reasons why I am asking for relief of these fees.

The intersection the Project is located on, on the corner of Sonoma Blvd, also called State Highway 29 and Solano Avenue has pre-existing medians for left hand turn lanes. In addition to the two, four lane street light controls, the left hand turn lane also have separate light controls. No additional expense will be required for the signal lights. The Project Property includes a landscaping district that maintains the landscaping as a special tax assessment district requiring a substantial supplemental tax be paid on my tax bill to maintain the expanse of irrigated landscaping for the beautification and presentation along the State Highway for the image ( i.e., Redevelopment Agency Plan) of Vallejo and Industrial Park. The driveway entrance into the Anchor Self Storage facility is designed wide and will provide a standard or better egress and ingress.

The project is within the Waterfront Redevelopment Project Area and I am formally requesting that incentives or fee reductions that are being offered to other developments within this same area be inclusive and apply as well to the Anchor Self-Storage development. If the incentives or fee reductions that are being offered to other developments incite to exclude the Anchor Self-Storage development, please provided in writing, "Why, with the substantial tax base the Anchor Self-Storage Business will be providing the City of Vallejo in tax revenues, Why then, would the Anchor Self-Storage Business development not qualify for the same incentives or fee reductions?".

Municipal Code 3.07.020 Definitions

C. "Industrial development," as a subcategory of non residential development, refers to:

3. Public storage use types, i.e. storage facilities for use by the general public and classified as "mini-ware-house" by the Institute of Traffic Engineers.

Municipal Code 3.07.030

Transportation impact mitigation fee.

2. Nonresidential Development.

b. Industrial Development. The fee charged is one dollar and thirteen cents per square foot.

Municipal Code 3.07.070 Refunds, in-lieu contributions, credits and exemptions.

A. In-lieu Contributions. The amount of any fee otherwise payable under this chapter may be reduced by:

2. If the development occurs within an assessment district, fee benefit area, community facilities district, or otherwise is subject to an assessment, fee or special tax collected specifically to defray costs of providing or constructing improvements identified upon the adoption of the ordinance codified in this chapter, the fee to be collected will be reduced by an amount equal to that portion of the estimated construction cost of the improvements included in assessments, fees or special taxes that the development will contribute. The city engineer will determine the amount of creditable construction costs;

I also contend that the aforementioned Municipal Code 3.07.070 Refunds, in-lieu contributions, credits and exemptions be a basis for my appeal.

I am appealing the following Transportation Impact Mitigation Fees presented me, under **Fee Description** given me, through the building department:

<u>Account Code</u>	<u>Amount</u>	
203-0000-310.30-15 TF	\$23,723.68	Storage Unit A
203-0000-310.30-15 TF	\$3,747.28	Storage Unit B
203-0000-310.30-15 TF	\$25,364.20	Storage Unit C
203-0000-310.30-15 TF	\$34,472.00	Storage Unit D
203-0000-310.30-15 TF	\$34,472.00	Storage Unit E
203-0000-310.30-15 TF	\$2,619.54	Office/Single Family/Garage

I am *not* appealing the transportation fees as presented in the fee schedule for the following:

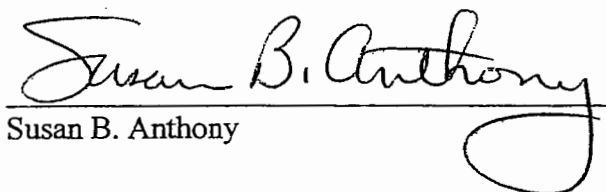
203-0000-310.30-15	\$5,002.53	Single-Family
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I am including a complete set of Fees Required, six pages, given me, by the Building Department.

The fee totals for each page as follows:

\$49,102.59	Office / Managers Residence
\$56,959.12	Bld A
\$10,398.16	Bld B
\$60,590.90	Bld C
\$95,116.23	Bld D
\$95,116.23	Bld E

**\$367,280. TOTAL FEES REQUESTED** before appeals

  
Susan B. Anthony

July 24, 2008



06/11/08

PERMIT No: NI07-0028

STATUS: PLAN CHECK  
 TYPE: BUILDING  
 PARCEL: 0058071360  
 OCCUSE:  
 APPLICANT: BRASHEAR-ANTHONY SUS.  
 SITE ADDR: 501 SOLANO AVENUE  
 OWNER: BRASHEAR-ANTHONY SUS.  
 CONTRACTOR:  
 DESCRIPTION: PHASE 1 OFFICE (1078 SQFT) SFR (2255 SQFT) GARAGE (450)

PROJECT:  
 VALIDATED BY:  
 APPLIED: 12/28/2007  
 ISSUED:  
 FINALED:  
 TO EXPIRE:  
 VALUATION: 414,192.64  
 CONST TYPE: Comm New

<u>Fee Description</u>	<u>Account Code</u>	<u>Amount</u>
SMIP Commercial	001-0000-207.09-34 EQ	86.98
SMIP Residential	001-0000-207.09-34 EQ	41.42
County Facilities- Office (/s	001-0000-208.12-01 CF	1,489.80
County Facilities- Single Fami	001-0000-208.12-01 CF	8,789.00
School Fee-Commercial & Office	001-0000-208.16-01 SM	388.08
School Fee-Residential Additio	001-0000-208.16-01 SM	5,051.20
Excise Tax- Commercial & Offic	001-0000-301.15-01 H3	377.30
Excise Tax- Residential (/unit	001-0000-301.15-01 H3	3,905.39
Building Permit	001-1501-310.30-01 BF	3,655.15
CA. Title 24 - Energy	001-1501-310.30-01 PL	2,375.85
Electrical Permit	001-1501-310.30-02 EF	731.03
Building Plan Check Fee	001-1501-310.30-07 PC	2,558.61
Technology Surcharge	001-1501-310.30-31 BT	745.65
C1 Gen Fd Constr & Demo Recycl	001-1501-310.36-32 C1	283.60
Permit Streamlining	001-1502-310.30-25 P2	652.44
General Plan Update	001-1502-310.30-26 P3	279.62
C2 SW Fee Constr & Demo Recycl	135-2505-310.36-32 C2	80.00
C3 SW Cost Constr & Demo Recyc	135-2505-310.36-33 C3	6.40
GVRD Single Family Detached /u	137-0000-310.30-20 PA	9,983.00
Transportation- Commercial (/s	203-0000-310.30-15 TF	2,619.54
Transportation- Single-family	203-0000-310.30-15 TF	5,002.53

\*\*\*FEES REQUIRED\*\*\*

FEES:	49,102.59
ADJUSTMENTS:	0.00
TOTAL FEES:	2,558.61

\*\*\*FEES COLLECTED\*\*\*

TOTAL CREDITS:	0.00
TOTAL PAYMENTS:	2,558.61
BALANCE DUE:	46,543.98

06/11/08

PERMIT No: NI07-0025  
 STATUS: PLAN CHECK  
 TYPE: BUILDING  
 PARCEL: 0058071360  
 OCC/USE:  
 APPLICANT: BRASHEAR-ANTHONY SUS.  
 SITE ADDR: 501 SOLANO AVENUE  
 OWNER: BRASHEAR-ANTHONY SUS.  
 CONTRACTOR:  
 DESCRIPTION: PHASE 1 STORAGE UNIT A 19,132 SQ FT (BE)

PROJECT:  
 VALIDATED BY:  
 APPLIED: 12/28/2007  
 ISSUED:  
 FINALED:  
 TO EXPIRE:  
 VALUATION: 660,054.00  
 CONST TYPE: Comm New

Fee Description	Account Code	Amount
SMIP Commercial	001-0000-207.09-34 EQ	138.61
County Facilit.- Warehouse (/	001-0000-208.12-01 CF	3,328.97
<del>School Fee-Commercial &amp; Office</del> <i>Appealed</i>	<del>001-0000-208.16-01 SM</del>	<del>6,887.52</del>
Excise Tax- Commercial & Office	001-0000-301.15-01 H3	6,696.20
Building Permit	001-1501-310.30-01 BF	5,254.62
<del>CA Title 24 - Energy</del> <i>Appealed</i>	<del>001-1501-310.30-01 PL</del>	<del>3,415.50</del>
Electrical Permit	001-1501-310.30-02 EF	1,050.92
Building Plan Check Fee	001-1501-310.30-07 PC	3,678.23
Technology Surcharge	001-1501-310.30-31 BT	1,071.94
C1 Gen Fd Constr & Demo Recycl	001-1501-310.36-32 C1	283.60
Permit Streamlining	001-1502-310.30-25 P2	937.95
General Plan Update	001-1502-310.30-26 P3	401.98
C2 SW Fee Constr & Demo Recycl	135-2505-310.36-32 C2	80.00
C3 SW Cost Constr & Demo Recyc	135-2505-310.36-33 C3	6.40
Transportation- Industrial (/s	203-0000-310.30-15 TF	23,723.68

\*\*\*FEES REQUIRED\*\*\*

FEES:	56,956.12
ADJUSTMENTS:	0.00
TOTAL FEES:	3,678.23

\*\*\*FEES COLLECTED\*\*\*

TOTAL CREDITS:	0.00
TOTAL PAYMENTS:	3,678.23
BALANCE DUE:	53,277.89

PERMIT No: NI07-0026

STATUS: PLAN CHECK  
 TYPE: BUILDING  
 PARCEL: 0058071360  
 OCCUSE:  
 APPLICANT: BRASHEAR-ANTHONY SUS.  
 SITE ADDR: 501 SOLANO AVENUE  
 OWNER: BRASHEAR-ANTHONY SUS.  
 CONTRACTOR:  
 DESCRIPTION: PHASE 1 STORAGE "UNIT B" 3022 SQ FT (BE)

PROJECT:  
 VALIDATED BY:  
 APPLIED: 12/28/2007  
 ISSUED:  
 FINALED:  
 TO EXPIRE:  
 VALUATION: 104,259.00  
 CONST TYPE: Comm New

<u>Fee Description</u>	<u>Account Code</u>	<u>Amount</u>
SMIP Commercial	001-0000-207.09-34 EQ	21.89
County Facilit.- Warehouse (/	001-0000-208.12-01 CF	525.83
<del>School Fee- Commercial &amp; Office</del>	<del>001-0000-208.16-01 SM</del>	<del>1,087.92</del>
Excise Tax- Commercial & Offic	001-0000-301.15-01 H3	1,057.70
Building Permit	001-1501-310.30-01 BF	1,192.27
<del>CA. Title 24 - Energy</del>	<del>001-1501-310.30-01 PL</del>	<del>774.98</del>
Electrical Permit	001-1501-310.30-02 EF	238.45
Building Plan Check Fee	001-1501-310.30-07 PC	834.59
Technology Surcharge	001-1501-310.30-31 BT	243.22
C1 Gen Fd Constr & Demo Recycl	001-1501-310.36-32 C1	283.60
Permit Streamlining	001-1502-310.30-25 P2	212.82
General Plan Update	001-1502-310.30-26 P3	91.21
C2 SW Fee Constr & Demo Recycl	135-2505-310.36-32 C2	80.00
C3 SW Cost Constr & Demo Recycl	135-2505-310.36-33 C3	6.40
Transportation- Industrial (/s	203-0000-310.30-15 TF	3,747.28

\*\*\*FEES REQUIRED\*\*\*

FEES:	10,398.16
ADJUSTMENTS:	0.00
TOTAL FEES:	834.59

\*\*\*FEES COLLECTED\*\*\*

TOTAL CREDITS:	0.00
TOTAL PAYMENTS:	834.59
BALANCE DUE:	9,563.57

06/11/08

PERMIT No: NI07-0027

STATUS: PLAN CHECK  
 TYPE: BUILDING  
 PARCEL: 0058071360  
 OCCUSE:  
 APPLICANT: BRASHEAR-ANTHONY SUS,  
 SITE ADDR: 501 SOLANO AVENUE  
 OWNER: BRASHEAR-ANTHONY SUS,  
 CONTRACTOR:  
 DESCRIPTION: PHASE 1 STORAGE "UNIT C" 20,455 SQ FT (BE)

PROJECT:  
 VALIDATED BY:  
 APPLIED: 12/28/2007  
 ISSUED:  
 FINALED:  
 TO EXPIRE:  
 VALUATION: 705,697.50  
 CONST TYPE: Comm New

<u>Fee Description</u>	<u>Account Code</u>	<u>Amount</u>
SMIP Commercial	001-0000-207.09-34 EQ	148.20
County Facilit.- Warehouse (/	001-0000-208.12-01 CF	3,559.17
<del>School Fee Commercial &amp; Office</del>	<del>001-0000-208.16-01 SM</del>	<del>7,363.80</del>
Excise Tax- Commercial & Offic	001-0000-301.15-01 H3	7,159.25
Building Permit	001-1501-310.30-01 BF	5,525.52
<del>CA Title 24 - Energy</del>	<del>001-1501-310.30-01 PL</del>	<del>3,591.59</del>
Electrical Permit	001-1501-310.30-02 EF	1,105.10
Building Plan Check Fee	001-1501-310.30-07 PC	3,867.86
Technology Surcharge	001-1501-310.30-31 BT	1,127.21
C1 Gen Fd Constr & Demo Recycl	001-1501-310.36-32 C1	283.60
Permit Streamlining	001-1502-310.30-25 P2	986.30
General Plan Update	001-1502-310.30-26 P3	422.70
C2 SW Fee Constr & Demo Recycl	135-2505-310.36-32 C2	80.00
C3 SW Cost Constr & Demo Recyc	135-2505-310.36-33 C3	6.40
Transportation- Industrial (/s	203-0000-310.30-15 TF	25,364.20

\*\*\*FEES REQUIRED\*\*\*

FEES: 60,590.90  
 ADJUSTMENTS: 0.00  
 TOTAL FEES: 3,867.86

\*\*\*FEES COLLECTED\*\*\*

TOTAL CREDITS: 0.00  
 TOTAL PAYMENTS: 3,867.86  
 BALANCE DUE: 56,723.04

Phase 2

JUAN ANTONY

06/27/08

PERMIT No: NI08-0001

STATUS: PENDING  
TYPE: BUILDING  
PARCEL: 0059180160

PROJECT:  
VALIDATED BY:  
APPLIED: 1/2/2008

OCCUSE:  
APPLICANT:  
SITE ADDR: 1328 LEMON STREET  
OWNER: IB PROPERTY HOLDINGS,

ISSUED:  
FINALED:  
TO EXPIRE:  
VALUATION: 886,820.00  
CONST TYPE: Comm New

CONTRACTOR:  
DESCRIPTION: \*\*TEST\*\*27800 SQ FT INDUSTRIAL BUILDING \*\*TEST\*\*

" Unit D "

<u>Fee Description</u>	<u>Account Code</u>	<u>Amount</u>
SMIP Commercial	001-0000-207.09-34 EQ	186.23
County Facilit.-Industrial (/	001-0000-208.12-01 CF	16,151.80
<del>School Fee-Commercial &amp; Office</del> <i>appealed</i>	<del>001-0000-208.16-01 SM</del>	<del>10,008.00</del>
Excise Tax- Commercial & Office	001-0000-301.15-01 H3	9,730.00
Building Permit	001-1501-310.30-01 BF	6,615.14
<del>CA-Title 24 Energy</del>	<del>001-1501-310.30-01 PL</del>	<del>4,299.84</del>
Electrical Permit	001-1501-310.30-02 EF	1,323.03
Mechanical Permit	001-1501-310.30-03 MF	1,653.79
Plumbing Permit	001-1501-310.30-04 PF	1,984.54
Building Plan Check Fee	001-1501-310.30-07 PC	4,630.60
Technology Surcharge	001-1501-310.30-31 BT	1,640.56
C1 Gen Fd Constr & Demo Recycl	001-1501-310.36-32 C1	283.60
Permit Streamlining	001-1502-310.30-25 P2	1,435.49
General Plan Update	001-1502-310.30-26 P3	615.21
C2 SW Fee Constr & Demo Recycl	135-2505-310.36-32 C2	80.00
C3 SW Cost Constr & Demo Recycl	135-2505-310.36-33 C3	6.40
Transportation- Industrial (/s	203-0000-310.30-15 TF	34,472.00

\*\*\*FEES REQUIRED\*\*\*

\*\*\*FEES COLLECTED\*\*\*

FEES:	95,116.23	TOTAL CREDITS:	0.00
ADJUSTMENTS:	0.00	TOTAL PAYMENTS:	0.00
TOTAL FEES:	0.00	BALANCE DUE:	95,116.23

06/27/08

PERMIT No: NI08-0001

STATUS: PENDING  
TYPE: BUILDING  
PARCEL: 0059180160

PROJECT:  
VALIDATED BY:  
APPLIED: 1/2/2008

OCCUSE:  
APPLICANT:  
SITE ADDR: 1328 LEMON STREET  
OWNER: IB PROPERTY HOLDINGS.

ISSUED:  
FINALED:  
TO EXPIRE:  
VALUATION: 886,820.00  
CONST TYPE: Comm New

CONTRACTOR:  
DESCRIPTION: \*\*TEST\*\*27800 SQ FT INDUSTRIAL BUILDING \*\*TEST\*\*

" Unit E "

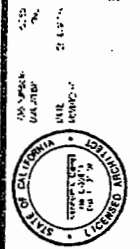
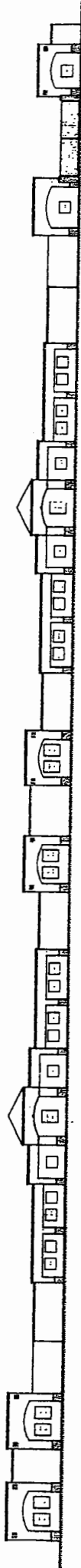
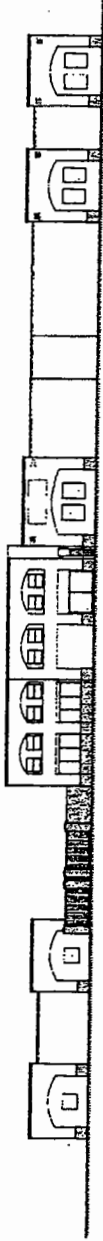
<u>Fee Description</u>	<u>Account Code</u>	<u>Amount</u>
SMIP Commercial	001-0000-207.09-34 EQ	186.23
County Facilit.-Industrial (/	001-0000-208.12-01 CF	16,151.80
<del>School Fee-Commercial &amp; Office</del> <i>appealed</i>	<del>001-0000-208.16-01 SM</del>	<del>10,008.00</del>
Excise Tax- Commercial & Offic	001-0000-301.15-01 H3	9,730.00
Building Permit	001-1501-310.30-01 BF	6,615.14
<del>CA. Title 24 - Energy</del>	<del>001-1501-310.30-01 PL</del>	<del>4,299.84</del>
Electrical Permit	001-1501-310.30-02 EF	1,323.03
Mechanical Permit	001-1501-310.30-03 MF	1,653.79
Plumbing Permit	001-1501-310.30-04 PF	1,984.54
Building Plan Check Fee	001-1501-310.30-07 PC	4,630.60
Technology Surcharge	001-1501-310.30-31 BT	1,640.56
C1 Gen Fd Constr & Demo Recycl	001-1501-310.36-32 C1	283.60
Permit Streamlining	001-1502-310.30-25 P2	1,435.49
General Plan Update	001-1502-310.30-26 P3	615.21
C2 SW Fee Constr & Demo Recycl	135-2505-310.36-32 C2	80.00
C3 SW Cost Constr & Demo Recyc	135-2505-310.36-33 C3	6.40
Transportation- Industrial (/s	203-0000-310.30-15 TF	34,472.00

\*\*\*FEES REQUIRED\*\*\*

\*\*\*FEES COLLECTED\*\*\*

FEES:	95,116.23
ADJUSTMENTS:	0.00
TOTAL FEES:	0.00

TOTAL CREDITS:	0.00
TOTAL PAYMENTS:	0.00
BALANCE DUE:	95,116.23



**ARE Associates, Inc.**  
 25423 Trabuco Road  
 Lake Forest, California  
 949 716-0114  
 www.AREAssociates.com

25423  
 0114

**ANCHOR SELF STORAGE**  
 1050 SONOMA BOULEVARD, VALLJO, CALIFORNIA



Kimley-Horn  
and Associates, Inc.

27 August 2008

Ms. Susan B. Anthony  
900 Carolina Street  
Vallejo, CA 94590

■  
Suite 410  
2000 Crow Canyon Place  
San Ramon, California  
94583

Re: Anchor Self Storage Appeal – Comparison of Trip Generation for  
Light Industrial vs. Mini-Storage

Dear Ms. Anthony:

Thank you for inviting Kimley-Horn and Associates, Inc. to provide traffic and transportation services in relation to the proposed Anchor Self Storage project in Vallejo. At your request, we have reviewed your concern regarding the City of Vallejo's calculation of traffic impact fees and offer the following findings and conclusions.

#### PROJECT UNDESTANDING

It is proposed that a 115,665 square foot mini-storage facility be constructed near the intersection of Sonoma Boulevard and Solano Avenue in Vallejo. The project is located within land designated by the city for industrial development. As a result, the city calculated traffic impact fees based upon an industrial land use and its expected trip generation. That fee was determined to be \$124,398.70.

Because the specific project is a self-serve mini-storage facility, you have requested that Kimley-Horn compare the industrial and mini-storage land uses, and discuss whether the mini-storage project will generate fewer trips and therefore should have a lower traffic impact fee.





## FINDINGS

Trip generation for development projects is typically calculated based on rates contained in the Institute of Transportation Engineer's publication, *Trip Generation, 7th Edition*.<sup>1</sup> *Trip Generation* is a standard reference used by jurisdictions throughout the country for the estimation of trip generation potential of proposed developments.

A trip is defined in *Trip Generation* as a single or one-directional vehicle movement with either the origin or destination at the project site. In other words, a trip can be either "to" or "from" the site. In addition, a single customer visit to a site is counted as two trips (i.e., one to and one from the site).

For purposes of determining the worst-case impacts of traffic on the surrounding street network, the trips generated by a proposed development are typically estimated between the weekday hours of 7:00-9:00 AM and 4:00-6:00 PM. While the project itself may generate more traffic during some other time of the day such as around noon, the peak of "adjacent street traffic" represents the time period when the uses generally contribute to the greatest amount of congestion, with the PM peak commonly being the greatest congestion period. At other times of the day land uses rarely cause additional impacts. For this reason, calculation of project trips discussed in this letter focus on the weekday AM and PM peaks. This methodology is in harmony with the city's standard for the preparation of traffic impact studies. Calculations for weekday daily trips are also included for reference.

It is our understanding that the existing land use for the parcel is industrial. The industrial use is most appropriately classified as General Light Industrial (ITE Land Use 110). Light industrial facilities as defined by ITE "usually employ fewer than 500 persons, they have an emphasis on activities other than manufacturing and typically have minimal office space. Typical light industrial activities include printing, material testing, and assembly of data processing equipment. These are free-standing facilities devoted to a single use."<sup>2</sup>

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<sup>1</sup> *Trip Generation, 7th Edition*, Institute of Transportation Engineers, 2003.

<sup>2</sup> *Ibid.*



The proposed self storage warehouse is most appropriately classified as Mini-Warehouse (ITE Land Use 151). This use, as defined by ITE, comprises "buildings in which a number of storage units or vaults are rented for the storage of goods. They are typically referred to as "self-storage" facilities. Each unit is physically separated from other units, and access is usually provided through an overhead door or other common access point."<sup>3</sup>

Trip generation for a specific land use can be calculated using weighted average trip rates or regression equations. Generally if regression equations are provided in *Trip Generation*, they should be used in calculating project trip generation; however, if the sample data has less than 20 data points; the coefficient of determination ( $R^2$ ) is less than 0.75; or other factors are not satisfied, the regression equations are not recommended.<sup>4</sup> Because the ITE data for General Light Industrial and Mini-Warehouse generally does not meet the criteria, weighted average rate equations were used to calculate trip generation. Table 1 summarizes the expected trip generation for the industrial vs. the mini-warehouse use.

**Table 1 – Trip Generation – General Light Industrial vs. Mini-Warehouse**

ITE Code	Land Use Description	Independent Variable	No. of Units	Weighted Average Trip Rates			Total Trips		
				Weekday			Weekday		
				AM	PM	Daily	AM	PM	Daily
110	General Light Industrial	1,000 Sq Ft	115.665	0.92	0.98	6.97	106	113	806
151	Mini-Warehouse	1,000 Sq Ft	115.665	0.15	0.26	2.5	17	30	289
Net Change							-89	-83	-517
Percent Change							-84%	-73%	-64%

As seen in the table, Mini-Warehouse generates significantly fewer AM, PM and daily trips when compared to an equivalent size General Light Industrial land use. Peak AM trips are 84 percent lower, peak PM trips are 73 percent lower, and weekday daily trips are 64 percent lower.

<sup>3</sup> Ibid.

<sup>4</sup> *Trip Generation Handbook, 2<sup>nd</sup> Edition*, Institute of Transportation Engineers, 2004.



In addition, the number and type of heavy vehicle that are generated by the two land uses are also different.

According to *Trip Generation*, truck trips for Mini-Warehouse typically range from 2 to 15 percent of the weekday traffic at ITE sites surveyed. Furthermore, Kimley-Horn's observations at mini storage facilities indicate that trucks are usually single-unit vehicles similar to U-Haul trucks. Few, if any, are larger vehicles.

Unfortunately, ITE *Trip Generation* does not report a truck vehicle mix for General Light Industrial; however, it does report data on Industrial Park (Land Use 130) which is a related use. Truck trips to industrial parks typically range up to 22 percent at the sites surveyed. Unlike mini-storage facilities, industrial uses frequently attract larger and much heavier vehicles including WB-50 trucks, which cause the greater share of pavement damage on city streets.

## CONCLUSION

The 115,665 square foot self-storage project is proposed to be constructed on land identified for industrial development. A transportation impact mitigation fee of \$124,398.70 was calculated by the city based on typical industrial development; however, the project as proposed is expected to generate significantly fewer vehicle trips during the peak commute periods of the day and on a daily basis. Peak AM trips are 84 percent lower, peak PM trips are 73 percent lower, and weekday daily trips are 64 percent lower. Furthermore, the self storage facility is also expected to attract fewer and lighter trucks than light industrial land uses.



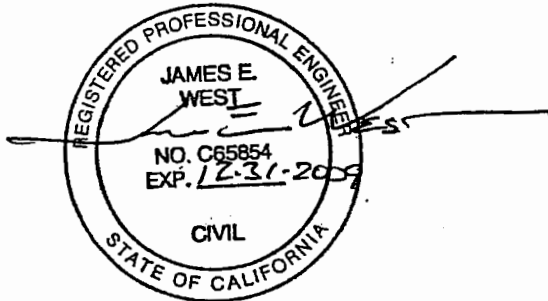
Kimley-Horn  
and Associates, Inc.

Therefore, it is our professional opinion that the industrial and mini-warehouse land uses do not exhibit similar trip generation characteristics, not do they attract similar truck percentages or types. Thus, the mini-warehouse should be assessed differently for purposes of calculating a traffic impact mitigation fee. We recommend that the impact fee of \$124,398.70 be proportionally reduced to between 64 percent and 84 percent in similar proportion to the reduction in vehicle trips generated by the proposed project.

Sincerely yours,  
*KIMLEY-HORN AND ASSOCIATES, INC.*

A handwritten signature in black ink that reads "James E. West".

James E. West, P.E.  
Vice President  
#C65854



## Chapter 3.07

## TRANSPORTATION IMPACT MITIGATION FEE

## Sections:

3.07.010	Findings—Declaration.
3.07.020	Definitions.
3.07.030	Transportation impact mitigation fee.
3.07.040	Alteration of existing structures.
3.07.050	Deposit and use of funds collected.
3.07.055	Annual reports.
3.07.060	Payment of other fees required.
3.07.070	Refunds, in-lieu contributions, credits and exemptions.
3.07.080	Appeals.
3.07.090	Severability.

## 3.07.010 Findings—Declaration.

This chapter shall be known and may be cited as the "transportation impact mitigation fee ordinance." The city council finds that new residential, commercial and industrial development will cause a need for construction of new transportation facilities in the form of new streets, bridges, signals and other improvements to maintain presently existing levels of service. Additionally, new development will require modifications to or improvements in existing transportation facilities to maintain present levels of service. These findings are based on studies, evidence, and analyses before the city council at the adoption of the ordinance codified in this chapter. (Ord. 1102 N.C.(2d) § 1 (part), 1990.)

## 3.07.020 Definitions.

For the purpose of this chapter, the following words and phrases are defined as follows. They shall be construed in such a way unless it is apparent from their use that a different meaning is intended.

A. "Commercial development," as a subcategory of nonresidential development, refers to all nonresidential development that is not encompassed within the definition of industrial development.

B. "Hotel" means any building containing six or more guest rooms intended or designed to be used, or which are used, rented, or hired out to be occupied, or which are occupied for, sleeping purposes by guests.

C. "Industrial development," as a subcategory of nonresidential development, refers to:

1. Nonresidential units developed for industrial use types, i.e., uses that produce goods on site by methods not agricultural or extractive in nature, as described in the zoning ordinance at Section 16.06.150 et seq.; or

2. Agricultural use types, i.e., on-site production of plant and animal products by agricultural methods, as described in the zoning ordinance at Section 16.06.550 et seq.; or

3. Public storage use types, i.e. storage facilities for use by the general public and classified as "mini-warehouse" by the Institute of Traffic Engineers.

D. "Mobile home" means:

1. A vehicle, other than a motor vehicle, designed and equipped to contain one or more dwelling units to be used without a permanent foundation, and which is in excess of eight feet in width and forty feet in length; or

2. A dwelling unit having a permanent foundation system, which is transported to the site; is a minimum twenty feet in width; and was either constructed after September 15, 1971, and has an insignia of approval from the California Department of Housing and Community Development, or constructed after July 1, 1976, and has an insignia of approval from the U.S. Department of Housing and Urban Development.

