

## AGENDA



City Hall  
555 Santa Clara Street  
Vallejo, CA 94590  
[www.cityofvallejo.net](http://www.cityofvallejo.net)

### VALLEJO CITY COUNCIL SPECIAL MEETING – 5:00 P.M.

### VALLEJO SANITATION AND FLOOD CONTROL DISTRICT REGULAR MEETING – 6:00 P.M.

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

MAYOR  
Osby Davis

CITY COUNCIL  
Jesus "Jess" Malgapo, Vice Mayor  
Pippin Dew-Costa  
Robert H. McConnell  
Katy Miessner  
Bob Sampayan  
Rozzana Verder-Aliga, EdD

**OCTOBER 13, 2015**

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.

Pursuant to the Government Code Section 54954.3 (The Brown Act), members of the public shall be afforded the opportunity to speak on any agenda item of interest to them provided they are first recognized by the presiding officer. Members of the public wishing to be so recognized are requested to submit a completed speaker card to the City Clerk prior to the consideration of the item.

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 City Council to resolve may come forward to the podium during the "COMMUNITY FORUM" portion of the AGENDA.

Members of the public have the right to speak on any item on this agenda. Those wishing to address the Council: 1) during the Community Forum are limited to three minutes pursuant to Vallejo Municipal Code Section 2.20.300; 2) on a Consent Calendar item are limited to three minutes pursuant to Vallejo Municipal Code Section 2.02.310; and an Action Calendar item are limited to five minutes pursuant to Vallejo Municipal Code Section 2.02.420.

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 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.

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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.

**CALL AND NOTICE OF  
SPECIAL MEETING  
AT 5:00 PM  
OF THE VALLEJO CITY COUNCIL  
OCTOBER 13, 2015**

TO THE MEMBERS OF THE VALLEJO CITY COUNCIL:

You are hereby notified that I do hereby call the Vallejo City Council in special session to consider only the matters stated on the agenda listed below.

NOTICE: Members of the public shall have the opportunity to address the City Council concerning any item listed on the agenda *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. CLOSED SESSION**

- A. Conference with Legal Counsel - Anticipated Litigation - Consideration of Whether to Initiate Litigation Pursuant to Government Code Section 54956.9 (d) (4). Number of Cases: Three
- B. Conference with Labor Negotiators: pursuant to Government Code Section 54957.6. negotiators: Daniel E. Keen, City Manager; Craig Whittom, Assistant City Manager; Ron Millard, Interim Finance Director; Claudia Quintana, City Attorney; Janet Thiessen, Interim Human Resources Director; Austris Rungis, IEDA; and Charles Sakai, Renne Sloan Holtzman Sakai. Employee Organizations: Confidential, Administrative and Managerial Professionals (CAMP); International Association of Firefighters, Local 1186 (IAFF) and International Brotherhood of Electrical Workers, Local 2376 (IBEW)
- C. Conference With Labor Negotiators: Pursuant To Government Code Section 54957.6. Negotiators: Daniel E. Keen, City Manager; Craig Whittom, Assistant City Manager; Ron Millard, Interim Finance Director; Claudia Quintana, City Attorney; Janet Thiessen, Interim Human Resources Director; Austris Rungis, IEDA; And Charles Sakai, Renne Sloan Holtzman Sakai. Employee Organizations: Vallejo Police Officers Association (Vpoa)

**4. ADJOURNMENT**

Dated: Thursday, October 8, 2015



Osby Davis, Mayor

I, Dawn Abrahamson, City Clerk, do hereby certify that I have caused a true copy of the above notice and agenda to be delivered to each of the members of the Vallejo City Council, at the time and in the manner prescribed by law and that this agenda was posted at City Hall, 555 Santa Clara Street, CA at 5:00 p.m., Thursday, October 8, 2015.

Dated: Thursday, October 8, 2015



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Dawn G. Abrahamson, City Clerk

**VALLEJO CITY COUNCIL  
REGULAR MEETING – 7:00 PM  
COUNCIL CHAMBERS  
OCTOBER 13, 2015**

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL**
- 4. PRESENTATIONS AND COMMENDATIONS**
  - A. INTRODUCTION OF NEW EMPLOYEES
  - B. PRESENTATION OF A PROCLAMATION DESIGNATING OCTOBER 2015 AS "FILIPINO AMERICAN HISTORY MONTH" AND OCTOBER 25, 2015 AS "LARRY ITLIONG DAY" IN THE CITY OF VALLEJO
  - C. PRESENTATION OF A PROCLAMATION IN RECOGNITION OF VALLEJO'S VISIONS OF THE WILD H2O FESTIVAL, OCTOBER 15-18, 2015

**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.*

**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 MINUTES**

Recommendation: By motion, approve City Council minutes for the regular meeting of September 22, 2015

Contact: Dawn G. Abrahamson, City Clerk, (707) 648-4528   
[dawn.abrahamson@cityofvallejo.net](mailto:dawn.abrahamson@cityofvallejo.net)



**B. ADOPT A RESOLUTION TO AMEND FISCAL YEAR 2015-2016 GENERAL FUND BUDGET TO RECOGNIZE REVENUE IN THE AMOUNT OF \$200,000 FROM THE VALLEJO CITY UNIFIED SCHOOL DISTRICT FOR A SECOND SCHOOL RESOURCE OFFICER**

Recommendation: As the second in a two-step process, adopt a Resolution amending the Fiscal Year 2015/16 budget to recognize revenue in the amount of \$200,000 annually from the Vallejo City Unified School District (VCUSD).

Contact: Andrew J. Bidou, Chief of Police, (707) 648-4540

[andrew.bidou@cityofvallejo.net](mailto:andrew.bidou@cityofvallejo.net)

Lee Horton, Captain of Police, (707) 648-5291

[lee.horton@cityofvallejo.net](mailto:lee.horton@cityofvallejo.net)

**C. AUTHORIZE CITY MANAGER TO EXECUTE FIRST AMENDMENT TO CONSULTANT SERVICES AGREEMENT WITH LISA SPEARMAN FOR ASSET MANAGEMENT SERVICES TO INCREASE COMPENSATION BY \$80,000 FOR A TOTAL COST NOT TO EXCEED \$180,000**

Recommendation: By motion, authorize the City Manager to execute the first amendment to the consultant and professional services agreement with Lisa Spearman, to increase compensation by \$80,000 for a new total not to exceed of \$180,000, for the management of the City of Vallejo's real property assets. Authorize the City Manager to make any necessary changes to the agreement consistent with the intent of this motion and with the approval of the City Attorney.

Contact: Kathleen Diohep, Economic Development Manager, (707) 553-7283

[kathleen.diohep@cityofvallejo.net](mailto:kathleen.diohep@cityofvallejo.net)

D. **ADOPT A RESOLUTION AMENDING EXHIBIT 1 TO ATTACHMENT C OF RESOLUTION NO. 15-067 N.C. ADOPTING FISCAL YEAR 2015-2016 POSITIONS AND SALARIES BY ELIMINATING ONE EXECUTIVE SECRETARY POSITION IN THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS GROUP AND ADDING ONE DEPUTY CITY CLERK POSITION IN THE CONFIDENTIAL, ADMINISTRATIVE, MANAGERIAL AND PROFESSIONAL GROUP AND SETTING THE SALARY RANGE AT RANGE 135 OR \$63,884 TO \$77,652, ANNUALLY IN THE CITY CLERK'S OFFICE**

Recommendation: Adopt a resolution amending Exhibit 1 to Attachment C of Resolution No. 15-067 N.C. adopting Fiscal Year 2015-2016 positions and salaries by eliminating one Executive Secretary position in the International Brotherhood of Electrical Workers group and adding one Deputy City Clerk position in the Confidential, Administrative, Managerial and Professional group and setting the salary range at Range 135 or \$63,884 to \$77,652, annually in the City Clerk's Office.

Contact: Janet M. Thiessen, Interim Human Resources Director, (707) 648-4106, [Janet.Thiessen@cityofvallejo.net](mailto:Janet.Thiessen@cityofvallejo.net).

E. **AUTHORIZE THE CITY MANAGER TO EXECUTE AN AGREEMENT EFFECTIVE JULY 1, 2015, THROUGH JUNE 30, 2018, WITH SAN MATEO COUNTY FOR FORENSIC LABORATORY AND CRIME SCENE SERVICES FOR AN AMOUNT NOT TO EXCEED \$350,000**

Recommendation: By motion, authorize the City Manager to execute an agreement effective July 1, 2015, through June 30, 2018, with San Mateo County for forensic laboratory and crime scene services, for an amount not to exceed \$350,000.

Contact: Andrew J. Bidou, Chief of Police, (707) 648-4540  
[andrew.bidou@cityofvallejo.net](mailto:andrew.bidou@cityofvallejo.net)

John Whitney, Captain of Police, (707) 651-7105  
[john.whitney@cityofvallejo.net](mailto:john.whitney@cityofvallejo.net)

**F. ADOPT A RESOLUTION APPROVING AN INITIAL PROJECT REPORT (IPR) AND AUTHORIZE SUBMISSION OF A FUNDING REQUEST TO THE METROPOLITAN TRANSPORTATION COMMISSION FOR THE DESIGN AND CONSTRUCTION PHASES OF THE SAFE ROUTE TO TRANSIT (SR2T) CURTOLA PARKWAY BIKE PATH PROJECT**

Recommendation: Adopt a Resolution approving an Initial Project Report (IPR) for the SR2T Curtola Parkway Bike Path Project and authorizing the City Manager to submit a request for a supplemental allocation of \$750,000 in Regional Measure 2 (RM2) funds to the Metropolitan Transportation Commission (MTC) to begin preliminary design, prepare construction documents and construct the project.

Contact: David A. Kleinschmidt, Public Works Director, (707) 648-4301  
[david.kleinschmidt@cityofvallejo.net](mailto:david.kleinschmidt@cityofvallejo.net)

Jill A. Mercurio, Assistant Public Works Director/ City Engineer, (707) 648-4085  
[jill.mercurio@cityofvallejo.net](mailto:jill.mercurio@cityofvallejo.net)

**G. ADOPT TWO RESOLUTIONS: A RESOLUTION TO CREATE THE WATER RATE STABILIZATION FUND AND A RESOLUTION OF INTENTION TO AUTHORIZE THE TRANSFER OF \$4 MILLION FROM THE FISCAL YEAR 2015-16 WATER ENTERPRISE FUND #401 BALANCE TO THE WATER RATE STABILIZATION FUND**

Recommendation: Adopt two Resolutions: a Resolution to create the Water Rate Stabilization Fund and, as the first step in a two-step process, a Resolution of Intention to authorize the transfer of \$4 million from the Fiscal Year 2015-16 Water Enterprise Fund #401 Balance to the Water Rate Stabilization Fund.

Contact: David Kleinschmidt, Public Works Director, (707) 648-4301  
[david.kleinschmidt@cityofvallejo.net](mailto:david.kleinschmidt@cityofvallejo.net)

Martin A. Querin, Asst. Public Works Director / Water, (707) 648-4307  
[martin.querin@cityofvallejo.net](mailto:martin.querin@cityofvallejo.net)

**8. ACTION CALENDAR**

*NOTICE: Members of the public wishing to address the Council on Action Calendar Items are requested to submit a completed speaker card to the City Clerk. Each speaker is limited to five minutes pursuant to Vallejo Municipal Code Section 2.02.420.*

A. **INTRODUCE AN ORDINANCE AMENDING SUBSECTION 7.100.070 E OF THE VALLEJO MUNICIPAL CODE TO RESTRICT THE AGE OF EMPLOYEES AND VOLUNTEERS AT MEDICAL MARIJUANA DISPENSARIES**

Recommendation: Hold on First Reading an Ordinance Amending Vallejo Municipal Code section 7.100.070 subsection E to restrict the age of employees and volunteers at medical marijuana dispensaries.

Contact: Daniel E. Keen, City Manager, (707) 648-4576

[Daniel.Keen@cityofvallejo.net](mailto:Daniel.Keen@cityofvallejo.net)

Claudia Quintana, City Attorney, (707) 648-4545

[Claudia.Quintana@cityofvallejo.net](mailto:Claudia.Quintana@cityofvallejo.net)

B. **AUTHORIZING PARTICIPATION ON A CITY-SCHOOLS TASKFORCE, AND APPOINTING TWO CITY COUNCIL MEMBERS TO THE TASKFORCE**

Recommendation: By motion, authorize participation on a City-Schools Taskforce, and appoint two City Council members to the Taskforce.

Contact: Daniel E. Keen, City Manager, (707) 648-4576

[daniel.keen@cityofvallejo.net](mailto:daniel.keen@cityofvallejo.net)

9. **INFORMATION CALENDAR**

A. **STAFF PRESENTATION ON EXTENSION OF LENNAR MARE ISLAND, LLC DEVELOPMENT AGREEMENT**

Recommendation: Receive briefing regarding the first five-year extension of the Lennar Mare Island, LLC (LMI) Development Agreement (DA), thereby extending the term of the DA from September 12, 2016, to September 11, 2021.

Contact: Andrea Ouse, Director of Community and Economic Development, (707) 648-4163

[andrea.ouse@cityofvallejo.net](mailto:andrea.ouse@cityofvallejo.net)

Kathleen Diohep, Economic Development Manager, (707) 553-7283

[kathleen.diohep@cityofvallejo.net](mailto:kathleen.diohep@cityofvallejo.net)

Erin Hanford, Admin Analyst II, (707) 648-5406

[erin.hanford@cityofvallejo.net](mailto:erin.hanford@cityofvallejo.net)

B. **PROGRESS REPORT OF THE CITY COUNCIL AD-HOC COMMITTEE ON COMMISSIONS**

Recommendation: Receive the progress report from the Ad-Hoc Committee on Commissions (AHCC).

Contact: Craig Whittom, Assistant City Manager, (707) 648-4579

[craig.whittom@cityofvallejo.net](mailto:craig.whittom@cityofvallejo.net)

Dawn Abrahamson, City Clerk, (707) 648-4528

[dawn.abrahamson@cityofvallejo.net](mailto:dawn.abrahamson@cityofvallejo.net)

**C. STATUS UPDATE ON MEDICAL MARIJUANA DISPENSARY REQUESTS FOR LIMITED IMMUNITY AND CIVIL PROSECUTIONS AGAINST ILLEGAL DISPENSARIES**

Recommendation: Receive an update on the requests for limited immunity from medical marijuana dispensaries and civil prosecutions of illegal dispensaries.

Contact: Daniel E. Keen, City Manager, (707) 648-4576

[Daniel.Keen@cityofvallejo.net](mailto:Daniel.Keen@cityofvallejo.net)

Claudia Quintana, City Attorney, (707) 648-4545

[Claudia.Quintana@cityofvallejo.net](mailto:Claudia.Quintana@cityofvallejo.net)

**10. CITY MANAGER'S REPORT**

**11. CITY ATTORNEY'S REPORT**

**A. QUARTERLY REPORT FOR FY 2015/2016: FIRST QUARTER-JULY 1, 2015 THROUGH SEPTEMBER 30, 2015**

Recommendation: Informational Item only; no action required

Contact: Claudia Quintana, City Attorney, (707) 648-4547

[claudia.quintana@cityofvallejo.net](mailto:claudia.quintana@cityofvallejo.net)

**12. COMMUNITY FORUM**

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

**14. CLOSED SESSION**

**15. ADJOURNMENT**

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**ADDITIONAL CITY INFORMATION**

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I, Dawn Abrahamson, City Clerk do hereby certify that I have caused a true copy of the above notice and agenda to be delivered to each of the members of the Vallejo City Council, at the time and in the manner prescribed by law and that this agenda was posted at City Hall, 555 Santa Clara Street, CA at 5:00 p.m., Thursday, October 8, 2015.

Dated: Thursday, October 8, 2015



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Dawn G. Abrahamson, City Clerk





## Proclamation

### Filipino American History Month and October 25 As Larry Itliong Day

**WHEREAS**, October 18, 1587 is the earliest documented proof of Filipino presence in the continental United States as the first "Luzones Indios" set foot in Morro Bay, California; and the year 1763 was the first permanent settlement of Filipinos in the continental United States in St. Malo, Louisiana, which set in motion the economic, cultural, social, and other contributions that Filipino Americans have made to our great Nation; and in 1906, the Sekada - the first wave of Filipino farm workers to arrive in America - labored as farm workers, and were an integral part of Solano County's agricultural economy; and

**WHEREAS**, Filipino Americans comprised a large workforce sector at Mare Island Naval Shipyard contributing to the military defense, growth, and history of Vallejo; and according to the U.S. Census Bureau, a five-year trend indicates that Filipino Americans in our community, state, and nation continue to grow. They remain the largest Asian American group in Solano County, second largest in California, and third largest in the Nation; and

**WHEREAS**, the late Larry Itliong was born on October 25, 1913 in San Nicolas, Pangasinan, Philippines and then worked on the railroads and as a migrant farm-worker in California, and he is still an unsung leader in one of the greatest social justice movements in the America - the farm labor movement. He organized 1,500 Filipinos to strike against the grape growers of Delano while suffering through violence. He called upon César Chávez, Dolores Huerta, and their followers to join forces with the Filipinos to strike together, and the two groups combined to establish the United Farm Workers of America; and

**WHEREAS**, the City of Vallejo and the communities in Solano County have long recognized the contributions of Filipino Americans, several of whom have dedicated many years of service as leaders with various government and private entities, educators, health and social workers, civil servants, military members, elected officials and policymakers; and

**WHEREAS**, The State of California Senate Concurrent Resolution No. 58, dated July 14, 2015, and Assembly Bill No. 7, dated June 30, 2015, recognize October as "Filipino American History Month" and October 25 as "Larry Itliong Day," respectively.