E. "Motel" means a building or group of buildings containing individual sleeping units, designed for use by automobile tourists or transients, with any garage or parking space conveniently located to each unit.

F. "Multifamily residential" means all residential units developed in the city other than single-family dwellings, hotels, or motels. A mobile home in an exclusive mobile home park or subdivision shall be considered multifamily residential for the purposes of this chapter.

G. "Square foot" or "square feet" means and refers to any such increment of measurement included within the surrounding exterior walls of a building or part of a building, exclusive of vent shafts and courts. It also includes such increments of measurement not provided with surrounding exterior walls but comprising usable area under horizontal projections of roofs or floors above. (Reference: 1988 Uniform Building Code, Section 407.)

H. "Single-family residential" development means one single, detached family residential unit on a legal lot; this definition includes any second family residential units defined in and meeting the requirements of the zoning ordinance.

I. "Unit" refers to an increment of development measured by:

1. Dwellings, in the case of single-family or multi-family residential uses, that are intended to be occupied exclusively by one household;
2. Rooms or suites, in a case of motels and hotels, intended to be used as separate or separable sleeping quarters;
3. A square foot of specified floor space, in the case of nonresidential development. Unit also refers to any new dwellings, rooms, suites or floor area for which payment is due under Section 3.07.040. (Ord. 1537 N.C.(2d) § 1, 2004; Ord. 1137 N.C.(2d) § 1, 1990; Ord. 1102 N.C.(2d) § 1 (part), 1990.)

### **3.07.030 Transportation impact mitigation fee.**

A. The following fees are established to provide required transportation-related acquisitions, improvements, equipment and facilities for the city. These fees shall be due and paid concurrent with approval and issuance of a building permit for a new unit. However, fees for mobile home trailer lots shall be paid at the time mentioned below. Fees will be paid for any new unit, as well as modifications or alterations to existing units that increase the number of units or square footage.

1. Residential Development.
  - a. Single-family residential dwelling units, a fee of four thousand five hundred seventy-one dollars will be paid for each unit; and
  - b. Multifamily residential dwelling units, hotels and motels, a fee of two thousand five hundred seventy-two dollars will be paid for each unit.
2. Nonresidential Development.
  - a. Commercial Development. The fee charged is two dollars and twenty-two cents per square foot; and
  - b. Industrial Development. The fee charged is one dollar and thirteen cents per square foot.
3. Mobile Home Units. Fees for these units are payable either prior to the earlier of:
  - a. State Department of Housing and Community Development plan certification for issuance of a final permit; or
  - b. City municipal water system approval and implementation of water service.
4. The fee established in this section will be automatically adjusted annually by the percentage increase or decrease in the latest "Engineering News Record Construction Costs Index" for the San Francisco Bay Area. The finance director shall compute the annual

adjustment. The first adjustment will be made on July 1, 2006, and on each July 1 of each year thereafter.

B. The city council also may establish other fees to provide funding for required transportation facilities in specific areas of the city. The council may adopt those fees by resolution, and in doing so, will make any findings required by law.

(Ord. 1537 N.C.(2d) § 2, 2004; Ord. 1254 N.C.(2d) § 1, 1992; Ord. 1102 N.C.(2d) § 1 (part), 1990.)

### **3.07.040 Alteration of existing structures.**

The following rules apply regarding payment of the transportation impact mitigation fee upon alteration of existing structures:

A. The transportation impact mitigation fee will be paid when a structure is to be constructed on or moved to premises already containing a structure if such an activity requires a building or other permit; and if the construction or move also adds an additional residential unit or additional square feet of nonresidential use to the stock in the city.

B. Regardless whether a transportation impact mitigation fee has been paid on a completed, existing structure, if it is altered or modified so that additional units or square feet (as appropriate) are added, a new fee shall be paid. The new fee will be charged only for an additional unit or additional square feet.

C. Addition of a room to an existing residential unit does not constitute an alteration triggering an obligation to pay a fee unless such an addition will create a new unit.

(Ord. 1102 N.C.(2d) § 1 (part), 1990.)

### **3.07.050 Deposit and use of funds collected.**

A. Expenditure. Fees in the transportation impact mitigation fee fund account shall be expended only for the facilities the city council identifies by ordinance or resolution. Those fees also shall be expended only to accomplish the purposes for which the fees were collected.

B. Use of Fees. Revenues that the transportation impact mitigation fee generates will be placed in a transportation impact mitigation fee fund and segregated in separate and special accounts under this chapter. Such revenues, along with interest earnings on them, shall be used only for the following purposes:

1. To pay for all direct and indirect costs of design and construction of designated transportation facilities; such expenses include the reasonable costs of internal administration and expenses for outside consultants who

perform studies and other work related to such facilities;

2. To reimburse the city for designated transportation improvement facilities it has constructed with funds borrowed or otherwise obtained from other sources. These funds shall not be used to remedy existing deficiencies in such facilities; however, this does not prohibit use of the fees to upgrade or buy into existing service levels by requiring new development to pay for its pro rata share of such an upgrade or buy-in;

3. To pay for or reimburse the costs of program development and ongoing administration of the transportation impact fee program.

(Ord. 1102 N.C.(2d) § 1 (part), 1990.)

**3.07.055 Annual reports.**

A. The city manager or his/her designee shall report to the city council once each fiscal year pursuant to the provisions of subdivision (b) of Government Code section 66006.

B. The report shall be subject to the provisions of subdivision (d) of Government Code section 66001, to the extent applicable.

C. The report prepared pursuant to subsection A of this section shall be made available to the general public and reviewed by the city council pursuant to the provisions of subdivision (b) of Government Code section 66006.

(Ord. 1537 N.C.(2d) § 3, 2004.)

**3.07.060 Payment of other fees required.**

Notwithstanding any other provision in this chapter, every development is responsible for payment of all other applicable fees and taxes the city has adopted, including but not limited to any other fees or taxes imposed under Title 3 of the Vallejo Municipal Code.

(Ord. 1102 N.C.(2d) § 1 (part), 1990.)

**3.07.070 Refunds, in-lieu contributions, credits and exemptions.**

A. In-lieu Contributions. The amount of any fee otherwise payable under this chapter may be reduced by:

1. The amount of the estimated construction cost of improvements identified upon original adoption of the ordinance codified in this chapter that a developer and the city agree the developer will construct. That offset shall be based upon plans and specifications the developer prepares and the city engineer approves. However, unless the council adopts an appropriate resolution finding that the public welfare merits such action, no in-lieu contributions shall receive recognition if they are required by the city under exercise of its legislative or other authority. If the city and developer agree the developer will construct appropriate improvements, the developer shall enter into an agreement with the city providing for the construction of those improvements; such an agreement will provide adequate security similar to that required under the subdivision ordinance. This provision does not limit the city's right to require construction of improvements that could otherwise be required under its other codes, regulations, or ordinances;

2. If the development occurs within an assessment district, fee benefit area, community facilities district, or otherwise is subject to an assessment, fee or special tax collected specifically to defray costs of providing or constructing improvements identified upon the adoption of the ordinance codified in this chapter, the fee to be collected will be reduced by an amount equal to that portion of the estimated construction cost of the improvements included in assessments, fees or special taxes that the development will contribute. The city engineer will determine the amount of creditable construction costs;

3. In no event shall a developer be entitled to an in-lieu reduction in excess of the fee otherwise payable pursuant to this chapter.

B. Exemptions. The following projects shall be exempt, in whole or part, from the fee otherwise required by this chapter:

1. Capital improvements, buildings, or structures related to general government operations; provided, however, that this subsection shall not create an exemption for private commercial or industrial activities conducted on public lands;

2. Temporary uses less than twelve months in duration. No extension of time shall be permitted;

3. Churches, temples, or other properties used primarily for religious worship;

4. Private and public elementary and secondary schools;

5. Development for which a transportation system management (TSM) program is implemented. Such a program must be implemented by council resolution and may exempt the project only for up to thirty percent of the fees to be paid under this chapter.

C. Refunds. Refunds may be given where:

1. The building permit expires and no extensions have been granted for development for which the fee required under this chapter has been collected. It is provided, however, that the claim for such a refund must be filed no later than one year after the expiration date of the building permit or any extension thereof as may have been approved by the city, as the case may be; or

2. A refund is specifically authorized by resolution of the city council. Any amounts so refunded shall be paid to the then-current record owner or owners of the development on a prorated basis. The city may effect such refunding by direct payment, by providing temporary suspension of fees, or by any other means consistent with the intent of Government Code Section 66001. (Ord. 1102 N.C.(2d) § 1 (part), 1990.)

**3.07.080 Appeals.**

A developer may appeal to the city council any determination made under this chapter. All appeals shall be in a form prescribed by the public works department and be completed in their entirety. Appeals must be filed within fifteen days of the date of either mailing to the developer any written notice of such determination, or actual notice of such determination, whichever is earliest. An appeal that is not filed within such a period shall be deemed waived. If an appeal is made, the city council shall set the matter for hearing within fifty days of the date of the receipt by the city clerk of the notice of appeal. In making its determination on the appeal, the city council shall follow standards set forth in this chapter; and it must find that its decision is consistent with the public health, safety and welfare. (Ord. 1102 N.C.(2d) § 1 (part), 1990.)

**3.07.090 Severability.**

The provisions of this chapter shall not apply to any person, association, corporation or property as to whom or which it is beyond the power of the city to impose the fee herein provided. If any sentence, clause, section or part of this chapter or any fee imposed on any person or entity is found to be unconstitutional, illegal or invalid, such unconstitutionality, illegality or invalidity shall affect only such sentence, clause, section or part of this chapter or person or entity as the case may be, and shall not affect or impair any of the remaining provisions, sentences, clauses, sections or other parts of this chapter, or its effect on other persons or entities. It is declared to have



3.07.090

been the intention of the city council that this chapter would have been adopted had such unconstitutional, illegal or invalid sentence, clause, section or part of this chapter not been included herein; or had such person or entity been expressly exempted from the application of this chapter. To this end, the provisions of this chapter are severable. (Ord. 1102 N.C.(2d) § 1 (part), 1990.)

## Land Use: 151 Mini-Warehouse

### Description

Mini-warehouses are buildings in which a number of storage units or vaults are rented for the storage of goods. They are typically referred to as "self-storage" facilities. Each unit is physically separated from other units, and access is usually provided through an overhead door or other common access point.

### Additional Data

Truck trips accounted for 2 to 15 percent of the weekday traffic at the sites surveyed.

Vehicle occupancy ranged from 1.2 to 1.9 persons per automobile on an average weekday.

Peak hours of the generator —

The weekday p.m. peak hour was between 1:00 p.m. and 5:00 p.m. The Saturday peak hour was between 12:00 noon and 1:00 p.m. The Sunday peak hour was between 1:00 p.m. and 4:00 p.m.

The sites were surveyed from 1979 to 2002 in California, Colorado and New Jersey.

### Source Numbers

113, 212, 403, 551, 568



**CITY COUNCIL COMMUNICATION**  
**REDEVELOPMENT AGENCY BOARD COMMUNICATION**

Date: September 16, 2008

TO: Mayor and Members of City Council  
Chairman and Members of the Redevelopment Agency

FROM: Craig Whittom, Assistant City Manager / Community Development *W*  
Susan McCue, Economic Development Program Manager *SME*

SUBJECT: Amendment to Vallejo Yacht Club Lease and Seawall Replacement/Harbor Expansion and Lease between the City and Redevelopment Agency for the Public Trust Harbor Area

BACKGROUND & DISCUSSION

The Vallejo Yacht Club has requested an amendment to their Lease between the Redevelopment Agency of the City of Vallejo ("RDA") and the Vallejo Yacht Club ("VYC"), dated January 6, 1967, which will allow for the needed replacement and proposed relocation of the deteriorated seawall, 90 feet west of the existing seawall, to improve navigation in the 107 year-old harbor.

Proposed Terms of Lease Amendment:

Premises	6.5 Acres
Permitted Use	Yacht Club and Harbor
Term of Lease	December 14, 2065 (76½ yr term)
Annual Rent	\$10,239 paid annually in advance
Expenses	VYC pays all operating and capital costs
Maintenance Covenant	Fully responsible to maintain premises for term of lease

The scope of the project will include the replacement of the 75 year-old seawall, currently constructed of creosoted, pressure-treated wood planks and pilings, with a new steel and concrete seawall. The current seawall is damaged and deteriorating due to age, exposure to the marine environment and wave action (see enclosed photographs). The cost of the proposed harbor seawall replacement and expansion is estimated at \$2.0 to \$2.5 million, with dredging estimated at \$200,000 to \$250,000, to be funded and managed entirely by the VYC.

The VYC will be responsible for the design, engineering and permitting of this work, which requires approvals from the City and the following organizations: Bay Conservation and Development Commission, Bay Area Water Quality Control Board, National Oceanic & Atmospheric Association, California Fish & Game; Environmental Protection Agency and Army Corps of Engineers.

To facilitate the replacement project, the City will need to lease an additional 90 feet of Public Trust property to the Redevelopment Agency (this 90 feet lies just west of the existing seawall). In turn, the RDA will be required to amend the existing VYC lease. Before VYC can

proceed with construction of the improvements, they must secure all required permits and provide evidence of financing.

Fiscal Impact:

Expansion of the VYC harbor generates no cost to the City of Vallejo and RDA, yet will generate a \$2,505 annual increase in lease revenue to the RDA which will be subject to an annual CPI increase throughout the term of the lease. The rents collected through the RDA lease are restricted for maintenance of the Public Trust Lands and Tide Lands – these funds are not General Fund . The seawall improvements will increase the value of the property which will revert back to the RDA at the end of the term, as well as provide “near-term” improvements to the Yacht Club, benefiting the Marina as a whole. The capital improvements being performed by the Vallejo Yacht Club are expected to cost an estimated \$2 - \$2.5 million and have a life expectancy of 50 – 75 years.

Community Impact

In addition to VYC’s on-going the membership activities, various community activities are supported by the harbor year-round:

- ✓ Learn to Sail and Junior Sailing Program
- ✓ Meeting space for the U.S. Coast Guard Auxiliary
- ✓ U.S. Power Squadron
- ✓ Boating Educational Programs
- ✓ Destination for various sail-in events with a positive economic impact, e.g., Vallejo Race, Single Handed Sailing Society, etc...
- ✓ Learn to Sail and Kayak program for Girl Scouts

RECOMMENDATION

That the City Council adopt the resolution authoring the City Manager to execute a lease for the 90 feet of Public Trust property west of the existing VYC seawall with the Redevelopment Agency. Staff also recommends that the Redevelopment Agency adopt a resolution authorizing the Executive Director to execute a Fourth Amendment to Indenture of Lease with the Vallejo Yacht Club and the Lease with the City of Vallejo.

ALTERNATIVES CONSIDERED

If the City and Redevelopment Agency did not authorize the expansion, VYC could only repair the existing seawall. However, by expanding into the harbor, VYC will align the seawall with the City’s Marina seawall, improve navigation of the harbor and Napa River and allow for installation of a maintainable silt collection basin at the entrance to the VYC harbor and enclosure of the “small boat” dock within the harbor.

ENVIRONMENTAL REVIEW

An Initial Study and Adoption of a Mitigated Negative Declaration was completed by the City's Planning Division in response to an application submitted by the YYC for their proposal to construct a new seawall at the Vallejo Yacht Club. The Mitigated Negative Declaration was made available to the public for review on June 23, 2008 for a 30-day review period and sent to the State Clearinghouse on August 1, 2008 for an additional 30 day review period. No comments were received from the public regarding the proposal to construct a new seawall and the Planning Division staff adopted a Mitigated Negative Declaration and issued a Site Development Permit for the construction of the seawall on September 2, 2008. The City Council and Redevelopment Agency does not need to undertake any further environmental review under the California Environmental Quality Act ("CEQA") to adopt the proposed resolutions.

PROPOSED ACTION

City Council: Adopt a resolution authorizing the City Manager to execute a lease for 90 feet of Public Trust property west of the VYC seawall with the Redevelopment Agency.

Redevelopment Agency; Adopt a resolution authorizing the Executive Director to execute the Lease with the City of Vallejo and a Fourth Amendment to Indenture of Lease with the Vallejo Yacht Club.

DOCUMENTS ATTACHED

Attachment A	City Council Resolution
Attachment B	Redevelopment Agency Resolution
Attachment C	Notice of Determination
Attachment D	Lease between the City of Vallejo and Redevelopment Agency
Attachment E	Fourth Amendment to Indenture of Lease between the Vallejo Yacht Club and Redevelopment Agency
Attachment F	Expanded Harbor Area – Site Plan
Attachment G	Photographs of Existing Seawall

CONTACT: Steve England, Real Property and Asset Manager  
649-4848 or [sengland@ci.vallejo.ca.us](mailto:sengland@ci.vallejo.ca.us)

Susan McCue, Economic Development Program Manager  
553-7283 or [smccue@ci.vallejo.ca.us](mailto:smccue@ci.vallejo.ca.us)

September 16, 2008

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RESOLUTION NO. \_\_\_\_\_ N.C.

**RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE CITY  
MANAGER TO EXECUTE A LEASE WITH THE REDEVELOPMENT  
AGENCY OF THE CITY OF VALLEJO FOR 90 FEET OF PUBLIC TRUST  
LAND**

BE IT RESOLVED by the City of Vallejo as follows:

WHEREAS, the Vallejo Yacht Club, a non-profit organization, has requested that the Redevelopment Agency of the City of Vallejo execute a Fourth Amendment to Indenture of Lease with the Redevelopment Agency of the City of Vallejo for the purpose of relocating and constructing a new seawall in the Public Trust area controlled by the City; and

WHEREAS, the lease and subsequent amendments from 1963 through the present between the City and Redevelopment Agency have been amended to correct identification and vesting of interests between the City, Redevelopment Agency and Vallejo Yacht Club; and

WHEREAS, the City of Vallejo will lease the expanded harbor area to the Redevelopment Agency through the term of the Vallejo Yacht Club lease; and

WHEREAS, the City of Vallejo shall have no liability for costs incurred by the Vallejo Yacht Club for the completion and maintenance of said improvements; and

WHEREAS, a Mitigated Negative Declaration has been adopted on September 2, 2008 by the City's Planning Division staff for this Seawall project.

NOW, THEREFORE, BE IT RESOLVED, that the City Manager is authorized to execute a Lease on behalf of the City with the Redevelopment Agency to facilitate the expansion and construction of the new seawall by the Vallejo Yacht Club.

BE IT FURTHER RESOLVED, that the City Manager or his designee are hereby authorized to execute any other document or instrument and take any additional action that does not require expenditure of City funds as may be necessary to carry out the purpose of this Resolution.

Notice of Determination

Appendix D

To:

Office of Planning and Research
For U.S. Mail: Street Address:
P.O. Box 3044 1400 Tenth St.
Sacramento, CA 95812-3044 Sacramento, CA 95814

County Clerk

County of: Solano
Address: 675 Texas St. Suite 1900
Farfield, CA 94533

From:

Public Agency: City of Vallejo Planning Division
Address: 555 Santa Clara St.
Vallejo, CA 94590
Contact: Doug Zanini, Contract Planner
Phone: 707 648 4326

Lead Agency (if different from above):

Address:
Contact:
Phone:

SUBJECT: Filing of Notice of Determination in compliance with Section 21108 or 21152 of the Public Resources Code.

State Clearinghouse Number (if submitted to State Clearinghouse): 2008082005

Project Title: Vallejo Yacht Club Breakwater Replacement Project (SD08-0006)

Project Location (include county): 485 Mare Island Way, Vallejo, CA 94591, Solano County

Project Description:

The existing degraded 894-foot long timber breakwater would be removed and replaced with a new 1,355-foot long steel sheet pile breakwater extending out about 80 feet to create a larger harbor; the outer face of the new alignment would be approximately in line with the outer face of the adjacent Vallejo Municipal Marina breakwater. The sheet piles would be installed to a minimum of 30 feet below the existing mud line.

This is to advise that the City of Vallejo Planning Division has approved the above described project on
Lead Agency or Responsible Agency

September 2, 2008 and has made the following determinations regarding the above described project:
(Date)

- 1. The project [ ] will [X] will not have a significant effect on the environment.
2. [ ] An Environmental Impact Report was prepared for this project pursuant to the provisions of CEQA.
[X] A Negative Declaration was prepared for this project pursuant to the provisions of CEQA.
3. Mitigation measures [ ] were [ ] were not made a condition of the approval of the project.
4. A mitigation reporting or monitoring plan [X] was [ ] was not adopted for this project.
5. A statement of Overriding Considerations [ ] was [X] was not adopted for this project.
6. Findings [X] were [ ] were not made pursuant to the provisions of CEQA.

This is to certify that the final EIR with comments and responses and record of project approval, or the negative Declaration, is available to the General Public at: 555 Santa Clara St. Vallejo, CA 94590

Signature (Public Agency) [Signature] Title Contract Planner
Date September 2, 2008 Date Received for filing at OPR

**EXHIBIT B**

Form of Expansion Premises Lease Between  
City of Vallejo and Redevelopment Agency of the City of Vallejo

**LEASE**

**By and Between**

CITY OF VALLEJO,  
a California municipal corporation

**("Landlord")**

**and**

REDEVELOPMENT AGENCY OF THE CITY OF VALLEJO,  
a public body, corporate and politic

**("Tenant")**



**LEASE AGREEMENT**  
**FOR YACHT CLUB EXPANSION PREMISES**

**BASIC LEASE INFORMATION**

1. Landlord: City of Vallejo  
555 Santa Clara Street  
Vallejo, CA 94590  
Phone: (707) 648-4575  
Facsimile: (707) 648-4426  
Attn: City Manager
  
2. Tenant: Redevelopment Agency of City of Vallejo  
555 Santa Clara Street  
Vallejo, CA 94590  
Phone: (707) 648-4575  
Facsimile: (707) 648-4426  
Attn: Executive Director
  
3. Premises: An approximately 83,520 square foot portion of that certain real property located in the City of Vallejo, Solano County, California as depicted and legally described in **Exhibit A** attached hereto.
  
4. Permitted Uses: Yachting and boating and for the promotion of commerce, navigation and fishery.
  
5. Term: \_\_\_\_\_ years commencing as of \_\_\_\_\_  
("Commencement Date").
  
6. Rent: The rent shall be \$1.00 for the Term.

The Basic Lease Information set forth above and the Exhibits attached hereto are incorporated into and made a part of the following Lease. Each reference in this Lease to any of the Basic Lease Information shall mean the respective information above and shall be construed to incorporate all of the terms provided under the particular Lease section pertaining to such information. In the event of any conflict between the Basic Lease Information and the provisions of the Lease, the latter shall control.

LANDLORD'S INITIALS \_\_\_\_\_

TENANT'S INITIALS \_\_\_\_\_

## LEASE AGREEMENT

### FOR YACHT CLUB EXPANSION PREMISES

This lease agreement ("Lease") is effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2008 ("Effective Date"), by and between the City of Vallejo, a municipal corporation in the County of Solano, State of California ("Landlord" or "City"), and Redevelopment Agency of the City of Vallejo, a public body, corporate and politic ("Tenant" or "Agency").

### RECITALS

A. Pursuant to Chapter 588 of the Statutes of 2004, State of California (Senate Bill No. 1481), the State of California has granted to City for public trust purposes all right, title and interest of the State of California in and to the Premises.

B. Agency and City desire that City lease the premises to the Agency for the purposes and on the terms set forth herein.

### AGREEMENT

NOW, THEREFORE, for good and valuable consideration and in consideration of the mutual covenants, terms, conditions and restrictions contained herein, the parties hereto agree as follows:

1. Lease of Premises. City hereby leases to Agency, and Agency hereby leases from City, the Premises. City hereby grants to Agency rights of ingress and egress to the Premises, together with all rights of access therein.

2. Term and Termination.

A. Term. The Term of this Lease shall be as set forth in Item 5 of the Basic Lease Information, and shall commence on the Commencement Date.

B. Default. In the event of the occurrence of a Default by either party, the non-defaulting party shall have the right to give written notice to the defaulting party which states the Default and the non-defaulting party's intention to terminate. The defaulting party shall have a period of forty-five (45) days to cure such stated Default ("Cure Period"). If the defaulting party fails or delays to cure the Default or does not commence to cure, correct or remedy such failure or delay upon the expiration of the Cure Period, this Lease shall terminate. Except as otherwise provided herein, neither party shall have any further rights or liability upon termination of this Lease. "Default" refers to a material breach of either party's obligations or covenants under this Lease.

3. Rent. Rent under this Lease shall be One Dollar (\$1.00) for the Term, including all extensions thereto, receipt of which is hereby acknowledged by Landlord.

4. Alterations.

A. Condition of Premises. The Premises is being leased to Agency in its current, existing, "as is" condition.

B. Improvements. Any improvements or alterations constructed by Agency or on Agency's behalf therein are referred to in this Lease as "Improvements" and shall be the Property of the Agency.

5. Use. The Premises shall be used for the permitted uses set forth in Item 4 of the Basic Lease Information.

6. Utilities.

A. Utilities and Services. Agency shall be responsible for contracting for all utilities on the Premises.

B. Conservation and Use Policies. In the event of imposition of federal, state, or local governmental controls, rules, regulations, or restrictions on the use or consumption of energy or other utilities during the Term, both Agency and City shall be bound thereby.

7. Damage and Destruction. If, during the Term, the Improvements are totally or partially destroyed from any cause rendering the Premises totally or partially inaccessible or unusable, then City shall have the right, in its sole discretion, to either (i) repair such damage, or (ii) terminate this Lease by giving thirty (30) days prior written notice to the Agency.

8. Eminent Domain. If any portion of the Premises is permanently taken by condemnation, the Agency can elect to terminate this Lease by giving thirty (30) days prior written notice to Landlord.

9. Assignment And Subletting. Agency shall not assign, sublet or otherwise transfer this Lease, the Premises or any part thereof, without City's prior written approval, which shall not be unreasonably withheld.

10. Non-Liability of Agency and City. Agency and City agree that neither City nor Agency and each of their elected officials, employees, volunteers, contractors, agents and representatives shall not be liable for any claims or damages arising, directly or indirectly, from this Lease.

11. Miscellaneous.

11.1 Entire Agreement. This Lease sets forth all the agreements between Landlord and City concerning the Premises and the Improvements and there are no agreements either oral or written other than as set forth herein.

11.2 Attorneys' Fees. In any action or proceeding which either party brings against the other to enforce its rights hereunder, the unsuccessful party shall pay all costs incurred by the prevailing party, including reasonable attorneys' fees, which amounts shall be a

part of the judgment in said action or proceeding.

11.3 Severability. If any provision of this Lease or the application of any such provision shall be held by a court of competent jurisdiction to be invalid, void or unenforceable to any extent, the remaining provisions of this Lease and the application thereof shall remain in full force and effect and shall not be affected, impaired or invalidated.

11.4 Successors and Assigns. This Lease shall be binding upon and inure to the benefit of the successors and assigns of Agency and City, respectively.

11.5 Agency, Partnership or Joint Venture. Nothing contained herein nor any acts of the parties hereto shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture by the parties hereto or any relationship other than the relationship of Landlord and City.

11.6 No Consent to Development. Nothing contained herein nor any acts of the City is intended nor shall be deemed or construed to be any city consent to or approval of development of the Property, including subdivision and zoning matters.

11.7 Interpretation. The titles to the sections of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part of this Lease. As used in this Lease, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others where and when the context so dictates. The word "including" shall be construed as if followed by the words "without limitation." This Lease shall be interpreted as though prepared jointly by both parties.

11.8 Waiver. No waiver of any default or breach hereunder shall be implied from any omission to take action on account thereof, notwithstanding any custom and practice or course of dealing. No waiver by either party of any provision under this Lease shall be effective unless in writing and signed by such party. No waiver shall affect any default other than the default specified in the waiver and then such waiver shall be operative only for the time and to the extent therein stated. Waivers of any covenant shall not be construed as a waiver of any subsequent breach of the same.

11.9 Notices. Formal written notices, demands, correspondence and communications between City and Landlord shall be sufficiently given if: (a) personally delivered; or (b) dispatched by next day delivery by a reputable carrier such as Federal Express to the offices of City and Landlord indicated below, provided that a receipt for delivery is provided; or (c) if dispatched by first class mail, postage prepaid, to the offices of City and Landlord indicated below. Such written notices, demands, correspondence and communications may be sent in the same manner to such persons and addresses as either party may from time-to-time designate by next day delivery or by mail as provided in this section.

City: City of Vallejo  
555 Santa Clara Street  
Vallejo, CA 94590  
Phone: (707) 648-4575

Facsimile:(707) 648-4426  
Attn: City Manager

with a copy to: Office of the City Attorney  
City of Vallejo  
555 Santa Clara Street  
P.O. Box 3068  
Vallejo, CA 94590  
Attn: City Attorney

Agency: Redevelopment Agency of City of Vallejo  
555 Santa Clara Street  
Vallejo, CA 94590  
Phone: (707) 648-4575  
Facsimile: (707) 648-4426  
Attn: Executive Director

with a copy to: Office of the City Attorney  
City of Vallejo  
555 Santa Clara Street  
P.O. Box 3068  
Vallejo, CA 94590  
Attn: City Attorney

Notices delivered by deposit in the United States mail as provided above shall be deemed to have been served two (2) business days after the date of deposit if addressed to an address within the State of California, and three (3) business days if addressed to an address within the United States but outside the State of California.

11.10 Governing Law; Venue. This Lease shall be construed and enforced in accordance with the laws of the State of California, without reference to choice of law provisions. Any legal actions under this Lease shall be brought only in the Superior Court of the County of Solano, State of California.

11.11 Authority. Each party executing this Lease on behalf of a party represents and warrants that such person is duly and validly authorized to do so on behalf of the entity it purports to bind and if such party is a partnership, corporation or trustee, that such partnership, corporation or trustee has full right and authority to enter into this Lease and perform all of its obligations hereunder.