**THEREFORE, BE IT RESOLVED** that I, Osby Davis, Mayor of the City of Vallejo, and the Vallejo City Council do hereby designate October 2015 as "Filipino American History Month" and October 25 as "Larry Itliong Day" in the City of Vallejo and we encourage all members of our community to study the significance of Filipino Americans, their chronicles, solid values, rich culture, enduring legacy, and the positive role models that they have proudly and humbly displayed in transforming the diversity and rich history of our historic and beautiful city and our great Nation.

October 13, 2015



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Osby Davis, Mayor

Vice-Mayor Jess Malgapo  
Councilmember Pippin Dew-Costa  
Councilmember Robert McConnell  
Councilmember Katy Meissner  
Councilmember Bob Sampayan  
Councilmember Rozzana Verder-Aliga





## PROCLAMATION

### IN RECOGNITION OF VALLEJO'S VISIONS OF THE WILD H2O FESTIVAL, OCTOBER 15-18, 2015

**WHEREAS**, on the occasion of the Wilderness Act's 50th anniversary on September 3, 2014, a Partnership consisting of many public, private and non-profit agencies and organizations held the "Visions of the Wild" festival to celebrate the Wilderness Act; and

**WHEREAS**, the Visions of the Wild Festival objective was "Connecting Nature, Culture and Community;" and

**WHEREAS**, because Vallejo is recognized as the most diverse city in the United States, Vallejo, California was chosen for the September, 2014 "Visions of the Wild Festival". This setting was appropriate given the Festival's objective, and focus on what wilderness, and wildness, means to the vast majority of Americans who live in cities and suburbs; and

**WHEREAS**, Vallejo's 2014 Visions of the Wild Festival brought ideas and values of wilderness to a diverse San Francisco Bay Area audience; and

**WHEREAS**, Vallejo's 2014 Visions of the Wild Festival was so successful that the Partnership has joined again to bring the Visions of the Wild Festival back to Vallejo in 2015; and

**WHEREAS**, because of California's four years of extreme drought, the second Visions of the Wild Festival theme will be "H2O" or water and watersheds; and

**WHEREAS**, because Vallejo is located on San Francisco Bay and sits at the confluence of two rivers and on the edge of hundreds of acres of restored wetlands, the City is an ideal place to celebrate water.

**NOW, THEREFORE, BE IT RESOLVED** that, I, Osby Davis, Mayor and the Vallejo City Council do hereby commemorate the "Visions of the Wild H2O Festival" in Vallejo, on October 15-18, 2015 by proclaiming the significance of water to the City of Vallejo: human needs, irrigation, wildlife habitat, recreation, Native American values, maritime culture and history, wetlands and creek restoration, and scenic beauty.

October 13, 2015



  
OSBY DAVIS, Mayor

Vice Mayor Jesus "Jess" Malgapo  
Councilmember Pippin Dew-Costa  
Councilmember Robert H. McConnell  
Councilmember Katy Miessner  
Councilmember Bob Sampayan  
Councilmember Rozzana Verder-Aliga, EdD



**VALLEJO CITY COUNCIL  
REGULAR MEETING MINUTES  
COUNCIL CHAMBERS  
SEPTEMBER 22, 2015**

**1. CALL TO ORDER**

The meeting was called to order by Mayor Davis at 7:00 p.m.

**2. PLEDGE OF ALLEGIANCE**

**3. ROLL CALL**

**Present:** Mayor Davis, Vice Mayor Malgapo and Councilmembers Dew-Costa, McConnell, Miessner, Sampayan, and Verder-Aliga

**Absent:** None

**Staff present:** City Manager Keen, City Attorney Quintana and City Clerk Abrahamson

**4. PRESENTATIONS AND COMMENDATIONS**

A. Introduction of New Employees

B. Presentation of a Proclamation Designating the First Weekend in October as Vallejo Waterfront Weekend

**Action:** Introduction of new employees was rescheduled to a different meeting date. Mayor Davis presented the proclamation to members of the Waterfront Weekend committee.

**5. FIRST COMMUNITY FORUM**

**Speakers:** Elizabeth Hoffman (ReBuilding Together Solano County), Anthony Adams and Leslie Wetsch.

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

**Speakers:** None.

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

**Action:** Moved by Vice Mayor Malgapo and adopted by unanimous vote of the Council, unless otherwise noted, approval of the Agenda and the Consent Calendar.

**A. APPROVAL OF MINUTES**

**Recommendation:** By motion, approve City Council minutes for the meetings of 1) September 15, 2015 (special closed session), 2) September 15, 2015 (special meeting), and 3) the minutes of the Joint Special Meeting of the Successor Agency and City Council of September 15, 2015

Contact: Dawn G. Abrahamson, City Clerk (707) 648-4527

**Action:** Approved minutes.

**B. ADOPT A RESOLUTION TO AMEND THE WATER ENTERPRISE FUND BUDGET TO APPROPRIATE FUNDS IN THE AMOUNT OF \$550,000 FOR THE MONTICELLO PIPELINE REPLACEMENT PHASE 2 PROJECT AND AUTHORIZE CONTRACT CHANGE ORDER NO. 1 FOR CALIFORNIA TRENCHLESS IN AN AMOUNT NOT TO EXCEED \$162,786.59**

Recommendation: As the second step in a two-step process, adopt a Resolution to amend Fiscal Year 2015-2016 Water Enterprise Fund budget by appropriating \$550,000 of unrestricted, unencumbered fund balance in the City Water Fund to the Monticello Pipeline Replacement – Phase 2 Project (WT7079), and by motion, authorize the City Manager or his designee to execute Contract Change Order No. 1 to California Trenchless, Inc., in an amount not to exceed \$162,786.59

Contact: David A. Kleinschmidt, Public Works Director, (707) 648-4301

Martin Querin, Assistant Public Works Director/Water, (707) 648-4308

**Action:** Adopted Resolution No. 15-107 N.C. and authorized City Manager to execute Contract Change Order No 1.

**C. ADOPT A RESOLUTION TO AMEND THE NUISANCE ABATEMENT FUND FISCAL YEAR 2015-2016 BUDGET TO RECOGNIZE REVENUE AND APPROPRIATE EXPENDITURES IN THE AMOUNT OF \$96,752.85 FOR ABATEMENT EFFORTS, AND TO AUTHORIZE THE TRANSFER OF \$96,752.85 FROM GENERAL FUND RESERVES TO THE NUISANCE ABATEMENT FUND**

Recommendation: AS the second in a two-step process, adopt a Resolution to amend the Nuisance Abatement Fund Fiscal Year 2015-2016 budget to recognize revenue and appropriate expenditures in the amount of \$96,752.85 for abatement efforts, and to authorize the transfer of \$96,752.85 from General Fund Reserves to the Nuisance Abatement Fund

Contact: Claudia Quintana, City Attorney, (707) 648-4545

Eli Flushman, Deputy City Attorney, (707) 648-4146

Brandon Gerstle, Neighborhood Law Attorney, (707) 648-4147

**Action:** Adopted Resolution No. 15-108 N.C.

**D. ADOPT A RESOLUTION AMENDING EXHIBIT 1 TO ATTACHMENT C OF RESOLUTION NO. 15-067 N.C. ADOPTING FISCAL YEAR 2015-2016 POSITIONS AND SALARIES BY ELIMINATING ONE SENIOR PIPE MECHANIC POSITION AND ADDING ONE SENIOR METER MECHANIC POSITION IN THE PUBLIC WORKS MAINTENANCE DIVISION**

Recommendation: Adopt a Resolution amending Exhibit 1 of Resolution No. 15-067 N.C. establishing Fiscal Year 2015-2016 positions and salaries by eliminating one Senior Pipe Mechanic position and adding one Senior Meter Mechanic position in the Public Works Maintenance Division

Contact: David A. Kleinschmidt, Public Works Director, (707) 648-4301

Janet Thiessen, Interim Human Resources Director, (707) 648-4106

**Action:** Adopted Resolution No. 15-109 N.C.

**E. AUTHORIZE CITY MANAGER TO AMEND A PURCHASE CONTRACT WITH 3M COMPANY FOR AUTOMATIC LICENSE PLATE READERS**

Recommendation: Authorize City Manager to amend a purchase contract with 3M Company for Automatic License Plate Readers as part of the Cycle 1 Participatory

Budgeting Public Safety Camera Project by \$1,900 to a not-to-exceed amount of \$248,443.41

Contact: Will Morat, Administrative Analyst I, (707) 648-4109

**Action:** Authorized City Manager to amend purchase contract with 3M Company.

**F. APPROVE FISCAL YEAR 2014-2015 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (“CAPER”)**

Recommendation: By motion, approve the Fiscal Year 2014-2015 CAPER, and direct staff to forward it to the U.S. Department of Housing and Urban Development (HUD) by or before September 30, 2015

Contact: Craig Whittom, Assistant City Manager, (707) 648-4579

Anne Putney, Housing and Community Development Program Manager, (707) 648-4408

Guy L. Ricca, Senior Community Development Analyst, (707) 648-4395

**Action:** Approved Fiscal Year 2014-2015 CAPER and directed staff to forward to HUD by or before September 30, 2015.

**G. ADOPT A RESOLUTION ACCEPTING PBSC MEMBER RESIGNATIONS, REMOVING PBSC MEMBERS NOT IN COMPLIANCE WITH ATTENDANCE POLICIES, APPOINTING NEW PBSC MEMBERS, AND AMENDING THE CYCLE 3 PB RULEBOOK**

Recommendation: Adopt a Resolution accepting Participatory Budgeting Steering Committee (PBSC) member resignations, removing PBSC members not in compliance with attendance policies, appointing new PBSC members, and amending the Cycle 3 PB Rulebook to reduce the total number of authorized PBSC members from 21 to 17

Contact: Will Morat, Administrative Analyst I, (707) 648-4109

**Action:** Adopted Resolution No. 15-110 N.C.

**H. ADOPT A RESOLUTION REJECTING ALL BIDS FOR THE CHASE STREET IMPROVEMENT PROJECT**

Recommendation: Adopt a Resolution rejecting all bids for the Chase Street Improvement Project. Upon review of the bids, City staff determined that the future construction cost plus the current expenditures will exceed the project budget. Staff recommends that all bids be rejected. Staff will re-evaluate the project design for opportunities to reduce the cost of construction. The revised project will then be bid on or around October 26, 2015

Contact: David A. Kleinschmidt, Public Works Director, (707) 648-4301

Jill A. Mercurio, Assistant Public Works Director/City Engineer, (707) 648-4085

**Action:** Adopted Resolution No. 15-111 N.C.

**8. ACTION CALENDAR**

**A. ADOPT TWO RESOLUTIONS: A RESOLUTION OF INTENTION TO AMEND FISCAL YEAR 2015-2016 GENERAL FUND BUDGET TO RECOGNIZE REVENUE IN THE AMOUNT OF \$200,000 FROM THE VALLEJO CITY UNIFIED SCHOOL DISTRICT (VCUSD) FOR A SECOND SCHOOL RESOURCE OFFICER (SRO) AND A RESOLUTION AMENDING EXHIBIT 1 OF RESOLUTION NO. 15-067 N.C. ADOPTING FISCAL YEAR 2015-2016 POSITIONS AND SALARIES BY ADDING**

**ONE SWORN POLICE OFFICER; AUTHORIZE CITY MANAGER TO EXECUTE AMENDMENT #1 TO THE SRO MOU WITH VCUSD TO ACCEPT FUNDS FOR A SECOND SRO**

Recommendation: As the first in a two-step process, adopt a Resolution of Intention to amend the Fiscal Year 2015-2016 budget to recognize revenue in the amount of \$200,000 annually from the Vallejo City Unified School District (VCUSD, adopt a Resolution to amend Exhibit 1 of the Fiscal Year 2015/2016 Positions and Salaries Resolution by adding one sworn police officer position to the Police Department, and by motion, authorize the City Manager to execute Amendment #1 to the Memorandum of Understanding between the City of Vallejo and VCUSD for the provision of one additional school resource officer (SRO), subject to any non-substantive changes as approved by the City Attorney  
Contact: Andrew J. Bidou, Chief of Police, (707) 648-4540  
Lee Horton, Captain of Police, (707) 648-4653

Police Captain Horton provided an overview of the staff report and outlined the proposed recommendation.

**Speakers:** Burky Worel.

Staff responded to questions from Councilmembers. Councilmembers provided comment.

**Action:** Moved by Mayor Davis and carried unanimously to adopt Resolution Nos. 15-112 N.C. and 15-113 N.C. and by motion, authorized the City Manager to execute Amendment #1 to the MOU between the City of Vallejo and VCUSD.

**B. ADOPT A RESOLUTION ESTABLISHING PROCEDURES FOR MONITORING STATE AND FEDERAL LEGISLATION, APPROVING INITIAL GUIDING PRINCIPLES FOR EVALUATING PROPOSED LEGISLATION, AND AUTHORIZING THE CITY MANAGER TO ADVOCATE ON BEHALF OF THE CITY**

Recommendation: Adopt a Resolution establishing procedures for monitoring proposed State and Federal legislation, approving initial Guiding Principles for evaluating proposed legislation, and authorizing the City Manager, or designee, to advocate on behalf of the City with legislative representatives concerning proposed legislation  
Contact: Joanna Altman, Administrative Analyst II, (707) 648-4362

Administrative Analyst II Altman provided an overview of the staff report and outlined the proposed recommendation.

**Speakers:** None.

Staff responded to questions from Councilmembers. Councilmembers provided comment.

**Action:** By consensus of the City Council, this item was continued to a future meeting.

**9. INFORMATION CALENDAR**

**A. STATUS REPORT ON IMPLEMENTATION OF 2014 and 2015 CITY COUNCIL GOALS**

Recommendation: Discuss status of implementation of the City Council's 2014 and 2015 goals. This is an information item and no action is required  
Contact: Daniel E. Keen, City Manager, (707) 648-4576

City Manager Keen provide an update on the City Council's 2014 and 2015 goals.

**Speakers:** Anthony Adams, Daniel Levin and Gregg Goins.

Staff responded to questions from Councilmembers. Councilmembers provided comment.

**B. STATUS REPORT OF POST OFFICE RELOCATION AND VALLEJO STATION PROJECT**

Recommendation: Receive a presentation from the Engineering Division on the current status of the relocation of the U.S. Post Office to a new site at Valle Vista Street and Napa Street  
Contact: David A. Kleinschmidt, Public Works Director, (707) 648-4301  
Jill A. Mercurio, Assistant Public Works Director/City Engineer, (707) 648-4085

Assistant Public Works Director/City Engineer Mercurio provided a presentation on the current and future activities related to the relocation of the U.S. Post Office.

**Speakers:** None.

Staff responded to questions from Councilmembers. Councilmembers provided comment.

**10. CITY MANAGER'S REPORT**

City Manager Keen reported that the City of Vallejo received \$2,538,000 in federal funding through the Department of Justice Oriented Policing Program which will be used to hire six new police officers to help address gun violence and violent crime. He also provided an update on the Ordinance No. 1715 N.C. (2d) referendum petition.

**11. CITY ATTORNEY'S REPORT – None.**

**12. COMMUNITY FORUM**

**Speakers:** None.

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

Councilmembers reported on various community events and meetings attended.

14. **CLOSED SESSION** – None.

15. **ADJOURNMENT**

The meeting adjourned at 9:10 p.m.

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OSBY DAVIS, MAYOR

ATTEST:

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DAWN G. ABRAHAMSON  
CITY CLERK



**DATE:** October 13, 2015  
**TO:** Mayor and Members of the City Council  
**FROM:** Andrew J. Bidou, Chief of Police  
Lee Horton, Captain of Police  
**SUBJECT: ADOPT A RESOLUTION TO AMEND FISCAL YEAR 2015-2016 GENERAL FUND BUDGET TO RECOGNIZE REVENUE IN THE AMOUNT OF \$200,000 FROM THE VALLEJO CITY UNIFIED SCHOOL DISTRICT FOR A SECOND SCHOOL RESOURCE OFFICER**

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**RECOMMENDATION**

As the second in a two-step process, adopt a Resolution amending the Fiscal Year 2015/16 budget to recognize revenue in the amount of \$200,000 annually from the Vallejo City Unified School District (VCUSD).

**REASONS FOR RECOMMENDATION**

The City and the VCUSD would like to continue to pursue their mutual interest in strengthening the relationship between the two public entities, and in collaborating to devote additional resources to increase the safety of students and staff on VCUSD campuses. That interest will be further developed as an additional SRO enhances the Police Department's ability to provide enforcement, support and information to students, parents, staff and the community regarding law enforcement issues affecting VCUSD school sites in Vallejo.

Currently, there is one SRO for the entire VCUSD. With approval of this item, the Police Department will be able to assign a total of two SROs, increasing coverage to five days a week. The addition of an SRO will provide one SRO to each of the two high schools.

Pursuant to an amended agreement, the VCUSD will pay the City of Vallejo \$200,000 annually, to fund this additional SRO position through September 30, 2018. By receiving this funding, the Police Department will need to amend its budget to allow for one addition sworn police officer position. The Police Department will hire an entry-level police officer, which will allow it to reassign an existing officer to the new SRO position. On September 22, 2015, City Council approved a Resolution of Intention to amend the budget, approved a Resolution adding one sworn police officer position to the Police Department and authorized the City Manager to execute Amendment#1 to the Memorandum of Understanding between the City of Vallejo and VCUSD.

**BACKGROUND AND DISCUSSION**

The addition of a second SRO further promotes the creation and maintenance of safe, secure, and orderly learning environments for students, teachers and staff. The duties of the second SRO will be identical the those of the first SRO, except that one SRO will be primarily responsible for policing at Vallejo High School and the second SRO at Jesse Bethel High School. Both SROs will be responsible for all other SRO activities at the remainder of campuses in the VCUSD. In addition, SROs work collaboratively to provide services to both high schools.

**Subject: ADOPT A RESOLUTION TO AMEND FISCAL YEAR 2015-2016 GENERAL FUND BUDGET TO RECOGNIZE REVENUE IN THE AMOUNT OF \$200,000 FROM THE VALLEJO CITY UNIFIED SCHOOL DISTRICT FOR A SECOND SCHOOL RESOURCE OFFICER**

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The new SRO will be chosen from existing staff and will be an experienced, veteran officer. The Police Department will then hire an entry level officer with the funds provided by VCUSD.

The term of the amended MOU is through September 30, 2018.

**FISCAL IMPACT**

The recommended Fiscal Year 2015/16 General Fund budget adjustment will recognize revenue for a second SRO position. The contract amendment allows for the addition of \$200,000 annually from VCUSD, throughout the term of the amended agreement, to cover the cost of an entry-level full time sworn police officer. The cost of an entry-level sworn police officer for the FY2015/16 is budgeted at \$197,786.

The original MOU provides that 'school special events as requested and approved by VCUSD beyond the assigned workday' will be billed to the VCUSD as they occur. Overtime for an SRO occurs at the rate of time and a half. This remains in effect for the second SRO as well.

**ENVIRONMENTAL REVIEW**

This action is exempt from the California Environmental Quality Act (CEQA) because it is not a project which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment, pursuant to CEQA Guidelines section 15378.

**ATTACHMENTS**

1.	Resolution
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**CONTACT**

Andrew J. Bidou, Chief of Police, (707) 648-4540

[andrew.bidou@cityofvallejo.net](mailto:andrew.bidou@cityofvallejo.net)

Lee Horton, Captain of Police, (707) 648-5291

[lee.horton@cityofvallejo.net](mailto:lee.horton@cityofvallejo.net)



RESOLUTION NO. \_\_\_\_\_ N.C.

**RESOLUTION TO AMEND THE POLICE DEPARTMENT GENERAL FUND BUDGET FOR A SECOND SCHOOL RESOURCE OFFICER**

WHEREAS, in June 2015, the City Council did adopt a budget for the Fiscal Year 2015/16; and

WHEREAS, the City Charter Section 703 requires that available funds not included in the budget may be appropriated by the City Council after giving one week's notice of intention to do so; and

WHEREAS, the Police Department has subsequently received \$200,000 annually for a term of three years ending in September 2018 from the Vallejo City Unified School District to fund a second school resource officer; and

WHEREAS, the Police Department will utilize this funding to hire one entry-level sworn police officer; and

WHEREAS, on September 22, 2015 the City Council approved a Resolution of Intention to amend the Police Department General Fund budget.

NOW, THEREFORE, BE IT RESOLVED that the Council hereby amends the Fiscal Year 2015/16 General Fund budget to recognize revenue in the amount of \$200,000 from the Vallejo City Unified School District for a Second School Resource Officer.



**DATE:** October 13, 2015  
**TO:** Mayor and Members of the City Council  
**FROM:** Andrea Ouse, Community and Economic Development Manager  
Kathleen, Diohep, Economic Development Manager  
**SUBJECT: AUTHORIZE CITY MANAGER TO EXECUTE FIRST AMENDMENT TO CONSULTANT SERVICES AGREEMENT WITH LISA SPEARMAN FOR ASSET MANAGEMENT SERVICES TO INCREASE COMPENSATION BY \$80,000 FOR A TOTAL COST NOT TO EXCEED \$180,000**

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**RECOMMENDATION**

By motion, authorize the City Manager to execute the first amendment to the consultant and professional services agreement with Lisa Spearman, to increase compensation by \$80,000 for a new total not to exceed \$180,000, for the management of Vallejo's real property assets. Authorize the City Manager to make any necessary changes to the agreement consistent with the intent of this motion and with the approval of the City Attorney.

**REASONS FOR RECOMMENDATION**

The City requires on-going property and asset management services for a portfolio of over 50 agreements and leases and over 500 parcels.

**BACKGROUND AND DISCUSSION**

Since November 2014, Ms. Lisa Spearman has been serving as the City's Asset and Real Property Manager under a professional services contract. Staff is satisfied with Ms. Spearman's performance and seeks City Council approval of a contract amendment to increase the budget to continue the services through June 2016. Ms. Spearman has over 20 years of experience in commercial real estate in the areas of development, construction and property management. She served as a real estate property manager for Del Monte Corporation's San Francisco headquarters and R&D center. For the Shorenstein Company, Ms. Spearman managed and operated 750,000 square feet of office and retail. She oversaw special projects for the Watergate office towers in Emeryville. Additionally, Ms. Spearman's past experiences include working at the San Francisco waterfront for the developers/owners of the Ferry Building and Piers 1 ½, 3 and 5 bringing waterfront commercial real estate experience directly relevant to the Vallejo portfolio. She is LEED accredited and received her Bachelor's and Master's degrees from the Haas Business School at the University of California, Berkeley.

In 2012, the City's full-time Asset Manager position was suddenly vacated due to an injury. With no capacity among the existing staff to take over these functions, the City entered into an agreement with Kennedy-Wilson Properties Ltd. In 2014, as the Economic Development Division added staff including a division manager and an administrative clerk, the asset management function was reviewed and in September 2014, the City terminated the contract with Kennedy Wilson. Certain functions of property management are now handled by

**Subject: AUTHORIZE CITY MANAGER TO EXECUTE FIRST AMENDMENT TO CONSULTANT SERVICES AGREEMENT WITH LISA SPEARMAN FOR ASSET MANAGEMENT SERVICES TO INCREASE COMPENSATION BY \$80,000 FOR A TOTAL COST NOT TO EXCEED \$180,000 AND EXTEND DURATION THROUGH JUNE 2016**  
**Page 2**

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the administrative clerk to the division including file management, posting of rents, and tracking of insurance compliance.

To provide the needed asset management services, the City entered into a professional services contract with Ms. Spearman for a total contract amount of \$100,000 to allow for review of the asset management function and determine if it was appropriate to continue the asset management function as contracted position or to reestablish it as a city employee as part of the 2015/16 budget. The 2015/16 budget did not reestablish a staff position for an asset manager; thus, at this time, it is necessary to increase the total contract amount to have sufficient budget to provide services through June 2016.

**Scope of Work and Terms of Agreement**

Initially when the contract was drafted, it was envisioned that the work could be accomplished in three days per week. As Ms. Spearman undertook the work effort, it became apparent that a four day a week schedule was more appropriate for the work load. This amendment modifies the scope of work to better reflect the scope of responsibilities and to specify a four day a week schedule.

The services provided under the Agreement as outlined in the scope of work are as follows:

- a. Prepare the Real Property Activity Report as required annually in the City's Real Property and Asset Management Policy.
- b. Review and propose changes to the city's real estate strategy including recommending additional properties to be designated surplus and review of asset management and cell site leasing policies.
- c. Implement the Long Range Property Management Plan of the Successor Agency of the former Vallejo Redevelopment Agency.
- d. Manage, negotiate, acquire, review, inspect, lease, rent or sell real property and sites for public use and improvement projects that are owned or will benefit the City of Vallejo.
- e. Review property and asset management procedures at the City of Vallejo and make recommendations for improvement, including evaluation of appropriate property management systems.
- f. Oversee Administrative Clerk in undertaking the following tasks:
  - i. Collect rents, lease payments and other payments for real property and submit them to the Finance office in a manner suitable for entry into the City's ledger system.
  - ii. In coordination with the City Risk Manager, assure that insurance requirements in leases are enforced.
  - iii. Prepare monthly rent roll report to submit to the Department Director and Finance. The report should include the parcel, address/description, lease terms, and amounts collected by month.
  - iv. Ensure all terms of leases are met and no liens are filed on the properties.
  - v. Create and maintain an accounts receivable delinquency report with past due amounts, description of collection efforts and next steps.
- g. Manage real properties, including administration of contracts or lease agreements, preparation of deeds, appraisals, and title insurance.
- h. Collect, research, analyze and act on information related to property values, site locations, buildings, title clearance, acquisition or disposition of property rights.
- i. Review City's portfolio of commercial and restaurant leases to determine compliance and address

**Subject: AUTHORIZE CITY MANAGER TO EXECUTE FIRST AMENDMENT TO CONSULTANT SERVICES AGREEMENT WITH LISA SPEARMAN FOR ASSET MANAGEMENT SERVICES TO INCREASE COMPENSATION BY \$80,000 FOR A TOTAL COST NOT TO EXCEED \$180,000 AND EXTEND DURATION THROUGH JUNE 2016**  
Page 3

requested renegotiations. Specific projects include:

- i. Sardine Can request for extended lease
  - ii. Zio Fraedo request for extended lease
  - iii. Ferry Building leases including review of CAM requirements
  - iv. Amendments to Master Lease with the Greater Vallejo Recreation District
  - v. Agreement with Solano County for Library facilities
  - vi. Review of additional leases as designated by Economic Development Manager
- j. Coordinate real property management activities with appropriate City staff, current property owners, neighboring property owners and others as required.
  - k. Review status of insurance against requirements in leases.
  - l. Identify if the City has the appropriate insurance to match its obligations in each lease where the City not the tenant has the obligation for capital improvements.
  - m. Negotiate and prepare grant deeds, leases, quitclaims, partial releases, deeds of partial reconveyance and other instruments and agreements with document templates provided by the City of Vallejo.
  - n. Give oral testimony or presentations in court, to the City Council or to the public when required to by the Economic Development Manager.
  - o. Perform related duties and responsibilities as required.

**FISCAL IMPACT**

The funds for the \$80,000 increase in contract price is included in the Economic Development Department's Fiscal Year 2015-16 Adopted Budget. This increase in contract price brings the total contract price to an amount not to exceed \$180,000.

**ENVIRONMENTAL REVIEW**

This action is exempt from the California Environmental Quality Act (CEQA) because it is not a project which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment, pursuant to CEQA Guidelines section 15378.

**ATTACHMENTS**

1.	Spearman Contract Amendment
2.	Spearman New Exhibit A
3.	Spearman Current Agreement

**CONTACT**

Kathleen Diohep, Economic Development Manager, (707) 553-7283  
[kathleen.diohep@cityofvallejo.net](mailto:kathleen.diohep@cityofvallejo.net)

## CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT

This Consultant and Professional Services Agreement ("Agreement") is made at Vallejo, California, dated for reference this 18<sup>th</sup> day of November, 2014, by and between the City of Vallejo, a municipal corporation ("City"), and Lisa Spearman, an individual, hereinafter referred to as "Consultant", who agree as follows:

1. **Services.** Subject to the terms and conditions set forth in this Agreement, Consultant shall provide the City professional services as specified in Exhibit A, entitled "Scope of Work."
2. **Payment.** City 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 indemnify, defend (with independent counsel approved by the City) ,and hold harmless the City, its officers, officials, employees, agents, and volunteers and each of them 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 the fullest extent permitted by law, with the exception of the sole active negligence or willful misconduct of the City.

The provisions of this section shall survive the expiration or termination of this Agreement and are not limited by any provisions relating to insurance in 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." Failure to maintain required insurance at all times shall constitute a default and material breach.
6. **Accident Reports.** Consultant shall immediately report (as soon as feasible, but not more than 24 hours) to the City Risk Manager any accident or other occurrence causing injury to persons or property during the performance of this Agreement. The report shall be made in writing and shall include, at a minimum: (a) the names, addresses, and telephone numbers of the persons involved, (b) the names, addresses and telephone numbers of any known witnesses, (c) the date,

time and description of the accident or other occurrence.

**7. Conflict of Interest.** Consultant warrants and represents that to the best of its knowledge, there exists no actual or potential conflict between Consultant's family, business, real property or financial interests and the services to be provided under this Agreement. Consultant shall comply with the City of Vallejo Conflict of Interest Code and not enter into any contract or agreement during the performance of this Agreement which will create a conflict of interest with its duties to City under this Agreement. In the event of a change in Consultant's family, business, real property or financial interests occurs during the term of this Agreement that creates an actual or potential conflict of interest, then Consultant shall disclose such conflict in writing to City.

**8. Independent Contractor.** Consultant is an independent contractor. Neither Consultant nor any of Consultant's officers, employees, agents or subcontractors, if any, is an employee of City by virtue of this Agreement or performance of any services pursuant to this Agreement. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement; however, City shall not have the right to control the means by which Consultant accomplishes services pursuant to this Agreement.

**9. Licences, Permits, Etc.** Consultant represents and warrants to City that all consultant services shall be provided by a person or persons duly licensed by the State of California to provide the type of services to be performed under this Agreement and that Consultant has all the permits, qualifications and approvals of whatsoever nature which are legally required for Consultant to practice its profession. Consultant represents and warrants to City 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.

**10. Business License.** Consultant, and its subcontractors, has obtained or agrees to apply prior to performing any services under this Agreement to City's Finance Department for a business license, pay the applicable business license tax and maintain said business license during the term of this Agreement. The failure to obtain such license shall be a material breach of this Agreement and grounds for termination by City. No payments shall be made to Consultant until such business license(s) has been obtained.

**11. Standard of Performance.** Consultant shall provide products and perform all services required pursuant to this Agreement in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised under similar conditions by a member of Consultant's profession currently practicing in California.

Consultant is responsible for making an independent evaluation and judgment of all conditions affecting performance of the work, including without limitation applicable federal, state, and local laws and regulations, and all other contingencies or considerations.

Consultant's responsibilities under this section shall not be delegated. Consultant shall be responsible to City for acts, errors, or omissions of Consultant's subcontractors.

Consultant is responsible for making an independent evaluation and judgment of all conditions affecting performance of the work and shall prepare plans, reports, and/or other work products in such a way that additional costs will not be incurred or, beyond a project budget approved or amended by the City Manager or his or her designee.

Whenever the scope of work requires or permits review, approval, conditional approval or disapproval by City, it is understood that such review, approval, conditional approval or disapproval is solely for the purposes of administering this Agreement and determining whether the Consultant is entitled to payment for such work, and not be construed as a waiver of any breach or acceptance by the City of any responsibility, professional or otherwise, for the work, and shall not relieve the Consultant of responsibility for complying with the standard of performance or laws, regulations, industry standards, or from liability for damages caused by negligent acts, errors, omissions, noncompliance with industry standards, or the willful misconduct of Consultant.

**12. Force Majeure.** Neither party shall be considered in default of this Agreement to the extent performances are prevented or delayed by any cause by circumstances beyond either party's reasonable control, such as war, riots, strikes, lockouts, work slowdown or stoppage, acts of God, such as floods or earthquakes, and electrical blackouts or brownouts.

In the event that the Consultant is unable to meet the completion date or schedule of services, Consultant shall inform the City Representative of the additional time required to perform the work and the City Representative may adjust the schedule.

**13. Time is of the Essence.** Time is of the essence in this Agreement. Any reference to days means calendar days, unless otherwise specifically stated.

**14. 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 under this Agreement. Failure to assign such competent personnel shall constitute grounds for termination of this Agreement.

The payment made to Consultant pursuant to this Agreement shall be the full and



complete compensation to which Consultant and Consultant's officers, employees, agents, and subcontractors are entitled for performance of any work under this Agreement. Neither Consultant nor Consultant's officers or employees are entitled to any salary or wages, or retirement, health, leave or other fringe benefits applicable to employees of the City. The City will not make any federal or state tax withholdings on behalf of Consultant. The City shall not be required to pay any workers' compensation insurance on behalf of Consultant.

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 City with proof of such payments upon request.

**15. Consultant Not Agent.** Except as authorized under this Agreement or as City may authorize in a letter of authorization signed by the City Manager or his or her designee, Consultant shall have no authority, express or implied to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, under this Agreement, to bind City to any obligation whatsoever.

**16. Term.** The term of this Agreement shall commence on November \_\_, 2014 and shall continue in full force and effect until June 30, 2016. City shall, at its discretion, have the right to extend the term of this Agreement, in intervals of one month by written notice to Consultant. The total duration of this Agreement, including the exercise of any options under this section, shall not exceed three years.

**17. Termination or Abandonment by City.** The City has the right, at any time and in its sole discretion, to immediately terminate or abandon any portion or all of the services to be provided under this Agreement by giving notice to Consultant. Upon receipt of a notice of termination, Consultant shall perform no further work except as specified in the notice. Before the date of termination, Consultant shall deliver to City all work product, whether completed or not, as of the date of termination and not otherwise previously delivered.

The City shall pay Consultant for services performed in accordance with this Agreement before the date of termination. If this contract provides for payment of a lump sum for all services or by task and termination occurs before completion of the work or any defined task which according to the performance schedule was commenced before the notice of termination, the fee for services performed shall be based on an amount mutually agreed to by City and Consultant for the portion of work completed in conformance with this Agreement before the date of termination.