11.12 Time is of the Essence. Time is of the essence of this Lease and of each and every term and condition hereof.

11.13 Counterparts. This Lease may be executed in counterparts.

IN WITNESS WHEREOF, City and Agency have executed this Lease through their duly authorized officers effective as of the date and year first above written.

CITY OF VALLEJO,  
municipal corporation

REDEVELOPMENT AGENCY OF THE a  
CITY OF VALLEJO ,  
a public body, corporate and politic

By: \_\_\_\_\_  
Name: Joseph M. Tanner  
Its: City Manager

By: \_\_\_\_\_  
Name: Joseph M. Tanner  
Its: Executive Director

ATTEST:

\_\_\_\_\_  
Mary Ellsworth, Interim City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Frederick G. Soley  
City Attorney

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Craig Whittom  
Assistant City Manager/ Community Development Director

APPROVED AS TO INSURANCE REQUIREMENTS:

\_\_\_\_\_  
Harry B. Maurer  
Interim Risk Manager

ACKNOWLEDGMENT

State of California

County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_,  
*(here insert name and title of the officer)*

personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

State of California

County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_,  
*(here insert name and title of the officer)*

personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

**EXHIBIT C**

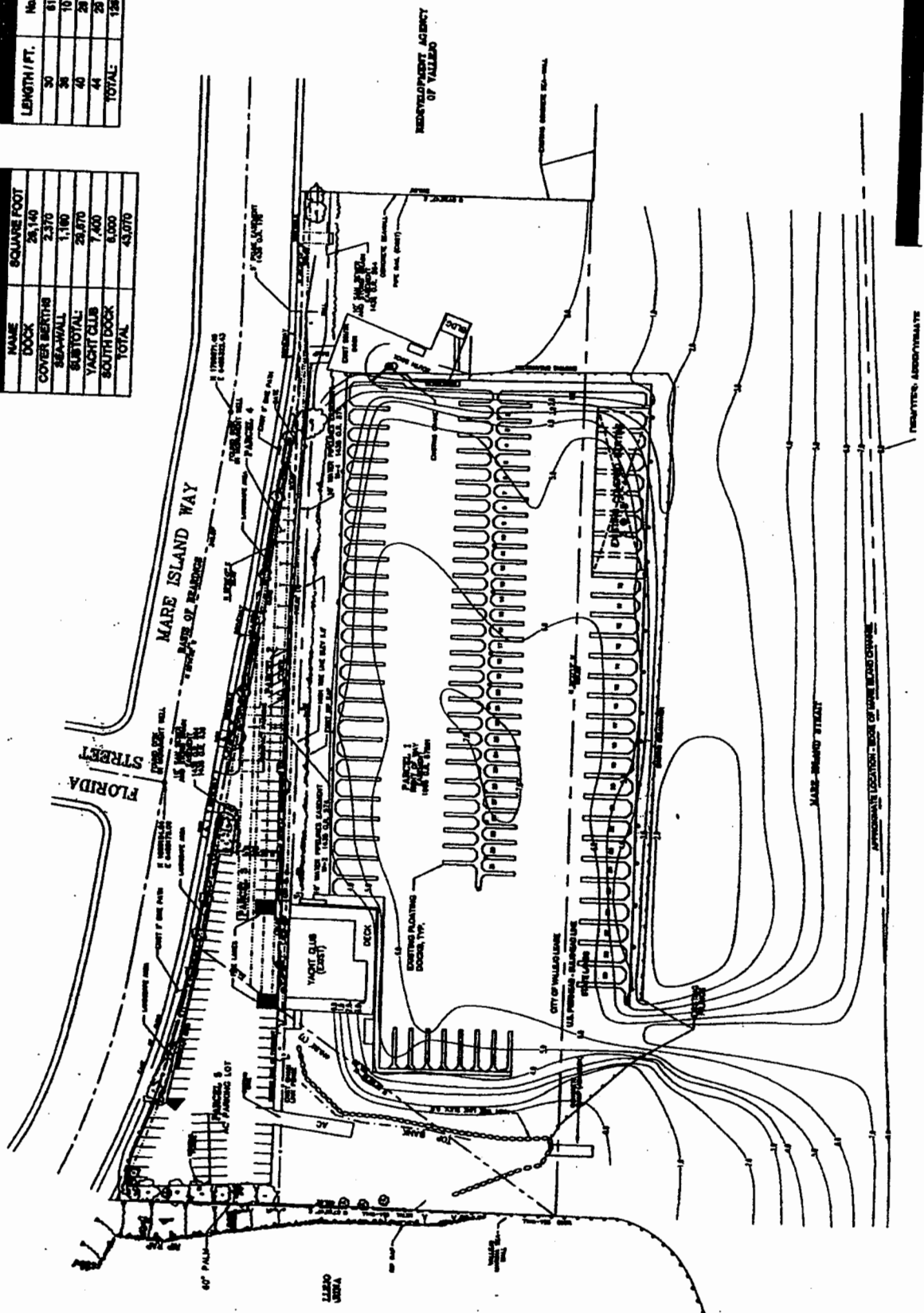
Diagram of Expansion Premises



# EXHIBIT C CURRENT HARBOR AREA

NAME	SQUARE FOOT	LENGTH / FT.	No.	TOTAL LENGTH / FT.
DOCK	26,140	30	61	1,830
COVER BERTHS	2,370	36	10	360
SEA-WALL	1,160	40	28	1,040
SUBTOTAL	29,670	44	28	1,270
YACHT CLUB	7,400	44	28	1,270
SOUTH DOCK	6,000		128	4,200
TOTAL	43,070			

NAME	SQUARE FOOT
DOCK	26,140
COVER BERTHS	2,370
SEA-WALL	1,160
SUBTOTAL	29,670
YACHT CLUB	7,400
SOUTH DOCK	6,000
TOTAL	43,070



## EXHIBIT D

### Description of Expansion Premises

All of that certain real property situate in the City of Vallejo, County of Solano, State of California, described as follows:

Portion of Mare Island Strait lying adjacent to the boundaries of the Marina Vista Project as said Project is shown on that certain Record of Survey entitled, "The Marina Vista Project", the Redevelopment Agency of the City of Vallejo, Solano County, California", etc., filed in the office of the County Recorder in the County of Solano, State of California, on November 19, 1963 in Book 8 of Surveys page 61 as Instrument No. 30670, more particularly described as follows:

Beginning at the Northwesterly corner of the Marina Vista Project as said project is shown an that certain Record of Survey entitled, "The Marina Vista Project", the Redevelopment Agency of the City of Vallejo, California, etc., filed in the office of the County Recorder in the County of Solano, State of California, on November 18, 1963 in Book 8 of Surveys page 61 as instrument No. 30670, said point also being on the U.S. Pierhead and Bulkhead line on the Easterly side of Mare Island Strait, said point having a Northing of 589,327.67, and an Easting of 1,491,734.82, as shown on said map; thence along said U.S. Pierhead and Bulkhead line, South 32 degrees 37' 13" East 927.88 feet; thence South 37 degrees 22' 47" West 160.00 feet; thence North 32 degrees 37' 13" West 927.88 feet; thence North 37 degrees 22' 47" East 160.00 feet, to the point of beginning. Consisting of 148,161 square feet (3.41 acres of land), more or less.

## EXHIBIT E

### Work Letter

This Work Letter ("**Work Letter**") is entered into as of \_\_\_\_\_, 2008, by and between the REDEVELOPMENT AGENCY OF THE CITY OF VALLEJO, a public body, corporate and politic ("**Lessor**"), and VALLEJO YACHT CLUB, INC., a California non-profit, public benefit corporation ("**Lessee**"). Concurrently with the execution of this Work Letter, Lessor and Lessee have entered into that certain Fourth Amendment to Indenture of Lease (Yacht Club) dated \_\_\_\_\_, 2008 (the "**Amendment**"), of which this Work Letter is a part, covering certain premises in the City of Vallejo, County of Solano, California ("**Expansion Premises**"), as more particularly described in the Amendment. Capitalized terms used but not defined in this Work Letter shall have the meaning given to them in the Amendment. Lessor and Lessee agree as follows:

1. Expansion Plan. Lessor and Lessee have caused an expansion plan ("**Expansion Plan**") to be prepared for the Expansion Premises which provides for the demolition of or the alteration of to permit the continued use of the existing approximately the 900 foot sea wall currently located on the City Premises and, in its place, construction of an approximately 927 foot New Sea Wall and other ancillary work. The Expansion Plan is attached as Attachment No. 1 to this Work Letter. Lessor and Lessee have approved the Expansion Plan.

2. Lessee Improvements. "**Lessee Improvements**" shall mean the work shown on the Lessee Improvement Plans described in Section 3, below.

3. Lessee Improvement Plans. Lessee shall cause its architect to convert the Expansion Plan into final working drawings and specifications ("**Architectural Plans**") consistent with the approved Expansion Plan and sufficiently detailed to support an application for all permits required to perform the Lessee Improvements. Lessee shall also retain engineering consultants, approved by Lessor ("**Engineers**"), to prepare all plans and engineering working drawings relating to the New Seawall and any other structural and life safety work of the Lessee Improvements ("**Engineering Plans**"). The Architectural Plans and Engineering Plans are collectively referred to herein as the "**Lessee Improvement Plans**". Lessee shall submit the Lessee Improvement Plans to Lessor for Lessor's approval, which approval will not be unreasonably withheld, conditioned or delayed. Within thirty (30) days of Lessee's submittal to Lessor, Lessor will either approve or disapprove the plans and specifications. This procedure shall be repeated until the Lessee Improvement Plans are approved by Lessor. Approved Lessee Improvement Plans are not a representation by Lessor that they are in compliance with the requirements of governing authorities, and it shall be Lessee's responsibility, at Lessee's sole cost, to obtain any and all permits, approvals and permissions for or related to all work of Lessee Improvements, including demolition and building permits, and satisfy all applicable requirements of the Bay Conservation and Development Commission, the California State Lands Commission, the Federal Transit Authority, and

all other governmental agencies or commissions exercising jurisdiction over the Premises. No changes to the approved Lessee Improvement Plans shall be made without the written consent of Lessor, which consent shall not be unreasonably delayed, conditioned or withheld.

4. Construction of Lessee Improvements. Lessee shall, at Lessee's sole cost and expense, construct or cause the construction of all work necessary to improve the Expansion Premises in accordance with the Expansion Plan and the Lessee Improvement Plans and the following requirements:

(a) All of the work of Lessee Improvements shall be strictly in accordance with the approved Lessee Improvement Plans and all governing laws, codes and ordinances including, but not limited to, the Americans with Disabilities Act of 1990 ("ADA"), and any amendments to the ADA, as well as all other applicable laws regarding access to, employment of and service to individuals covered by the ADA. Lessee shall post all required permits at the Premises prior to commencement of construction.

(b) Lessee shall provide Lessor with the name, address and other contact information for its general contractor and subcontractors engaged to perform any substantial portion of the work of Lessee Improvements. Before beginning any work, Lessee shall furnish Lessor with evidence that Lessee's general contractor has fulfilled the following insurance requirements and shall maintain, at no expense to Lessor:

(i) Worker's Compensation with statutory limits and Employer's Liability Insurance with limits of not less than \$100,000.

(ii) Commercial General Liability Insurance with limits of not less than \$2,000,000 combined single limit for bodily injury and property damage, including personal injury and Contractor's Protective Liability coverage if contractor will use subcontractors.

(iii) Motor Vehicle Liability Insurance with limits of not less than \$250,000 per person, \$500,000 per accident for bodily injury and \$100,000 for property damage.

(c) Lessee's general contractor shall name Lessor and City and the City/Agency Parties as additional insured(s) on its Commercial General Liability and Motor Vehicle Liability Insurance. Certificates evidencing the above insurance must be furnished to Lessor before the contractor commences work. Insurance carriers must be licensed to do business in California.

(d) All work performed by Lessee shall be performed so as to present as clean and orderly a project area as possible.

(e) Lessee shall be responsible for paying when due all planning costs, permit fees and all other costs of the Lessee Improvements.

5. Mechanics Liens. Before commencing any of the Lessee Improvements work, Lessee shall give Lessor at least fifteen (15) business days' written notice of the proposed commencement of such work (which notice shall include the statement "Notices of Non-Responsibility to be Posted by Lessor" in at least 12-point type) and shall, if required by Lessor, secure at Lessee's sole cost and expense, a completion and lien indemnity bond, satisfactory to Lessor, for said work. Lessee shall not permit any mechanic's, materialmen's or other liens to be filed against all or any part of the Premises, nor against Lessee's leasehold interest in the Premises, by reason of or in connection with the work of Lessee Improvements or other work contracted for or undertaken by Lessee or any other act or omission of Lessee or any Lessee Parties. Lessee shall, at Lessor's request, provide Lessor with enforceable, conditional and final lien releases (and other reasonable evidence reasonably requested by Lessor to demonstrate protection from liens) from all persons furnishing labor and/or materials with respect to the work of Lessee Improvements. Lessor shall have the right at all reasonable times to post on the Premises and record any notices of non-responsibility which it deems necessary for protection from such liens. If any such lien is filed, Lessee shall, at its sole cost, immediately cause such lien to be released of record or bonded so that it no longer affects title to the Premises or any portion thereof. If Lessee fails to cause such lien to be so released or bonded within ten (10) days after filing thereof, Lessor may, without waiving its rights and remedies based on such breach, and without releasing Lessee from any of its obligations, cause such lien to be released by any means it shall deem proper, including payment in satisfaction of the claim giving rise to such lien. Lessee shall pay to Lessor within five (5) days after receipt of invoice from Lessor, any sum paid by Lessor to remove such lien, together with interest at the lesser of eight percent (8%) per annum or the highest rate allowed by law from the date of such payment by Lessor.

6. Security. Lessee shall at all times guarantee Lessee's performance of this Work Letter by furnishing to Lessor good and sufficient security acceptable to the Lessor on forms approved by Lessor and by maintaining said security for the purposes and in the amounts as follows:

(a) Performance Bond or security acceptable to Lessor in the amount of one hundred fifty percent (100%) of the estimated cost of the Lessee Improvements to guarantee construction and installation of all the Lessee Improvements; and

(b) Payment Bond or security acceptable to Lessor in the amount of one hundred fifty percent (100%) of the estimated cost of the Lessee Improvements to secure payment to any contractor, subcontractor, persons renting equipment, or furnishing labor and materials for the Lessee Improvements required to be constructed or installed pursuant to this Work Letter.

(c) The securities required by this Work Letter shall be kept on file with the Lessor. The amount of the security shall be as described herein above. All bonds shall be issued by a surety duly authorized to do business in the State of California. If any security is replaced by another approved security, the replacement shall be filed with the Lessor and, upon filing, shall be deemed to be part of and incorporated into this Work Letter and upon filing of the replacement security with the Lessor, the former

security may be released. Lessee shall obtain Lessor's written approval in advance of any such replacement of security and release of former security.

7. Representatives. Lessor hereby appoints Steve England as Lessor's representative to act for Lessor in all matters covered by this Work Letter ("**Lessor's Construction Representative**"). Lessee hereby appoints the Chairman of the Vallejo Seawall Committee, or his or her designee, as Lessee's representative to act for Lessee in all matters covered by this Work Letter ("**Lessee's Construction Representative**"). Lessor shall be entitled to rely upon consents or approvals from Lessee's Construction Representative in all matters concerning plans and construction as if the consents and approvals had been given directly by Lessee. Lessee shall be entitled to rely upon consents or approvals from Lessor's Construction Representative in all matters concerning plans and construction as if the consents and approvals had been given directly by Lessor. Lessee shall not give any requests, consents, instructions or authorizations regarding the matters covered by this Work Letter, other than to Lessor's Construction Representative.

**LESSOR:**

REDEVELOPMENT AGENCY OF THE  
CITY OF VALLEJO, a public body, corporate  
and politic

By: \_\_\_\_\_  
Joseph M. Tanner, Executive Director

**LESSEE:**

VALLEJO YACHT CLUB, INC., a  
California non-profit public benefit  
corporation

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Its: \_\_\_\_\_:

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Its: \_\_\_\_\_



**RECORDING REQUESTED BY AND  
AFTER RECORDATION MAIL TO:**

City of Vallejo  
555 Santa Clara Street  
P.O. Box 3068  
Vallejo, CA 94590-5934  
Attn: \_\_\_\_\_

*This document is exempt from the payment of a  
recording fee pursuant to Government Code Section 27383*

**FOURTH AMENDMENT TO INDENTURE OF  
LEASE (YACHT CLUB)**

THIS FOURTH AMENDMENT TO INDENTURE OF LEASE ("Fourth Amendment") is made and entered into as of \_\_\_\_\_, 2007 ("Effective Date"), by and between the REDEVELOPMENT AGENCY OF THE CITY OF VALLEJO, a public body, corporate and politic ("Agency" or "Lessor"), and VALLEJO YACHT CLUB, INC., a California non-profit, public benefit corporation ("Lessee").

**RECITALS:**

A. Lessee has entered into the following agreements with the Agency concerning certain premises ("Premises") consisting of the real property situated in the City of Vallejo, County of Solano, State of California, described in Exhibit A attached hereto:

1. Indenture of Lease dated June 29, 1939, by and between Agency (as successor-in-interest to the City of Vallejo, a municipal corporation ("City")) and Lessee, recorded in the Official Records of Solano County, California in Book 202, Page 301 ("Original Lease").

2. Amendment to Lease dated December 20, 1966, by and between Agency and Lessee, recorded in the Official Records of Solano County, California in Book 1437 of Official Records, Page 217 ("Parcel 601 Amendment to Lease")

3. Lease dated December 6, 1966, by and between Agency and Lessee, recorded in the Official Records of Solano County, California in Book 1434 of Official Records, Page 184 ("Parcels 602A&B Lease").

4. First Amendment to Lease dated April 2, 1976, recorded in the Official Records of Solano County, California in Book 1979, page 76291 ("Parcels 602A&B First Amendment").



5. First Amendment to Indenture of Lease dated August 9, 1976, by and between Agency (incorrectly referencing City as lessor) and Lessee, recorded in the Official Records of Solano County, California in Book 1976, Page 50740 ("First Amendment to Original Lease").

6. Second Amendment to Lease dated September 7, 1979, by and between Agency and Lessee, recorded in the Official Records of Solano County, California in Book 1979, Page 76298 ("Parcels 602A&B Second Amendment").

7. Second Amendment to Indenture of Lease dated June 5, 1986, by and between Agency (incorrectly referencing City as lessor) and Lessee, recorded in the Official Records of Solano County, California in Book 1986, Page 58067 ("Second Amendment to Original Lease").

8. Third Amendment to Indenture of Lease dated June 3, 1987, by and between Agency (incorrectly referencing City as lessor) and Lessee, recorded in the Official Records of Solano County, California in Book 1987, Page 115830 ("Third Amendment to Original Lease").

The Original Lease, Parcel 601 Amendment to Lease, First Amendment to Original Lease, Second Amendment to Original Lease and Third Amendment to Original Lease are collectively referred to herein as the "Yacht Club Lease." The Parcels 602A&B Lease, Parcels 602A&B First Amendment and Parcels 602A&B Second Amendment are collectively referred to herein as the "Parking Lot Lease." The Yacht Club Lease and the Parking Lot Lease are sometimes collectively referred to herein as the "Leases."

B. Lessor and Lessee acknowledge that the First Amendment to Indenture of Lease, the Second Amendment to Indenture of Lease, and Third Amendment to Indenture of Lease (collectively, the "Indenture Amendments") incorrectly identify City, not Agency as lessor, and the Indenture Amendments should have been entered into between Agency and Lessee.

C. Pursuant to the Leases, Lessee operates a yacht club on the Premises for the benefit of the members thereof and the citizens of the City of Vallejo.

D. Pursuant to Chapter 588 of the Statutes of 2004, State of California (Senate Bill No. 1481), the State of California has granted to City for public trust purposes all right, title and interest of the State of California in and to the Expansion Premises (defined below).

E. Concurrently herewith, City and Agency shall enter into a lease agreement ("City Lease") wherein City agrees to lease the Expansion Premises to Agency. The City Lease shall be substantially in the form attached hereto as Exhibit B.

F. Lessor and Lessee desire by this Fourth Amendment to amend the Yacht Club Lease to provide for the expansion of the Premises with the Expansion Premises, Lessee's demolition of the existing approximately 900 foot long sea wall currently

located on the Premises ("Existing Seawall"), and Lessee's potential construction of a new approximately 927 foot long sea wall ("New Seawall"), as provided herein.

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing Recitals and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Lessor and Lessee agree as follows:

1. Capitalized Terms. Capitalized terms used herein and not otherwise defined shall have the meanings given to such terms in the Leases.

2. Expansion of Premises. Effective as of the Effective Date, Lessor hereby subleases to Lessee and Lessee hereby subleases from Lessor the additional real property consisting of approximately 83,520 square feet as depicted in Exhibit C and legally described in Exhibit D attached hereto which is subject to the public trust as provided in Recital D ("Expansion Premises"). Unless earlier terminated as provided in Section 6 below, from and after the Effective Date, Lessee's sublease of the Expansion Premises shall be co-terminus with the Leases, and Lessee shall observe and perform with respect to the Expansion Premises all obligations of Lessee under the Yacht Club Lease, as amended by this Fourth Amendment.

3. Acceptance of Expansion Premises. Lessee agrees to accept the Expansion Premises in its AS-IS condition existing as of the Effective Date. No promise of Lessor or City to alter, remodel, repair or improve the Premises, including the Expansion Premises or any portion thereof, and no representation, express or implied, respecting any matter or thing related to the Premises, including the Expansion Premises or any portion thereof have been made to Lessee by Lessor and City or their elected officials, employees, volunteers, contractors, agents and representatives agents, representatives or employees, except as expressly set forth in the Yacht Club Lease, as amended by this Fourth Amendment.

4. Expansion Premises Rent.

(a) Beginning on the Rent Start Date (defined below) and on June 15<sup>th</sup> of each year thereafter during the Term of the City Lease, Lessee shall pay Lessor additional annual rent ("Expansion Rent") for the Expansion Premises in an amount equal to Two Thousand Five Hundred and No/100 Dollars (\$2,500.00), subject to increase in accordance with Section 4(b) below. The "Rent Start Date" shall be the later of (i) June 15, 2008, or (ii) the date on which Lessee receives a use permit or conditional use permit (each a "Use Permit") from the City authorizing operation of expanded yacht club uses upon the Expansion Premises. The Expansion Rent for any partial year during the Term shall be prorated on the basis of a 365 day year.

(b) On June 15, 2008, and every twelve (12) months thereafter during the Term (each, an "Expansion Rent Adjustment Date"), the Expansion Rent due hereunder

shall be increased to equal the sum of (i) the Expansion Rent in effect immediately prior to the Expansion Rent Adjustment Date, plus (ii) the product obtained by multiplying such amount by the lesser of (y) three percent (3%), or (z) the percentage increase in the Consumer Price Index measured from the measuring month fifteen (15) months preceding the Expansion Rent Adjustment Date to the measuring month three (3) months preceding the Expansion Rent Adjustment Date. In no event shall the Expansion Rent be reduced below the amount of the Expansion Rent in effect immediately prior to the Expansion Rent Adjustment Date. As used herein, the term "Consumer Price Index" shall mean the United States Department of Labor's Bureau of Labor Statistics Consumer Price Index, All Urban Consumer, All Items, San Francisco-Oakland-San Jose, California (1982-1984 equals 100), or the successor of such index.

5. Lessee Improvements. In consideration of Lessor's agreement to sublease the Expansion Premises to Lessee on the terms set forth herein, Lessee, at its sole expense, shall demolish, cause the demolition of or make alterations to permit the continued use of the existing approximately 900 foot long seawall, as approved by Lessor, located on the Premises, construct or cause the construction of the New Seawall at the location shown on Exhibit C as provided in the "Work Letter" attached hereto as Exhibit D and incorporated herein. Lessee shall use its best efforts to commence construction of the Lessee Improvements as soon as practicable and shall complete said construction within a mutually agreed upon time period following commencement thereof.

6. Lessor Right to Terminate Fourth Amendment. Notwithstanding any other provision hereof to the contrary, if, for any reason, Lessee has not (i) obtained issuance of a Use Permit from the City as provided in subsection 4(a) above; and (ii) obtained issuance of all other permits, licenses and approvals required for use and operation of the expanded yacht club facility and construction and installation of the Lessee Improvements, including the New Seawall, from all other governmental agencies with jurisdiction over the Expansion Premises; and (iii) commenced construction of the New Seawall on or before June 15, 2010 ("Outside Date"), then Lessor, at its option, may terminate this Fourth Amendment by written notice to Lessee delivered at any time prior to Lessee's satisfaction of each of the conditions in clauses (i) through (iii) above. Immediately upon receipt of such notice of termination, Lessee shall return possession of the Expansion Premises to Lessor in good condition, neither party shall have any further rights or obligations hereunder except for those obligations which by terms survive expiration or termination hereof, and the Yacht Club Lease, without giving effect to this Fourth Amendment, shall remain in full force and effect in accordance with its terms.

7. Expenses. Lessee shall be solely responsible for all costs and expenses in connection with the use, operation and maintenance of the Premises, including the Expansion Premises, including all costs of constructing and installing the Lessee Improvements.

8. Use; Maintenance.

(a) Lessee shall use the Premises, including the Expansion Premises, exclusively for the purposes of yachting and boating and for the promotion of commerce, navigation and fishery, and for no other purpose.

(b) Lessee, at its expense, shall maintain the Premises, including the Expansion Premises and the Lessee Improvements, in good, clean and first class operation and repair and in a manner consistent with or exceeding the standards of similar highly rated yacht clubs operating in the San Francisco Bay Area.

9. Indemnity. Lessee shall indemnify, defend (with counsel reasonably acceptable to Lessor) and hold harmless Lessor and City and its and their elected officials, employees, volunteers, contractors, agents and representatives (collectively, "City/Agency Parties") from and against any and all claims, damages, liabilities, and expenses (including attorneys' fees and costs) (collectively, "Claims"), including Claims for bodily injury, death or property damage, directly or indirectly arising from (i) any act, omission, negligence or willful misconduct of Lessee or any of Lessee's shareholders, members, principals, employees, contractors, subcontractors, volunteers, agents, lessees, sublessees, customers or invitees (collectively, "Lessee Parties") in connection with the use and occupancy of the Premises or any portion thereof, or from any activity, work or other thing done, permitted or suffered by Lessee in or about the Premises or any portion thereof, and (ii) any breach or default by Lessee in the performance of any obligation on Lessee's part to be performed under the Leases, including this Fourth Amendment; provided, however, Lessee's indemnity obligations under this Section 9 shall not extend to any Claims caused by the active negligence or willful misconduct of Lessor or any City/Agency Parties.

10. Lessee Insurance.

(a) Beginning on the Effective Date and continuing until expiration of the Term of the Leases, Lessee shall procure, pay for and maintain in effect policies of property liability insurance on an "all risk" basis, covering (i) the Lessee Improvements and any other alterations, additions or improvements as are presently existing or may be made and funded by Lessee upon or about the Premises and (ii) trade fixtures, merchandise and other personal property from time to time, in, on or about the Premises, in an amount not less than 100% of their actual replacement cost from time to time, providing protection against all risks of physical loss or damage. The proceeds of such insurance shall be used for the repair or replacement of the property so insured.

(b) Beginning on the Effective Date and continuing until expiration of the Term of the Leases, Lessee shall procure, pay for and maintain in effect workers' compensation and employer's liability insurance, comprehensive automobile liability insurance and commercial general liability insurance which includes coverage for personal injury, contractual liability and Lessee's independent contractors. The comprehensive automobile liability insurance shall be procured and maintained with not less than \$2,000,000 per occurrence combined single limit. The commercial general liability shall be procured and maintained with not less than \$2,000,000 per occurrence combined single limit, and a \$5,000,000 aggregate limit, for bodily injury, personal

injury or property damage liability and liability assumed under an insured contract. If such insurance covers more than one location, the general aggregate limit shall apply on a per location basis.

(c) Beginning on the Effective Date and continuing until expiration of the Term of the Leases, Lessee shall pay for and maintain in effect business interruption insurance on an "all risk" basis which will provide recovery for a minimum of 12 months of Lessee's continuing rent obligation to Lessor.

(d) Whenever, in Lessor's reasonable judgment, but not more than once in any three year period, good business practice or change in conditions indicate a need for additional or different types of insurance, Lessee shall upon request of Lessor obtain such insurance at Lessee's expense.

(e) All insurance required to be carried by Lessee hereunder shall be issued by responsible insurance companies which are rated by Best Insurance Reports as A-VII or better and acceptable to Lessor and licensed or authorized to do business in the State of California. Each policy shall include Lessor and City/Agency Parties as additional insureds. Each policy shall contain (i) a separation of insured's condition, (ii) a provision that such policy and the coverage evidenced thereby shall be primary and non-contributing with respect to any insurance, self insurance or joint self insurance carried by Lessor or the City and that any coverage carried by Lessor or the City shall be excess insurance for Lessor's and City's respective interests only, and (iii) a waiver by the insurer of any right of subrogation against Lessor and City and the City/Agency Parties, which arises or might arise by reason of any payment under such policy or by reason of any act or omission of Lessor or City or any City/Agency Parties. Lessee shall deliver to Lessor copies of insurance policies required under this Section 10 or other satisfactory evidence of the existence and amounts of such insurance (which for liability insurance shall be at least in the form of an ACORD 25 certificate modified to provide the same assurances as an ACORD 27 certificate does for property insurance, but not simply an ACORD 25 certificate), before the date Lessee is given possession of the Expansion Premises, and annually thereafter, within 30 days after any demand by Lessor. No such policy shall be cancelable, materially changed or reduced in coverage except after thirty (30) days' written notice to Lessor. Deductible amounts under all insurance policies required to be carried by Lessee under the Leases shall not exceed \$10,000 per occurrence. Lessee agrees that if Lessee does not maintain such insurance, Lessor may (but shall not be required to) procure said insurance on Lessee's behalf and charge Lessee the premiums, which shall be payable upon demand. Lessee shall have the right to provide such insurance coverage pursuant to blanket policies of insurance, provided such blanket policies expressly afford coverage to the Premises, Lessee, Lessor and the City/Agency Parties as required by this Fourth Amendment.

(f) Lessee hereby waives all rights of recovery against Lessor and the City/Agency Parties, on account of loss by or damage to the Lessee Improvements or Lessee's property or the property of others under Lessee's control, to the extent that such loss or damage is insured against and payment is made under any insurance policy which Lessee may have in force at the time of the loss or damage. Lessee shall, upon obtaining

the policies of insurance required under this Fourth Amendment, give notice to its insurance carrier or carriers of the foregoing waiver of subrogation as contained in this Fourth Amendment.

11. Assignment and Sublease. Lessee shall not, without the prior written consent of Lessor, which may be withheld in Lessor's sole and absolute discretion, (i) assign, mortgage, pledge, encumber or otherwise transfer the Parking Lot Lease or the Yacht Club Lease, as amended by this Fourth Amendment; or (ii) sublet or offer or advertise for subletting the Premises or any part thereof, except that Lessee may lease all existing boat slips to owners as part of Lessee's ordinary course of business. Any assignment, mortgage, pledge, encumbrance, transfer or sublease without Lessor's consent shall be void and shall constitute a default under the Leases.

12. Taxes. Lessee shall pay, or cause to be paid, prior to delinquency, any and all taxes levied or assessed and which become payable during the Term upon Lessee's use and operation of the Premises, including the Expansion Premises, the Lessee Improvements and/or any other alterations, equipment, furniture, fixtures and personal property located on or about the Premises. Lessee understands and acknowledges that the Leases and this Fourth Amendment create a possessory property interest in Lessee. Lessee's property interest may be subject to property taxation, and Lessee or the party in whom the possessory interest is vested shall be responsible for payment of any and all property taxes levied on the interest.

13. Compliance With Laws.

(a) Lessee shall not use the Premises or any portion thereof or permit anything to be done in or about the Premises which will in any way conflict with any law, statute, zoning restriction, ordinance or governmental law or rule, regulation, or requirement of any duly constituted public authorities now in force or which may hereafter be enacted or promulgated, or which will subject Lessor to any liability for injury to any person or property by reason of any business operation being conducted in or about the Premises. To the extent required due to Lessee's specific use of the Premises or any portion thereof, and/or construction or installation of the Lessee Improvements or any Future Improvements (defined below) or any other alterations of the Premises or improvements thereon made by Lessee, or as a result of Lessee's application for permits or authorizations, Lessee shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances, and governmental rules, regulations, including the Americans with Disabilities Act ("ADA") of 1990 (42 U.S.C. 12101 et seq.), any amendment thereto or regulations promulgated thereunder, the California Environmental Quality Act, any amendment thereto or regulations promulgated thereunder, and any state or local ordinances or codes enacted pursuant thereto, and with all requirements of any board or fire insurance underwriters or other similar bodies, now or hereafter constituted, relating to or affecting the condition, use, or occupancy of the Premises, or any portion thereof, the Lessee Improvements, any Future Improvements or any other of Lessee's improvements or acts (collectively, "Laws"). The final judgment of any court of competent jurisdiction or the admission of Lessee in any action against Lessee, whether Lessor be a party thereto or not, that Lessee has violated any law, statute, ordinance, or

governmental rule, regulation, or requirement, shall be conclusive of that fact as between Lessor and Lessee.

(b) Lessee acknowledges and agrees that its costs associated with its initiation and undertaking of compliance with the California Environmental Quality Act prior to Lessor's approval of this Lease are its sole cost and expense. Lessee shall, at its sole cost and expense, be solely responsible for all required permitting required by laws, codes, rules, orders, ordinances, directives, regulations, permits, or other requirements of federal, state, county, municipal or government authorities jurisdictions, including but not limited to all environmental reviews required by the Laws. Lessee shall indemnify, defend and hold harmless Lessor from any and all cost and expense associated with Lessee's obligations under this Section 13.

(c) Lessee shall, at its sole cost and expense, comply with all laws, codes, rules, orders, ordinances, directives, regulations, permits, or other requirements of federal, state, county, municipal or governmental authorities having jurisdiction, now in force or which may hereafter be in force (collectively, "Hazardous Substances Laws") concerning the management, use, generation, storage, transportation, presence, discharge or disposal of any and all pollutants, wastes, flammables, explosives, radioactive materials, hazardous or toxic materials, hazardous or toxic wastes, hazardous or toxic substances, carcinogenic materials or contaminants and all other materials governed, monitored, or regulated by any federal, state or local law or regulation, including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act, the Hazardous Substances Account Act, and the Resources Conservation and Recovery Act ("Hazardous Substances"). Hazardous Substances include asbestos, asbestos-containing materials, hydrocarbons, polychlorinated biphenyl ("PCB") or PCB-containing materials, petroleum, gasoline, petroleum products, crude oil or any fraction, product or by-product thereof. Neither Lessee nor any Lessee Parties shall use, handle, store, transport, treat, generate, release or dispose of any Hazardous Substances anywhere in, on, under or about the Premises. Lessee, at its expense, shall cause any and all Hazardous Substances brought onto, used, generated, handled, treated, stored, released or discharged on, under or about the Premises to be removed from the Premises and transported for disposal in accordance with applicable Hazardous Substances Laws. Lessor shall have the right to enter the Premises from time to time to conduct tests, inspections and surveys concerning Hazardous Substances and to monitor Lessee's compliance with its obligations concerning Hazardous Substances and Hazardous Substances Laws. Lessee shall immediately notify Lessor in writing of: (i) any release or discharge of any Hazardous Substances; (ii) any voluntary clean-up or removal action instituted or proposed by Lessee, (iii) any enforcement, clean-up, removal or other governmental or regulatory action instituted or threatened, or (iv) any claim made or threatened by any person against Lessor, Lessee, and/or City and/or the Premises or any portion thereof relating to Hazardous Substances or Hazardous Substances Laws. Lessee shall also supply to Lessor as promptly as possible, and in any event within five (5) business days after Lessee receives or sends same, copies of all claims, reports, complaints, notices, warnings or asserted violations relating in any way to the Premises or any portion thereof or Lessee's use thereof concerning Hazardous Substances or Hazardous Substances Laws. In the event Lessee institutes a cleanup or removal action,

Lessee shall provide to Lessor in a timely manner copies of all workplans and subsequent reports submitted to the governmental agency with jurisdiction over such cleanup or removal action.

14. Prevailing Wages; Labor Laws.

(a) Lessee acknowledges that the work of Lessee Improvements will constitute construction, alteration, demolition, installation, or repair work done under contract and paid for in whole or in part out of public funds under California Labor Code section 1720 *et seq.* Accordingly, unless Lessee receives a ruling from the Department of Industrial Relations and Department of Labor that the requirements of Labor Code section 1720 *et seq.* and Federal Davis-Bacon requirements do not apply to such work, Lessee shall comply and require its general contractor to comply with all applicable federal and state labor requirements (collectively, "Prevailing Wage Laws"), and to submit, upon written request by Lessor, certified copies of payroll records to Lessor and maintain and make records available to Lessor and its designees for inspection and copying to ensure compliance with the Prevailing Wage Laws. Lessee shall also include in its general contractor agreement a provision in form acceptable to Lessor obligating the general contractor to require its contractors and/or subcontractors to so comply with Prevailing Wage Laws and to submit, upon written request by Lessor, certified copies of payroll records to Lessor and to maintain and make such payroll records available to Lessor and its designees for inspection and copying during regular business hours at the Premises or another location within the City of Vallejo. Lessee shall ensure that its contracts with any general contractor, and any general contractor contracts with any subcontractor, contain substantially similar assumptions of risk from such contractors in favor of Lessor.

(b) Lessee shall defend, indemnify and hold harmless Lessor and City and the City/Agency Parties from and against any and all present and future Claims, arising out of or in any way connected with Lessee's obligation to comply with Prevailing Wage Laws, including any and all Claims that may be asserted by contractors, subcontractors or other third party claimants pursuant to Labor Code sections 1726 and/or 1781.

(c) The obligations of Lessee under this Section 14 shall survive the expiration or other termination of the Leases.

15. Future Improvements.

(a) Upon completion of the Lessee Improvements, Lessee may, at Lessee's sole cost and expense, construct additional improvements ("Future Improvements") on the Premises or a portion thereof in a manner consistent with all applicable City zoning laws, public trust conditions, and any other applicable federal, state, or local laws, regulations or ordinances; provided, however, all such Future Improvements shall comply with the City's Waterfront Planned Development Master Plan and Design Guidelines, dated February 2007, as amended and be subject to review and approval by the City's Design Review Board or other agency of the City possessing such design approval authority.



(b) The parties execution of this Fourth Amendment is not a granting of, or a commitment to obtain, any required land use permits, entitlements or approvals required by City in connection with the Lessee Improvements or any Future Improvements.

16. Relocation Benefits Waiver. Lessee fully releases and discharges Lessor (in its capacity as Lessor and otherwise as a public body, corporate and politic) and City from all and any manner of rights, demands, liabilities, obligations, claims, or cause of actions, in law or equity, of any kind or nature, known or unknown, now existing or hereinafter arising, which arise from or relate in any manner to the relocation of Lessee's business operations, or the relocation of any person(s), business(es), or other occupant(s) located on within, on, or about, the Premises following the full or partial termination or expiration of Lessee's leasehold interest in the Premises (collectively, "Relocation Claims"), including waiver and release of any relocation rights under Government Code sections 7260 *et seq.* or any applicable federal relocation laws ("Relocation Assistance Law").

17. Remedies. In the event Lessee defaults under this Fourth Amendment, Lessor, at its option, may give a written termination notice to Lessee and, on the date specified in such notice (which date shall be at least ten (10) days following the date of delivery of such notice), this Fourth Amendment shall terminate unless on or before such date all arrears of Expansion Rent and all other sums payable by Lessee under this Fourth Amendment and all costs and expenses incurred by or on behalf of Lessor hereunder shall have been paid by Lessee and all other default(s) at the time existing shall have been fully remedied to the satisfaction of Lessor.

(a) Following termination, without prejudice to other remedies Lessor may have, Lessor may (i) peaceably re-enter the Expansion Premises upon voluntary surrender by Lessee or remove Lessee therefrom and any other persons occupying the Expansion Premises, using such legal proceedings as may be available; (ii) repossess the Expansion Premises or relet the Expansion Premises or any part thereof for such term (which may be for a term extending beyond the lease term for the Expansion Premises), at such rental and upon such other terms and conditions as Lessor in Lessor's sole discretion shall determine, with the right to make reasonable alterations and repairs to the Expansion Premises; and (iii) remove all personal property therefrom.

(b) Lessor shall have all the rights and remedies of a landlord provided by applicable laws, including the right to recover from Lessee: (a) the worth, at the time of award, of the unpaid Expansion Rent that had been earned at the time of termination, (b) the worth, at the time of award, of the amount by which the unpaid Expansion Rent that would have been earned after the date of termination until the time of award exceeds the amount of loss of Expansion Rent that Lessee proves could have been reasonably avoided, (c) the worth, at the time of award, of the amount by which the unpaid Expansion Rent for the balance of the Term after the time of award exceeds the amount of the loss of Expansion Rent that Lessee proves could have been reasonably avoided, and (d) any other amount, and court costs, necessary to compensate Lessor for all detriment proximately caused by Lessee's default. The phrase "worth, at the time of award," as used in (a) and (b) above, shall be computed at 10% per annum or, if less, the

highest rate allowed by law, and as used in (c) above, shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent (1%).

(c) Each right and remedy of Lessor provided for herein or now or hereafter existing at law or in equity, by statute or otherwise shall be cumulative and shall not preclude Lessor from exercising any other rights or remedies provided for in this Fourth Amendment or the Leases or now or hereafter existing at law or in equity, by statute or otherwise. No payment by Lessee of a lesser amount than the Expansion Rent or any other rent payable under the Leases, nor any endorsement on any check or letter accompanying any check or payment of rent, including any Expansion Rent, shall be deemed an accord and satisfaction of full payment of rent and Lessor may accept such payment without prejudice to Lessor's right to recover the balance of such rent or to pursue other remedies.

18. Ratification of Indenture Amendments. The parties hereby confirm and ratify the Indenture Amendments which shall continue in full force and effect by and between Lessor and Lessee.

19. Entire Agreement. This Fourth Amendment contains the entire agreement between the parties with respect to its subject matter and supersedes whatever oral or written understanding the parties may have had prior to the execution of this Fourth Amendment. This Fourth Amendment shall not be amended or modified except by a written agreement executed by each of the parties. Except as specifically revised herein, all terms and conditions of the Leases shall remain in full force and effect, and the Lessee shall perform all duties, obligations and conditions required of Lessee under the Leases.

20. Inconsistencies. In the event of any conflict or inconsistency between the provisions of this Fourth Amendment and the Leases, the provisions of this Fourth Amendment shall control in all respects.

21. Counterparts. This Fourth Amendment may be executed by the parties in one or more counterparts all of which collectively shall constitute one document and agreement.

22. Interpretation. The titles to the sections of this Fourth Amendment are not a part of this Fourth Amendment and shall have no effect upon the construction or interpretation of any part of this Fourth Amendment. As used in this Fourth Amendment, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others where and when the context so dictates. The word "including" shall be construed as if followed by the words "without limitation." This Fourth Amendment shall be interpreted as though prepared jointly by both parties.

23. Incorporation of Recitals and Exhibits. The Recitals to this Fourth Amendment are deemed incorporated in this Fourth Amendment. All exhibits to which reference is made in this Fourth Amendment are deemed incorporated in this Fourth Amendment, whether or not actually attached.

24. Attorneys' Fees. In the event of any litigation to interpret or enforce the provisions of this Fourth Amendment, the prevailing party shall be entitled to recover from the losing party its reasonable attorneys' fees and costs.

25. Authority. The person(s) signing this Fourth Amendment on behalf of Lessee hereby represents and warrants that he or she is fully authorized to sign this Fourth Amendment on behalf of Lessee.

26. Authorization. Each individual or entity executing this Lease on behalf of Lessee represents and warrants that he or she or it is duly authorized to execute and deliver this Lease on behalf of Lessee and that such execution is binding upon Lessee.

*[Signatures on following page]*

IN WITNESS WHEREOF, the parties have entered into this Fourth Amendment on the day and year first hereinabove appearing.

**LESSOR:**

REDEVELOPMENT AGENCY OF THE CITY OF VALLEJO, a public body, corporate and politic

By: \_\_\_\_\_  
Joseph M. Tanner  
Executive Director

**LESSEE:**

VALLEJO YACHT CLUB, INC., a California non-profit, public benefit corporation

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
Mary Ellsworth  
Interim Agency Secretary

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
Craig Whittom  
Assistant City Manager/ Community Development Director

**APPROVED AS TO INSURANCE REQUIREMENTS**

\_\_\_\_\_  
Harry B. Maurer  
Interim Risk Manager

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Frederick G. Soley  
Agency Counsel

*EXHIBIT A*

*Depiction and Legal Description of the Property*

*[To Be Inserted]*

## EXHIBIT A

### Description of Premises

All of that certain real property situate in the City of Vallejo, County of Solano, State of California more particularly described as follows:

Being a portion of the land lying within the boundaries of the Marina Vista Project as said Project is shown on that certain Record of Survey entitled, "The marina Vista, Solano County Recorder of Survey entitled, "the Marina Vista Project", the Redevelopment Agency of the City of Vallejo, Solano County, California", etc., Filed in the office of California, on November 18, 1963 in book 8 of Surveys Page 61 as Instrument No. 30670, more particularly described as follows

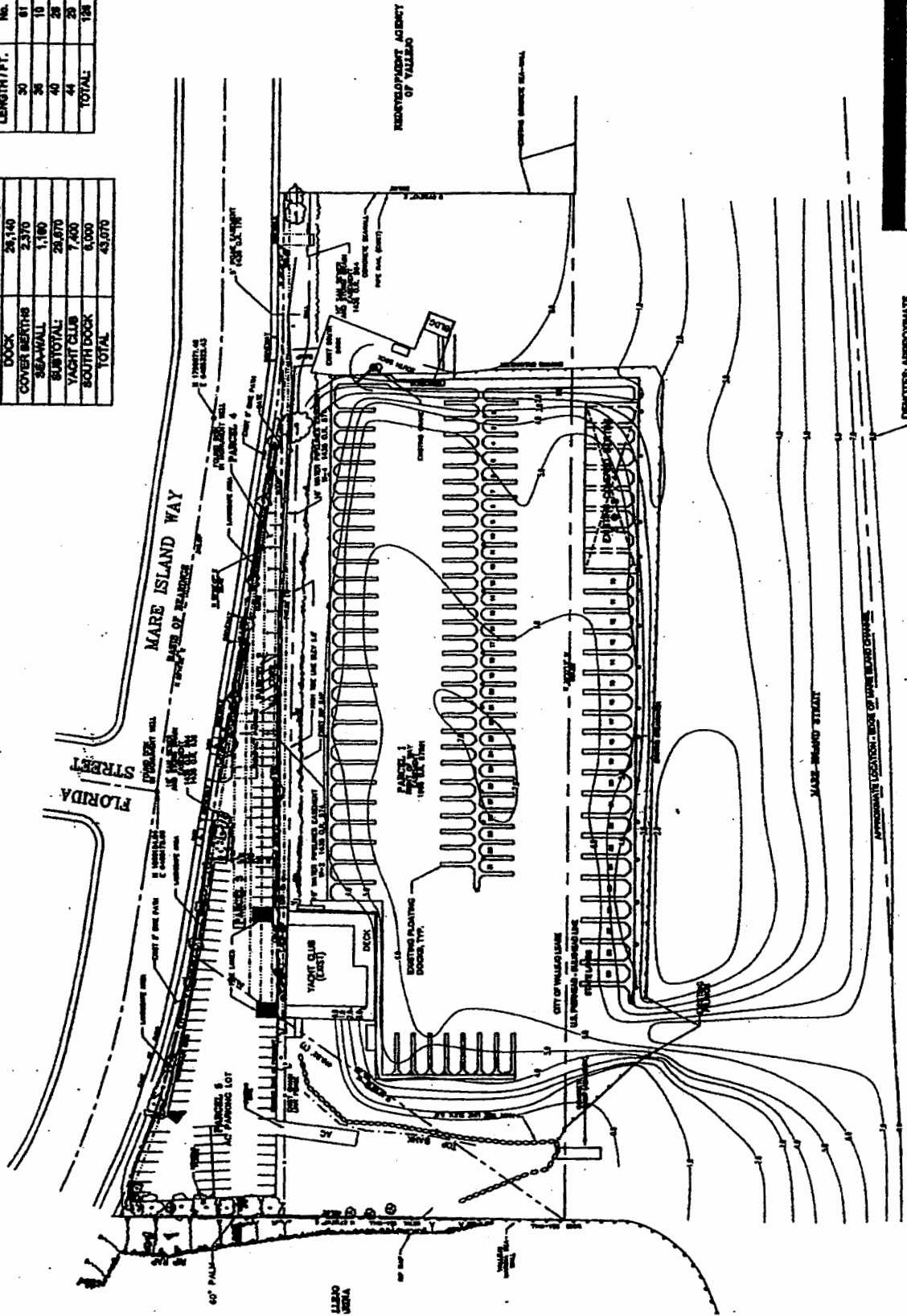
Commencing at the Northwest corner Trinity and Florida Streets as said streets are shown on that certain map entitled, "Map of the City of Vallejo", made by E.H. Rowe, C.E. and filed in the office of the County Recorder of the County Of Solano, State of California, September 19th, 1868 and recorded in Book 1 of Maps, page 123, which point of commencement is also the Southeast corner of Lot 8 in Block 366 of said Map of the City of Vallejo thence North  $87^{\circ} 52' 18''$  West, 429.50 feet along the North side of Florida Street and the North boundary line of said Marina Vista Project hereinabove referred to, to the TRUE POINT OF BEGINNING: thence South  $32^{\circ} 37' 13''$  East, 747.52 feet; thence South  $57^{\circ} 22' 47''$  West, 260.00 feet to a point on the U.S. Pierhead and Bulkhead Line as shown on a map of Harbor Lines, Mare Island Straits, California, File 51, Division 4, Sheet 8, by U.S. Engineer Office, San Francisco, California, February 14, 1940; thence along said U.S. Pierhead and Bulkhead Line North  $32^{\circ} 37' 13''$  West, 927.88 feet to the Northwesterly corner of said Marina Vista Project; thence along the Northerly line thereof South  $87^{\circ} 52' 18''$  East, 316.44 feet to the of beginning containing 217, 802.40 square feet acres of land) more or less.

# EXHIBIT A

## CURRENT HARBOR AREA

LENGTH / FT.	No.	TOTAL LENGTH / FT.
30	61	1,830
36	10	360
40	28	1,120
44	29	1,276
TOTAL:	128	4,586

NAME	SQUARE FOOT
DOCK	26,140
COVER BERTH	2,370
SEA-WALL	1,160
BLU-TOTAL	29,670
YACHT CLUB	7,400
SOUTH DOCK	6,000
TOTAL	43,070



RECREATION AGENT OFFICE

RECREATION AGENT

RESOLUTION NO. \_\_\_\_\_

**RESOLUTION OF THE REDEVELOPMENT AGENCY OF THE CITY OF VALLEJO AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A FOURTH AMENDMENT TO INDENTURE OF LEASE WITH THE VALLEJO YACHT CLUB AND A LEASE WITH THE CITY OF VALLEJO**

BE IT RESOLVED by the Redevelopment Agency of the City of Vallejo as follows:

WHEREAS, the Vallejo Yacht Club, a non-profit organization, has requested that the Redevelopment Agency of the City of Vallejo execute a Fourth Amendment to Indenture of Lease for the purpose of relocating and constructing a new seawall in the Public Trust harbor area controlled by the City; and

WHEREAS, the lease and subsequent amendments from 1963 through the present between the City and Redevelopment Agency has been amended to correct identification and vesting of interests between the City, Redevelopment Agency and Vallejo Yacht Club; and

WHEREAS, the City of Vallejo will lease the expanded harbor area to the Redevelopment Agency through the term of the Vallejo Yacht Club lease with the Redevelopment Agency; and

WHEREAS, the Redevelopment Agency for City of Vallejo shall have no liability for costs incurred by the Vallejo Yacht Club for the completion and maintenance of the said improvements; and

WHEREAS, as a Mitigated Negative Declaration has been adopted on September 2, 2008 by the City's Planning Division staff for this Seawall project.

NOW, THEREFORE, BE IT RESOLVED, that the Executive Director is authorized to execute the Fourth Amendment to Indenture of Lease with the Vallejo Yacht Club to allow for the expansion and construction of the new seawall and to execute a Lease between the Agency and City to facilitate said construction, subject to any changes recommended by the City Attorney and Risk Manager.

BE IT FURTHER RESOLVED, that the Executive Director or his/her designee are hereby authorized to execute any other document or instrument and take any additional action that does not require expenditure of Redevelopment Agency funds as may be necessary to carry out the purpose of this Resolution.



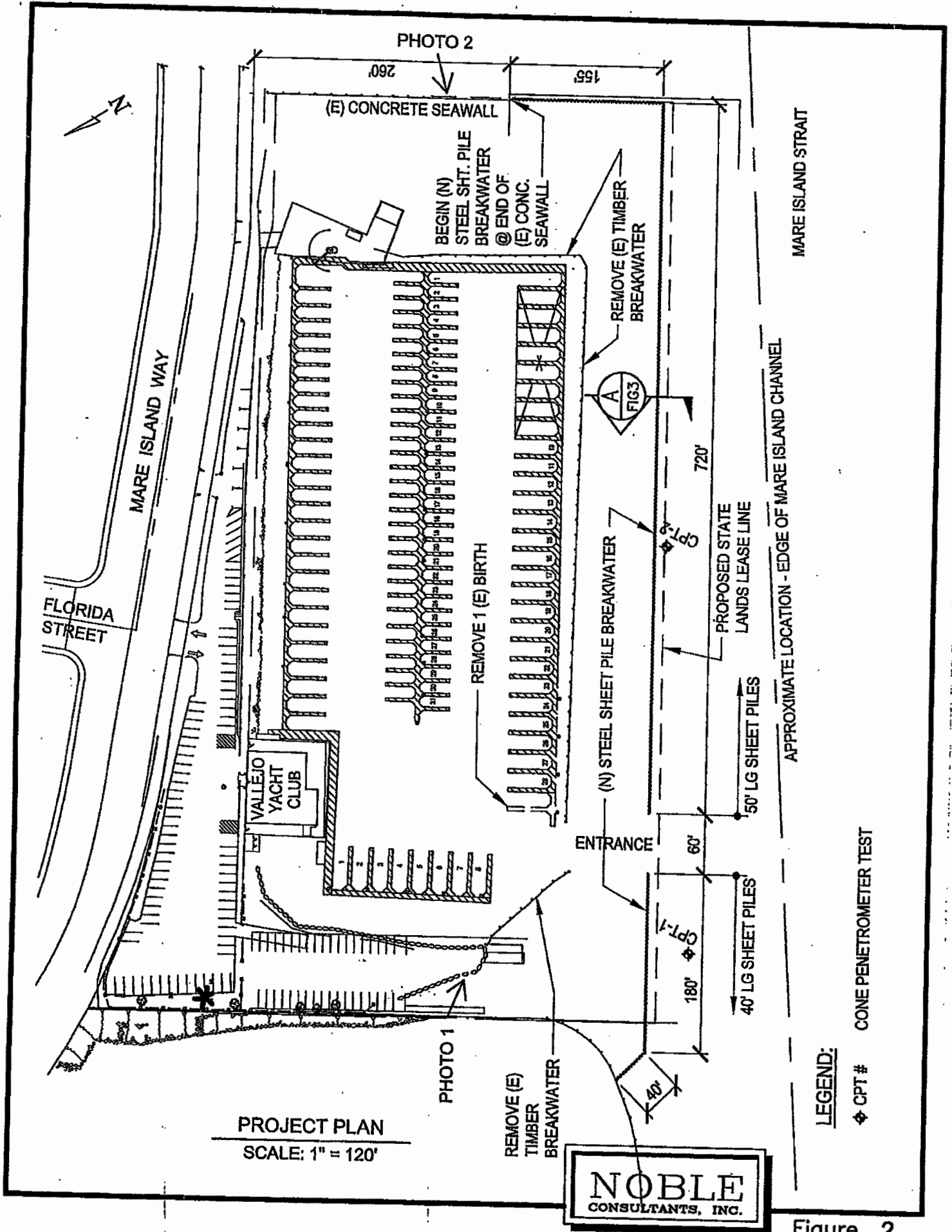
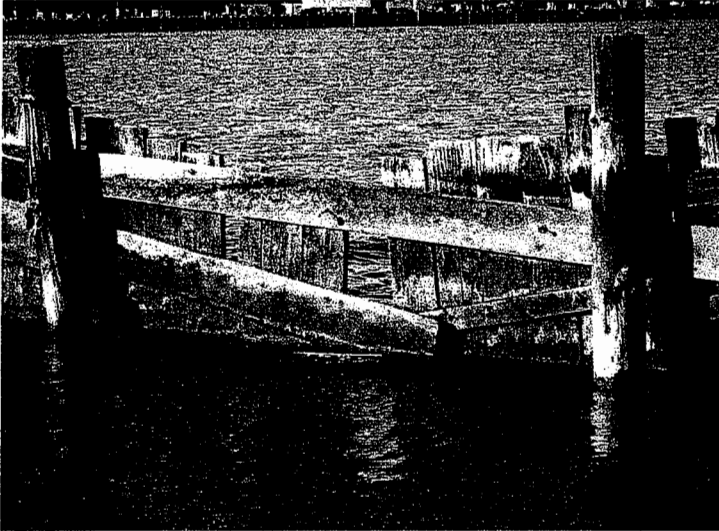


Figure 2

VALLEJO YACHT CLUB  
1-28-07 ATTACHMENT G  
SEA WALL



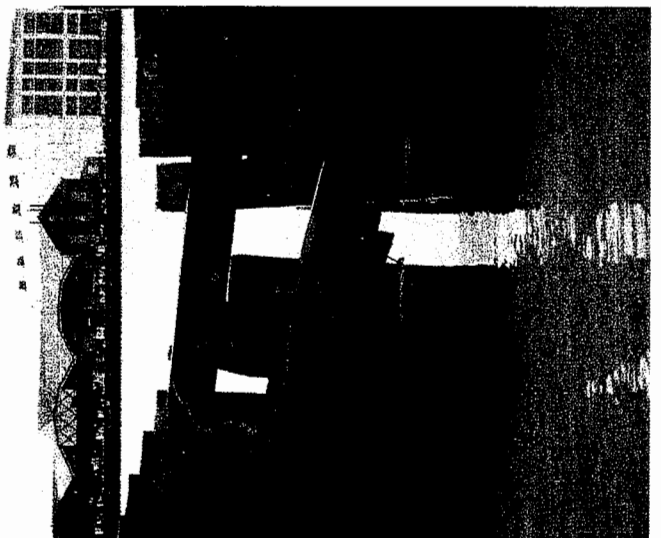
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**COUNCIL COMMUNICATION**

Date: September 16, 2008

TO: Mayor and Members of the City Council

FROM: Craig Whittom, Assistant City Manager/Community Development *CW*  
Melinda Nestlerode, Acting Housing and Community Development Manager *M. Nestlerode*

SUBJECT: APPROVAL OF A RESOLUTION APPROVING A FISCAL YEAR (FY) 2008/2009 AGREEMENT BY AND BETWEEN THE CITY OF VALLEJO AND MEALS ON WHEELS OF SOLANO COUNTY, INC.