In addition, the City will reimburse Consultant for authorized expenses incurred and not previously reimbursed. The City shall not be liable for any fees or costs associated for the termination or abandonment except for the fees, and reimbursement of authorized expenses, payable pursuant to this section.



Consultant has the right to terminate with two weeks written notice.

**18. Products of Consulting Services.** The work product, including without limitation, all writings, work sheets, reports, recordings, drawings, files, detailed calculations and other work products, whether complete or incomplete, of Consultant resulting from services rendered pursuant to this Agreement, shall become the property of City. Consultant agrees that all copyrights which arise from creation of the work under this Agreement shall be vested in the City and waives and relinquishes all claims to copyright or other intellectual property rights in favor of the City. City acknowledges that its use of the work product is limited to the purposes contemplated by the scope of work and that the Consultant makes no representation of the suitability of the work product for use in or application to circumstances not contemplated by the scope of work.

Documents submitted to the City in electronic format shall be formatted according to specifications provided by the City, or if not otherwise specified, in Microsoft Word, Excel, PowerPoint or other Microsoft Office Suite (2002) format as appropriate for the particular work product or, if directed by the City Representative in Adobe Acrobat PDF format.

**19. Cooperation by City.** City shall, to the extent reasonable and practicable, assist and cooperate with Consultant in the performance of Consultant's services hereunder.

**20. Assignment and Subcontracting.** Consultant shall not subcontract, assign or transfer voluntarily or involuntarily any of its rights, duties or obligation under this Agreement without the express written consent of the City Manager or his or her designee in each instance. Any attempted or purported assignment of any right, duty or obligation under this Agreement without said consent shall be void and of no effect.

If subcontracting of work is permitted, Consultant shall pay its subcontractor within ten (10) days of receipt of payment by City for work performed by a subcontractor and billed by the Consultant. Use of the term subcontractor in any other provision of this contract shall not be construed to imply authorization for Consultant to use subcontractors for performance of any service under this Agreement.

The City is an intended beneficiary of any work performed by Consultant's subcontractor for purposes of establishing a duty of care between the subcontractor and City.

**21. Successors and Assigns.** All terms, conditions, and provisions of this Agreement shall apply to and bind the respective heirs, executors, administrators, successors, and assigns of the parties. Nothing in this section is intended to affect the limitation on assignment.

**22. Non-Discrimination/Fair Employment Practices.**

(a) Consultant warrants and represents it is an equal opportunity employer and agrees it shall not discriminate on the basis of race, religious creed, color, sex, national origin, ancestry, disability, medical condition, age, marital status or sexual orientation in the selection and retention of employees, subcontractors or procurement of materials or equipment.

In all solicitations either by competitive bidding or negotiations made by Consultant for work to be performed under any subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by Consultant of Consultant's obligation under this Agreement relative to nondiscrimination and fair employment practices.

Consultant shall include the above provisions of this section in every subcontract, including procurement of materials or equipment.

(b) Consultant agrees to comply with Title VII of the Civil Rights Act of 1964, as amended, the California Fair Employment Practices Act, the Americans with Disabilities Act of 1990, any other applicable federal and state laws and regulations and City ordinances and regulations hereinafter enacted.

**23. Notices.** All notices or instruments required to be given or delivered by law or this Agreement shall be in writing and shall be effective upon receipt thereof and shall be by personal service or delivered by depositing the same in any United States Post Office, registered or certified mail, postage prepaid, addressed to:

If to City: Kathleen Diohep  
Economic Development Manager  
Economic Development Department  
555 Santa Clara Street  
Vallejo, CA 94590

If to Consultant: Lisa Spearman



Any party may change its address for receiving notices by giving written notice of such change to the other party in accordance with this section.

Routine administrative communications shall be made pursuant to section 1 of Exhibit A.

**24. Integration Clause.** This Agreement, including all Exhibits, contains the entire agreement between the parties and supersedes whatever oral or written

understanding they may have had prior to the execution of this Agreement. This Agreement shall not be amended or modified except by a written agreement executed by each of the parties hereto.

**25. 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.

**26. Law Governing.** This Agreement shall in all respects be governed by the law of the State of California without regard to its conflicts of law rules. 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.

**27. Waiver.** Waiver by either 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.

**28. Ambiguity.** The parties acknowledge that this is a negotiated agreement, that they have had the opportunity to have this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship thereof.

**29. Gender.** All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identifications of the person or persons, firm or firms, corporation or corporations may require.

**30. 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.

**31. Compliance with Laws.** Consultant will comply with all statutes, regulations and ordinances in the performance of all services under this Agreement.

**32. Confidentiality of City Information.** During the performance of services under this Agreement, Consultant may gain access to and use City information regarding, but not limited to, procedures, policies, training, operational practices, and other vital information (hereafter collectively referred to as "City Information") which are valuable, special and unique assets of the City. Consultant agrees that it will not use any information obtained as a consequence of the performance of services under this Agreement for any purpose other than fulfillment of Consultant's scope of work, to protect all City Information and treat it as strictly confidential and

proprietary to City, and that it will not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party, other than its own employees, agents or subcontractors who have a need for the City Information for the performance of services under this Agreement, without the prior written consent of City, or as required by law.

Consultant shall treat all records and work product prepared or maintained by Consultant in the performance of this Agreement as confidential.

A violation by Consultant of this section shall be a material violation of this Agreement and will justify legal and/or equitable relief.

Consultant's obligations under this section shall survive the completion of services, expiration or termination of this Agreement.

**33. News and Information Release.** Consultant agrees that it will not issue any news releases in connection with either the award of this Agreement, or any subsequent amendment of or efforts under this Agreement, without first obtaining review and approval of said news releases from City through the City Representative.

**34. City Representative.** The City Representative specified in Exhibit A, or the representative's designee, shall administer this Agreement for the City.

**35. Counterparts.** The parties may execute this Agreement in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same instrument.

**36. Facsimile Signature; Electronic Signature.** This Agreement shall be binding upon the receipt of facsimile signatures or e-mailed by PDF or otherwise. Any person transmitting his or her signature by facsimile or electronically shall promptly send an original signature to the other party pursuant to the notice provision of this Agreement. The failure to send an original shall not affect the binding nature of this Agreement.

**37. 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.

**38. Exhibits.** The following exhibits are attached hereto and incorporated herein by reference:

Exhibit A, entitled "Scope of Work," including any attachments.

Exhibit B, entitled "Compensation," including any attachments.

Exhibit C, entitled "Insurance Requirements," including any attachments.

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

LISA SPEARMAN  
An Individual

By:   
Lisa Spearman

DATE: 6 Nov 2014

15-15922  
Vallejo Business License No.

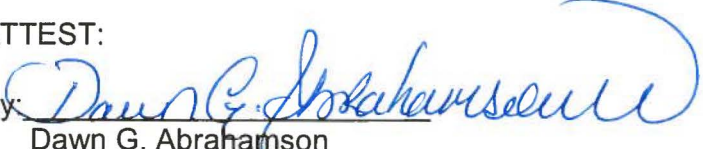
(City Seal)

CITY OF VALLEJO,  
A municipal corporation


By:   
Daniel E. Keen  
City Manager

DATE: 11/18/14


ATTEST:

By:   
Dawn G. Abrahamson  
City Clerk

APPROVED AS TO CONTENT:

  
Mark Sawicki  
Community and Economic  
Development Director

APPROVED AS TO FORM AND  
INSURANCE:

  
Claudia Quintana  
City Attorney

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

**1. Representatives.**

The City Representative for this Agreement is:

Kathleen Diohep  
Economic Development Manager  
Economic Development Department  
555 Santa Clara Street  
Vallejo CA 94590  
(707) 553-7283  
(707) 648-4499  
[kdiohep@ci.vallejo.ca.us](mailto:kdiohep@ci.vallejo.ca.us)

The Consultant's Representative for this Agreement is:

Lisa Spearman



All routine administrative communications between the parties will be between the above named representatives and may be by personal delivery, mail, facsimile transmission or electronic mail as agreed between the Consultant Representative and City's Representative.

**2. Services to be Provided.**

CONSULTANT will provide one or more of the following services as directed and prioritized by the City Representative:

- a) Manage, negotiate, acquire, review, inspect, lease, rent or sell real property and sites for public use and improvement projects that are owned or will benefit the City of Vallejo.
- b) Review property and asset management procedures at the City of Vallejo and make recommendations for improvement, including evaluation of appropriate property management systems.
- c) Oversee Administrative Clerk in undertaking the following tasks:

- i) Collect rents, lease payments and other payments for real property and submit them to the Finance office in a matter suitable for entry into the City's ledger system;
- ii) Prepare monthly rent roll report to submit to the Department Director and Finance. The report should include the parcel, address/description, lease terms, and amounts collected by month.
- iii) Ensure all terms of leases are met and no liens are filed on the properties;
- iv) Create and maintain an accounts receivable delinquency report with past due amounts, description of collection efforts, and next steps:
- d) Manage real properties, including administration of contracts or lease agreements, preparation of deeds, appraisals, and title insurance;
- e) Collect, research, analyze and act on information related to property values, site locations, buildings, title clearance, acquisition or disposition of property rights;
- f) Review city's portfolio of commercial and restaurant leases to determine compliance and address requested renegotiations. Specific projects include:
  - i) Sardine Can request for extended lease
  - ii) Zio Frado request for extended lease
  - iii) Ferry Building leases including review of CAM requirements
  - iv) Review of additional leases as designated by Economic Development Manager
- g) Coordinate real property management activities with appropriate City staff, current property owners, neighboring property owners and others as required;
- h) In coordination with Administrative Clerk and City Risk Manager, assure that insurance requirements in leases are enforced.
  - i) Review status of insurance against requirements in leases
  - j) Identify if the City has the appropriate insurance to match its obligations in each lease where the City not the tenant has the obligation for capital improvements.
- k) Negotiate and prepare grant deeds, leases, quitclaims, partial releases, deeds of partial reconveyance and other instruments and agreements with document templates provided by the City of Vallejo;
- l) Give oral testimony or presentations in court, to the City Council or to the public when required to by the Economic Development Manager.
- m) Perform related duties and responsibilities as required.



- n) Maintain a list of projects underway and pending to be updated no less than twice a month. Include any new issues or inquiries to be prioritized for work.
- o) Economic Development Manager will identify any concerns with performance at the twice monthly meetings and provide a two week period to cure, prior to exercising any termination rights.

**3. Time for Performance.**

Consultant will be generally available from business hours three days a week during business hours at the office space/location provided by City to work on the provision of the above-described services and to respond to requests made by the Economic Development Manager. Specific schedule and work priorities will be established by the Economic Development Manager and Consultant and will be reviewed at least twice a month in regular meetings.

**4. Key Personnel.** All of the individuals identified below are necessary for the successful prosecution of the services due to their unique expertise and depth and breadth of experience. There shall be no change in the personnel listed below, without written approval of the City Representative. Consultant recognizes that the composition of this team was instrumental in the City's decision to award the work to Consultant and that compelling reasons for substituting these individuals must be demonstrated for the City's consent to be granted. Any substitutes shall be persons of comparable or superior expertise and experience. Failure to comply with the provisions of this section shall constitute a material breach of Consultant's obligations under this Agreement and shall be grounds for termination.

Key personnel are as follows: Lisa Spearman



**EXHIBIT B**  
**COMPENSATION**

**1. Consultant's Compensation**

A. Services: City agrees to pay Consultant, at the rate(s) specified below, for those services set forth in Exhibit A of this Agreement and for all authorized reimbursable expenses, for a total not to exceed one hundred thousand dollars (\$100,000).

Consultant shall notify City in writing no later than thirty (30) days prior to the estimated date when Consultant will have billed City the maximum payment amount permitted under this Agreement, and Consultant shall provide City with an estimate of the additional compensation required to complete the project.

B. Additional Services:

1. Additional services are those services related to the scope of Services of Consultant as set forth in Exhibit A but not anticipated at the time of execution of this Agreement ("Additional Services"). Additional Services shall be provided only when authorized by an amendment to this Agreement and approved by the City Manager, or his or her designee. City reserves the right to perform any Additional Services with its own staff or to retain other Consultants to perform said Additional Services. Any costs incurred due to the performance of Additional Services prior to the execution of an amendment will not be reimbursed under this Agreement or an amendment.

2. Consultant's compensation for Additional Services shall be based on the total number of hours spent on Additional Services multiplied by the employees' appropriate billable hourly rate as established below. City, at its option, may negotiate a fixed fee for some or all Additional Services as the need arises. Where a fixed fee for Additional Services is established by mutual agreement between City and Consultant, compensation to Consultant shall not exceed the fixed fee amount.

**2. Appropriate Billable Hourly Rates for Services and Additional Services.**

Consultant's billable hourly rates shall be: \$70 per hour

**3. Consultant's Reimbursable Expenses.**

Reimbursable Expenses shall be limited to actual reasonable expenditures of Consultant for expenses that are necessary for the proper completion of the

Services and shall only be payable if specifically authorized in advance by City.

**4. 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 City.

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. City's Purchase Order Number (if issued)
5. Social Security Number or Taxpayer Identification Number
6. Amount of this Invoice (Itemize all Reimbursable Expenses")
7. Total Billed to Date

C. Items shall be separated into Services and Reimbursable Expenses. Billings that do not conform to the format outlined above shall be returned to Consultant for correction. City 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:

Kathleen Diohep  
Economic Development Manager  
Economic Development Department  
555 Santa Clara Street  
Vallejo CA 94590

**5. 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 salary costs for all Services and Additional Services performed under this Agreement and records of Consultant's Reimbursable Expenses, in accordance with generally accepted accounting practices. Consultant shall keep such records available for audit, inspection and copying by representatives of the City's Finance Department or other government agencies during regular business hours upon twenty four (24) hours notice.

The obligations of Consultant under this section shall survive this Agreement.

**6. 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 City with proof of such payments upon request. Consultant hereby agrees to indemnify and defend City for any claims, losses, costs, fees, liabilities, damages or injuries suffered by City arising out of Consultant's breach of this section pursuant to the Indemnification provisions of this Agreement.

**7. Taxpayer Identification Number.** Consultant shall provide City with an IRS Form W-9, Request for Taxpayer Identification Number and Certification, containing an original signature and any other State or local tax identification number requested by City.

## EXHIBIT C

### INSURANCE REQUIREMENTS

Consultant shall procure and maintain for the duration of this Agreement, including any extensions thereto, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by the Consultant, their agents, representatives, or employees or subcontractors.

**1. Minimum Scope of Insurance.** Coverage shall be at least as broad as:

A. Insurance Services Office form number GL 0002 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).

B. Insurance Services Office form number CA 0001 covering Automobile Liability, code 1 any auto and endorsement CA 0025.

C. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

**2. Minimum Limits of Insurance:**

Consultant shall maintain limits no less than:

A. General Liability: \$2,000,000.00 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, coverage shall be twice the per occurrence amount.

B. Automobile Liability: \$1,000,000.00 per accident for bodily injury and property damage.

C. Workers' Compensation and Employer's Liability: \$1,000,000.00 per accident for bodily injury or disease. If Borrower is not subject to California Workers' Compensation requirements, Borrower shall file a completed certificate of exemption form which may be obtained from the City of Vallejo prior to commencing any activity authorized hereunder.

**3. Deductible and Self-Insured Retention.** Any deductibles or self-insured retention greater than \$10,000 must be declared to and approved by the City's Risk

Manager. If the deductibles or self-insured retention limit is unacceptable to the City's Risk Manager, at his or her option, the insurer shall either reduce or eliminate such deductibles or self-insured retention as respects the City of Vallejo, 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.

**4. 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:

A. The City of Vallejo, 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 the City of Vallejo, its officers, officials, employees, agents or volunteers. The insurance is to be issued by companies licensed to do business in the State of California.

B. For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City of Vallejo, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City of Vallejo, its officers, officials, employees, agents or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

C. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees, agents or volunteers.

D. 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.

E. 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 the City.

The workers' compensation and employer's liability policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against City, its officers, officials, employees, agents and volunteers,

which might arise by reason of payment under such policy in connection with Consultant's performance under this Agreement.

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

**6. Verification of Coverage.** Consultant shall furnish the City with original certificates of insurance for all insurances required by this Agreement and 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 the City Attorney before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage, by this Agreement at any time. All verification of coverage and other insurance documents shall be mailed to the following address or to any other subsequent address as may be directed in writing by the City Attorney:

City of Vallejo  
Attn: City Attorney  
555 Santa Clara Street  
Vallejo, CA 94590

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

**8. Payment Withhold.** City 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.



## DECLARATION OF SOLE PROPRIETOR

DECLARATION AND ADDENDUM TO ALL CONTRACTS AWARDED TO

LISA K SPEARMAN, hereinafter "Organization"  
(ORGANIZATION NAME)

I declare for the purpose of inducing the City of Vallejo to go forward with any contracts awarded to Organization as follows: I am the authorized representative of Organization, an independent contractor for the purposes of the California Workers' Compensation and Labor laws. This Organization will hire no employees other than the parents, spouses, or children of its board members for work required for any bid or contract awarded to. All work required will be performed personally and solely by me, other board members of the Organization, their parents, spouses or children, or persons who perform voluntary service without pay to the organization. If, however, the Organization shall ever hire employees to perform this contract or any portion thereof, the Organization shall obtain Workers' Compensation Insurance and provide proof of Workers' Compensation Insurance coverage to the City of Vallejo.

If the Organization shall ever hire a subcontractor to perform this contract or any portion thereof, and the subcontractor has employees, then the Organization shall require its subcontractor to obtain Workers' Compensation Insurance Coverage, or the Organization shall obtain Workers' Compensation Coverage for that subcontractor's employees. This document constitutes a declaration by the Organization against its financial interest, relative to any claims it should assert under the California Workers' Compensation and/or Labor laws against the City of Vallejo relating to any bid or contract awarded to the Organization. The Organization will defend, indemnify and hold harmless the City of Vallejo from any and all claims and liability, including Workers' Compensation claims and liability that may be asserted or established by any party in the event the Organization hires an employee in violation of this addendum, and the Organization will further indemnify the City of Vallejo for all damages the City of Vallejo thereby suffers. I agree that these declarations shall constitute an addendum to any bid awarded to this Organization.

6 Nov 2014  
Date

Lisa Spearman  
Authorized Representative

California Automobile Insurance Company  
P.O. Box 10730  
Santa Ana, CA 92711-0730  
Customer Service: (800) 503-3724



**BUSINESS AUTO POLICY**  
**ADDITIONAL INSURED New Declarations**  
Effective Date: 11/24/2014

<b>NAMED INSURED:</b> LISA SPEARMAN ██████████ ██████████	<b>AGENT:</b> AUTO INS SPECIALISTS, LLC. PO BOX 6507 ARTESIA, CA 90702 (800) 493-7879
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<b>SCHEDULE</b>	
<b>Insurance Company:</b>	California Automobile Insurance Company
<b>Policy Number:</b>	BA040000018970
<b>Policy Period:</b>	From: 11/24/2014 to 11/24/2015 at 12:01 AM Standard Time at your mailing address
<b>Additional Insured:</b>	CITY OF VALLEJO
<b>Address:</b>	555 Santa Clara St , Vallejo CA 94590
<b>Endorsements Attached:</b>	CA 20 48 02 99 - Designated Insured

<b>AUTOMOBILE LIABILITY PROVIDED</b>	
<b>Covered Autos:</b>	Symbol 7 - Specifically Described "Autos"
<b>Limits of Insurance:</b>	\$1,000,000 CSL





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/14/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. 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).

<b>PRODUCER</b> Auto Insurance Specialists 17785 Center Court Drive Suite 500 Cerritos CA 90703	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 866-570-7335 FAX (A/C, No): 800-498-3293 E-MAIL ADDRESS: commercial@aisinsurance.com
	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: West American Insurance Co. NAIC # 44393 INSURER B: California Automobile Insurance Company 38342 INSURER C: INSURER D: INSURER E: INSURER F:
<b>INSURED</b> Lisa Spearman [REDACTED] [REDACTED]	


**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <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 OTHER:			BLW56404828	11/24/2014	11/24/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<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	<input checked="" type="checkbox"/>		BA040000018970	11/24/2014	11/24/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is also named as an Additional insured

<b>CERTIFICATE HOLDER</b>  City Of Vallejo 555 Santa Clara St Vallejo, CA 94590-5922	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**FIRST AMENDMENT TO  
CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT BETWEEN  
CITY OF VALLEJO  
AND  
LISA SPEARMAN**

This First Amendment to the Consultant and Professional Services Agreement made and entered into on November 18, 2014 hereafter referred to as Agreement, between Lisa Spearman, an individual, therein referred to as Consultant, and the City of Vallejo, a municipal corporation, therein referred to as City, is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

Consultant and City do mutually agree as follows:

- 1. Replacement of Exhibit A.** Exhibit A to the Agreement is hereby amended and replaced in its entirety with Exhibit A-Revised attached hereto.
- 2. Payment for Additional Services.** In consideration of Consultant providing the Additional Services, Consultant shall be paid an amount not to exceed eighty thousand dollars, (\$80,000). The maximum not to exceed amount specified in Exhibit B of the Agreement is increased by said amount and the new not to exceed amount is on one hundred and eighty thousand (\$180,000).

Consultant agrees that the amount of increase in the not to exceed amount specified above shall constitute full compensation for the Additional Services, and shall fully compensate Consultant for any and all direct and indirect costs that may be incurred by Consultant in connection with the Additional Services, including costs associated with any changes and/or delays in work schedules or in the performance of other services or work by Consultant.

**3. Integration.** This First Amendment contains the entire agreement between the parties with respect to its subject matter and supersedes whatever oral or written understanding they may have had prior to the execution of this First Amendment. This First 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 Agreement, and all prior amendments, if any, shall remain in full force and effect, and Consultant shall perform all duties, obligations and conditions required under the Agreement.

**4. Inconsistencies.** In the event of any conflict or inconsistency between the provisions of this First Amendment and the Agreement, and any prior amendment, if any, the provisions of this First Amendment shall control in all respects.

**5. Ambiguities.** The parties have each carefully reviewed this First Amendment and have agreed to each term of this First Amendment. No ambiguity shall be presumed to

be construed against either party.

**6. Counterparts.** This First Amendment may be executed by the parties in one or more counterparts all of which collectively shall constitute one document and agreement.

IN WITNESS WHEREOF, the parties have entered into this First Amendment on the day and year first hereinabove appearing.

**LISA SPEARMAN**

An individual

BY: \_\_\_\_\_  
Lisa Spearman

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

Vallejo Business License No. 16-00015922

(City Seal)

**CITY OF VALLEJO,**

A municipal corporation

BY: \_\_\_\_\_  
Daniel E. Keen  
City Manager

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

ATTEST: \_\_\_\_\_

Dawn G. Abrahamson  
City Clerk

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Andrea Ouse  
Community and Economic Development  
Director

APPROVED AS TO FORM AND  
INSURANCE

\_\_\_\_\_  
Claudia Quintana  
City Attorney

## Revised EXHIBIT A

### SCOPE OF WORK

#### 1. Representatives.

The City Representative for this Agreement is:

Kathleen Diohep  
Economic Development Manager  
Economic Development Department  
555 Santa Clara Street  
Vallejo CA 94590  
(707) 553-7283  
(707) 648-4499  
[kdiohep@ci.vallejo.ca.us](mailto:kdiohep@ci.vallejo.ca.us)

The Consultant's Representative for this Agreement is:

Lisa Spearman



All routine administrative communications between the parties will be between the above named representatives and may be by personal delivery, mail, facsimile transmission or electronic mail as agreed between the Consultant Representative and City's Representative.

#### 2. Services to be Provided.

CONSULTANT will provide one or more of the following services as directed and prioritized by the City Representative:

- a) Prepare the Real Property Activity Report as required annually in the City's Real Property and Asset Management Policy
- b) Review and propose changes to the city's real estate strategy including recommending additional properties to be designated surplus and review of asset management and cell site leasing policies.
- c) Implement the Long Range Property Management Plan of the Successor Agency of the former Vallejo Redevelopment Agency.
- d) Manage, negotiate, acquire, review, inspect, lease, rent or sell real property and sites for public use and improvement projects that are owned or will benefit the City of Vallejo.

- e) Review property and asset management procedures at the City of Vallejo and make recommendations for improvement, including evaluation of appropriate property management systems.
- f) Oversee Administrative Clerk in undertaking the following tasks:
  - i) Collect rents, lease payments and other payments for real property and submit them to the Finance office in a matter suitable for entry into the City's ledger system;
  - ii) In coordination with the City Risk Manager, assure that insurance requirements in leases are enforced.
  - iii) Prepare monthly rent roll report to submit to the Department Director and Finance. The report should include the parcel, address/description, lease terms, and amounts collected by month.
  - iv) Ensure all terms of leases are met and no liens are filed on the properties;
  - v) Create and maintain an accounts receivable delinquency report with past due amounts, description of collection efforts, and next steps:
- g) Manage real properties, including administration of contracts or lease agreements, preparation of deeds, appraisals, and title insurance;
- h) Collect, research, analyze and act on information related to property values, site locations, buildings, title clearance, acquisition or disposition of property rights;
- i) Review city's portfolio of commercial and restaurant leases to determine compliance and address requested renegotiations. Specific projects include:
  - i) Sardine Can request for extended lease
  - ii) Zio Frado request for extended lease
  - iii) Ferry Building leases including review of CAM requirements
  - iv) Master Lease with the Greater Vallejo Recreation District
  - v) Agreement with Solano County for Library facilities
  - vi) Review of additional leases as designated by Economic Development Manager
- j) Coordinate real property management activities with appropriate City staff, current property owners, neighboring property owners and others as required;
- k) Review status of insurance against requirements in leases
- l) Identify if the City has the appropriate insurance to match its obligations in each lease where the City not the tenant has the obligation for capital improvements.
- m) Negotiate and prepare grant deeds, leases, quitclaims, partial releases, deeds of partial reconveyance and other instruments and agreements with document templates provided by the City of Vallejo;
- n) Give oral testimony or presentations in court, to the City Council or to the public when required to by the Economic Development Manager.
- o) Perform related duties and responsibilities as required.
- p) Maintain a list of projects underway and pending to be updated no less than twice a month. Include any new issues or inquiries to be prioritized for work.

- q) Economic Development Manager will identify any concerns with performance at the twice monthly meetings and provide a two week period to cure, prior to exercising any termination rights.

**3. Time for Performance.**

Consultant will be generally available from business hours four days a week during business hours at the office space/location provided by City to work on the provision of the above-described services and to respond to requests made by the Economic Development Manager. Specific schedule and work priorities will be established by the Economic Development Manager and Consultant and will be reviewed at least twice a month in regular meetings.

**4. Key Personnel.** All of the individuals identified below are necessary for the successful prosecution of the services due to their unique expertise and depth and breadth of experience. There shall be no change in the personnel listed below, without written approval of the City Representative. Consultant recognizes that the composition of this team was instrumental in the City's decision to award the work to Consultant and that compelling reasons for substituting these individuals must be demonstrated for the City's consent to be granted. Any substitutes shall be persons of comparable or superior expertise and experience. Failure to comply with the provisions of this section shall constitute a material breach of Consultant's obligations under this Agreement and shall be grounds for termination.

Key personnel are as follows: Lisa Spearman



**DATE:** October 13, 2015  
**TO:** Mayor and Members of the City Council  
**FROM:** Janet M. Thiessen, Interim Human Resources Director  
**SUBJECT:** **ADOPT A RESOLUTION AMENDING EXHIBIT 1 TO ATTACHMENT C OF RESOLUTION NO. 15-067 N.C. ADOPTING FISCAL YEAR 2015-2016 POSITIONS AND SALARIES BY ELIMINATING ONE EXECUTIVE SECRETARY POSITION IN THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS GROUP AND ADDING ONE DEPUTY CITY CLERK POSITION IN THE CONFIDENTIAL, ADMINISTRATIVE, MANAGERIAL AND PROFESSIONAL GROUP AND SETTING THE SALARY RANGE AT RANGE 135 OR \$63,884 TO \$77,652, ANNUALLY IN THE CITY CLERK'S OFFICE**

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**RECOMMENDATION**

Adopt a resolution amending Exhibit 1 to Attachment C of Resolution No. 15-067 N.C. adopting Fiscal Year 2015-2016 positions and salaries by eliminating one Executive Secretary position in the International Brotherhood of Electrical Workers group and adding one Deputy City Clerk position in the Confidential, Administrative, Managerial and Professional group and setting the salary range at Range 135 or \$63,884 to \$77,652, annually in the City Clerk's Office.

**REASONS FOR RECOMMENDATION**

Staff has assessed the current organizational structure in the City Clerk's Office and identified gaps in terms of the ability to efficiently administer the democratic process, particularly in the absence of the City Clerk.

A reclassification review was completed by the former Interim Director of Human Resources. The review looked at the functions and duties being performed by the Executive Secretary and compared them to that of the duties performed by a Deputy City Clerk. The analysis concluded that the incumbent's duties and functions have changed significantly and have evolved over time from basic clerical functions to providing the City Clerk with support requiring greater depth of skill and expertise. The review resulted in the recommendation that the incumbent be reclassified to a Deputy City Clerk.

**BACKGROUND AND DISCUSSION**

The City Clerk's Office is a division of the City Manager's Department. The City Clerk is the local official who administers the democratic process and provides staff support to several advisory commissions and boards and the City Council including all of their required agendas and packets and legally required notices for all meetings. In addition, the City Clerk's office processes all legislative actions of the City Council, Successor Agency to the former Redevelopment Agency, Housing Authority, Marine World JPA, Public Financing Authority, including claims against the city, ordinances, resolutions, contracts, document recordings, and



**Subject: ADOPT A RESOLUTION AMENDING EXHIBIT 1 TO ATTACHMENT C OF RESOLUTION NO. 15-067 N.C. ADOPTING FISCAL YEAR 2015-2016 POSITIONS AND SALARIES BY ELIMINATING ONE EXECUTIVE SECRETARY POSITION IN THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS GROUP AND ADDING ONE DEPUTY CITY CLERK POSITION IN THE CONFIDENTIAL, ADMINISTRATIVE, MANAGERIAL AND PROFESSIONAL GROUP AND SETTING THE SALARY RANGE AT RANGE 135 OR \$63,884 TO \$77,652, ANNUALLY IN THE CITY CLERK'S OFFICE**

minutes. Additionally the City Clerk administers city elections, state Conflict of Interest Code as well as campaign filings.

Since 1996, staff in the City Clerk's office has gradually been reduced from seven to three employees and reduced even further during bankruptcy from three to two employees to what currently exists today: one City Clerk and one Executive Secretary.

A classification study was completed by the former Interim Director of Human Resources. The review looked at the current needs and functions of the City Clerk's office and determined that statutory duties of the City Clerk require specific knowledge and the ability to comprehend, analyze and apply pertinent Federal, State and local laws, codes and regulations. The addition of a Deputy City Clerk would provide more professional depth in the City Clerk's Office and enhance the division's ability to continue to timely and adequately administer the office, particularly in the absence of the City Clerk.

Local agencies of similar size and complexity have similar positions with similar responsibilities, such as Concord, Fairfield, Richmond and Vacaville. The classification of Deputy City Clerk currently exists and is represented by CAMP. Adding the Deputy City Clerk to the City Clerk's authorized positions will also enhance the City's ability to recruit and retain high performing employees in this position.

**FISCAL IMPACT**

The annual fiscal impact to the City Clerk's budget for this proposed action is estimated to be \$13,695 in increased salary and benefit costs. .

<u>Proposed action</u>	<u>Position</u>	<u>Salary Range</u>	<u>Salary Step</u>	<u>Salary and other compensation</u>	<u>Benefits</u>	<u>Total</u>
Eliminate	Executive Secretary	30 (IBEW)	5	\$59,102	\$47,647	\$106,748
Add	Deputy City Clerk	135 (CAMP)	1*	\$68,626	\$51,817	\$120,443
Total estimated annual cost increase:						\$13,695

\*

Labor projection includes assumption that employee will start at Step 1 of CAMP Salary Range 135 and receive one step increase in the first year.

The FY 15-16 impact is lessened due to the timing of this item after approximately one third of the fiscal year.

**Subject: ADOPT A RESOLUTION AMENDING EXHIBIT 1 TO ATTACHMENT C OF RESOLUTION NO. 15-067 N.C. ADOPTING FISCAL YEAR 2015-2016 POSITIONS AND SALARIES BY ELIMINATING ONE EXECUTIVE SECRETARY POSITION IN THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS GROUP AND ADDING ONE DEPUTY CITY CLERK POSITION IN THE CONFIDENTIAL, ADMINISTRATIVE, MANAGERIAL AND PROFESSIONAL GROUP AND SETTING THE SALARY RANGE AT RANGE 135 OR \$63,884 TO \$77,652, ANNUALLY IN THE CITY CLERK'S OFFICE**

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Funding is available in the FY 2015-16 Adopted Budget in the City Clerk's Division for this increase in costs.

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**ENVIRONMENTAL REVIEW**

This action is exempt from the California Environmental Quality Act ("CEQA") because it is not a project that has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment, pursuant to CEQA Guideline section 15378.

**ATTACHMENTS**

1.	Resolution No. 15-067 N.C.
2.	Deputy City Clerk - CAMP Exempt Classification Specification
3.	Deputy City Clerk - CAMP Exempt resolution
4.	Deputy City Clerk -- CAMP Exempt, Salary Range #135

**CONTACT**

Janet M. Thiessen, Interim Human Resources Director, (707) 648-4106, [Janet.Thiessen@cityofvallejo.net](mailto:Janet.Thiessen@cityofvallejo.net).

**RESOLUTION NO. 15-067 N.C.**

**ADOPTING THE AUTHORIZED POSITIONS, SALARIES, AND BENEFITS LISTING  
BY DEPARTMENT FOR FISCAL YEAR 2015-2016**

**WHEREAS**, Vallejo Municipal Code section 2.60.340 requires the City Council adopt an official salary plan through adoption of the annual positions and salaries ordinance or resolution which shall continue or abolish positions which existed on the last day of the preceding fiscal year; create new positions and prescribe the number of regular positions authorized for each department, division, branch, section and other unit of the City's organization; and

**WHEREAS**, the City Council has reviewed the supplementary information to the Proposed Budget for FY 2015-2016, containing an Authorized Positions and Salary and Benefits Listing By Department,

**NOW, THEREFORE, BE IT RESOLVED** by the City Council that the positions as set forth in **Exhibit 1** to this resolution are authorized and funded for Fiscal Year 2015-2016.

**BE IT FURTHER RESOLVED** that the City Manager is authorized to retain interim, part-time, temporary or seasonal personnel within the amounts appropriated for such purposes. In addition, the City Manager, after review by the Human Resources Director and the Finance Director, is authorized to respond to staffing vacancies by either under filling them or using current staff that are at other similar pay level positions as long as there are sufficient monies remaining in the current budget.