BACKGROUND AND DISCUSSION

On May 13, 2008 the City Council approved the City's Fiscal Year (FY) 2008/2009 "Action Plan", for submittal to the U. S. Department of Housing and Urban Development (HUD). This Plan included the allocation of more than \$2 million in Federal funds. Meals on Wheels of Solano County, Inc., a non-profit agency, was allocated \$30,240 in CDBG Program funds to provide an Elder Nutrition Program to frail, older residents throughout the City of Vallejo.

Additionally, \$16,800 in FY 2008/2009 General Funds has been allocated to Meals on Wheels. This General Fund allocation complies with a CDBG Program "maintenance of effort" requirement that the City Council allocate at least \$16,800 from the General Fund in order for Meals on Wheels to be eligible to receive any CDBG Program funds. Because they are interrelated, these funding sources (CDBG Program and General Funds) are consolidated in one Agreement for FY 2008/2009.

For many years, the City has entered into CDBG Program Agreements with social service organizations, such as Meals on Wheels, through which funds are provided on a reimbursement basis. The release of these funds is based on: (1) performance, (the number of clients served and/or units of service provided), or (2) an organization's actual expenses, whichever is lower. Per City Council direction, the CDBG Program funds may only be used by these subrecipient agencies for direct program costs, i. e., not overhead/indirect costs.

On May 13, 2008 the City Council directed staff to present a FY 2008/2009 Agreement with Meals on Wheels for its approval at a future meeting.

*FY 2007/2008 Agreement with Meals on Wheels*

In FY 2007/2008, Meals on Wheels received CDBG Program funding, which it used to provide meals, (through the home delivery of meals and congregate dining) to elderly persons living in the Central City and the Country Club Crest Neighborhood Target Areas. In FY 2007/2008, CDBG Program funds partially supported congregate dining at Marina Tower and Florence Douglas Senior Center (serving Central City), and Fairgrounds Plaza Shopping Center (serving the Country Club Crest). These services have been provided to the community for several years.

During the fourth quarter of FY 2007/2008, Meals on Wheels informed the City and the Redevelopment Agency that for financial reasons, effective June 30, 2008, it would discontinue congregate dining at Fairgrounds Plaza. Effective July 1, 2008, Meals on Wheels is no longer providing this service in Fairgrounds Plaza.

In FY 2007/2008, Meals on Wheels received \$31,282 in CDBG Program funds. The program goal in that Agreement was to provide meals to 150 unduplicated clients residing in Central City and Country Club Crest, at a cost per client of \$208.55. Typically, programmatic decisions as to how best to accomplish the scope of services are at the discretion of the social service agency. Accordingly, the FY 2007/2008 Agreement, which expired June 30, 2008, did not specify a method for providing the meals, (e. g., a certain number of meals via congregate dining), or require the use of specific locations.

In order to receive its full CDBG Program funding allocation, Meals on Wheels was required to serve 150 clients in these Target Areas (combined) by June 30, 2008. As of June 30, 2008, Meals on Wheels had provided meals to 149 clients, 100 of them living in Central City, and 49 living in Country Club Crest. Based on the number of unduplicated clients served, Meals on Wheels received a reimbursement of \$31,075 in FY 2007/2008, or nearly all of its CDBG Program funding allocation.

Fifteen (approximately ten percent) of the 149 unduplicated clients received meals at the Fairgrounds Plaza congregate dining location in North Vallejo. On a cost per client basis, Meals on Wheels was reimbursed \$3,128.25 for CDBG-eligible expenses incurred at Fairgrounds Plaza.

#### *FY 2008/2009 Agreement with Meals on Wheels*

Meals on Wheels and City staff have reached agreement on the terms and conditions of a new Agreement. In the proposed Agreement, (shown at Attachment "B"), Meals on Wheels has agreed to provide an Elder Nutrition Program to 375 unduplicated elderly persons during FY 2008/2009 residing throughout the City of Vallejo, for a cost per client of \$125.44. Nutrition will be provided to frail elderly residents throughout Vallejo through home-delivered meals and congregate dining.

The proposed congregate dining locations to be supported with these funds in FY 2008/2009 are: Marina Tower, the Florence Douglas Senior Center, and possibly the North Vallejo Community Center. The Florence Douglas Senior Center and North Vallejo Community Center are City assets. [In response to a proposal from Meals on Wheels, the Greater Vallejo Recreation District, which manages the North Vallejo Community Center on behalf of the City, has indicated interest in expanding services at the Center, to include congregate dining for the elderly.]

#### *Fiscal Impact*

There is no direct fiscal impact associated with this action. An allocation of CDBG Program funds, and General Funds, to Meals on Wheels was previously approved by the City Council.

### RECOMMENDATION

Authorize the City Manager or his designee to execute, and the City Clerk to attest to, a written FY 2008/2009 Agreement with Meals on Wheels of Solano County, Inc. for its Elderly Nutrition Program in the amount of \$47,040.

### ALTERNATIVES CONSIDERED

Concerned Citizens of Country Club Crest has expressed interest in receiving funds from the City to provide congregate dining and other services for elderly persons living in the Country Club Crest neighborhood and North Vallejo at Fairgrounds Plaza Shopping Center, Meals on Wheels' former location. Staff has met with representatives of Concerned Citizens, and provided this organization in writing with information on certain City requirements that would need to be met in order for Concerned Citizens to be eligible for City funding.

These requirements include such items as providing documentation that it is chartered as a non-profit agency, obtaining insurance sufficient to meet City guidelines, submitting a written funding and services proposal, and providing an annual budget (sources and uses of funds) for the organization.

If staff receives the required documentation with a written proposal from Concerned Citizens of Country Club Crest, the City Council will be able to consider allocating funding to this organization at its next opportunity, which may be FY 2009/2010. As noted earlier, on May 13, 2008 the City Council allocated FY 2008/2009 CDBG Program funds for activities and projects. The City Council's action included the maximum funding allocation allowed by HUD to social service agencies.

Another alternative available to the City Council is to set aside a portion of Meals on Wheels' FY 2008/2009 CDBG Program funding allocation, in the event that Concerned Citizens of Country Club Crest develops a proposal for consideration during FY 2008/2009. However, staff is not recommending the City Council take this action at this time, given the circumstances previously stated.

### ENVIRONMENTAL REVIEW

There is no environmental impact associated with this action.

### PROPOSED ACTION

Adopt the enclosed resolution authorizing the City Manager or his designee to execute an Agreement between the City of Vallejo and Meals on Wheels of Solano County, Inc. for its Elder Nutrition Program.

### DOCUMENTS ATTACHED

Attachment "A" – Resolution

K:\CityWide\PUBLIC\AIVHA and CD Division staff reports\cc091608staffreport mow agreement.doc

Attachment "B" – FY 2008/2009 Agreement with Meals on Wheels of Solano County, Inc.

PREPARED BY/CONTACT:

Craig Whittom, Assistant City Manager/Community Development, (707) 648-4579, or [cwhittom@ci.vallejo.ca.us](mailto:cwhittom@ci.vallejo.ca.us).

Melinda Nestlerode, Acting Housing and Community Development Manager, (707) 648-4408, or [mnestlerode@ci.vallejo.ca.us](mailto:mnestlerode@ci.vallejo.ca.us).

Guy L. Ricca, Senior Community Development Analyst, (707) 648-4395, or [gricca@ci.vallejo.ca.us](mailto:gricca@ci.vallejo.ca.us).

**RESOLUTION NO. \_\_\_\_\_ N.C.**

BE IT RESOLVED by the Council of the City of Vallejo as follows:

THAT WHEREAS, on May 13, 2008 the City Council approved the City's Fiscal Year (FY) 2008/2009 "Action Plan" for submittal to the U. S. Department of Housing and Urban Development (HUD).

WHEREAS, this Plan included the allocation of over \$2 million in Federal funds.

WHEREAS, these funds may be spent by the City, or a subrecipient agency.

WHEREAS, on May 13, 2008 Meals on Wheels of Solano County, Inc., a non-profit agency, was allocated \$30,240 in Federal Community Development Block Grant (CDBG) Program funds by the City Council to provide an Elder Nutrition Program to frail, older residents throughout the City of Vallejo.

WHEREAS, on June 24, 2008, the City Council also allocated \$16,800 from its FY 2008/2009 General Fund to Meals on Wheels of Solano County, Inc. to provide an Elder Nutrition Program in the City of Vallejo.

WHEREAS, CDBG Program regulations require the City to allocate at least \$16,800 in FY 2008/2009 General Fund monies to Meals on Wheels of Solano County, Inc. in order for Meals on Wheels to be eligible to receive any CDBG Program funds.

WHEREAS, on May 13, 2008, the City Council directed staff to present a FY 2008/2009 Agreement with Meals on Wheels of Solano County, Inc. for the City Council's approval at a future meeting.

WHEREAS, Meals on Wheels and City staff have reached agreement on the terms and conditions of a FY 2008/2009 Agreement.

NOW THEREFORE BE IT RESOLVED that the City Council hereby authorizes the City Manager or his designee to execute, and the City Clerk to attest to, a written FY 2008/2009 Agreement, as shown at Attachment "B", with Meals on Wheels of Solano County, Inc., for its Elder Nutrition Program, in the total amount of \$47,040; and

BE IT FURTHER RESOLVED that the City Manager, or his designee, is hereby authorized to execute any other document or instrument, and take any additional action, that may be necessary to carry out the purpose of this Agreement.

CITY OF VALLEJO  
AGREEMENT WITH  
MEALS ON WHEELS OF SOLANO COUNTY, INC.  
FISCAL YEAR 2008 / 2009

THIS AGREEMENT, dated for reference July 1, 2008 by and between the CITY OF VALLEJO, a municipal corporation (hereinafter CITY), and **MEALS ON WHEELS OF SOLANO COUNTY, INC., a California non-profit public benefit corporation,** (hereinafter AGENCY), for its **Elder Nutrition Program in the City of Vallejo, California,**

WITNESSETH

WHEREAS, CITY has received Federal Community Development Block Grant (hereinafter CDBG) Program funds from the Department of Housing and Urban Development (hereinafter HUD) as an Entitlement public jurisdiction pursuant to the provisions of Title I of the Housing and Community Development Act of 1974, as amended, and

WHEREAS, CITY has General Fund monies available, and

WHEREAS, CITY desires to engage AGENCY, and CITY has appropriated CDBG Program funds and General Fund monies not to exceed **FORTY-SEVEN THOUSAND FORTY DOLLARS AND NO CENTS (\$47,040.00)**, for the purpose of accomplishing the scope of services described in Exhibit A,

NOW, THEREFORE, THE PARTIES AGREE, as follows:

**I. CITY agrees to pay AGENCY for program.**

1. CITY shall reimburse AGENCY for all allowable costs and expenses, (also referred to as the "Budget") incurred in providing the program (also referred to as the "Scope of Services"), as specified in Exhibit A of this Agreement. The program, and allowable costs and expenses, shall be agreed to by both parties. The program, allowable costs, and expenses, may be amended upon the agreement of both parties.
2. If AGENCY is in compliance with all terms of this Agreement, under normal circumstances, CITY agrees to provide payment to AGENCY within fifteen (15) working days of CITY's receipt of the request from AGENCY.



**II. AGENCY agrees to provide program.**

AGENCY agrees to provide program for the amounts shown in the budget contained in Exhibit B of this Agreement and pursuant to the terms of this Agreement. AGENCY agrees to comply with CDBG regulations at 24 CFR § 570; 24 CFR § 8; OMB Circulars A-110, A-122, and A-133; and the "Common Rule", which are incorporated herein by this reference.

**III. Coordination of program.**

1. CITY: City Manager, or his designee, shall be the Program Manager (hereinafter MANAGER) for CITY and shall render overall supervision of the progress and performance of this Agreement by CITY.
2. AGENCY: Executive Director, or his/her designee, shall be the PROGRAM DIRECTOR for AGENCY and shall have overall responsibility for the progress and execution of this Agreement. Should circumstances or conditions subsequent to the execution of this Agreement require a substitute PROGRAM DIRECTOR, AGENCY shall notify CITY immediately of such occurrence.
3. NOTICES: All notices or other correspondence required or contemplated by this Agreement shall be sent to the parties at the following addresses:

CITY:                   Housing and Community Development Manager  
City of Vallejo  
P.O. Box 1432  
Vallejo, CA 94590

AGENCY:               Executive Director  
Meals on Wheels of Solano County, Inc.  
95 Marina Center  
Suisun, CA 94585

**IV. Obligations of AGENCY.**

AGENCY agrees to provide the following to CITY:

Organization of AGENCY

1. AGENCY shall have available and provide to CITY upon request:
  - a. A copy of Articles of Incorporation under the laws of the State of California.

- b. A copy of current Bylaws of AGENCY.
  - c. Verification and documentation of Internal Revenue Service nonprofit status under 26 U. S. C. § 501(c)(3).
  - d. Names and home addresses of current Board of Directors of AGENCY.
  - e. An organizational chart and staffing profile and roster, including names and home addresses of current employees of AGENCY. This information will be maintained in confidence by CITY and not released as a public record without prior written approval of AGENCY and AGENCY's employees.
  - f. A copy of the adopted Personnel Policies and Procedures.
  - g. A copy of the adopted Accounting Policies and Procedures.
  - h. A copy of its Section 504 Self-Evaluation and Transition Plans, prepared in accordance with the requirements of 24 CFR § 8.
2. AGENCY shall report any changes in the AGENCY's Articles of Incorporation, Bylaws, tax-exempt status, and/or Board membership to the CITY's MANAGER.
  3. AGENCY shall open to the public all meetings of the Board of Directors, except meetings, or portions thereof, exempted pursuant to the Ralph M. Brown Act or other appropriate legislation.
  4. AGENCY shall keep and maintain minutes, approved by the Board of Directors, of all regular and special meetings. The Board of Directors shall meet at least quarterly.
  5. Adhere to the provisions of Sections 2.72.030 and 2.72.040 of CITY Municipal Code, which is incorporated herein by this reference.

Program performance of AGENCY

AGENCY shall:

1. Accomplish the scope of services of the program incorporated in this Agreement in Exhibit A in a timely manner.
2. Maintain documentation of the scope of services (Exhibit A) on file for inspection, with an **audit trail from source documents**

to worksheets to reports. Failure to document adequately the scope of services and the required statistics on client beneficiaries and units of service may result in disallowance of costs.

3. **By Tuesday, September 30, 2008**, provide at least fifteen (15) percent of the number of clients as required for the 2008/2009 Fiscal Year and as described in Exhibit A. **By Tuesday, September 30, 2008**, when applicable, incur at least fifteen (15) percent of the Fiscal Year 2008/2009 funding allocation. Failure to meet all of the requirements of this paragraph shall result in CITY reducing AGENCY's Fiscal Year 2008/2009 funding allocation by fifteen (15) percent.
4. **By Wednesday, October 15, 2008**, submit claims to CITY in the manner prescribed in this Agreement for at least fifteen (15) percent of the Fiscal Year 2008/2009 funding allocation. Failure to do so shall result in CITY reducing AGENCY's Fiscal Year 2008/2009 funding allocation by fifteen (15) percent.

Payment to AGENCY related to expenditures and completion of scope of services

1. **Payments will only be authorized for services delivered to residents of CITY.**
2. **CITY shall reimburse AGENCY half its allocation for the number of Vallejo clients served. Reimbursement shall be based on a cost per client basis. The cost per client will be identified in Exhibit A.**
3. **For each cost reimbursement claim or Quarterly Report that is incomplete or inaccurate, AGENCY's allocation shall be reduced by \$500.00.**
4. Regardless of any other provisions herein, CITY shall not provide payment to AGENCY in excess of AGENCY's actual expenses. Furthermore, CITY shall not reimburse AGENCY for expenses that exceed the amount allocated to AGENCY.
5. CITY will not pay for costs under this Agreement paid for with other grants.

Fiscal responsibilities of AGENCY

AGENCY shall:

1. Adhere to written Accounting Policies and Procedures adopted by AGENCY's Board of Directors.
2. Disallowed Costs. AGENCY is liable for repayment of disallowed costs. Disallowed costs may be identified through audits, monitoring, or other means. AGENCY shall be afforded the opportunity to respond to any adverse findings which may lead to disallowed costs.
3. Submit to CITY AGENCY's requests for reimbursement, no more than monthly, together with all supporting documentation. The **minimum** amount for each reimbursement request shall be **\$1,000.00** (excluding the final claim to close out the account balance at the end of the Fiscal Year).
4. Comply with accounting rules SFA 116 and 117 as issued by the Financial Accounting Standards Board in June, 1993.
5. Promptly pay any debts or obligations to CITY.

#### Records, reports, and audits of AGENCY

##### Establishment and maintenance of records

AGENCY shall maintain records, including but not limited to books, financial records, supporting documents, statistical records, personnel, property, and all other pertinent records sufficient to reflect properly all matters covered by this Agreement.

##### Preservation of records

AGENCY shall preserve and make available its records:

1. until the expiration of three years from the date of the submission of the final expenditure report;
2. for longer periods, if any, as are required by applicable law, or
3. if this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.

##### Examination of records and/or facilities

At any time during normal business hours, and as often as may be deemed necessary, AGENCY agrees that CITY, and/or any duly authorized representatives shall, until expiration of (a) three years

after final payment under this Agreement, or (b) longer periods as may be prescribed, have access to and the right to examine its offices and facilities engaged in performance of this Agreement, and audit all its records and data with respect to all matters covered by this Agreement, excepting those falling within the attorney-client privilege, and those falling within the attorney – work-product privilege. CITY shall provide AGENCY with reasonable notice of any examination.

#### CITY monitoring reviews

CITY may conduct monitoring reviews. Such reviews may cover program compliance, as well as fiscal matters. AGENCY will be notified in advance that a review will be conducted. AGENCY will be afforded an opportunity to respond to any monitoring findings. Cost of such reviews will be borne by CITY. CITY may withhold payment and/or terminate the Agreement if the AGENCY fails to respond to or correct finding(s).

#### Quarterly reports

1. Throughout the entire Agreement term, within fifteen (15) calendar days of the end of each quarter, or sooner, provide written reports to CITY which detail program performance, as shown in Exhibit D.

The following are the due dates for the Fiscal Year 2008/2009 Quarterly Reports:

**First Quarter: Wednesday, October 15, 2008**

**Second Quarter: Thursday, January 15, 2009**

**Third Quarter: Wednesday, April 15, 2009**

**Fourth Quarter: Wednesday, July 15, 2009**

AGENCY Quarterly Reports must be **received** by CITY not later than **4:00 p. m. Pacific Standard Time (PST)** on the dates cited above.

2. **Should AGENCY fail to submit a Quarterly Report by the required deadline(s), CITY shall reduce AGENCY's allocation of funds by five (5) percent every week, and/or portion thereof, that a completed Quarterly Report is not submitted.**

#### **V. Compliance with agreement.**

##### Agreement noncompliance

1. With receipt by CITY of any information that evidences a failure or

deficiency by AGENCY to comply with any provision of this Agreement, CITY shall have the right to suspend payments, terminate this Agreement, demand repayment of any and all amounts provided to AGENCY under this Agreement, and/or require corrective action to enforce compliance with such provision.

2. Examples of Agreement noncompliance include:
  - a. If AGENCY (with or without knowledge) has made any material misrepresentation of any nature with respect to any information or data furnished to CITY in connection with its program.
  - b. If there is pending litigation with respect to the performance by AGENCY of any of its duties or obligations under this Agreement which may materially jeopardize or adversely affect the undertaking of or the carrying out of its program.
  - c. If AGENCY shall have taken any action pertaining to its program, which requires CITY approval, without having obtained such approval.
  - d. If AGENCY is in default under the provisions of this Agreement.
  - e. If AGENCY makes improper use of grant funds.
  - f. If AGENCY fails to comply with any of the terms and conditions of this Agreement in such a manner as to constitute material breach thereof.
  - g. If AGENCY submits to CITY any reports which are incorrect or incomplete in any material respect.
  - h. If AGENCY fails to accomplish the scope of services listed in Exhibit A in a timely manner.

#### Corrective action

CITY may forward to AGENCY recommendations to correct unsatisfactory program performance and/or non-compliance, and a time-table for implementing the recommendations. Following implementation of the corrective actions, AGENCY shall forward to CITY, within the time specified by CITY, any documentary evidence required by CITY to verify that the corrective actions have been taken. In the event AGENCY does not implement the corrective action recommendations in accordance with the corrective action timetable, CITY may suspend payments hereunder, terminate this Agreement, and/or demand repayment of any or all amounts provided to AGENCY under this Agreement.

Reprogramming of budgeted funds only

CITY's MANAGER may, at the request of AGENCY, approve one (1) reasonable reprogramming of the funds specified in this Agreement from any budgeted cost category or categories, provided that there is not an increase in the total amount specified in this Agreement, and that the nature of the activity does not significantly change. Approval by CITY's MANAGER of such reprogramming of funds must be in writing, and shall be at the sole discretion of MANAGER. **Such request submitted by AGENCY shall be received by CITY by Tuesday, March 31, 2009.**

**VI. Disclosure of confidential client information.**

CITY and AGENCY agree to maintain the confidentiality of any financial information regarding applicants (or their families) for services offered by AGENCY pursuant to this Agreement. Without the written permission of the applicant, such information shall be divulged only as necessary for purposes related to the performance or evaluation of the services and work to be provided pursuant to this Agreement, and then only to such persons having responsibilities under the Agreement, including those furnishing services through subcontracts.

**VII. Assignability and independent contractor requirements.**

1. The relationship of AGENCY to CITY is that of an independent contractor. AGENCY has full rights to manage its employees subject to the requirements of the law. All persons employed by AGENCY in connection with this Agreement shall be employees of AGENCY and not employees of CITY in any respect. AGENCY shall be responsible for all employee benefits, including, but not limited to, statutory workers' compensation benefits.
2. None of the work or services to be performed hereunder shall be delegated or subcontracted to third parties without prior written approval by CITY's MANAGER.
3. No subcontractor of AGENCY will be recognized by CITY as such. All subcontractors are deemed to be employees of AGENCY, and AGENCY agrees to be responsible for their performance and any liabilities attaching to their actions or omissions.

**VIII. Compliance with law.**

AGENCY shall become familiar and comply with and cause all its employees and subcontractors, if any, to become familiar and comply with all applicable Federal, State, and local laws, ordinances, codes,

regulations, and decrees. Failure of AGENCY to, in any manner, observe and adhere to laws as described herein or as amended, shall in no way relieve AGENCY of its responsibility to adhere to same, and AGENCY herein acknowledges this responsibility.

**IX. Terms and amendments.**

Amendments to the terms and conditions of this Agreement shall be requested in writing by the party desiring such revision, and any such adjustment to this Agreement shall be determined and effective only upon the mutual agreement in writing of the parties hereto.

**X. Integrated document.**

This Agreement embodies the Agreement between CITY and AGENCY and its terms and conditions. No verbal agreements or conversations with any officer, agent or employee of CITY prior to execution of this Agreement shall affect or modify any of the terms or obligations contained in any documents comprising this Agreement. Any such verbal agreement shall be considered as unofficial information and in no way binding upon CITY.

**XI. Indemnification/insurance.**

1. AGENCY, as a material part of the consideration to be rendered CITY under this Agreement, hereby waives and releases any and all claims against CITY for injury (including death) or damage of any kind or nature to person or property in, upon, or about AGENCY's premises, from any cause whatsoever, arising at any time after taking of possession of this Agreement, and agrees to indemnify and hold CITY exempt and harmless from and on account of any such injury (including death), damage, or claim therefor, to any person or property. AGENCY covenants and agrees to keep in full force and effect throughout the term of this Agreement policies of commercial general liability insurance, worker's compensation insurance, and "all risk" property insurance in standard form when applicable, with an insurance company satisfactory to CITY, and upon request of CITY to furnish the policies or duly executed certificates to CITY. AGENCY's commercial general liability insurance shall have a combined single limit of (1) not less than Two Million Dollars (\$2,000,000.00) per occurrence; or (2) not less than One Million Dollars (\$1,000,000.00) per occurrence, and not less than One Million Dollars (\$1,000,000.00) per occurrence in excess/umbrella liability insurance. AGENCY's commercial automobile insurance shall be in the amount of One Million Dollars (\$1,000,000.00) per occurrence. AGENCY's worker's compensation insurance shall be in the amount of One Million Dollars (\$1,000,000.00) or such greater amount as may be required by law. CITY shall be named as an additional insured for



AGENCY's work and completed operations on the commercial general liability (including any excess or umbrella coverage) and commercial automobile insurance policies. The additional insured endorsements naming CITY shall be attached to the certificates of insurance. All coverage provided hereunder by AGENCY shall be primary insurance and shall not be contributing with any insurance, self-insurance, or joint self-insurance maintained by CITY, and the policy shall contain such an endorsement. To the maximum extent permitted by the policies maintained by AGENCY, AGENCY hereby releases CITY from liability and waives all right to recover against CITY for any loss for perils insured against under AGENCY's insurance policies, including any extended coverage and endorsements to said policies. The "all risk" property insurance, when applicable, shall include fire and extended coverage, sprinkler leakage, vandalism, and malicious mischief coverage, providing for one hundred percent (100%) of the then current replacement value of all buildings, equipment, fixtures, and materials used or stored for use by AGENCY. This insurance shall contain a loss payee provision providing that all proceeds allocated to the buildings, fixtures, and any other property that is not AGENCY's personal property shall be paid to CITY. Upon request of CITY, renewal policies representing all of the above provisions of insurance shall be delivered by AGENCY to CITY at least ten (10) days before the expiration of the insurance which said policies are to renew, and each policy delivered by AGENCY to CITY shall bear an endorsement of, or be accompanied by, evidence of a receipt of payment of the premium thereon. Each policy, or certificate of insurance issued, shall provide that CITY receive at least thirty (30) days prior written notice of any cancellation or reduction as to the amount of coverage provided under said policy. Said insurance verification must be attached to this Agreement as Exhibit "C".

2. **Should AGENCY at any time fail to maintain the coverages described in the preceding paragraph, AGENCY shall immediately suspend all City-funded activities. Should AGENCY fail to maintain the required coverages for a period of 30 or more days, and/or should AGENCY fail to provide evidence of current required insurance coverages for a period of 30 or more days in the exact and complete form required in this section, this Agreement shall automatically be suspended, and CITY shall reduce AGENCY's funding allocation by fifteen (15) percent for each occurrence.**

**XII. Rights and remedies not waived.**

In no event shall any payment by CITY or any acceptance of payment by AGENCY hereunder constitute or be construed to be a waiver by CITY

or AGENCY of any breach of covenants or conditions of this Agreement or any default which may then exist on the part of CITY or AGENCY, and the making of any such payment while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to CITY or AGENCY with respect to such breach or default.

**XIII. Termination.**

Termination for cause

Payments under this Agreement may be suspended or terminated at any time before the date of completion by CITY if:

1. AGENCY fails to comply with the conditions of this Agreement.
2. AGENCY refuses to accept any additional conditions that may be imposed by CITY as a result of changes required by law or by the Federal government.
3. The grant to CITY made pursuant to the Housing and Community Development Act of 1974 as amended is suspended or terminated.
4. AGENCY fails to take corrective actions required by CITY.

Termination for convenience

CITY or AGENCY may terminate this Agreement in whole or in part when both parties agree that the continuation of AGENCY's program would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial terminations, the portion to be terminated.

Upon suspension or termination AGENCY shall:

1. Not incur new obligations and shall cancel as many outstanding obligations as possible.
2. Be paid only for services actually rendered to CITY to the date of such suspension or termination; provided, however, if this Agreement is suspended or terminated for fault of AGENCY, CITY shall be obligated to compensate AGENCY only for that portion of AGENCY's services which are of benefit to CITY.
3. Turn over to CITY immediately any and all copies of studies, reports, and other data prepared by AGENCY or

its subcontractors, whether or not completed, in connection with this Agreement; such materials shall become property of CITY. AGENCY, however, shall not be liable for CITY's use of incomplete documents if used for other than the services contemplated by this Agreement.

**XIV. Funds available for a limited time.**

1. AGENCY is responsible for CITY'S receipt of final billings by **Wednesday, July 15, 2009**, after which no further billings will be accepted.
2. CITY may reimburse AGENCY no more than the amount indicated in Exhibit B, provided the expenses were incurred between July 1, 2008 and June 30, 2009. CITY is not liable for any AGENCY expenses incurred before July 1, 2008 or after June 30, 2009.

**XV. Miscellaneous provisions.**

Captions

The captions of the various sections, paragraphs, and subparagraphs of this Agreement are for convenience only and shall not be considered nor referred to for resolving questions of interpretation.

No third party beneficiary

This Agreement shall not be construed or deemed to be an Agreement for the benefit of any third party or parties, and no third party or parties shall have any claim or right of action hereunder for any cause whatsoever.

Severability clause

In case any one or more of the provisions contained herein shall, for any reason, be held invalid, illegal, or unenforceable in any respect, it shall not affect the validity of the other provisions which shall remain in full force and effect.

**XVI. Term of agreement.**

The term of this Agreement shall commence on July 1, 2008 and end on June 30, 2009.

**XVII. Attachments.**

Attached hereto and made a part of this Agreement are the following attachments:

- Exhibit A - Scope of Services, Fiscal Year 2008/2009
- Exhibit B - Budget, Fiscal Year 2008/2009
- Exhibit C - Evidence of Insurance, Fiscal Year 2008/2009
- Exhibit D - Quarterly Report Form, Fiscal Year 2008/2009

IN WITNESS WHEREOF, the parties hereto, acting by and through their duly authorized representatives, have executed this Agreement in triplicate on the day and year set below each of the parties.