**BE IT FURTHER RESOLVED** that the City Manager is authorized to reassign authorized staffing positions within a department and within the same fund as long as there is no net change to authorized staffing positions and no change in the total expenditures appropriated for the department or fund.

**BE IT FURTHER RESOLVED** by the City Council that the Salary and Benefits Listing by Department as set forth in the Supplementary Information to the Proposed FY 2015-2016 Budget and attached to the Resolution as **Exhibit 2**, with any salary and benefit adjustment authorized by the FY 2015-2016 Budget Resolution adopted concurrently with this Resolution shall be the Official FY 2015-2016 Salary Plan for the City of Vallejo; and

**BE IT FURTHER RESOLVED** that the positions contained therein shall be continued from FY 2014-2015 to FY 2015-2016, and that any new positions created shall be as reflected therein, and such Salary Plan does prescribe the number of regular positions authorized for each City of Vallejo department, division, branch section and other unit of the City's organization.

**BE IT FURTHER RESOLVED** that the City Manager is further authorized to temporarily over-hire for a period not to exceed six (6) months, so long as there is no net increase in the adopted budget funding levels for salaries and wages.

**BE IT FURTHER RESOLVED** that the City Manager is authorized to adjust staffing levels in the Police and Fire Training Academies based on projected vacancies.

**BE IT FURTHER RESOLVED** that the City Manager is authorized to adjust any appropriation made in the Approved Budget to reflect changes from amounts budgeted for updated labor, cost plan, and risk management changes, such as retirement rates, payroll taxes, health benefits, fleet costs, and risk management costs from budgeted funds or reserves.

**BE IT FURTHER RESOLVED** that the City Manager is authorized to adjust staffing levels for renewals, expansions, or reductions to fully offset City Council-approved operating grants or Externally Funded Programs (EFP). Grant/EFP positions shall be terminated upon completion or cancellation of the grant/EFP, unless specifically continued by a resolution that includes a source of replacement funding. Any existing positions which were approved based on the assumption of the City receiving a grant or other reimbursements must have continued funding verified prior to filling the position.

Adopted by the Council of the City of Vallejo at a regular meeting held on June 9, 2015 with the following vote:

AYES: Mayor Davis, Vice Mayor Malgapo, Councilmembers Dew-Costa  
McConnell, Miessner, Sampayan, and Verder-Aliga  
NOES: None  
ABSENT: None  
ABSTAIN: None

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

ATTEST:

  
\_\_\_\_\_  
DAWN G. ABRAHAMSON, CITY CLERK

**CITY OF VALLEJO  
AUTHORIZED STAFF POSITIONS - CITYWIDE SUMMARY**

	FY 11-12	FY 12-13	FY 13-14	FY 14-15			Changes		FY 15-16		Proposed Authorized Positions
	Amended	Amended	Amended	Measure B Funded	Other	Total Amended	Measure B Funded	Other	Measure B Funded	Other	
<b>General Fund</b>											
Legislative	8.00	8.00	8.00	-	8.00	8.00	-	-	-	8.00	8.00
Executive											
City Manager	4.00	4.00	7.00	3.00	4.00	7.00	-	-	3.00	4.00	7.00
City Clerk	2.00	2.00	2.00	-	2.00	2.00	-	-	-	2.00	2.00
Code Enforcement	5.00	7.00	8.00	2.00	5.00	7.00	(2.00)	(5.00)	-	-	-
Information Technology	5.00	5.00	4.00	-	6.60	6.60	-	-	-	6.60	6.60
Law	5.50	11.00	11.00	3.00	10.00	13.00	-	-	3.00	10.00	13.00
Finance	15.00	16.00	17.00	-	16.00	16.00	-	-	-	16.00	16.00
Human Resources	6.00	7.00	9.00	-	8.00	8.00	-	0.40	-	8.40	8.40
Economic Development	20.25	18.25	18.75	5.00	15.75	20.75	(1.00)	1.00	4.00	16.75	20.75
Police	129.00	134.00	143.00	20.00	128.00	148.00	6.00	5.00	26.00	133.00	159.00
Fire	80.00	95.00	94.00	11.00	83.00	94.00	-	(9.00)	11.00	74.00	85.00
Public Works	60.25	62.85	68.00	-	71.00	71.00	-	-	-	71.00	71.00
	<u>340.00</u>	<u>370.10</u>	<u>389.75</u>	<u>44.00</u>	<u>357.35</u>	<u>401.35</u>	<u>3.00</u>	<u>(7.60)</u>	<u>47.00</u>	<u>349.75</u>	<u>396.75</u>
<b>Enterprise Funds</b>											
Water	103.00	104.00	104.00	-	106.00	106.00	-	-	-	106.00	106.00
Transportation	5.00	-	-	-	-	-	-	-	-	-	-
Parking	-	-	1.00	-	1.00	1.00	-	-	-	1.00	1.00
Marina	4.00	4.00	4.00	-	4.00	4.00	-	-	-	4.00	4.00
	<u>112.00</u>	<u>108.00</u>	<u>109.00</u>		<u>111.00</u>	<u>111.00</u>				<u>111.00</u>	<u>111.00</u>
<b>Economic Development Funds</b>											
Housing	-	-	-	-	-	-	-	-	-	-	-
Mare Island CFDs	2.10	2.10	2.00	-	2.00	2.00	-	-	-	2.00	2.00
Other (moved to Gen Fund)	-	-	-	-	-	-	-	-	-	-	-
	<u>2.10</u>	<u>2.10</u>	<u>2.00</u>		<u>2.00</u>	<u>2.00</u>				<u>2.00</u>	<u>2.00</u>
<b>Public Works Funds</b>											
Corp Yard	8.00	7.80	7.00	-	7.00	7.00	-	-	-	7.00	7.00
Landscape Districts	4.40	5.25	5.00	-	5.00	5.00	-	-	-	5.00	5.00
	<u>12.40</u>	<u>13.05</u>	<u>12.00</u>		<u>12.00</u>	<u>12.00</u>				<u>12.00</u>	<u>12.00</u>
<b>Other Programs</b>											
Housing	16.80	15.00	14.00	-	14.00	14.00	-	-	-	14.00	14.00
Self Insurance	2.00	2.00	2.00	-	2.00	2.00	-	-	-	2.00	2.00
	<u>18.80</u>	<u>17.00</u>	<u>16.00</u>		<u>16.00</u>	<u>16.00</u>				<u>16.00</u>	<u>16.00</u>
<b>TOTAL</b>	<u>485.30</u>	<u>510.25</u>	<u>528.75</u>	<u>44.00</u>	<u>498.35</u>	<u>542.35</u>	<u>3.00</u>	<u>(7.60)</u>	<u>47.00</u>	<u>490.75</u>	<u>537.75</u>

**City of Vallejo**  
**Authorized Positions Salary and Benefits Listing by Department**  
**FY 15-16 Proposed Budget**

Note: Excludes acting pays, differential pays, standby pays, non-safety overtime and other labor costs that are budgeted as a lumpsum amount and not allocated to specific positions.

Department / Description	Fund	Position Title	Group	Total Salaries	Employer - Paid Benefits			Total Salaries and Benefits
					PERS Retirement	Other	Total	
<b>Mayor/City Council</b>								
001		MAYOR	EXEC	37,500.00	6,144.30	22,137.30	28,281.60	65,781.60
001		CITY COUNCIL	EXEC	14,700.00	6,144.30	13,305.45	19,449.75	34,149.75
001		CITY COUNCIL	EXEC	14,700.00	6,144.30	9,912.15	16,056.45	30,756.45
001		CITY COUNCIL	EXEC	14,700.00	6,144.30	19,505.86	25,650.16	40,350.16
001		CITY COUNCIL	EXEC	14,700.00	6,144.30	18,226.32	24,370.62	39,070.62
001		CITY COUNCIL	EXEC	14,700.00	-	9,000.75	9,000.75	23,700.75
001		CITY COUNCIL	EXEC	14,700.00	6,144.30	9,912.15	16,056.45	30,756.45
001		EXECUTIVE ASST. TO THE MAYOR	CAMP	65,134.64	21,037.19	21,751.85	42,789.04	107,923.68
<b>Executive</b>								
<b>City Manager</b>								
001		CITY MANAGER	EXEC	316,776.92	90,807.75	57,534.24	148,341.99	465,118.91
001		ASSISTANT CITY MANAGER	EXEC	179,249.16	56,711.46	45,092.96	101,804.42	281,053.57
001		EXECUTIVE ASST. TO THE CM - C	CAMP	80,343.20	25,261.35	19,938.47	45,199.82	125,543.02
001		ASSISTANT TO THE CITY MANAGER	EXEC	111,283.95	35,099.88	37,169.86	72,269.74	183,553.69
003		ADMINISTRATIVE ANALYST I/II	CAMP	81,294.11	26,662.84	20,000.17	46,663.01	127,957.12
003		ADMINISTRATIVE ANALYST I/II	CAMP	90,687.00	29,448.34	31,704.92	61,153.26	151,840.26
003		ADMINISTRATIVE CLERK I	IBEW	36,933.36	11,928.40	18,594.94	30,523.34	67,456.70
<b>City Clerk</b>								
001		CITY CLERK	CAMP	127,962.88	40,403.45	28,643.33	69,046.78	197,009.66
001		EXECUTIVE SECRETARY	IBEW	59,101.54	18,793.12	28,853.75	47,646.87	106,748.41
<b>Information Technology</b>								
001		CHIEF INFORMATION OFFICER	CAMP	144,787.77	45,753.43	27,427.52	73,180.95	217,968.72
001		IS SERVICES SPECIALIST	IBEW	72,059.77	23,274.16	24,422.42	47,696.58	119,756.35
001		IS SUPPORT TECHNICIAN I	IBEW	60,001.54	18,793.12	28,410.53	47,203.65	107,205.19
001		IS SUPPORT TECHNICIAN II	IBEW	61,994.27	20,022.88	22,752.55	42,775.43	104,769.70
001		MEDIA SERVICES SPECIALIST	CAMP	101,126.60	32,156.23	31,350.32	63,506.55	164,633.15
001		INFORMATION SYSTEMS MANAGER	CAMP	106,771.38	35,018.88	34,006.95	69,025.83	175,797.21
001		SECRETARY (.60 FTE)	IBEW	29,134.39	9,555.50	6,441.39	15,996.89	45,131.28
<b>Housing Programs</b>								
121		CD PROGRAM MANAGER	CAMP	141,186.70	44,608.36	40,622.80	85,231.16	226,417.86
121		HOUSING SPECIALIST SUPERVISOR	IBEW	66,804.34	21,576.49	23,550.54	45,127.03	111,931.37
121		HOUSING SPECIALIST I & II	IBEW	55,056.83	18,057.54	11,813.92	29,871.46	84,928.29
121		HOUSING SPECIALIST I & II	IBEW	55,056.83	17,506.54	28,182.73	45,689.26	100,746.09
121		HOUSING SPECIALIST I & II	IBEW	57,941.31	18,424.59	12,292.47	30,717.06	88,658.37
121		HOUSING SPECIALIST I & II	IBEW	56,253.81	17,887.12	18,513.55	36,400.68	92,654.49
121		HOUSING SPECIALIST I & II	IBEW	70,263.02	22,341.87	14,336.63	36,678.50	106,941.52
121		HOUSING SPECIALIST I & II	IBEW	47,524.73	15,349.16	20,352.05	35,701.21	83,225.94
121		HOUSING ACCOUNTING SPECIALIST	IBEW	54,453.14	17,314.54	11,713.78	29,028.32	83,481.46
121		SECRETARY	IBEW	50,985.38	16,212.18	17,639.52	33,851.70	84,837.08
121		SR. COMM. DEVELOPMENT ANALYST	IBEW	92,207.86	29,320.33	30,445.44	59,765.77	151,973.63
121		ADMINISTRATIVE CLERK II	IBEW	40,776.51	13,169.88	19,232.52	32,402.40	73,178.91
121		ADMINISTRATIVE CLERK II	IBEW	40,776.51	13,169.88	19,232.52	32,402.40	73,178.91
121		SR. HOUSING SPECIALIST	IBEW	56,196.25	18,431.25	18,554.95	36,986.19	93,182.44
<b>City Attorney</b>								
001		CITY ATTORNEY	EXEC	230,394.00	65,247.59	48,873.95	114,121.54	344,515.54
001		CHIEF ASST. CITY ATTORNEY	EXEC	174,028.12	56,782.57	30,333.97	87,116.54	261,144.66
001		ASST CITY ATTORNEY I/II	CAMP	155,769.46	49,245.40	38,961.84	88,207.24	243,976.70
001		ASST CITY ATTORNEY I/II	CAMP	141,053.06	44,565.87	27,130.61	71,696.48	212,749.54
001		DEPUTY CITY ATTORNEY I/II	CAMP	121,832.88	38,454.24	25,506.07	63,960.31	185,793.19
003		DEPUTY CITY ATTORNEY I/II	CAMP	95,250.39	30,945.04	21,971.75	52,916.79	148,167.18
001		DEPUTY CITY ATTORNEY I (Term Limited)	CAMP	94,350.39	30,473.29	25,885.87	56,359.16	150,709.55
003		NLP ATTORNEY (Term)	CAMP	47,110.90	15,451.43	15,163.24	30,614.67	77,725.57
001		SECRETARY TO THE CITY ATTORNEY	CAMP	73,772.87	23,458.30	19,034.86	42,493.16	116,266.03
003		ADMINISTRATIVE CLERK II	CAMP	49,515.08	16,239.96	15,503.43	31,743.39	81,258.47
001		LEGAL SECRETARY (Term Limited)	CAMP	60,477.15	19,532.91	21,092.81	40,625.72	101,102.87
001		LEGAL SECRETARY	CAMP	66,826.44	21,249.47	14,451.95	35,701.42	102,527.86
001		LEGAL SECRETARY	CAMP	63,645.10	20,874.32	27,904.59	48,778.91	112,424.01
<b>Self Insurance</b>								
505		ADMINISTRATIVE ANALYST I/II	CAMP	81,294.11	26,662.84	20,000.17	46,663.01	127,957.12
<b>Finance</b>								
<b>Accounting</b>								
001		FINANCE DIRECTOR	EXEC	174,028.26	55,051.33	40,616.78	95,668.11	269,696.37

**City of Vallejo**  
**Authorized Positions Salary and Benefits Listing by Department**  
**FY 15-16 Proposed Budget**

Note: Excludes acting pays, differential pays, standby pays, non-safety overtime and other labor costs that are budgeted as a lumpsum amount and not allocated to specific positions.

Department / Description	Fund	Position Title	Group	Total Salaries	Employer - Paid Benefits			Total Salaries and Benefits
					PERS Retirement	Other	Total	
	001	ASSISTANT FINANCE DIRECTOR	CAMP	140,286.70	45,309.80	31,262.31	76,572.11	216,858.81
	001	AUDITOR CONTROLLER	CAMP	118,883.13	37,516.28	27,458.45	64,974.73	183,857.86
	001	ACCOUNTING MANAGER	CAMP	118,883.13	37,516.28	27,737.87	65,254.15	184,137.28
	001	ADMINISTRATIVE ANALYST II	CAMP	95,390.54	30,991.01	21,968.71	52,959.72	148,350.26
	001	SR. ACCOUNTANT	IBEW	83,531.55	26,561.68	32,906.68	59,468.36	142,999.91
	001	SR. ACCOUNTANT	IBEW	83,531.89	26,561.79	32,906.74	59,468.53	143,000.42
	001	SR. ACCOUNTANT (Term Limited)	IBEW	75,593.91	24,415.29	25,008.73	49,424.02	125,017.93
	001	ACCOUNTANT	IBEW	71,861.27	23,569.06	31,099.46	54,668.52	126,529.79
	001	ACCOUNTANT	IBEW	72,024.16	22,902.48	30,997.61	53,900.10	125,924.26
	001	ACCOUNTANT	IBEW	68,439.34	22,446.73	26,502.24	48,948.97	117,388.31
	001	EXECUTIVE SECRETARY - C	CAMP	74,672.87	23,458.30	30,915.63	54,373.93	129,046.80
	001	ACCOUNTING TECHNICIAN	IBEW	65,242.11	20,746.11	19,800.48	40,546.59	105,788.70
	001	ACCOUNTING TECHNICIAN	IBEW	68,504.22	22,468.01	23,832.55	46,300.56	114,804.78
<b>Commercial Services</b>								
	001	SENIOR ACCOUNTANT	IBEW	75,593.91	24,415.29	25,008.73	49,424.02	125,017.93
	001	CUSTOMER SERVICE REP.	IBEW	49,734.26	15,814.84	10,930.91	26,745.76	76,480.02
<b>Water Billing and Collection</b>								
	401	CUSTOMER SERVICE SUPERVISOR	IBEW	64,587.18	20,251.12	25,801.60	46,052.73	110,639.91
	401	ACCOUNTING MANAGER	CAMP	113,264.62	36,853.34	36,875.80	73,729.14	186,993.76
	401	CUSTOMER SERVICE REP.	IBEW	47,365.94	15,061.08	23,006.16	38,067.24	85,433.18
	401	CUSTOMER SERVICE REP.	IBEW	49,734.05	15,814.77	10,930.88	26,745.66	76,479.70
	401	CUSTOMER SERVICE REP.	IBEW	49,734.26	15,814.84	10,930.91	26,745.76	76,480.02
	401	CUSTOMER SERVICE REP.	IBEW	49,734.26	15,814.84	10,930.91	26,745.76	76,480.02
	401	CUSTOMER SERVICE REP.	IBEW	57,698.22	18,346.86	12,252.13	30,599.00	88,297.22
	401	CASHIER CLERK	IBEW	40,811.68	12,977.41	15,951.71	28,929.12	69,740.80
<b>Water Meter Reading</b>								
	401	METER READER	IBEW	49,651.43	15,787.67	22,932.82	38,720.50	88,371.92
	401	METER READER	IBEW	52,253.14	16,614.98	30,290.88	46,905.87	99,159.01
	401	METER READER	IBEW	49,764.40	16,321.73	29,479.95	45,801.68	95,566.08
	401	METER READER	IBEW	52,253.14	16,614.98	36,462.21	53,077.20	105,330.34
	401	METER READER	IBEW	52,253.14	16,614.98	30,495.11	47,110.09	99,363.23
	401	SR. METER READER	IBEW	57,652.61	18,331.90	28,613.37	46,945.27	104,597.88
	401	UTILITY FIELD REPRESENTATIVE	IBEW	57,652.61	18,331.90	42,565.31	60,897.21	118,549.82
	401	UTILITY FIELD REPRESENTATIVE	IBEW	57,652.61	18,331.90	32,697.55	51,029.45	108,682.06
<b>Human Resources</b>								
	001	HUMAN RESOURCES DIRECTOR	EXEC	144,085.83	46,536.84	35,843.91	82,380.75	226,466.58
	001	HR PROGRAM MANAGER	CAMP	113,264.62	36,853.34	30,999.00	67,852.34	181,116.96
	001	EMPLOYEE RELATIONS MANAGER	EXEC	110,383.95	35,651.80	31,493.48	67,145.28	177,529.23
	001	PERSONNEL ANALYST I/II	CAMP	99,215.23	31,548.46	24,639.10	56,187.56	155,402.79
	001	PERSONNEL ANALYST I/II	CAMP	108,913.41	34,632.29	36,510.10	71,142.39	180,055.80
	001	PERSONNEL ANALYST I/II (Limited 3 yr term)	CAMP	94,276.42	30,920.78	21,729.41	52,650.19	146,926.61
	001	PERSONNEL TECHNICIAN	CAMP	66,827.33	21,249.76	19,401.98	40,651.74	107,479.07
	001	ADMINISTRATIVE CLERK II (confidential)	CAMP	51,990.77	16,532.02	16,903.96	33,435.98	85,426.75
	001	SECRETARY (.40 FTE)	IBEW	19,422.93	6,370.33	4,294.26	10,664.59	30,087.52
<b>Self Insurance</b>								
	505	WORKER'S COMP. COORDINATOR	CAMP	86,452.84	27,204.09	22,418.69	49,622.78	138,075.62
<b>Economic Development</b>								
<b>Economic Development</b>								
	001	ECONOMIC DEVELOPMENT DIRECTOR	EXEC	152,852.78	49,368.39	36,768.82	86,137.21	238,989.97
	001	EXECUTIVE SECRETARY	IBEW	59,101.00	18,792.95	28,853.66	47,646.61	106,747.61
	001	ECONOMIC DEVELOPMENT MANAGER	CAMP	134,407.32	42,452.66	37,269.93	79,722.59	214,129.91
	001	SR. COMM. DEVELOPMENT ANALYST	IBEW	92,207.86	29,320.33	24,478.33	53,798.67	146,006.53
	003	ADMINISTRATIVE ANALYST II	CAMP	95,176.42	30,920.78	21,987.97	52,908.75	148,085.17
	003	ADMINISTRATIVE ANALYST II	CAMP	94,490.54	30,991.01	32,269.21	63,260.22	157,750.76
	003	SECRETARY	IBEW	46,140.49	15,133.16	16,728.01	31,861.17	78,001.66
	003	SR. PLANNER-LIMITED 2 YR TERM (.30 FTE)	CAMP	31,300.45	10,265.92	6,916.86	17,182.78	48,483.23
<b>Development Services</b>								
<b>Building</b>								
	001	CHIEF BUILDING OFFICIAL	CAMP	151,982.68	48,041.26	38,660.79	86,702.05	238,684.73
	001	SUPERVISING BUILDING INSPECTOR	IBEW	94,416.61	30,494.76	28,131.42	58,626.17	153,042.78
	001	SUPERVISING BUILDING INSPECTOR	IBEW	104,330.72	33,696.39	29,776.17	63,472.56	167,803.28
	001	BUILDING INSPECTOR I/II	IBEW	73,819.20	23,473.22	14,926.60	38,399.82	112,219.02



**City of Vallejo**  
**Authorized Positions Salary and Benefits Listing by Department**  
**FY 15-16 Proposed Budget**

Note: Excludes acting pays, differential pays, standby pays, non-safety overtime and other labor costs that are budgeted as a lumpsum amount and not allocated to specific positions.

**Employer - Paid Benefits**

Department / Description	Fund	Position Title	Group	Total Salaries	PERS			Total Salaries and Benefits
					Retirement	Other	Total	
	001	BUILDING INSPECTOR III	IBEW	66,804.34	21,576.49	23,550.54	45,127.03	111,931.37
	001	BUILDING PERMIT TECHNICIAN III	IBEW	47,287.47	15,273.34	20,312.69	35,586.04	82,873.51
	001	ADMINISTRATIVE ANALYST	CAMP	77,422.66	25,005.97	23,490.60	48,496.57	125,919.23
	001	SECRETARY	IBEW	50,985.38	16,212.18	23,606.62	39,818.81	90,804.19
<b>Planning</b>								
	001	SR. PLANNER	CAMP	109,551.14	34,835.08	36,613.22	71,448.30	180,999.44
	003	SR. PLANNER-LIMITED 2 YR TERM (.70 FTE)	CAMP	73,034.40	23,953.82	16,139.34	40,093.16	113,127.56
	001	ASSOCIATE PLANNER	IBEW	79,497.60	25,278.62	28,336.80	53,615.43	133,113.03
	001	ASSOCIATE PLANNER	IBEW	80,397.60	25,278.62	22,470.41	47,749.03	128,146.63
	001	PLANNING MANAGER	CAMP	134,407.32	42,452.66	29,324.54	71,777.20	206,184.52
	001	PLANNING TECHNICIAN (.75 FTE)	IBEW	45,437.18	14,448.49	10,084.53	24,533.01	69,970.19
<b>Fire</b>								
<b>Administration</b>								
	001	FIRE CHIEF	EXEC	194,802.98	112,282.49	72,276.68	184,559.17	379,362.15
	003	DEPUTY FIRE CHIEF	EXEC	176,059.45	93,253.13	67,087.33	160,340.46	336,399.91
	001	EXECUTIVE SECRETARY	CAMP	74,672.87	23,458.30	30,915.63	54,373.93	129,046.80
<b>Suppression, Training and Paramedic Program</b>								
	001	BATTALION/DIV. CHIEF (SUPPRESSION)	IAFF	151,378.14	80,591.85	64,146.31	144,738.16	296,116.30
	001	BATTALION/DIV. CHIEF (SUPPRESSION)	IAFF	158,529.96	84,400.08	66,185.84	150,585.92	309,115.88
	001	BATTALION/DIV. CHIEF (SUPPRESSION)	IAFF	160,403.76	85,397.12	66,787.21	152,184.33	312,588.09
	001	FIRE CAPTAIN	IAFF	128,003.63	68,148.01	57,306.93	125,454.94	253,458.57
	001	FIRE CAPTAIN	IAFF	134,690.35	71,228.42	59,183.27	130,411.69	265,102.05
	001	FIRE CAPTAIN	IAFF	128,003.32	68,147.83	57,206.20	125,354.03	253,357.34
	001	FIRE CAPTAIN	IAFF	129,160.75	68,763.96	57,645.50	126,409.46	255,570.21
	001	FIRE CAPTAIN	IAFF	126,267.95	67,223.58	56,799.07	124,022.65	250,290.60
	001	FIRE CAPTAIN	IAFF	126,267.95	67,223.58	56,837.98	124,061.57	250,329.52
	001	FIRE CAPTAIN	IAFF	122,217.71	65,067.07	55,652.88	120,719.95	242,937.66
	001	FIRE CAPTAIN	IAFF	128,003.63	68,148.01	57,306.93	125,454.94	253,458.57
	001	FIRE CAPTAIN	IAFF	128,003.63	68,148.01	57,345.84	125,493.86	253,497.49
	001	FIRE CAPTAIN	IAFF	133,789.25	71,227.78	58,999.80	130,227.58	264,016.83
	001	FIRE CAPTAIN	IAFF	128,003.63	68,148.01	48,684.58	114,832.59	242,836.52
	001	FIRE CAPTAIN	IAFF	128,003.63	68,148.01	57,306.93	125,454.94	253,458.57
	001	FIRE CAPTAIN	IAFF	122,218.01	65,067.24	55,639.16	120,706.40	242,924.42
	001	FIRE CAPTAIN	IAFF	132,953.57	70,304.36	58,622.00	128,926.35	261,879.92
	001	FIRE CAPTAIN	IAFF	132,053.24	70,304.17	47,869.49	118,173.66	250,226.91
	001	FIRE CAPTAIN	IAFF	89,920.28	47,873.15	46,163.74	94,036.89	183,957.18
	001	FIRE CAPTAIN	IAFF	128,003.63	68,148.01	57,306.93	125,454.94	253,458.57
	001	FIRE CAPTAIN	IAFF	126,267.95	67,223.58	42,537.80	109,761.39	236,029.34
	001	FIRE CAPTAIN	IAFF	126,267.95	67,223.58	56,799.07	124,022.65	250,290.60
	001	FIRE CAPTAIN	IAFF	126,267.95	67,223.58	56,799.07	124,022.65	250,290.60
	001	FIRE CAPTAIN	IAFF	122,218.01	65,067.24	55,513.42	120,580.66	242,798.67
	001	FIRE ENGINEER	IAFF	115,744.08	61,620.73	39,458.52	101,079.25	216,823.33
	001	FIRE ENGINEER	IAFF	113,153.45	60,241.52	52,961.77	113,203.28	226,356.73
	001	FIRE ENGINEER	IAFF	113,153.45	60,241.52	52,961.77	113,203.28	226,356.73
	001	FIRE ENGINEER	IAFF	113,153.45	60,241.52	52,986.87	113,228.39	226,381.84
	001	FIRE ENGINEER	IAFF	113,153.45	60,241.52	42,339.42	102,580.93	215,734.38
	001	FIRE ENGINEER	IAFF	118,334.71	62,999.94	43,862.57	106,862.52	225,197.23
	001	FIRE ENGINEER	IAFF	109,526.56	58,311.02	47,917.16	106,228.18	215,754.75
	001	FIRE ENGINEER	IAFF	109,526.56	58,311.02	51,900.54	110,211.55	219,738.12
	001	FIRE ENGINEER	IAFF	109,526.56	58,311.02	51,900.54	110,211.55	219,738.12
	001	FIRE ENGINEER	IAFF	104,345.30	55,552.59	46,401.13	101,953.72	206,299.02
	001	FIRE ENGINEER	IAFF	114,707.83	61,069.44	39,155.31	100,224.75	214,932.58
	001	FIRE ENGINEER	IAFF	114,707.83	61,069.44	39,155.31	100,224.75	214,932.58
	001	FIRE ENGINEER	IAFF	120,789.09	63,827.87	55,154.68	118,982.55	239,771.64
	001	FIRE ENGINEER	IAFF	109,526.56	58,311.02	37,639.27	95,950.29	205,476.85
	001	FIRE ENGINEER	IAFF	114,707.83	61,069.44	53,416.58	114,486.02	229,193.84
	001	FIRE ENGINEER	IAFF	104,345.30	55,552.59	46,401.13	101,953.72	206,299.02
	001	FIRE ENGINEER	IAFF	119,889.09	63,827.87	40,671.35	104,499.22	224,388.30
	001	FIRE ENGINEER	IAFF	93,219.07	51,679.54	42,391.22	94,070.76	187,289.83
	001	FIRE ENGINEER	IAFF	113,153.45	60,241.52	48,978.39	109,219.91	222,373.36
	001	FIRE ENGINEER	IAFF	113,153.45	60,241.52	52,961.77	113,203.28	226,356.73
	001	FIRE ENGINEER	IAFF	113,153.45	60,241.52	42,339.42	102,580.93	215,734.38
	003	FIREFIGHTER	IAFF	105,299.45	56,060.55	40,041.34	96,101.89	201,401.34
	001	FIREFIGHTER	IAFF	100,319.69	57,823.26	38,584.26	96,407.52	196,727.20
	001	FIREFIGHTER	IAFF	100,319.69	57,823.26	49,206.61	107,029.87	207,349.55
	003	FIREFIGHTER	IAFF	101,225.13	58,345.15	49,471.54	107,816.69	209,041.83
	001	FIREFIGHTER	IAFF	100,094.49	57,693.46	49,087.62	106,781.08	206,875.57

**City of Vallejo**  
**Authorized Positions Salary and Benefits Listing by Department**  
**FY 15-16 Proposed Budget**

Note: Excludes acting pays, differential pays, standby pays, non-safety overtime and other labor costs that are budgeted as a lumpsum amount and not allocated to specific positions.

**Employer - Paid Benefits**

Department / Description	Fund	Position Title	Group	Total Salaries	Employer - Paid Benefits			Total Salaries and Benefits
					PERS Retirement	Other	Total	
001		FIREFIGHTER	IAFF	105,300.23	56,061.00	40,041.56	96,102.57	201,402.80
003		FIREFIGHTER	IAFF	105,299.45	56,060.55	40,041.34	96,101.89	201,401.34
003		FIREFIGHTER	IAFF	105,299.45	56,060.55	36,402.42	92,462.97	197,782.42
001		FIREFIGHTER	IAFF	100,094.49	55,491.46	49,165.82	104,657.28	204,751.77
003		FIREFIGHTER	IAFF	105,299.45	56,060.55	50,663.69	106,724.24	212,023.69
001		FIREFIGHTER	IAFF	100,319.69	57,823.26	38,584.26	96,407.52	196,727.20
003		FIREFIGHTER	IAFF	105,299.45	56,060.55	40,041.34	96,101.89	201,401.34
003		FIREFIGHTER	IAFF	105,299.45	56,060.55	40,041.34	96,101.89	201,401.34
001		FIREFIGHTER	IAFF	105,300.23	56,061.00	50,663.91	106,724.92	212,025.15
003		FIREFIGHTER	IAFF	105,300.23	56,061.00	50,663.91	106,724.92	212,025.15
001		FIREFIGHTER	IAFF	100,319.69	57,823.26	34,945.34	92,768.60	193,088.29
001		FIREFIGHTER	IAFF	100,094.49	57,693.46	38,518.36	96,211.83	196,306.32
001		FIREFIGHTER	IAFF	100,319.69	57,823.26	38,584.26	96,407.52	196,727.20
003		FIREFIGHTER	IAFF	105,299.45	56,060.55	40,041.34	96,101.89	201,401.34
001		FIREFIGHTER	IAFF	100,094.49	57,693.46	34,879.45	92,572.91	192,667.40
001		FIREFIGHTER	IAFF	100,319.69	57,823.26	45,242.55	103,065.81	203,385.49
001		FIREFIGHTER	IAFF	100,319.69	57,823.26	38,584.26	96,407.52	196,727.20
001		FIREFIGHTER	IAFF	100,094.49	57,693.46	49,179.63	106,873.09	206,967.58
001		FIREFIGHTER	IAFF	100,319.69	57,823.26	38,584.26	96,407.52	196,727.20
001		FIREFIGHTER	IAFF	100,094.49	57,693.46	49,087.62	106,781.08	206,875.57
001		FIREFIGHTER	IAFF	110,053.88	58,591.96	52,054.83	110,646.79	220,700.67
003		FIREFIGHTER	IAFF	105,299.45	56,060.55	40,050.99	96,111.54	201,410.99
001		FIREFIGHTER	IAFF	100,094.49	57,693.46	49,140.71	106,834.18	206,928.67
001		FIREFIGHTER	IAFF	105,300.23	56,061.00	40,041.56	96,102.57	201,402.80
001		FIREFIGHTER	IAFF	100,094.49	57,693.46	45,157.34	102,850.80	202,945.29
001		FIREFIGHTER	IAFF	105,300.23	56,061.00	40,041.56	96,102.57	201,402.80
001		BATTALION/DIV. CHIEF (TRAINING)	IAFF	158,323.11	84,289.86	66,178.41	150,468.27	308,791.38
001		PARAMEDIC COORDINATOR	IAFF	128,904.68	68,148.62	57,490.39	125,639.00	254,543.69
<b>Fire Prevention</b>								
001		FIRE PREVENTION MANAGER	CAMP	130,243.60	41,414.86	28,928.29	70,343.15	200,586.75
001		FIRE PREV.INSPECTOR NON-SAFETY	IBEW	73,819.20	24,211.22	31,295.41	55,506.63	129,325.83
001		FIRE PREV.INSPECTOR NON-SAFETY	IBEW	66,804.34	21,576.49	23,550.54	45,127.03	111,931.37
001		SECRETARY	IBEW	50,985.38	16,212.18	27,507.27	43,719.46	94,704.84
<b>Police</b>								
<b>Administration, Operations and Investigation</b>								
001		POLICE CHIEF	EXEC	226,957.97	130,816.30	109,113.21	239,929.51	466,887.48
001		POLICE CAPTAIN	VPOA	188,080.78	108,373.30	98,817.50	207,190.80	395,271.58
001		POLICE CAPTAIN	VPOA	170,321.99	98,137.31	84,572.64	182,709.95	353,031.94
001		POLICE LIEUTENANT	VPOA	166,162.97	95,740.09	89,557.22	185,297.31	351,460.28
001		POLICE LIEUTENANT	VPOA	158,990.75	91,608.10	86,552.06	178,158.16	337,148.91
001		POLICE LIEUTENANT	VPOA	158,991.01	91,608.25	86,426.42	178,032.67	337,023.68
001		POLICE LIEUTENANT	VPOA	151,477.13	87,275.32	83,331.81	170,607.13	322,084.26
001		POLICE LIEUTENANT	VPOA	180,425.46	92,433.05	83,174.46	175,607.51	336,032.97
001		POLICE LIEUTENANT	VPOA	166,162.97	95,740.09	78,934.87	174,674.96	340,837.93
001		POLICE LIEUTENANT	VPOA	153,252.98	88,298.80	84,002.11	172,301.01	325,553.99
001		POLICE LIEUTENANT	VPOA	137,505.74	79,222.35	77,449.54	156,671.88	294,177.62
001		POLICE SERGEANT	VPOA	131,304.89	75,648.24	74,829.69	150,477.93	281,782.83
001		POLICE SERGEANT	VPOA	140,637.66	80,508.81	78,726.20	159,235.00	299,872.67
001		POLICE SERGEANT	VPOA	128,895.58	74,259.54	73,811.75	148,071.29	276,966.87
001		POLICE SERGEANT	VPOA	130,702.57	75,301.07	70,591.83	145,892.90	276,595.47
001		POLICE SERGEANT	VPOA	128,590.92	73,565.19	69,614.16	143,179.35	271,770.27
001		POLICE SERGEANT	VPOA	130,100.40	74,953.99	74,320.79	149,274.77	279,375.17
001		POLICE SERGEANT	VPOA	128,895.58	74,259.54	73,811.75	148,071.29	276,966.87
001		POLICE SERGEANT	VPOA	128,895.74	74,259.63	63,189.46	137,449.09	266,344.83
001		POLICE SERGEANT	VPOA	128,895.74	74,259.63	73,711.17	147,970.80	276,866.54
001		POLICE SERGEANT	VPOA	121,122.44	69,779.18	70,527.60	140,306.78	261,429.22
001		POLICE SERGEANT	VPOA	116,761.70	67,265.69	68,685.19	135,950.88	252,712.58
003		POLICE SERGEANT	VPOA	128,895.74	74,259.63	67,713.79	141,973.42	270,869.16
001		POLICE CORPORAL	VPOA	120,505.02	69,423.30	56,005.47	125,428.77	245,933.79
001		POLICE CORPORAL	VPOA	126,953.83	73,140.33	73,030.27	146,170.60	273,124.43
001		POLICE CORPORAL	VPOA	124,804.22	71,901.32	72,108.25	144,009.58	268,813.80
001		POLICE CORPORAL	VPOA	125,879.03	72,520.83	72,537.26	145,058.08	270,937.11
001		POLICE CORPORAL	VPOA	114,056.20	65,706.27	67,542.11	133,248.38	247,304.59
001		POLICE CORPORAL	VPOA	115,131.01	66,325.78	57,373.87	123,699.65	238,830.65
001		POLICE CORPORAL	VPOA	115,131.01	66,325.78	67,996.22	134,322.00	249,453.00
001		POLICE CORPORAL	VPOA	114,056.20	65,706.27	67,542.11	133,248.38	247,304.59
001		POLICE CORPORAL	VPOA	114,056.20	65,706.27	67,542.11	133,248.38	247,304.59