**MEALS ON WHEELS OF SOLANO COUNTY, INC., a California non-profit public benefit corporation, for its Elder Nutrition Program in the City of Vallejo, California**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF VALLEJO,  
a municipal corporation**

By: \_\_\_\_\_  
Joseph M. Tanner, City Manager

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Mary Ellsworth, City Clerk

(City Seal)

APPROVED AS TO INSURANCE  
REQUIREMENTS:

\_\_\_\_\_  
Harry B. Maurer, Risk Manager

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Craig Whittom, Assistant City  
Manager/Community Development

APPROVED AS TO FORM:

\_\_\_\_\_  
Frederick G. Soley, City Attorney

EXHIBIT "A"

MEALS ON WHEELS OF SOLANO COUNTY, INC.

ELDER NUTRITION PROGRAM IN THE CITY OF VALLEJO, CALIFORNIA

SCOPE OF SERVICES

FISCAL YEAR 2008/2009

PROGRAM DESCRIPTION:

Project provides home-delivered meals and congregate dining to frail, older residents residing in the City of Vallejo, California.

PROJECT OBJECTIVE:

To provide home-delivered meals and congregate dining to 375 frail, older residents residing in the City of Vallejo, California.

CITY may reimburse AGENCY \$125.44 for every unduplicated client served, up to a maximum of \$47,040.00, or AGENCY's actual expenses, whichever is less.

EXHIBIT "B"  
 MEALS ON WHEELS OF SOLANO COUNTY, INC.  
 ELDER NUTRITION PROGRAM IN THE CITY OF VALLEJO, CALIFORNIA  
 BUDGET  
 FISCAL YEAR 2008/2009

	<u>CDBG</u>	<u>General Fund</u>	<u>TOTAL</u>
Partial Salary of Part-time Van Drivers			
Home-delivered Meals Program			
- Van Driver, Personal Vehicle (\$9.38 per hour)	1,126.00		1,126.00
- Van Driver, Meals on Wheels Vehicle (\$9.38 per hour)	2,814.00		2,814.00
Sites and Home-delivered Meals			
- Van Driver, Meals on Wheels Vehicle (\$10.34 per hour)	3,546.00		3,546.00
Total, Driver Salary	7,486.00		7,486.00
Partial Salary of Home-delivered Meals Intake Coordinator (\$16.05 per hour)	2,700.00	716.00	3,416.00
Partial Salary of Part-time Site Host			
- Florence Douglas Senior Center (\$10.34 per hour)		1,860.00	1,860.00
- Marina Tower (\$10.34 per hour)		1,860.00	1,860.00
- Marina Tower Filipino Dining (\$9.38 per hour)		1,125.00	1,125.00
- North Vallejo Community Center (\$8.93 per hour)		1,072.00	1,072.00
Total, Site Host Salary		5,917.00	5,917.00
Food (\$6.75 per meal)	19,128.00	10,167.00	29,295.00
Mileage Reimbursement for Van Drivers (\$0.505 per mile)	926.00		926.00
<b>TOTAL</b>	<b>30,240.00</b>	<b>16,800.00</b>	<b>47,040.00</b>

EXHIBIT "C"

MEALS ON WHEELS OF SOLANO COUNTY, INC.

ELDER NUTRITION PROGRAM IN THE CITY OF VALLEJO, CALIFORNIA

EVIDENCE OF INSURANCE

FISCAL YEAR 2008/2009



**STATE  
COMPENSATION  
INSURANCE  
FUND**

P.O. BOX 420807, SAN FRANCISCO, CA 94142-0807

**CERTIFICATE OF WORKERS' COMPENSATION INSURANCE**

ISSUE DATE: 06-24-2008

GROUP:  
POLICY NUMBER: 1768119-2008  
CERTIFICATE ID: 13  
CERTIFICATE EXPIRES: 01-01-2009  
01-01-2008/01-01-2009

CITY OF VALLEJO COMM. DEVEL. DEPT  
GUY RICCA  
PO BOX 1432  
VALLEJO CA 94590-0143

NF

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 30 days advance written notice to the employer.

We will also give you 30 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

*James Neary*  
AUTHORIZED REPRESENTATIVE

*Janet Frank*  
PRESIDENT

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 01-01-2005 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

EMPLOYER

RECEIVED  
City of Vallejo  
Housing and Community  
Development Division

JUN 27 2008

Referred to \_\_\_\_\_

MEALS ON WHEELS OF SOLANO COUNTY DBA: MEALS ON  
WHEELS OF SOLANO COUNTY  
95 MARINA CTR  
SUISUN CITY CA 94585

[B15,NF]

PRINTED : 06-24-2008

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/24/2008

**PRODUCER**  
 McGee & Thielen Insurance Brokers, Inc.  
 3780 Rosin Court Suite 200  
 Sacramento, CA 95834  
 916-646-1919  
 www.mcgeethielen.com  
 0633187

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.**

**INSURED**  
  
 Meals On Wheels of Solano County  
 95 Marina Center  
 Suisun City, CA 94585

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Philadelphia Insurance Co.	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A ✓	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	PHPK312053	5/15/2008	5/15/2009	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
A	<b>EXCESS/UMBRELLA LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000	PHUB239015 RECEIVED City of Vallejo Housing and Community Development Division  JUN 30 2008  Referred to	5/15/2008	5/15/2009	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	<b>OTHER Professional Liability</b>	PHPK239015	5/15/2008	5/15/2009	\$1,000,000 Each Incident \$2,000,00 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

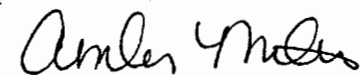
10 Day Notice of Cancellation for Non-Payment of Premium Applies.  
 City of Vallejo Community Development Department is named as additional insured per the attached form CG2026.

### CERTIFICATE HOLDER

### CANCELLATION

City of Vallejo Community Development Dept.  
 Guy Ricca  
 P.O. Box 1432  
 Vallejo CA 94590

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30\* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. \* 10 Days for Non-Payment of Premium

AUTHORIZED REPRESENTATIVE  
 Amber Miles 

## **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

**COMMERCIAL GENERAL LIABILITY  
CG 20 26 07 04**

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

**ADDITIONAL INSURED – DESIGNATED  
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)
City of Vallejo Community Development Dept.
P.O. Box 1432 Vallejo CA 94590
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**Section II -- Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/1/2008

**PRODUCER**  
Commercial Specialties 650-839-6965 F  
ABD Insurance & Financial Services  
305 Walnut Street  
Redwood City, CA 94063

**INSURED**  
Meals on Wheels of Solano County  
95 Marina Center  
  
Suisun CA 94585-2522

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.**

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: NonProfits' United Ins Vehicle Pool	
INSURER B: Lexington Insurance Company	19437
INSURER C:	
INSURER D:	
INSURER E:	

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
		<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
A		<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	NPU1000-08	7/1/2008	7/1/2009	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B		<b>OTHER</b> \$1M xs \$1M Retention	6502246	07/01/08	07/01/09	\$1,000,000 Ea. Occurrence \$1,000,000 Aggregate

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS**

RE: Member #1244. Any Auto means any covered auto under the NPU Vehicle Insurance Program. Certificate holder is recognized as Additional Insured per the attached endorsements.

RECEIVED  
 City of Vallejo  
 Housing and Comm.  
 Development Division  
 JUL 03 2008

<p><b>CERTIFICATE HOLDER</b></p> <p>City of Vallejo Attn: Guy Ricca, Senior Community Development Analyst Housing &amp; Community Development Division 200 Georgia Street Vallejo, CA 94590</p>	<p><b>CANCELLATION</b> Ten Day Notice for Non-Payment</p> <p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.</p> <p>AUTHORIZED REPRESENTATIVE <i>John Cellilly</i></p>
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## **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

**NonProfits' United  
Vehicle Insurance Pool  
Vehicle Liability Coverage  
Additional Covered Party Endorsement**

**The Who is Covered section of your Vehicle Liability Insurance is changed by adding the following:**

Who is Covered includes any person or organization from whom you have leased an auto, from whom you have received funding for your operations, or for whom you provide services. These persons or organizations are protected, if they require to be named, and you agree to name them, as an additional insured, if indicated on the attached Certificate of Coverage, but only with respect to liability arising out of the ownership, use, maintenance, loading or unloading of a covered auto.

**Cancellation:**

Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder named on the certificate, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.

**Premium Payments:**

Those persons or organizations are not responsible for paying premiums for your coverage.

**Insured and Policy Number:**

As shown on Certificate of Insurance attached.

**Effective Date:** 7/1/2008

**Authorized Representative:**



## **Lexington Insurance Company**

### **Additional Insured Endorsement**

This endorsement changes your Commercial Auto Insurance.

#### ***How Your Coverage is Changed***

The Who Is Insured section of your Liability Agreement is changed by adding the following:

Who Is Insured includes any person or organization from whom you've leased an auto, from whom you've received funding for your operations, or for whom you provide services. These persons or organizations are protected, if they required to be named, and you agree to name them, as an additional protected person, evidence of which is shown on Certificates of Insurance on file with us, but only with respect to liability arising out of ownership, use maintenance, loading or unloading of a covered auto.

Leased autos, as per the schedule on file with us, will be covered as if they are autos you own, not hired autos. But coverage on any leased auto will end on the expiration date of the lease; or when the person or organization who leased the auto to you or their agent takes back the auto; or when the policy ends; whichever happens first.

Leased auto means an auto, including any substitute or replacement auto that you've leased under a written agreement that requires you to provide direct primary insurance on the auto.

#### ***Cancellation***

The Cancellation section in the General Rules is changed by adding the following:

Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.

#### ***Other Terms***

All other terms of your policy remain the same.

Those persons or organizations aren't responsible for paying premiums for your insurance.

**Name of Insured:** Meals on Wheels of Solano County

**Policy Number:** 6502246

**Effective Date:** 7/1/2008



EXHIBIT "D"

MEALS ON WHEELS OF SOLANO COUNTY, INC.

ELDER NUTRITION PROGRAM IN THE CITY OF VALLEJO, CALIFORNIA

QUARTERLY REPORT FORM

FISCAL YEAR 2008/2009

FISCAL YEAR 2008/2009

CITY OF VALLEJO AGENCY QUARTERLY REPORT

FOR PERIOD: \_\_\_\_\_ TO \_\_\_\_\_

ORGANIZATION \_\_\_\_\_

PROGRAM \_\_\_\_\_

MAILING ADDRESS \_\_\_\_\_

I. STATUS OF PROGRAM OBJECTIVE (attach comments, if any):

II. ANNUAL OBJECTIVE (see Agreement, Exhibit "A")

No. of clients to be served: 375

III. CLIENT CHARACTERISTICS OF VALLEJO RESIDENTS SERVED (UNDUPLICATED COUNT):

	<u>Quarter</u>	<u>Year to Date</u> (July 1, 2008 to Present)
A. Number of clients served	_____	_____
B. <u>Sex</u>		
Male	_____	_____
Female	_____	_____
<b>Total</b>	_____	_____
C. <u>Ethnicity</u>		
White	_____	_____
African-American	_____	_____
Latino	_____	_____
Asian, Filipino, Pacific Islander	_____	_____
Native American, Alaskan Native	_____	_____
<b>Total</b>	_____	_____
D. Elderly (age 62 and over)	_____	_____
E. Youth (age 18 and under)	_____	_____
F. Handicapped	_____	_____
G. Female-headed Households	_____	_____

IV. BUDGET REPORT ON USE OF FUNDS FOR VALLEJO RESIDENTS (see Agreement, Exhibit "B")

Line Item	Budgeted Amount	Amount Expended to Date	Balance
HDM:			
Van Driver, Personal Vehicle (\$9.38)	\$1,126.00		
Van Driver, MOW Vehicle (\$9.38)	2,814.00		
Sites and HDM:			
Van Driver, MOW Vehicle (\$10.34)	3,546.00		
HDM Intake Coord. (\$16.05)	3,416.00		
Site Host: Florence Douglas (\$10.34)	1,860.00		
Marina Tower (\$10.34)	1,860.00		
Marina Tower Filipino Site (\$9.38)	1,125.00		
NVCC (\$8.93)	1,072.00		
Food (\$6.75)	29,295.00		
Mileage (\$0.505)	926.00		
<b>TOTAL</b>	<b>\$47,040.00</b>		

V. SIGNATURE OF REPORT PREPARER \_\_\_\_\_  
 Title \_\_\_\_\_  
 Telephone Number \_\_\_\_\_

**OFFICE USE ONLY**

Reviewed by \_\_\_\_\_

Remarks:



COUNCIL COMMUNICATION

Date: September 16, 2008

TO: Mayor and Members of the City Council

FROM: Craig Whittom, Assistant City Manager / Community Development *CW*  
Susan McCue, Economic Development Program Manager *SM*

SUBJECT: Mare Island Shoreline Heritage Preserve Advisory Board Report

BACKGROUND & DISCUSSION

The 1994 Final Reuse Plan for Mare Island designated 215 acres on the south end of the Island as a future Regional Park. The Regional Park, Reuse Area 12, is bounded by the Mare Island Golf Course (Reuse Area 11), and the Army Reserve Center (Reuse Area 10A) on the north, the former historic Navy Ammunition Depot (Reuse Area 10) on the east, Carquinez Strait to the south and San Pablo Bay and wetlands to the west. The area's rich history, centered on the important role played by the Naval Ammunition Depot, is reflected in storage magazines for ordinances and warehouse buildings dating from the 1850's. The area also includes six residences, constructed between the Civil War and the turn of the 20<sup>th</sup> Century.

In April 2003, former Mayor Intintoli formed the Mare Island Regional Park Task Force and tasked them to develop a course of action for the development of the Mare Island Regional Park. On December 11, 2007, the City Council approved Resolution 07-326 N.C. accepting the Mare Island Regional Park Task Force Report and directing staff to facilitate the formation of the Mare Island Shoreline Heritage Preserve Advisory Board. The Board's primary task was to develop a proposal for the Preserve's long-term management organization, including a plan for financing the formation and initial expenses of the organization. On March 11, 2008, the City Council approved (Resolution No. 08-31) the appointment of 18 members to the Advisory Board. The Advisory Board, which has met twice a month on a regular basis, has developed recommendations for the long-term management of Mare Island Reuse Area 12, the Shoreline Heritage Preserve (See Attachment B).

Summary of Advisory Board Recommendations:

I. Short-term Management

- Individuals and groups wanting to use the Preserve and individuals with needed skills and knowledge would form an Interim Catalyst Group to provide a bridge from today's Advisory Board to a long-term management partnership.
- City would develop a short-term, renewable license process for the Interim Catalyst Group and organizations and individuals desiring to use the Preserve for events.
- The license for Interim Catalyst Group would establish a process that would provide a legal framework that would permit solicitation of funds and donations for the establishment of the long-term managing organization.
- Both the City and the Interim Catalyst Group would continue to use the Mare Island Regional Park Taskforce Report recommendations as a guideline for the development of the Preserve.
- Until a long-term managing organization is formed and a Memorandum of Agreement and lease executed, the City would retain maintenance responsibility for the Preserve.

## II. Long-term Management

- Long-term non-profit managing organization will be launched by Interim Catalyst Group.
- City would participate in a Memorandum of Agreement that describes in detail the City's and the non-profit's responsibilities.
- City develop and execute a long-term lease agreement.
- Once fully established, the long-term nonprofit managing organization would be responsible for obtaining the funds for the day-to-day program operations, development and management of the Preserve.

Once a long-term management organization is created, staff will return to Council with a Memorandum of Agreement and long-term lease agreement.

## RECOMMENDATION

Accept the Shoreline Heritage Preserve Advisory Board's report.

## ALTERNATIVES CONSIDERED

None. The City Council appointed the Advisory Board and tasked them to return to Council with their recommendations.

## ENVIRONMENTAL REVIEW

There are no environmental impacts associated with this action.

## FISCAL IMPACT

There are no fiscal impacts associated with this action. The Shoreline Heritage Preserve is not part of the Community Facilities District. The area is designated as a wilderness park and requires only a minimal amount of maintenance. Maintenance costs, not covered by volunteers, are paid from Mare Island Leasing Fund, Fund 107.

## PROPOSED ACTION

Approve the attached Resolution accepting the Shoreline Heritage Preserve Advisory Boards Report.

## DOCUMENTS ATTACHED

Attachment A - Resolution

Attachment B - The Mare Island Shoreline Heritage Preserve Advisory Board Report of August 2008

CONTACT: Gil Hollingsworth, Mare Island Conversion Program Manager  
(707) 649-5454, e-mail: [gil@ci.vallejo.ca.us](mailto:gil@ci.vallejo.ca.us)

Susan McCue, Economic Development Program Manager  
(707) 553-7283 e-mail: [smccue@ci.vallejo.ca.us](mailto:smccue@ci.vallejo.ca.us)

RESOLUTION NO. \_\_\_\_\_ N.C.

BE IT RESOLVED by the City of Vallejo as follows:

THAT WHEREAS, on December 11, 2007, the City Council approved Resolution 07-326 N.C. accepting the Mare Island Regional Park Task Force Report and directed staff to facilitate the formation of the Mare Island Shoreline Heritage Preserve Advisory Board; and

WHEREAS, on March 4, 2008, the City Council approved Resolution 08-31 which appointed 18 members to the Advisory Board and tasked them to develop recommendations for the Preserve's long-term management, including a plan for financing the formation and initial expenses of the organization; and

WHEREAS, the Advisory Board has completed their deliberations and have developed said recommendations.

NOW, THEREFORE, BE IT RESOLVED, that the Vallejo City Council hereby accepts the Mare Island Shoreline Heritage Preserve Advisory Board Report of August 2008.

September 16, 2008

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# **The Mare Island Shoreline Heritage Preserve ADVISORY BOARD REPORT**

August 2008

Participating Members

Mare Island Shoreline Heritage Preserve Advisory Board

CoChairs:

Myrna Hayes, Shawn McAndrew

Members:

Eve Bach, Kenn Browne, Diji Christian, Gerry F. Cortez,  
Wendell Quigley, Diana Krevsky, Harmony Sakai,  
John Wankum, Linda L.Watts

City of Vallejo Staff: Gil Hollingsworth, Susan McCue



Photo by Brian Collett

AUGUST 2008

## **The Mare Island Shoreline Heritage Preserve ADVISORY BOARD REPORT**



### **BACKGROUND AND PURPOSE**

The concept for a regional park, as envisioned for the Mare Island Shoreline Heritage Preserve, offers the City of Vallejo unprecedented opportunity to create a destination that offers some of the most spectacular views of the Bay, historic landmark resources, and unspoiled natural habitat, as well as attracting visitors from afar as well as locally. As members of the Mare Island Shoreline Heritage Preserve Advisory Board, we present this report with recommendations for an organizational structure and funding strategy that will make this vision a reality.

After five years of formulating a mission, setting goals, researching managing and governance models, and then crafting a comprehensive report with consultants hired by the City, the Mare Island Regional Park Taskforce submitted their findings to the Vallejo City Council in December 2007. The Council then approved the taskforce report for the proposed Mare Island Shoreline Heritage Preserve and requested that an advisory board be formed early in 2008. After soliciting in the local newspaper for interested prospective members, the City Council appointed 18 members. The Mare Island Shoreline Heritage Preserve Advisory Board commenced meeting twice a month on a regular basis as of April this year.

The City staff directed the Advisory Board **“to develop a proposal for the Mare Island Preserve’s long-term management organization, including a plan for financing the formation and initial expenses of the organization.”**

In accordance with the Mare Island Regional Park Taskforce Report 2007, which was the basis for determining what the next steps toward developing the Mare Island Preserve would be, the Advisory Board reconfirmed the Mare Island Preserve to be a “new” and valuable asset granted to the City by the State. Consequently, the Mare Island Preserve must serve all Californians under the terms of its land grant from the State of California as well as Vallejo and the surrounding community.

The Mare Island Shoreline Heritage Preserve, when perceived as a vital contributor to a positive image of Vallejo, will generate economic benefits that encourage business and individual investment in the local community. A robust and productive managing organization for the Mare Island Preserve will bring a high level of financial growth to the Mare Island Preserve that will prove to be a major asset for the city.



The Mare Island Shoreline Heritage Preserve:

- represents a popular media opportunity in the area and should be a primary component of targeted tourism and marketing plans for Vallejo
- should be seen by the City as an important attraction and actively engage in ways to capitalize on the asset
- can strengthen existing ties and nurture collaboration with other nonprofits, public agencies, and private enterprises
- should be included in the City’s long-range planning and budgeting of infrastructure and facilities’ plans for Mare Island
- should be viewed as a key component of the larger scope of Mare Island economic development and other comprehensive interagency/developer planning, rather than thought of as an isolated, independent property



Photo by Gerry Cortez



Photo by Myrna Hayes



Photo by Brian Collett



Photo by Myrna Hayes

Clockwise from top left: Visitors enjoy the 360-degree view; spectacular views abound from the top of Mare Island Shoreline Heritage Preserve; Plein air artists take advantage of the inspirational scenic vistas; the “Spirit Ship” sculpture graces the starboard side of Mare Island.



## SUMMARY OF ADVISORY BOARD RECOMMENDATIONS

Based on our findings, we recommend first establishing an interim catalyst group that will subsequently assist in launching a long-term, dynamic nonprofit management organization. This organization will then enter into a cooperative partnership agreement with the City of Vallejo. Jointly, the cooperating partners will coordinate a variety of private and public resources that deliver exciting recreational and educational programs on a fully operational and maintained facility located within a preserved historical landmark and beautiful natural habitat.

The outline that follows gives an overview of the proposal we believe will be a “bridge” from present use to full realization of the vision, development, and management for the Mare Island Preserve.

### **I. Formation of an Interim Short-Term Catalyst Group**

#### **A. Transitional “bridge” from current use of the Mare Island Preserve to a full management partnership**

- Provide immediacy and continuity of proposals by Taskforce and current Preserve Advisory Board
- Focus on “Building the Mare Island Preserve” by cultivating interest, involvement, and constituency for the future long-term nonprofit managing organization
- Promote public awareness about the Mare Island Preserve
- Reach out to the community and encourage volunteer participation
- Invite people who can bring needed skills and knowledge to the project
- Lay the groundwork for a funding base for the future long-term organization
- Develop a dynamic organizational/partnership plan for the development and organizational structure of the long-term organization
- Select an advocate/representative for the Mare Island Preserve who will participate on any existing or forthcoming Mare Island economic development committees

#### **B. Short-term, renewable license between an Interim Catalyst Group for the Mare Island Preserve and the City of Vallejo**

As owner of the land, the city generally delegates or “spins-off” some of its responsibility for managing the land through a cooperating agreement. A license is usually used for short term programming on City property. A contract for services is another approach.

The Advisory Board recommends the following actions:

- Continue current visitor access programming (*hikes, outings, open days, events, etc.*) at the Mare Island Preserve
- Expand use of area without permanent capital improvements that fulfill requirements of the State Lands Commission for opening the area as a park, and achieve proposed Phase One of the Mare Island Regional Park Taskforce goals

- Research pitfalls and benefits learned from past City lease agreements
- Clearly spell out terms of license according to specific needs
- Allow a flexible, organic approach that buys time and anticipates environmental clean-up schedules for a time when additional properties and structures become part of the Mare Island Preserve
- Dissolve the interim group when the formal, long-term organization is formed

**C. Short-term funding needs**

- Liability insurance coverage
- Coordination of programming and day-to-day use of the area
- Promotional materials and public outreach, such as printed publicity materials and website
- Basic maintenance of existing infrastructure and safety improvements
- No permanent capital improvement expenditures

**D. Short-term funding resources and approach**

- A license agreement with the City that provides the legal framework permitting relationships with nonprofit groups for the acquisition of funds and donations
- Use of City’s contractors and fundraisers
- City’s role: retain full legal responsibility for property during interim phase
- Reliance on existing resources — in-kind and volunteer
- Interim group fundraising events, sponsors, and possible matching funds from the city
- A designated funds account to hold revenues in trust earmarked for building the future long-term organization

**E. Use of Mare Island Regional Park Taskforce Report recommendations as a guideline by Interim Catalyst Group**

- Carry out Phase One proposals
- Adhere to the mission and principles set forth
- Form a long-term managing organization for the Mare Island Preserve



Photo by Sue Wilson



Photo by Myrna Hayes



Photo by Gerry Cortez

Left to right: A lone bag piper pays tribute to fallen soldiers; the Mare Island Naval Cemetery, in existence since 1858; a volunteer leads tours of the historic Mare Island cemetery.

**II. Long-term, dynamic nonprofit managing organization for the Mare Island Shoreline Heritage Preserve and cooperative agreement partnership with the City of Vallejo.**

**A. Nonprofit managing organization will be launched by Interim Catalyst Group**

- A solid core of public interest and financial support will be in place
- A Board of Directors will be selected from a pool of dedicated candidates  
*Note:* Minimum number of board members/officers under CA Corporation provisions, include a President/Chief Executive Officer, Chief Financial Officer, and Secretary
- Partners for the Mare Island Preserve will be identified (*see Figure 1*)
- Management, governance, operations, and funding plan will be developed.
- Periodic progress reports to the City staff and public

<b>Partners for the Preserve</b>			
Types of support that will sustain the Mare Island Shoreline Heritage Preserve			
<b>Working</b>	<b>Advisory</b>	<b>Resources</b>	<b>Money/Financial</b>
City Staff: manager/facilitator/strategist  Volunteers  Paid contractors  Publicist  Legislative advocacy	Expertise  Mentors  Planners  Government & political representatives  Legal	Municipal services and programs  Public/private liason  Security  Legal services  In-kind, pro bono  City/County/ State/ National	Fundraisers  Benefactors  Grants  Community contributors  Foundations  Loans  Government funding

Figure 1

**B. City of Vallejo’s role as a shared management partner**

The cooperating agreement is usually codified in a Memorandum of Agreement (MOA) that describes in detail what the City does and what the nonprofit managing organization will do. The MOA describes rules, legal restrictions, and terms of agreement. The City benefits from this type of arrangement in that it gets many advantages of having a park without having to actually operate it. The City shall:

- Select a managing nonprofit partner to be responsible for operating the Mare Island Preserve/park (*does not have to be a competitive process*)
- Prepare a lease agreement that typically lasts 30–66 years
- Authorize the management nonprofit to make capital improvements based on the master plan
- Allow renewal and negotiable changes in the lease agreement
- Play a leadership role like other joint ventures or partnerships in seeking out and enhancing collaborative opportunities

### C. Funding needs

- Day-to-day program costs for continuous use and expansion of existing on-site programming
- Cost of organizational development and preparation of a 98-acre master plan
- Money and in-kind support for ongoing operations and maintenance
- Hiring a professional to sustain fundraising momentum
- Paid coordinator as a strategist and other consultants as needed
- Fees
- Ongoing development of the Mare Island Preserve
- Expansion of public outreach and promotion
- Long-range planning for all of Mare Island that includes the watershed or the river corridor — a mandatory precursor for the Mare Island Preserve to become eligible for certain major funding sources

### D. Funding resources and approach

- Seed money and donor contributions in place built up by interim catalyst group
- Matching funds and grants from various sources such as government agencies, foundations, and private donors
- Fundraising events
- Stable on-going funding from various sources
- Active pursuit of partnering support
- Lease revenues collected on public trust land to support expenses of the Mare Island Preserve (*this income is required by State law to be spent on Public Trust properties within the Land Grant*)
- Utilizing the City's grantwriter
- Cultivating ongoing relationships with various public agencies — all can potentially serve as conduits to State and Federal money



Photos courtesy National Archives, Pacific Region (San Francisco)



Photo by John Klycinski

Left: (Top photo) workers load ships with ammunition made by Mare Island Naval Ammunition Depot workers (bottom photo).

Above: Visitors enjoy a ride during the 150th celebration of the Mare Island Naval Ammunition Depot in 2007.



## NARRATIVE OVERVIEW

The Mare Island Shoreline Heritage Preserve Advisory Board recommends the following steps toward making a regional park a reality for immediate, interim, and future use of the Mare Island Preserve:

### **1. Use Mare Island Regional Taskforce Report and Mare Island Shoreline Heritage Preserve Advisory Board as guidelines**

All parties should refer to the principles and recommendations proposed in the Taskforce Report and by the Advisory Board when identifying various functions for the Mare Island Preserve, and when negotiating the terms of the long-term cooperative agreement with the nonprofit managing partner. Building on these two documents will bring continuity and clarity to the development process and likely expedite it.

The City should implement specific recommendations of the Taskforce Report (2007) for interim Phase One use of the initial 98 acres acquired by the City. As described in the Taskforce Report, this 98-acre portion of the property is available now, and already somewhat developed. Many of the existing buildings and facilities can be improved enough for temporary public use, and infrastructure maintenance can be carried out prior to funding and preparation of the actual Master Plan.

These basic improvements will enhance the visitor's experience. Ongoing, active public access serves as an incentive for funders to make additional investments because it demonstrates that preliminary investment at the local level has been initiated.

### **2. Continue support for informal, nonprofit programming currently operating on-site**

The City currently supports a variety of informal nonprofit uses of the Mare Island Preserve. This support should continue as guided by the Phase One scenario of Taskforce Report, e.g. the Historic Park Foundation's Memorial Day and Veteran's Day services and guided tours of the cemetery, Arc Ecology's Flyway Festival guided outings, Second Saturday Access Days and the Mare Faire, and Sierra Club-sponsored hikes.

Continued support will foster public access to the property and build a core constituency and pool of volunteers who will help expand the park's capacity over time. From this solid base, a "Partners for the Preserve" (*see Figure 2*) can grow and resources can be identified that build a "bridge" from now toward a healthy and fully functioning, sustainable management organization in the future.

### **3. Enter into a short-term license agreement between the City of Vallejo and the Mare Island Preserve Interim Catalyst Group**

The City should enter into a well-defined, short-term license agreement with an interim catalyst group to spearhead and assist with temporary public access, improvements,

and informal programming. The City can accomplish this through a fairly smooth and straightforward process. Entering into a temporary use license agreement with a nonprofit organization enables initial fundraising capabilities, and allows for general volunteer handling of maintenance and minor operational upgrades.

Mutual involvement and cooperation among the public and the city enhance a sense of community and pride of place. The outcome would be increased funding opportunities for the Mare Island Preserve's future and a more permanent managing organization.

#### **4. Follow a collaborative process to identify roles of cooperating partners**

To make progress toward forming a permanent nonprofit managing organization for the Mare Island Preserve, City staff should work together with a core of nonprofit organizations and other interested constituents or individuals for the purpose of clearly defining partner roles and responsibilities. The best entity suited to fill the scope of management functions can then be decided. This process will set the stage for terms of a cooperative agreement between the City and the long-term nonprofit partner. It will also assist in forecasting gaps in resources and skill sets the nonprofit managing partner needs from its board members, staff, and consultants to ensure success.

An early, long-range view also provides guidance for structuring the new organization and board composition. Such foresight will anticipate how the agreement can accommodate evolving management challenges when the remaining parcels of the Mare Island Preserve are brought online.

#### **5. Enter into Cooperating Agreement between the City of Vallejo and Nonprofit Managing Organization**

The City of Vallejo and potentially other local agencies would enter into a cooperating agreement with a nonprofit organization specifically established to provide for long-term management of the Mare Island Preserve. Based on the extensive research conducted by members of the Regional Park Taskforce (2003-2007) regarding the best models for a managing entity for the Mare Island Preserve, we recommend the formation of a new nonprofit that focuses its efforts primarily on The Mare Island Shoreline Heritage Preserve within the context of Mare Island. The Task Force Report provides specific guidelines for the composition of the Board.

Due to many factors identified and evaluated by both the Taskforce and the Advisory Board, it is not likely that there is an existing model for a nonprofit that initially will be a perfect fit in the short term. Steps toward forming a long-term nonprofit organization are part of an organic process that needs to evolve within a supportive and nurturing environment to achieve success.

The new nonprofit organization can begin with a few founding members actively working to carry out the organization's mission. In some rare cases, nonprofit organizations are formed through mitigations that provide for either start-up money or a revenue stream, such as was the case with the forerunner of the Solano Land Trust or the Carquinez Strait Preservation Trust — two local examples. Or, they may be well-endowed with funding

Mare Island Shoreline Heritage Preserve  
**Proposed Nonprofit Partnership Categories**

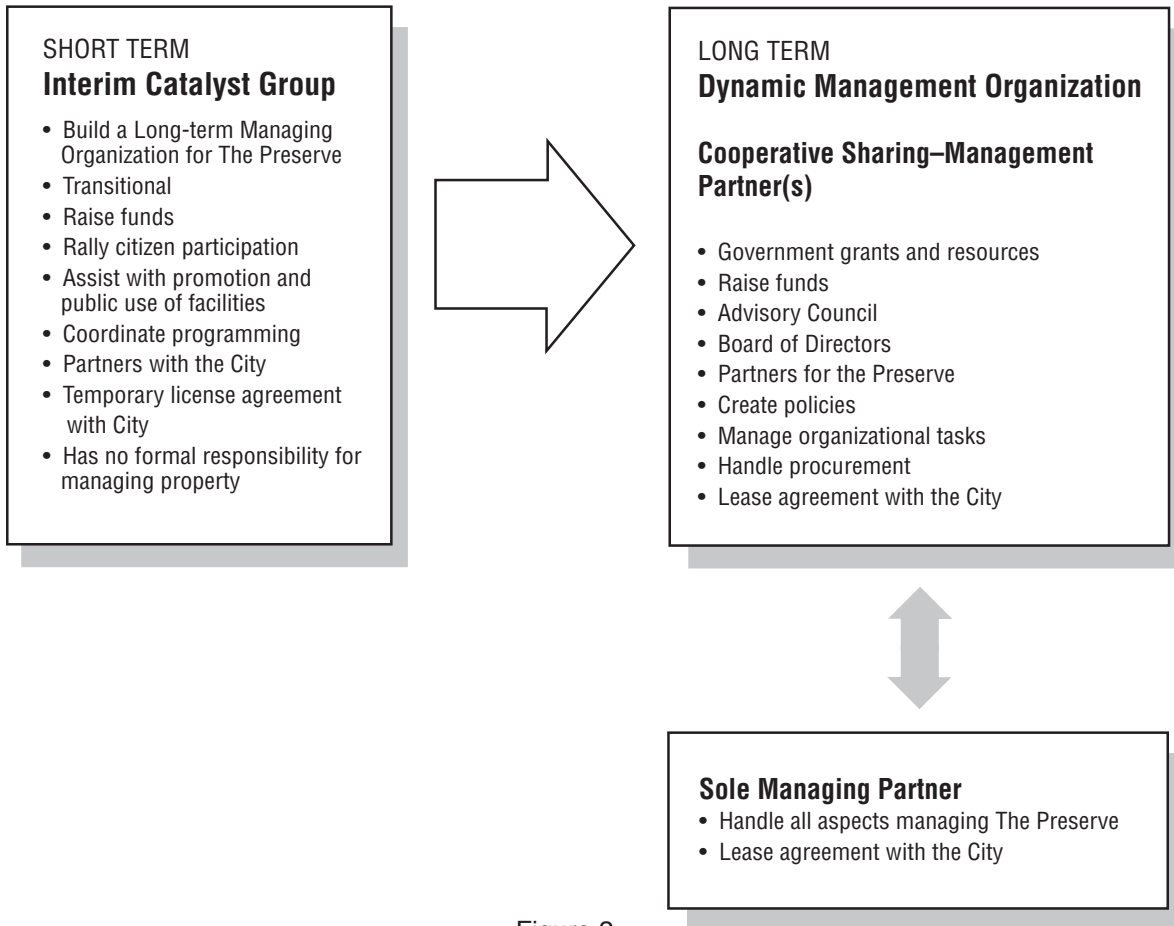


Figure 2

from the beginning. In some of these cases, the boards of directors are appointed, but in most cases, they are invited by a core group interested in forming a nonprofit and either accept or decline to become board members.

As determined by the Taskforce Report (2007), the City of Vallejo and the Greater Vallejo Recreation District do not have the capacity or mandate to operate the property for the broad variety of expected public trust-based uses. As the City’s partner, a nonprofit managing organization can tap sources of revenue that government cannot. This nonprofit cooperating partner would work in partnership with the land owner — the City of Vallejo — and others to leverage money and other resources for the planning, capital improvements and operations and maintenance of the Mare Island Preserve.

The Advisory Board believes that it will require a well-crafted agreement that may at some point involve cooperative management partnership of the property through MOAs with the City, possibly the Greater Vallejo Recreation District, the Vallejo Sanitation and Flood Control District, Solano County, and, in the initial years, the US Navy. Other agencies may also become partner managers in the future.



## **6. Delegate an evaluation and review process**

A mutually agreed upon disclosure method of evaluation and progress to the public and City Council should be an essential part of the process. Throughout various stages of development, review of the Mare Island Preserve's expansion, role clarification, contribution identification, and management development is important, and will ultimately lead to a cooperating agreement with a nonprofit cooperating partner. This review of goals, accomplishments, and adjustments can continue once the long-term nonprofit cooperating partner is in place with regular status reports.

A visible mechanism allowing for management transparency administered by the City of Vallejo and its cooperating partner will best serve all Californians. As a public trust property, a high level of public oversight should be the standard.

## **7. Identify Funding Sources**

The Advisory Board feels that in order to achieve successful management of the site, given the wide range of important historical, natural and scenic resources that have to be managed in a balanced way, a strong local and regional underpinning of support must be identified. Possible sources of revenue and other in-kind services can be generated by the City for short- and long-term funding.

**Interim short-term funding:** An interim catalyst group may act as a service provider and secure a contractor or licensee to the City to provide certain services within a defined scope of work. The interim catalyst group will likely apply for relatively small contributions and grants from foundations, corporations, and other nonprofit organizations and individuals in amounts generally less than \$50,000. These funds would be used for Phase One capital, programming, operations and maintenance, and public engagement. The group would also seek in-kind contributions of professional services, supplies, equipment, expertise, etc.

Under a licensing arrangement, it would also be appropriate for this interim group to launch a fundraising campaign that secures funds to finance formation and provide initial expenses to establish the long-term nonprofit managing entity. The ultimate financial goal of the Interim Catalyst Group will be to build a funding and operational base for formation of the Mare Island Preserve's long-term nonprofit managing organization.

The group's policy will have a provision earmarking funds for this purpose. Funds will be transferred at the time the long-term organization is established. This arrangement also clears the way for Phase One development of the Mare Island Preserve, and assures a solid foundation for a successful transition.

**Funding of the long-term nonprofit partner:** The long-term nonprofit cooperating partner would be established when the Interim Catalyst Group has gathered sufficient funds, organizational capacity, and a pool of qualified, dedicated, skilled project participants to support a successful formation of a nonprofit organization. This pool will be cultivated for the purpose of serving as board members, advisory council, and

committee members, volunteers and supporters, as well as employees and contractors to work in conjunction with the City to manage the Mare Island Preserve.

The City should provide funding and/or services to the Mare Island Preserve. City departments, such as City Attorney, Public Works (including landscape division, maintenance division-water, streets, lighting, events and street sweeping, garbage service, recycling division), Planning, Economic Development and Tourism, and Fire and Police should provide some services to help support day-to-day operations and organizational development. These contributions of services, supplies, or expertise would be matched and augmented by additional sources brought to the partnership by the nonprofit cooperating partner and other partners. The City should direct its grantwriter to seek funds for identified Phase One and long-term nonprofit cooperating partner financing.



Photo by John Klycinski



Photo by Brian Collett



Photo by Brian Collett



Photo by Gerry Cortez



Photo by Myrna Hayes

Mare Island Shoreline Heritage Preserve is rich with nature's beauty.



Visitors celebrated the Mare Island Naval Ammunition Depot's 150th anniversary in 2007.

Photo by John Klycinski



**COUNCIL COMMUNICATION**

**Date:** September 16, 2008

**TO:** Mayor and Members of the City Council

**FROM:** Craig Whittom, Assistant City Manager / Community Development *CW*  
Susan McCue, Economic Development Program Manager *SM*  
Steven England, Real Property and Asset Manager *SE*

**SUBJECT:** ANNUAL REAL ESTATE REPORT AND CONSIDERATION OF PROPOSED  
FY 2008-09 SURPLUS PROPERTY DISPOSITION

ANNUAL REPORT

This annual report is being submitted to the City Council pursuant to the Real Property Asset Management Policy (see Attachment B) adopted by the City Council on February 27, 2007. It is anticipated that properties will be identified for the surplus property list at least annually, as a strategic element of the City's portfolio management. Management of the City's real estate includes the following properties: City buildings used for operations, infrastructure sites, waterways, waterfront, revenue producing leased properties, non-revenue producing leased properties, leased park lands, open lands, grazing lands, lakes, licenses and easements.

Although leasing revenue has increased during FY 2007-08, the portfolio is challenged by a weak regional and local economy. Real estate in Solano County and particularly the City of Vallejo has been hit hard in both the residential and commercial sector. However, future job growth and investment in Vallejo, (i.e., Kaiser Hospital, California State Maritime Academy, Solano Community College, Touro University, Kiewit Pacific Construction Company, Brooks Street Development [General Mills site]), continued development activities by Lennar Mare Island, LLC, Discovery Kingdom expansion and various other proposed projects in the pipeline should positively impact the future economic vitality of Vallejo.

Real Property Asset Management

Primary goals for FY 2008-09 are as follows:

- Finalize processes necessary to market and dispose of surplus properties efficiently
- Revenue generation through leasing/licensing
- Execute an amended Master Lease between the City and Greater Vallejo Recreation District (GVRD)
- Provide on-going support of financial restructuring efforts

Secondary goals for FY 2008-09 are as follows:

- Document strategy for non-watershed lake properties
- Analysis of Blue Rock Golf Course asset (lease expires 2012)
- Assist the Benicia Vallejo Humane Society with its anticipated relocation

- Vallejo Yacht Club harbor expansion and seawall replacement completion

#### Leasing Activities (City as Lessor)

Over the past six months construction was completed and space became operational for the following businesses: Area Agency on Aging at 400 Contra Costa, Panama Red Coffee Company at the Ferry Building and Zio Fraedo's Restaurant on Harbor Drive. Rental increases were made across the portfolio in an attempt to bring properties to market value by adjusting rents previously negotiated and administratively increasing rents by adding annual Consumer Price Index (CPI) increases.

Cell site lease revenue continued to escalate through fixed or CPI annual increases and three new sites were activated. There are currently four additional sites being considered for lease and staff anticipates additional locations being proposed by six major wireless carriers. The City of Vallejo continues to be considered under-served by wireless carriers as evidenced by the loss of carrier signals in various spots throughout the City.

Staff will continue on-going efforts to ensure lessees are current on their lease obligations, property maintenance, insurance compliance and reporting requirements.

#### Property Leased (City as Lessee)

During FY 2007-08, three City leased locations were eliminated for an annual savings to the General Fund well in excess of \$90,000. The City personnel located at these sites were relocated to City-owned premises. No new private property leases were executed.

#### Lake Water System and Non-Watershed Property

General: The Water Division of the Public Works Department of the City of Vallejo operates various Lake Parcels which make-up a significant portion of Vallejo's water supply system. The lake and dams, acquired by the City in the late 1800's, are located well north of the City of Vallejo and partially located in Napa County. Lake Curry is roughly 30 miles from Vallejo and Lake Madigan, Lake Frey and Green Valley terminate on Green Valley Road, to the Northwest of Vallejo.

Green Valley: The 1,100 acres of non-watershed land in the Green Valley area was reportedly purchased circa 1870's. The non-watershed lands have for many years been leased for grazing land by a local rancher. Public access is currently restricted due to liability and cost constraints. We believe the land is desirable for public access by entities such as Bay Area Ridge Trail or the Solano Land Trust, as well as private interests. If the Green Valley non-watershed property was determined to be surplus property, the revenue generated from a sale could be used to off-set significant costs relating to the maintenance of the Lakes Water System (i.e. pay down of debt and implementation of much needed capital investments).

Lake Curry: The Lake Curry dam and water rights are currently unusable due to regulatory restrictions while annual maintenance costs remain in excess of \$300,000. The earthen dam is currently 75 years old and if failure were to occur, due to age or natural causes, such as flooding or earthquake, the City's Water Fund could be exposed to a significant capital expenditure. The Lake Curry property is located 30 miles north of Vallejo and currently, there is no infrastructure connection between Lake Curry and the City. We believe there is a market for the Lake Curry property both with public and private parties.

Vallejo Water System Vision: The Water Division's continuing strategic goal is to regain beneficial use of the impounded water rights at Lake Curry. Regulatory impediments have made the process extremely cumbersome and required the City to investigate the alternative solution of replacing the Lake Curry "water rights" with highly reliable "water rights" from a different source. The Solano Project (Lake Berryessa) can make available 3000 acre-feet, per year at an estimated cost less than the estimated value of Lake Curry. The Solano Project opportunity is currently available to cities within the County. Strategically, the sale of Lake Curry could secure a highly reliable source of water for the next 150 years and eliminate significant contingent liability and lower annual operating costs. The window of opportunity to purchase the Solano Project "water rights" is currently available, but may not be available to Vallejo in the future as State water resources become increasingly challenged.

During FY 2008-09 staff will immediately begin the process of evaluating the strategic disposition of the lake properties by first conducting up-dated title searches. Upon completion of the title work, an appraisal of the subject sites will be performed. Development of the long-range plan and a disposition strategy will occur concurrently.

#### MASTER LEASE BETWEEN THE CITY OF VALLEJO AND THE GREATER VALLEJO RECREATION DISTRICT (GVRD)

We are currently updating the Master Lease for approximately 33 park properties, comprising roughly 414 acres of City owned land, with GVRD. A comprehensive database is being prepared describing each property, terms of the lease, maintenance and utility obligations, classification, ownership and description of GVRD improvements.

#### SURPLUS PROPERTIES

Under Section 10.1.8 of the City of Vallejo Real Property Asset Management Policy, the City Manager, or his or her designee, has the authority to dispose of non-strategic improved or unimproved properties. Since the adoption of the Real Property Asset Management Policy, staff has reviewed City properties to identify those with no apparent short or long-term municipal use to the City. The properties can be generally characterized as: fractional acreage, remnant land from prior development, lost and undocumented parcels, encroachments, old easements and right-of-ways, irregular lots and under-utilized sites. Disposing of non-performing or surplus assets is an integral component of an asset management program.

The properties identified below are the result of a comprehensive review of over 500 parcels. The proposed properties were chosen because they did not currently meet one of the following criteria established in the City's Real Property and Asset Management Policy:

- Supports the municipal functions of the City
- Generates revenue that is sustainable
- Mitigates on-going expense to the City whenever possible
- Supports development of appropriate infrastructure in Vallejo (i.e., parking, roads, sewer and landscaping)
- Contributes to the City's tax revenue base
- Supports a specific social service, historic legacy or affordable housing need of the community that supports the City's mission statement/goals and objectives

The State requires an offer of proposed surplus properties to government agencies at fair market value in accordance with California State Law, Government Code Sections(s) 33000, 37350, 37420-37430, 50800 - 54299, 50569, 65402 and 66477. The notice period is sixty days (60), after which the City can make the properties available for sale.

#### Status of FY 2007-08 Surplus Property List

	Description	Status	Acres
1	3 rd Street & Lemon Street	Vacant Lot	.46
2	1200 Marin Street	Vacant Lot	.30
3	Tennessee & Broadway Streets	Improved Parking Lot	.60

The status of the surplus properties is as follows:

- 60-day notice and offer to Public Agencies has been completed
- Title Reports have been ordered and reviewed for title exceptions
- Purchase and Sales Agreements prepared and in final review process
- Appraisals received on two of three properties, appraisal on third property delayed due to title issues
- City web-site "Surplus Property" listing modifications in-progress
- Collateral marketing materials to support marketing process have been designed
- Establishing escrow process with title company
- On-going meetings with brokers, investors, and media to "soft-market" properties
- Continued "Market Watch"; following trends, real estate development, sales comparables, recent transactions, regional and local risk factors.
- Establishment of the surplus property process is nearing completion and initial list of surplus properties is ready to be offered as "available surplus properties". The exception being 1200 Marin Street which is pending due to recorded encumbrance. We are seeking a simple solution to this administrative road block.
- Sales support materials have been developed in support of an on-going surplus property program, i.e., signs, brochures, sales agreement, broker contact list, home-page "surplus

property” pull-down tab, set-up of a account-code for surplus property revenue and expense tracking.

- Process nearing completion to actively market properties, i.e. signs, web, media, mailings
- Staff anticipates sale of properties during FY 2008-09.

Proposed FY 2008-09 Surplus Property List (detailed descriptions found in Attachment D)

	Description	Status	Acres
1	Mare Island Way Frontage	Vacant (leased 64 years)	.12
2	400 Contra Costa (land & building)	Leased (3 years)	.32
3	Farragut Avenue (land)	VAHF Location	.45
4	Curry and Georgia Street	Vacant	.38
5	Fairgrounds Drive (remnant parcel)	Vacant	.42
6	Alden Street (south)	Vacant	.11

RECOMMENDATION

Staff recommends that the City Council approve the attached resolution authorizing staff to pursue disposition of the proposed list of FY 2008-09 surplus properties.

ALTERNATIVES CONSIDERED

The alternative to the disposition of these FY 2008-09 properties would be the retention of these properties as part of the City’s real property portfolio.

ENVIRONMENTAL REVIEW

The adoption of this Resolution is exempt from the California Environmental Quality Act (“CEQA”) pursuant to the general rule that CEQA applies only to projects which have the potential for causing a significant impact on the environment (Section 15061 (b) (3) of Title 2 of the California Code of Regulations) and as the sale of surplus government property is exempt pursuant to section 15312 of Title 2 of the California Code of Regulations.

PROPOSED ACTIONS

Adopt the resolution authorizing staff to pursue the disposition of the proposed properties by first designating these properties as surplus and then adding these properties to the City’s surplus property list.

DOCUMENTS ATTACHED

- Attachment A – Resolution
- Attachment B – Real Property Asset Management Policy
- Attachment C – Portfolio Statistics for FY 2007-08
- Attachment D – Surplus Property Descriptions



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**RESOLUTION NO. \_\_\_\_\_ N.C.**

BE IT RESOLVED BY THE City Council of the City of Vallejo as follows:

WHEREAS, the City of Vallejo Real Property Asset Management Policy was adopted on February 27, 2007, and added to the Vallejo Municipal Code 3.20.229; and

WHEREAS, staff has prepared an annual real property summary report for Council review; and

WHEREAS, the City of Vallejo ("City") owns the real property that, under the asset management policy, has been identified in a new list of candidate surplus properties for consideration by the City Council; and

WHEREAS, the properties under consideration can be generally characterized as those that are: fractional acreage, remnant land from prior development, lost or undocumented parcels, encroachments, old easements and right-of-ways, irregular lots and under-utilized sites; and

WHEREAS, the disposing of non-performing or surplus assets is an integral component of an asset management program; and

WHEREAS, the net proceeds from the sale of these properties would be segregated in a separate account for future discretionary approval by the City Council; and

WHEREAS, staff recommends that all proceeds from the sale of surplus property be expended on one-time reinvestments in City assets or City infrastructure.

NOW, THEREFORE, BE IT RESOLVED, that the properties listed in the Proposed Fiscal Year 2008-09 Surplus Property List presented in the staff report ("Surplus Properties") are declared to be surplus property and the City Manager is hereby authorized to direct staff to pursue the disposition and/or long-term lease of the Surplus Properties; and

BE IT FURTHER RESOLVED, that the City Council hereby approves and directs the City Manager to take all actions necessary to effect the sale and/or lease of the Surplus Properties and authorizes the City Manager's execution of any agreement, document or instrument, subject to the approval of the City Attorney or Risk Manager, necessary to carry out the purpose of this Resolution.

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# Real Property Asset Management Policy



**City of Vallejo**

**Economic Development Division**

**February 27, 2007**

**Approved by the  
Vallejo City Council;  
Resolution No. 07-43 N.C.  
Ordinance No. 1581 N.C. (2d)  
Section No. 3.20.229  
First Read February 27, 2007  
Adopted March 6, 2007**

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## Real Property Asset Management Policy

### 1. Purpose

The purpose of the real property asset management policy is to define the City method by which the City of Vallejo will provide stewardship and manage its real estate assets, including real property interests owned and/or controlled by the City of Vallejo.

### 2. Scope of Policy

The Real Property Asset Management Policy applies to all real estate assets owned and/or controlled by the City of Vallejo, including but not limited to: City owned and occupied structures, owned properties licensed or leased to third parties, properties leased by the City from third parties, State Lands Trust Properties, Watershed and multi-party joint venture interests

### 3. Profile of City of Vallejo-owned Real Property

The City of Vallejo owns and controls a portfolio of real estate properties located throughout the City, including State Land Trust parcels primarily associated with shoreline and tidelands properties. Properties include unimproved land, vacant and occupied buildings, temporary buildings, shelters, corporation yards, transportation and energy production facilities, restaurant, entertainment, golf, marina and harbor, wetlands, parks, office space, historically significant properties, telecommunications facilities, infrastructure facilities, and shoreline and tidelands properties held in trust by the City of Vallejo on behalf of the State Lands Commission.

#### Real Property Data Estimates:

A. Land Area of City of Vallejo <sup>1</sup>	30.2 Square Miles
B. Value of the City's Real Estate <sup>2</sup>	\$300-400,000,000
C. Land Only Allocation <sup>2</sup>	\$140 to 200,000,000
D. Improved Buildings <sup>3,4</sup>	1,800,000 Square Feet
E. Lease Revenue <sup>5</sup>	\$700,000
F. Leased Properties <sup>6</sup>	100 +/-
G. Annual Cell Site Revenue (paid by Carriers)	\$240,000
H. Cell Sites Leased <sup>7</sup>	10
I. Vacant/Unimproved Land Parcels <sup>8,9</sup>	80 +/-

- Notes:
1. Used for benchmarking comparisons
  2. 2001 Appraisals escalated to 2006 (estimates only)
  3. Owned and/or leased buildings and structures (incomplete list, work in progress)
  4. Lenar controlled Mare Island properties not included in the above totals
  5. Rent receivables forecasted for 2006, not including Six Flags revenue sharing or marina berth rentals.
  6. Properties leased by City, Subleased, Leased to City, GVRD, Telecom Cell Sites
  7. Cell sites on towers, PG & E power line easements, on buildings (25 year terms with escalation)
  8. Vacant land includes; un-improved lots, fractional parcels, easements (identification is a work in progress)
  9. The above data does not include State Land Trust property or Watershed properties such as; Lake Madigan, Frey, Green Valley, Lake Curry rights (identification of all holdings a work in progress)

#### **4. Public Policy Objectives regarding the use of real property assets**

- 4.1 City properties are currently used in various ways, that include but are not limited to; public assembly, administration, public safety, public health, education, Corporation Yard (shops), storage, private purposes, recreation, entertainment, passive and active parks, open space, marinas, lakes, waterways, bus stops, streets, infrastructure, water and utilities, landscape easements, telecommunications, public housing and properties the City leases as a Tenant. City-owned properties are also leased, subleased, licensed or permitted to third parties. The real estate may be used currently, or needed in the future, by the City for some public function or future planned use. In other cases the real estate is not part of a plan, has no use to the City improved or unimproved and should be identified as a candidate for disposition.
- 4.2 Use of the City real property regardless of the type of real property asset shall meet one or more of the following non-prioritized objectives:
- 1) Support the municipal functions of the City of Vallejo
  - 2) Generate revenue that is sustainable
  - 3) Mitigate on-going expense to the City whenever possible
  - 4) Supports development of appropriate Infrastructure in Vallejo (i.e., parking, roads, sewer, and landscaping)
  - 5) Contribute to the City's Tax revenue base
  - 6) Support a specific social service, historical legacy or affordable housing needs of the community that supports the City's mission statement / goals and objectives.

#### **5. Types of Transactions**

- 5.1 The following list describes the various transactions that the City would consider in the management of its assets. The transactions described are driven by a portfolio management plan that seeks to balance the cost of holding non-revenue producing properties versus revenue generating properties.
- 1) Acquisitions of real property, improved and land;
  - 2) Disposition of real property and/or partial interests
  - 3) Leasing/ sub-leasing property as Landlord or the City as a Tenant
  - 4) Land Leases with improvements by third party(s)
  - 5) Revenue Sharing Agreements
  - 6) Operating Agreements with third parties
  - 7) Granting Easements and/or Encroachments on land owned or controlled by the City
  - 8) Licensing Agreements (real and personal property), i.e., vending carts
  - 9) Granting of options, additional term, transfer rights, sale of business, assignment of lease, early termination, or any other right that may have

create economic benefit to the tenant by use of City owned or controlled property.

- 10) Order of an appraisal from a California Certified Appraiser with appropriate qualifying credentials for the specific property. Property transactions in excess of \$3,000,000 shall be reviewed by a MAI designated appraiser unless directed otherwise by the City Manager.

## 6. Analysis of Transactions

Transactions shall be analyzed to assure transparency relative to the public stewardship of City real property assets that are being executed by City Staff and to ensure that the City Council fully understands the short and long term impact that a real estate decision has on the City.

6.1 Analysis of real property transactions shall include, but is not limited to the following considerations:

- 1) Market analysis necessary to benchmark rates, price and terms of transaction
- 2) Title Report (preliminary and full title report)
- 3) Credit Check of third party through a nationally recognized credit verification organization such as Dunn and Bradstreet (D&B) Reports, Inc. or other comparable credit organization.
- 4) Review of bid estimates provided by tenant organization to ascertain reasonableness of project costs and/ or tenant improvements
- 5) Preparation of a cash flow project showing the financial benefits to the City over the initial term of the Agreement or Lease

## 7. Use of Brokers and Agents:

Use of brokers and agents to market, acquire, dispose of and lease properties owned or controlled by the City shall be used at the discretion of the City Manager. In the event a broker is used to acquire, sell or lease a property, it is the policy of the City to document the terms and the conditions of an "Exclusive or Non-exclusive Authorization to; Acquire, Sell or to Lease Property". All brokerage agreements should be treated as being negotiable for the purposes of this policy.

Essential terms of these agreements shall specifically include the following language and sections describing the terms of brokerage agreements:

- 1) Parties to the Agreement
- 2) Property Description
- 3) Price and Terms of the transaction
- 4) Extension of initial listing (extension of marketing period)
- 5) Commission Schedule and Payment Schedule (see Appendix B)
- 6) Lease terms of more than three (3) years
- 7) Month-To-Month tenancy commission statement and terms

- 8) Determination for the payment of a commission (s)
- 9) Extension of term or additional space leased or added to listing
- 10) Purchase of property by tenant
- 11) Obligation to pay commission (agree in advance who is to pay broker and how payment will be funded)
- 12) Cooperation by parties "Client/ Broker" to achieve objective
- 13) Non-discrimination language in the Agreement
- 14) Client Representations; owner of record, no other person or entity has rights over property, no delinquencies or defaults, not subject to court jurisdiction, both parties have made no promises or representations not included in the agreement
- 15) Disclosures, expert matters and responsibilities of client and brokers
- 16) Defense, Indemnity and Hold Harmless Clause
- 17) Dual Agency Disclosure and Authorization Clause
- 18) Mediation and Disputes
- 19) General Provisions clause and statements

## 8. Responsibilities of Stakeholders

The following section defines roles within the City government necessary for the successful management of real property assets. Software for the management and accounting of real estate assets should be obtained and integrated with the GIS database and the resources deployed to maintain a fully functional Asset Management and Accounting System that serves the needs of all City stakeholders.

- 1) *Asset Management Program in the Economic Development Division:* The Real Property and Asset Manager shall lead this program. The asset management program will encompass all real property owned, leased, managed, controlled or having an interest in by Agreement. The purpose of the Asset Management program is to provide a proactive program of City sponsored stewardship for the real property assets of the City of Vallejo which includes the integration of property planning and day-to-day operations into the decision process.
- 2) *City Attorney's Office:* The City Attorney's Office shall provide support to the function of Real Property and Asset Management in all matters effecting the management of City real estate matters. Supplemental legal services shall be provided to augment the City Attorney's services as required. Real Property and Asset Management transactions and activities shall be in conformance with rules and regulations governing the City of Vallejo.
- 3) *Development Services Group:* All projects on City property shall conform to the City's General Plan, Zoning Regulations and Planning Guidelines, and building code requirements.
- 4) *Housing & Community Development Division:* This division shall be included in the disposition of residential properties to ensure affordable housing development providers are provided the opportunity to acquire the property.



- 5) *Public Works Department:* The Public Works department shall provide facilities and property management support and maintenance services for properties within the City's real estate portfolio, i.e., cleaning, landscaping, heating, air condition and plumbing, electrical maintenance, fire alarm, security, landscaping, grounds, electrical maintenance, roof and structure repair.
- 6) *Risk Management Division:* Risk Management shall be included in the review of all transactions affecting the properties, tenants, operations or the construction or demolition of improvements Liability and Property Insurance shall be maintained by the City or through tenant leases, as well as assuring that the City, Council, Staff are indemnified and named as additionally insured..
- 7) *Finance Department:* The Finance Department shall ensure that account methodology and processes shall be made sufficient to fully support and account for the city's real estate assets, e.g. budget tracking, accounts receivable/ payables, aging report, real property inventory system, fixed asset accounting, surplus property inventory, financial policies and guidelines.
- 8) *Information Services Division:* Provide technology and software platforms that support that will emphasize efficient asset management of the City's portfolio e.g., research databases, access to financial database, GIS, VEDIS Mapping, Title Records, Market Data, linkages to various City data sources ...
- 9) *City Clerk's Office:* File and maintain all agreements in accordance with established city policies and procedures, public record requirements and in compliance with all laws.

## 10. Approval and Authority

- 10.1. All purchases and sales of real estate and the execution of all lease agreements are governed by the provisions of Chapter 3.20 of the Vallejo Municipal Code, except that the City Manager, or his or her designee, shall have the authority to approve, subject to the City Attorney's review and approval to form the following real estate transactions:
  - 1) Lease renewals and rate adjustments up or down that affect no more than twenty percent (20%) of the current rental rate and impact the lease term for a period of no greater than three years.
  - 2) Leases or sub-leases of three years or less with no automatic options to extend the term or with a leasehold value of \$25,000.00 or less.
  - 3) Termination of lease or sub-leases based upon original term (not a forced action).

- 4) Initiate unlawful detainer actions, foreclosures, requests for reconveyance when promissory notes are paid in full and other administrative management responsibilities of a minor nature.
- 5) Regarding Agency or Non-Profit real property transactions with tenant expectations for below market rent, property expense and/or capital investment partially or fully funded by the City of Vallejo, the City Manager must have City Council approval of all business terms.
- 6) Lease Assignments to qualified third parties, name changes (lessee entity), approval of sale of business to a new operator (subject to City licensing, planning and permitting processes).
- 7) Tenant improvements affecting less than twenty percent (20%) of the space (subject to City licensing, planning and permitting processes).
- 8) Disposition of surplus non-strategic improved or un-improved property valued at \$500,000 or less for a single asset or group of assets.
- 9) Licenses for temporary use of City-owned properties for permitted uses (1 year or less with provisions to renew annually with 30 day notice to cancel at City's option).
- 10) Emergency Actions that are required to repair, replace or taken to reduce life threatening situations (public safety), structure (s) or City infrastructure pursuant to the Vallejo Municipal Code 3.20.080.
- 11) Commission rates and schedules for brokers for their participation in Sales and Purchase Agreements and Leasing activities (pre-approved in agreements by the City Manager).
- 12) Assignments and name changes, Renewal of lease based upon stated terms of lease, CPI adjustments, tenant improvements, exercising previously approved options to renew, terminations, lot line adjustments, easements agreements and encroachment permits.

10.2 Real estate transactions, including but not limited leases, sales of surplus property and acquisitions of property are projects under the California Environmental Quality Act ("CEQA"), (California Public Resources Code Sections 210000 et seq.). All determinations about real estate transactions under this Policy shall comply with CEQA.

## 11. Real Property and Asset Management Reporting

- 11.1. The City Manager shall prepare a Real Property Activity Report and activities to the City Council no later than July 31<sup>st</sup> of each year. The content of the report will included the following:
- 1) Portfolio Statistics (acres, square feet, occupancy, revenue, vacant parcels, and capital projects);
  - 2) Updated Portfolio Management Plan;
  - 3) Leases Executed or Renewed;
  - 4) Leases on Month – to – Month;
  - 5) Licenses (new and existing);
  - 6) Leases Terminated;
  - 7) Agency and Non-Profit Leases;
  - 8) Properties Acquired;
  - 9) Properties Sold;
  - 10) Planned activities for the up-coming (6) months; and
  - 11) Report on any outstanding or anticipated litigation
- 11.2. The disposition strategy for each real estate asset shall be identified and which policy objectives are being met by the strategy.

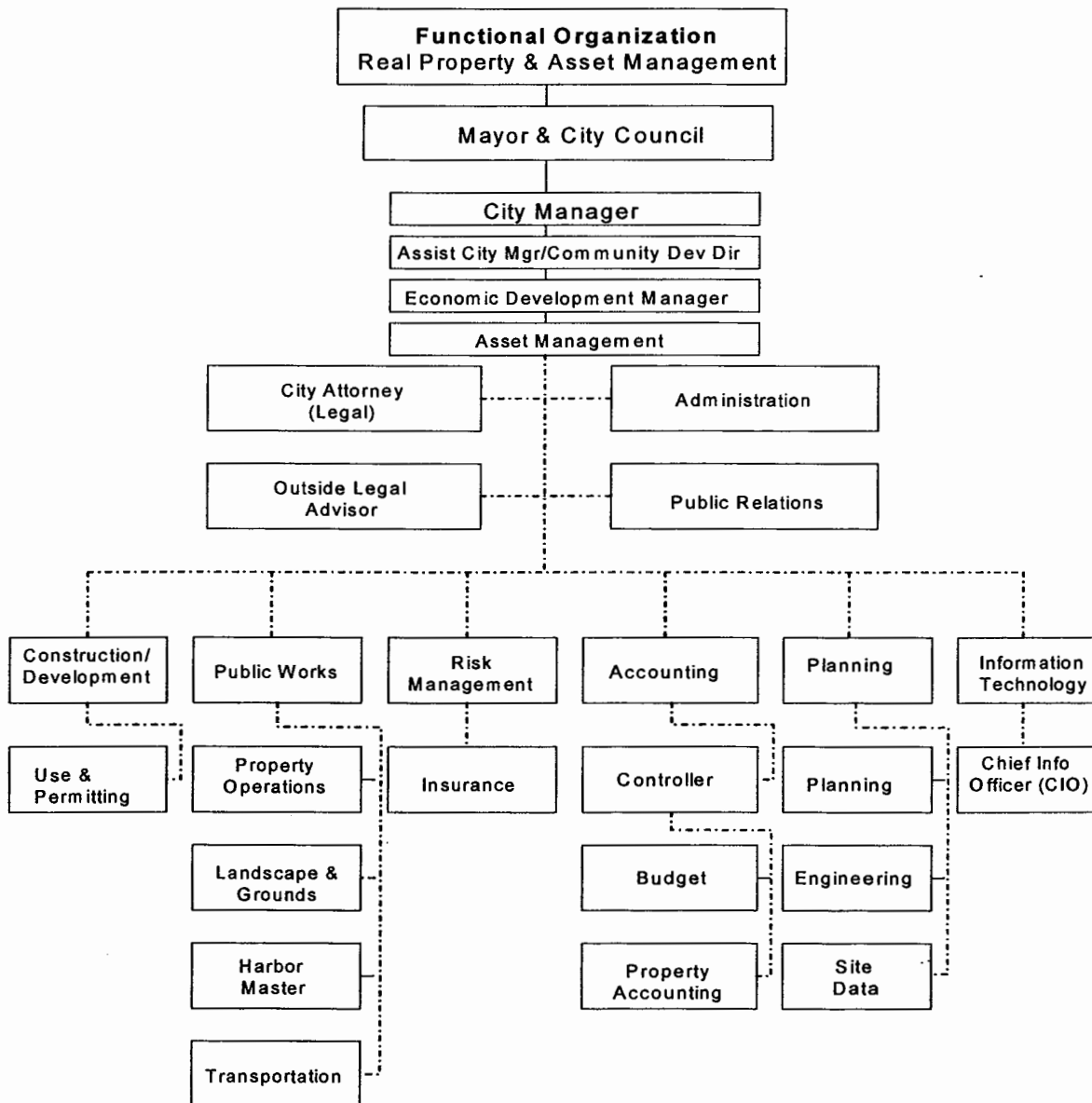
## 12. Severability

If any section, subsection, sentence, clause, phrase, or portion of this Policy is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Policy. The City Council hereby declares that it would have adopted this policy and each section, subsection, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions be declared invalid or unconstitutional.

**Exhibit I**

**Real Property and Asset Management Function Organization Chart (2006)**

The functional organization chart below represents the various stakeholders within the City of Vallejo that have impact and share accountability for the management of the City's real estate assets. It is the intent of this policy to maximize the use of the City's real estate assets through improved management processes, stewardship, and fiscal transparency. The achievement of this goal can only be achieved by the various City Departments noted below working productively to produce sustainable results.



REVISED MARCH 1, 2007vised

Revised February 27, 2007

## Appendix A

### Definitions

**Appraisals:** The determination of what constitutes a fair price; valuation, estimation of worth, the preparation of a report representing the method of determining the value.

**Asset Accounting and Finance:** The systematic and accurate accounting of income and expenses for properties and interests identified in the property listing. The accounting should be of such material substance that timely reports reflect the current status of all properties owned and/or leased by the City of Vallejo, including but not limited to; revenues (accounts receivables and aging report), expenses (accounts payable), capital projects (WIP), budget to actual reporting, real property inventory, fixed asset inventory and any other specialized reports or subsidiary reports required to manage the real estate portfolio in a manner consistent with best practices used in portfolio management and accounting.

**Authority to Act:** Any agreement between the City and a third party must be executed pursuant to the authority granted in Chapter 3.20 of the Vallejo Municipal Code and this Policy.

**Brokers and Agents:** An agent who acts as an intermediary or negotiator, between prospective buyers and sellers; a person employed to make bargains and contracts between other persons in matters of trade, commerce, and navigation. The procuring party who introduced parties in a transaction will generally be due a brokerage fee for their action, however limited or immaterial. Leasing commissions will represent shall be included in cash flow projections over the term of the initial lease in the analysis of transaction benefits to the City and economic impact.

**Business Agreements:** Are primarily business arrangements that involve the use of a City asset. The rental/ lease payment for the Business Agreement should be market-driven and periodically adjusted. These agreements are frequently assigned a program manager.

**Capital Projects:** A comprehensive approach for the management of capital projects from inception through close-out including but not limited to the following; project conceptual plans, preliminary estimates, schedule, design, estimates, value engineering, design review, permits, construction bids, award, construction, change orders, field orders, inspection, commissioning, acceptance, as-built drawings, occupancy permit, accounting and job close out. The steps for capital projects, although somewhat scalable are required for successful completion of any project, by-passing steps will only compromise the success of the project.

**Collaborative Agreements:** Generally these are partnership arrangements whereby the lessee/designed contactor works with the City in the operation of a facility or delivery of a service. These agreements should be associated with a strategic outcome that may, if appropriate, justify the collection of below market rents/leases or the City's direct support of the service. All collaborative agreements must be assigned a program manager to fix accountability for specific performance of the agreement(s).

**Consultants:** Firm's and individuals who sell their time, expertise and contacts to assist a principal in diagnosing and solving problems, supplementing the lack of staff resources or fulfilling a staff position on a long term basis. Consultants generally are employed on a rate per hour basis, and at times for a fixed fee. Agreeing on terms, scope of work (SOW), Limiting Conditions, Reimbursable Expenses, Project Schedule and expected Deliverable (agreed upon completed product to be delivered at the conclusion of the contract).

**Lease:** A contract by which a rightful possessor of real property conveys the right to use and occupy that property in exchange for consideration, usually rent. Such a conveyance plus all covenants attached to it. The written instrument memorializing such conveyances and covenants. The piece of real property is so conveyed. Lease forms; assignable lease, commercial lease, concurrent lease, consumer lease, durable lease, finance lease, full-service lease, graduated lease, gross lease, ground lease, leveraged lease, master lease, month-to-month lease, oil and gas lease, and sandwich lease.

**Market Research:** An in-depth study of a specific market, property, rental rates, sales comparables, demographics and economics locally or regionally. Multiple sources should be used to confirm data, conformation of data received, use statistical methods to sort and analyze, normal time that material was gathered versus newer data, place precise limits on the data being collected and assure that data is comparable data. Attempt to determine why data was gathered originally, for what purpose, what time period and assumptions used to define data sets. Beware of canned reports that are free or available on the Web, these may be of low value in assessing a market or establishing value.

**Measurement Standard:** Standards for the measurement of real property area maintained by the American Standards Testing and Materials (ASTM), standard methodology for measurement is ASTM document E 1836-96 (up-dated) Standard Classification for Building area Measurement (also administered through the Building Owners and Managers Association International (BOMA and International Facilities Management Association (IFMA); Gross Area, Rentable Area, Usable Area, Assignable Area are the common measurement terms used in leases to identify the demised space.

**Non-Profit Organizations:** The City from time to time will elect to make available City property for the exclusive use of a community based service. The use of the space, condition and level of maintenance agreed upon shall be monitored and tracked by the designated program manager and/or asset manager.

**Personal Property:** Any movable or intangible thing that is subject to ownership and not classified as real property.

**Portfolio Tracking:** Methodology and supporting systems to maintain record keeping necessary to account for real estate assets in the form of leased and owned properties, vacant parcels and partial interests. Tracking may be a paper based system, spreadsheet or commercially available software program. Any method used should have defined reports, input/output quality assurance, and be routinely used and reviewed in the day-to-day management of the portfolio to assure compliance, contractual performance, to maximize cash flow to the City and to mitigate risk.

**Possessor Interest Tax:** A taxable possessory interest (PI) is created when a private party is granted use of real property owned by a non-taxable entity. The key criteria that must exist to have a taxable possessory interest is the right to possession of the real property owned by the non-taxable entity. The possession must be independent, durable, and exclusive of rights of others. It must be a private benefit to the possessor above which is granted to the general public (i.e., commercial office, restaurants, retail stores, uncertified non-profits, etc....).

Possessory interests include such property as; boat slips on public lakes, marinas or rivers, mini-storage facilities, private walkways, airplane tie-downs, telecommunication antennas and equipment houses, cattle grazing rights on Federal, State and City land, tenant concessionaires at conventions or fairs, cabins on U.S. Forest lands, public golf courses leased to private operators, ski resorts, airline and cargo space at airports, container operators at major harbors, the right to grow crops by land owned by community colleges, the right to have vending machines located on government owned buildings.

**Real Property:** Land and anything growing on, attached to, or erected on it, excluding anything that may be severed without injury to the land. Real property can be either corporeal (soil and buildings) or incorporeal (easements).

**Repairs and Maintenance:** Routine repair of property architectural elements, systems, components, grounds, including but not limited to roof, structure, landscaping, parking surfaces, fire and security systems, sewage, domestic water and ingress/ egress pathways.

**Tax Properties:** Properties that have been improved and entered into the County Assessors Property Tax records, including those properties eligible to pay Possessor interest Tax.

**Telecommunications:** Antenna sites, microwave towers and dishes, cell sites, underground communications, video, digital and optical cables/ fiber, supporting infrastructure, back-up and emergency service equipment, including but not limited to

street and building "points-of-presence". "POP's, "point-of-entry"(POE's), "network operations control centers" "NOC's" , aquatic cable crossings, buried conduit and building networks including local area networks (LANS), WiFi/ Max WiFi transmitter/ receiver installations. All of these installations may require licensing, long term leases, easements and/ or permission to encroach on an existing easement (s).

**Third Party Agreements:** Any agreement between the owner/ Lessor with a party disassociated with the ownership whereby a contract is agreed upon for specific services, performance over a specified period of time.

**Use Agreements:** A Use Agreement grant a privilege or right (exclusive or non-exclusive) to a party to conduct commercial or non-commercial business activity at a defined site or area. These agreements are typically for a fixed term, but may have options to extend the initial term.



## Appendix B

### 1. Lease Commission Schedule and Payment (example only)

Amount of commission (always subject to negotiations): The commission is based upon the value of the rent to be paid by the tenant, rent being defined as the dollar value of consideration paid by the tenant for the benefit of the Owner of the property. In consideration of being the procuring party through a pre-existing agreement (listing), the owner has agreed to pay commissions to a Broker(s) for services provided. Size of the tenant, Gross (full serviced) or Net (Tenant pays expenses), who pays the broker's commission and the market for a specific property (difficulty), terms of payment and month-to-month tenancies are variables in setting the commission rate. The full amount if the leasing commission is generally due upon tenant occupancy or at the time of the first rental payment. Care must be taken not to give away exclusive "listings" present or future, commissions on future renewals or option extensions (always requested by brokers). Costs associated with brokerage commissions should be included in staff reports and included in the cash flow analysis and City budgeting.

Typical Lease Commission Schedule:

Gross Lease	Net Lease
6% of the rent for the first 12 months	7% of the rent for the first 12 months
6% of the rent for the second 12 months	7% of the rent the second 12 months
6% of the rent for the third 12 months	6% of the rent for the third 12 months
4% of the rent for the fourth 12 months	5% of the rent for the fourth 12 months
4% of the rent for the fifth 12 months	5% of the rent for the fifth 12 months
3% of the rent for the next 60 months	4% of the rent for the next 60 months
2% of the rent for the balance of the term	3% of the rent for the balance of the term

### 2. Purchase and Sales Agreements (example only)

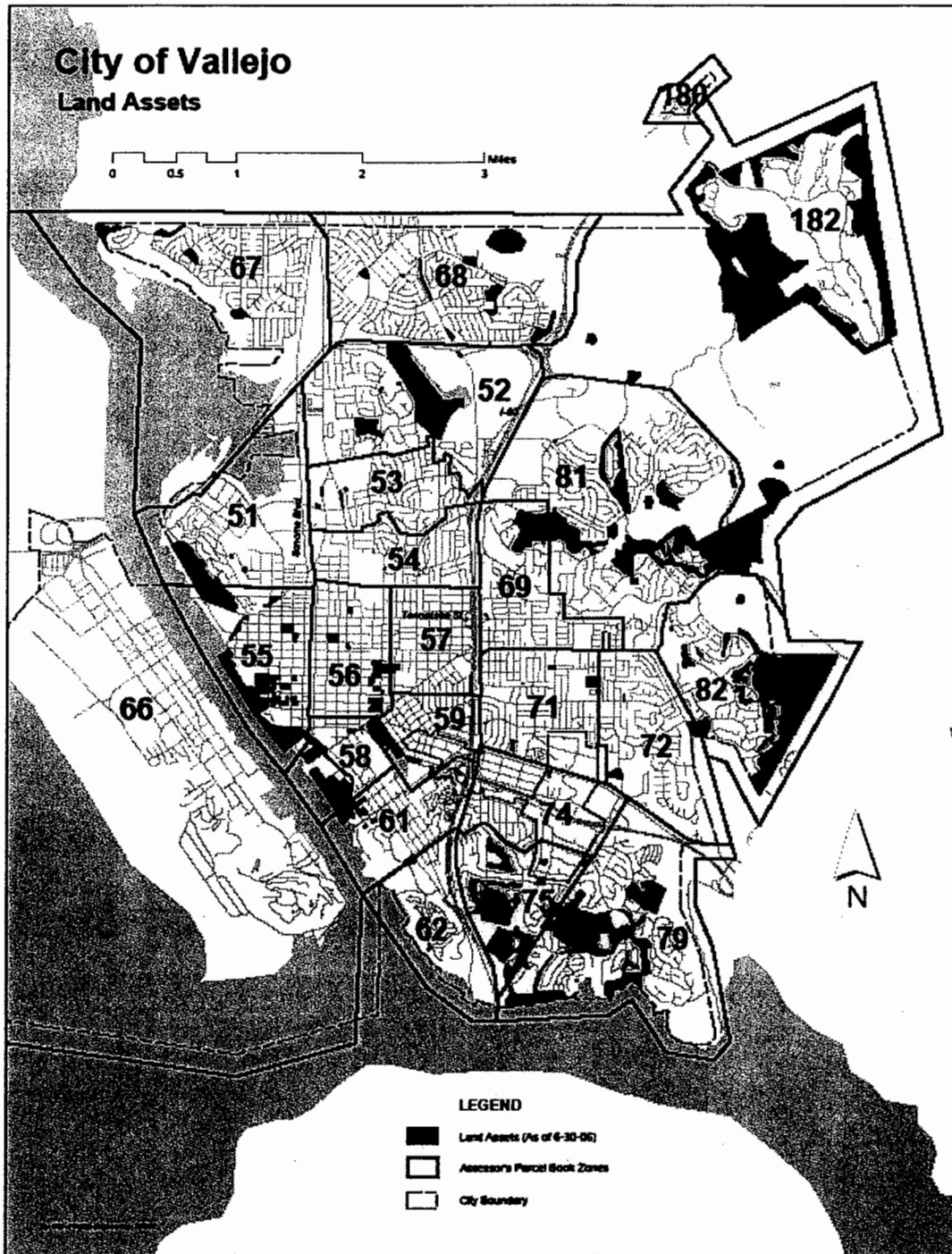
The Purchase and Sale Agreement used to buy and sell property is a detail document that requires adherence by all parties. The Broker is the primary driver in satisfying all of the requirements addressed by the State of California in the conveying real property. A typical range of Broker (s) Commission is between 2 – 6% of the sale price achieved. The lease/ sales commission is based upon many variables: terms of sale, financing, down payments, Title Report, property tax, closing costs, possession, document delivery, contingencies, inspections, pest report, personal property, lease review, permits, zoning, escrow, warranties and guaranties, specific performance, liquidated damages,

Government Acts and Regulations, dispute resolution, Broker's disclosure, maintenance provisions, risk management considerations, tax deferred exchanges, estoppel certification, condition of property, assignments, hazardous

substances, tests, indemnifications, encumbrances, encroachments and pending litigation. Costs associated with brokerage commissions should be included in staff reports and included in the cash flow analysis and City budgeting for all transactions.

### Appendix C

City of Vallejo Map (geographic boundaries)



## PORTFOLIO STATISTICS FY 2007-2008

1.	Leased Premises	48
2.	Leased Square Feet	1,018,385
3.	Lease Revenue FY 2007-2008	\$796,715
4.	Cost Reductions (occupancy cost)	\$170,000
5.	New Leases Signed	8
6.	Target Leases FY 2008-2009	6-8
7.	Leased to City (City as tenant)	3
8.	Non-Profits \$1.00/sq.ft./year	15 Properties
9.	Terminated Lease (Lease & Sub-lease)	10 Properties
10 .	Cell Site Revenue	\$205,815
11 .	New Cell Sites in Negotiations	3
12 .	Licenses (less than 1 year)	2
13 .	Grazing Land Leases	2
14 .	GVRD Master Leased Parks	33
15 .	State Lands Commission (SLC)	8.5 MILES Napa River
16 .	Surplus Properties Approved	3
17 .	Surplus Properties Sold	0
18 .	Surplus Properties Proposed	6
19 .	Litigation Activity	0
20 .	Tenant Insurance Compliance	96%

**Note:** The majority of the above information found above was taken from the "Asset Management Tracking Database", as of July 29, 2008. The information contained in the database is periodically up-dated to reflect the most current information available.

**Property 1**



**LOCATION:**

Mare Island Way  
Frontage

**APN NUMBER:**

0055-160-500

**SQUARE FEET:**

5,326

**ACRES:**

0.12

**ZONING:**

Public Facility (PF)

**SALES PROCESS:**

Direct Negotiations with  
current lessee

**COMMENTS:**

Small parcel that is  
leased to PG&E and  
being assigned to a  
developer who is  
attempting to assemble  
multiple parcels  
necessary to support a  
new development.

**SELL/LEASE DISCUSSION:**

The property has had no prior use by the City, is currently zoned as PF, Public Facility. The parcel was initially leased to Pacific Gas & Electric (PG&E) for a total of 64 years with options. The parcel is a parcel with no direct access to a public right-of-way. Due to the long term lease granted to PG&E and the broad assignment right contained in the lease the City's consideration of surplus disposition to the prospective developer is a preferred option. Sale could generate revenue and support new development. Any new development would require standard City planning and approvals.

## Property 2

**LOCATION:**

400 Contra Costa Street

**APN NUMBER:**

9957-146-110

**SQUARE FEET:**

Building 3,000 SQ. FT./ Land 14,000 SQ. FT.

**ACRES:**

0.32

**ZONING:**

Public Facility (PF)

**SALES PROCESS:**

Direct negotiations with current lessee

**COMMENTS:** 40 year old wood frame building.

**SELL/LEASE DISCUSSION:**

The property was built by the Boy Scout organization in 1969 as their regional headquarters. Since that time it has never been used by the City. The property is located in a residential neighborhood, located across from the newly refurbished Children's Wonderland Park. The current tenant, Area Agency on Aging leases the space from the City, made capital investments in excess of \$80,000 and corrected code deficiencies. No municipal use of the property is contemplated due to location, age, quality of improvements and zoning . Although recommended as surplus property, staff is recommending that the City continues with the market rate to lease in the event the current tenant or market supports on-going tenancy at the end of the current term (June 28, 2010) and hold, or sell at the appropriate time due to timing and an improving neighborhood.

### Property 3



**LOCATION:**

415-419 Farragut Avenue at Santa Clara Street

**APN NUMBER:**

0055-044-190

**SQUARE FEET:**

19,602

**ACRES:**

0.45

**ZONING:**

Public Facility (PF)

**SALES PROCESS:**

Direct negotiations with adjacent property owners, a qualified non-profit entity or through the public agency offering/competitive purchase process.

**COMMENTS:** In-fill lot with view

### SELL/LEASE DISCUSSION:

The site is comprised of two parcels located next to the Admiral Farragut School. One parcel (415 Farragut) is leased to VAHF for a \$1.00 per year. The second parcel (419 Farragut) is vacant. The structure ("The Heritage House") on 415 Farragut may be owned by VAHF and the Foundation maintains the site including a City owned parking lot located adjacent to the site, which is used for parking. 419 Farragut is maintained by the City and has a history of being a troublesome property as it is not fenced, is used for illegal dumping, homeless and reported drug activity due to the unmaintained brush and shrubs which provide cover. Both parcels are adjacent to the railroad track and are a convenient location to dump discarded items onto the rail road track. The properties are not one that could generate lease revenue, yet it is large enough to support residential, or possibly another Heritage House preservation project. No municipal use of the property is contemplated and in its current condition presents an on-going ownership liability.

## Property 4



**LOCATION:** Curry Street at Georgia Street

**APN NUMBER:**

0055-215-280

**SQUARE FEET:**

16,000 +/-

**ACRES:**

0.38

**ZONING:**

LDR

**SALES PROCESS:**

Public Agency offering/competitive purchase process.

**COMMENTS:**

Irregular large lot

### **SELL/LEASE DISCUSSION:**

The lot is between 15th and Curry Streets along the east end of Georgia Street at I-80. The property is best approached from the north on Madigan Street. The property is partially fenced on the Curry Street side. The property has not been used or maintained by the City for many years. The property appears to be a remnant from the original over-pass project that crosses I-80. The property is zoned residential and if assembled with other adjacent properties could support new development. If developed as is, there would be a need to be creative in the design of the structures and parking to maximize the sites potential. The City has no municipal use for this site and any private investment into the immediate area would help improve the neighborhood. The location is centered between two neighborhood shopping centers and near main Vallejo arterial streets.



## Property 5



**LOCATION:** Fairgrounds Drive at Highway 37

**APN NUMBER:**

0068-191-210

**SQUARE FEET:**

18,706

**ACRES:**

0.42

**ZONING:**

LDR

**SALES/ LEASE PROCESS:**

Public Agency offering/competitive purchase process.

**COMMENTS:**

Large Irregular shaped land-locked lot

### **SELL/LEASE DISCUSSION:**

The property is a remnant property that was part of the construction of Highway 37 and Fairgrounds Drive. It is adjacent to the Best Western Hotel on Fairgrounds Drive and across the highway from Six Flags Discovery Kingdom. Adjacent property owners are prospective buyers. The property is land-locked on four sides and has no municipal use or purpose.

## Property 6



**LOCATION:** Alden Street - South

**APN NUMBER:**

0061-062-050

**SQUARE FEET:**

4,792

**ACRES:**

0.11

**ZONING:**

Public Facility (PF)

**SALES/ LEASE PROCESS:**

Public Agency offering/competitive purchase process

**COMMENTS:**

Parcel in path of growth. Fractional acreage

### SELL/LEASE DISCUSSION:

The subject property is at the south end of Alden Street, an unimproved street. Alden Street is a "paper" street and has never been improved, north or south, due to the development of the area and topography of the land. The immediate area is in transition with the recent purchase of the General Mills site, located several parcels away from the subject site. The site has not to staff's knowledge been used by the City, is not fenced, and is used as an illegal dumping site. The City has no municipal use for this fractional acreage.