**City of Vallejo**  
**Authorized Positions Salary and Benefits Listing by Department**  
**FY 15-16 Proposed Budget**

Note: Excludes acting pays, differential pays, standby pays, non-safety overtime and other labor costs that are budgeted as a lumpsum amount and not allocated to specific positions.

Department / Description	Fund	Position Title	Group	Total Salaries	Employer - Paid Benefits			Total Salaries and Benefits
					PERS Retirement	Other	Total	
001		POLICE CORPORAL	VPOA	114,056.20	65,706.27	61,628.44	127,334.71	241,390.91
003		POLICE CORPORAL	VPOA	114,056.20	65,706.27	61,628.44	127,334.71	241,390.91
001		POLICE OFFICER	VPOA	111,088.55	63,476.99	66,202.77	129,679.77	240,768.31
001		POLICE OFFICER	VPOA	107,572.85	61,450.58	54,095.05	115,545.64	223,118.49
001		POLICE OFFICER	VPOA	97,767.45	55,798.85	60,574.62	116,373.46	214,140.91
001		POLICE OFFICER	VPOA	101,650.45	58,555.72	61,022.19	119,577.91	221,228.36
001		POLICE OFFICER	VPOA	112,595.27	64,345.45	66,839.37	131,184.82	243,760.09
003		POLICE OFFICER	VPOA	96,650.66	55,673.89	58,971.88	114,645.76	211,296.42
003		POLICE OFFICER	VPOA	101,650.45	58,555.72	61,022.19	119,577.91	221,228.36
001		POLICE OFFICER	VPOA	106,672.85	61,450.58	64,422.65	125,873.24	232,546.09
001		POLICE OFFICER	VPOA	108,577.33	62,029.56	65,141.79	127,171.35	235,748.68
001		POLICE OFFICER	VPOA	96,867.45	55,798.85	49,667.17	105,466.02	202,333.47
001		POLICE OFFICER	VPOA	109,184.06	62,898.02	65,383.00	128,281.01	237,465.07
001		POLICE OFFICER	VPOA	106,672.85	61,450.58	64,422.65	125,873.24	232,546.09
001		POLICE OFFICER	VPOA	107,572.87	61,450.59	54,104.72	115,555.31	223,128.19
001		POLICE OFFICER	VPOA	101,650.45	58,555.72	51,678.33	110,234.05	211,884.50
001		POLICE OFFICER	VPOA	107,677.33	62,029.56	60,888.38	122,917.94	230,595.27
001		POLICE OFFICER	VPOA	96,650.66	55,673.89	49,565.92	105,239.80	201,890.46
003		POLICE OFFICER	VPOA	92,105.46	53,054.08	42,846.74	95,900.82	188,006.28
001		POLICE OFFICER	VPOA	106,672.85	61,450.58	64,461.57	125,912.15	232,585.00
003		POLICE OFFICER	VPOA	101,650.45	58,555.72	57,038.81	115,594.53	217,244.99
001		POLICE OFFICER	VPOA	96,867.45	55,798.85	48,440.89	104,239.74	201,107.19
003		POLICE OFFICER	VPOA	101,650.45	58,555.72	50,409.49	108,965.21	210,615.67
001		POLICE OFFICER	VPOA	111,695.27	64,345.45	66,544.62	130,890.07	242,585.34
003		POLICE OFFICER	VPOA	92,105.46	53,054.08	46,485.65	99,539.74	191,645.20
001		POLICE OFFICER	VPOA	101,650.45	58,555.72	61,022.19	119,577.91	221,228.36
003		POLICE OFFICER	VPOA	102,550.45	58,555.72	50,698.92	109,254.64	211,805.10
001		POLICE OFFICER	VPOA	105,563.88	60,292.63	63,767.96	124,060.59	229,624.47
001		POLICE OFFICER	VPOA	104,663.88	60,292.63	49,312.58	109,605.21	214,269.09
001		POLICE OFFICER	VPOA	106,672.85	61,450.58	64,422.65	125,873.24	232,546.09
001		POLICE OFFICER	VPOA	92,105.46	53,054.08	46,485.65	99,539.74	191,645.20
003		POLICE OFFICER	VPOA	101,650.45	58,555.72	57,058.13	115,613.85	217,264.30
003		POLICE OFFICER	VPOA	102,550.45	58,555.72	61,316.94	119,872.66	222,423.11
001		POLICE OFFICER	VPOA	105,563.88	60,292.63	63,868.60	124,161.23	229,725.11
001		POLICE OFFICER	VPOA	97,767.45	55,798.85	48,733.19	104,532.03	202,299.48
003		POLICE OFFICER	VPOA	102,550.45	58,555.72	47,055.67	105,611.39	208,161.84
001		POLICE OFFICER	VPOA	107,677.33	62,029.56	64,847.04	126,876.60	234,553.93
001		POLICE OFFICER	VPOA	107,677.33	62,029.56	54,224.69	116,254.25	223,931.58
003		POLICE OFFICER	VPOA	101,650.45	58,555.72	61,022.19	119,577.91	221,228.36
001		POLICE OFFICER	VPOA	116,717.89	67,240.33	68,602.65	135,842.98	252,560.68
003		POLICE OFFICER	VPOA	101,650.45	58,555.72	50,399.84	108,955.56	210,608.01
003		POLICE OFFICER	VPOA	101,650.45	58,555.72	61,022.19	119,577.91	221,228.36
001		POLICE OFFICER	VPOA	111,695.27	64,345.45	66,569.72	130,915.18	242,610.45
003		POLICE OFFICER	VPOA	101,650.45	58,555.72	50,399.84	108,955.56	210,608.01
001		POLICE OFFICER	VPOA	101,650.45	58,555.72	50,399.84	108,955.56	210,608.01
003		POLICE OFFICER	VPOA	92,105.46	53,054.08	57,108.00	110,182.09	202,267.55
001		POLICE OFFICER	VPOA	96,867.45	55,798.85	49,657.52	105,456.36	202,323.81
001		POLICE OFFICER	VPOA	111,695.27	64,345.45	52,283.35	116,628.81	228,324.08
001		POLICE OFFICER	VPOA	116,717.89	67,240.33	68,666.59	135,906.92	252,824.61
001		POLICE OFFICER	VPOA	109,581.82	62,608.53	54,950.96	117,559.49	227,141.31
001		POLICE OFFICER	VPOA	104,663.88	60,292.63	52,951.50	113,244.13	217,908.01
001		POLICE OFFICER	VPOA	117,722.18	67,819.30	65,132.32	132,951.62	250,673.80
003		POLICE OFFICER	VPOA	102,550.45	58,555.72	51,973.08	110,528.80	213,079.25
001		POLICE OFFICER	VPOA	107,572.85	61,450.58	50,456.14	111,906.72	219,479.57
001		POLICE OFFICER	VPOA	102,550.45	58,555.72	57,299.35	115,855.07	218,405.52
001		POLICE OFFICER	VPOA	102,550.43	58,555.71	62,595.42	121,151.13	223,701.56
001		POLICE OFFICER	VPOA	102,550.45	58,555.72	50,694.59	109,250.31	211,800.76
001		POLICE OFFICER	VPOA	106,672.85	61,450.58	53,800.30	115,250.89	221,923.74
001		POLICE OFFICER	VPOA	102,654.91	59,134.68	58,741.69	117,876.37	220,531.28
001		POLICE OFFICER	VPOA	106,672.85	61,450.58	64,422.65	125,873.24	232,546.09
001		POLICE OFFICER	VPOA	102,550.45	58,555.72	61,316.94	119,872.66	222,423.11
001		POLICE OFFICER	VPOA	101,650.45	58,555.72	61,022.19	119,577.91	221,228.36
001		POLICE OFFICER	VPOA	97,767.45	55,798.85	49,952.27	105,751.11	203,518.56
001		POLICE OFFICER	VPOA	101,650.43	58,555.71	62,300.67	120,856.38	222,506.81
001		POLICE OFFICER	VPOA	106,672.85	61,450.58	64,447.76	125,898.34	232,571.19
003		POLICE OFFICER	VPOA	92,105.46	53,054.08	58,267.92	111,322.01	203,427.47
001		POLICE OFFICER	VPOA	109,184.06	62,898.02	65,483.64	128,381.65	237,565.71
001		POLICE OFFICER	VPOA	101,650.43	58,555.71	51,678.32	110,234.03	211,884.46
001		POLICE OFFICER	VPOA	105,668.37	60,871.61	63,998.26	124,869.86	230,538.23

**City of Vallejo**  
**Authorized Positions Salary and Benefits Listing by Department**  
**FY 15-16 Proposed Budget**

Note: Excludes acting pays, differential pays, standby pays, non-safety overtime and other labor costs that are budgeted as a lumpsum amount and not allocated to specific positions.

Department / Description	Fund	Position Title	Group	Total Salaries	Employer - Paid Benefits			Total Salaries and Benefits
					PERS Retirement	Other	Total	
001		POLICE OFFICER	VPOA	108,681.82	62,608.53	61,210.65	123,819.18	232,501.00
003		POLICE OFFICER	VPOA	102,550.45	58,555.72	47,055.67	105,611.39	208,161.84
001		POLICE OFFICER	VPOA	107,572.85	61,450.58	54,095.05	115,545.64	223,118.49
001		POLICE OFFICER	VPOA	96,867.45	55,798.85	49,657.52	105,456.36	202,323.81
001		POLICE OFFICER	VPOA	106,672.85	61,450.58	50,161.39	111,611.97	218,284.82
001		POLICE OFFICER	VPOA	96,867.45	55,798.85	44,799.52	100,598.37	197,465.82
001		POLICE OFFICER	VPOA	107,572.85	61,450.58	64,616.76	126,067.34	233,640.20
001		POLICE OFFICER	VPOA	101,650.43	58,555.71	62,325.78	120,881.48	222,531.91
001		POLICE OFFICER	VPOA	92,105.46	53,054.08	52,626.93	105,681.01	197,786.47
001		POLICE OFFICER	VPOA	92,105.46	53,054.08	52,626.93	105,681.01	197,786.47
001		POLICE OFFICER	VPOA	92,105.46	53,054.08	52,626.93	105,681.01	197,786.47
001		POLICE OFFICER	VPOA	92,105.46	53,054.08	52,626.93	105,681.01	197,786.47
003		POLICE OFFICER	VPOA	101,650.45	58,555.72	56,541.11	115,096.83	216,747.28
003		POLICE OFFICER	VPOA	101,650.45	58,555.72	56,541.11	115,096.83	216,747.28
001		COMMUNICATIONS MANAGER	CAMP	105,157.53	33,151.81	25,542.19	58,694.00	163,851.53
001		ADMINISTRATIVE ANALYST I/II	CAMP	85,552.84	27,204.09	22,330.94	49,535.03	135,087.87
001		ADMINISTRATIVE ANALYST III	CAMP	89,787.00	28,550.47	23,015.61	51,566.08	141,353.08
001		COMMUNICATIONS SUPERVISOR	IBEW	77,315.54	24,298.77	21,946.14	46,244.91	123,560.45
001		COMMUNICATIONS SUPERVISOR	IBEW	81,115.11	25,506.95	22,627.43	48,134.38	129,249.49
001		COMMUNICATIONS SUPERVISOR	IBEW	81,115.11	25,506.95	32,444.24	57,951.19	139,066.30
001		COMMUNICATIONS SUPERVISOR	IBEW	81,115.11	25,506.95	22,576.48	48,083.44	129,198.55
001		COMMUNICATIONS OPERATOR I/II	IBEW	69,222.78	22,011.69	30,532.86	52,544.55	121,767.33
001		COMMUNICATIONS OPERATOR I/II	IBEW	69,222.78	22,011.69	14,164.06	36,175.75	105,398.53
001		COMMUNICATIONS OPERATOR I/II	IBEW	69,222.78	22,011.69	20,665.11	42,676.79	111,899.57
001		COMMUNICATIONS OPERATOR I/II	IBEW	69,222.78	22,011.69	14,164.06	36,175.75	105,398.53
001		COMMUNICATIONS OPERATOR I/II	IBEW	65,798.23	20,922.50	26,064.07	46,986.58	112,784.81
001		COMMUNICATIONS OPERATOR I/II	IBEW	69,222.78	22,011.69	30,532.86	52,544.55	121,767.33
001		COMMUNICATIONS OPERATOR I/II	IBEW	69,222.78	22,011.69	20,460.88	42,472.57	111,695.35
001		COMMUNICATIONS OPERATOR I/II	IBEW	69,222.78	22,011.69	20,460.88	42,472.57	111,695.35
001		COMMUNICATIONS OPERATOR I/II	IBEW	46,728.71	15,092.08	20,219.99	35,312.07	82,040.78
001		COMMUNICATIONS OPERATOR I/II	IBEW	62,684.83	20,246.37	22,867.11	43,113.48	105,798.31
001		COMMUNICATIONS OPERATOR I/II	IBEW	62,684.83	20,246.37	22,867.11	43,113.48	105,798.31
001		COMMUNICATIONS OPERATOR I/II	IBEW	62,684.83	20,246.37	22,867.11	43,113.48	105,798.31
001		COMMUNICATIONS OPERATOR I/II	IBEW	62,684.83	20,246.37	22,867.11	43,113.48	105,798.31
001		COMMUNICATIONS OPERATOR I/II	IBEW	62,684.83	20,246.37	22,867.11	43,113.48	105,798.31
003		COMMUNICATIONS OPERATOR I/II	IBEW	46,728.71	15,326.08	16,933.34	32,259.42	78,988.13
003		COMMUNICATIONS OPERATOR I/II	IBEW	46,728.71	15,326.08	10,432.29	25,758.37	72,487.09
001		EXECUTIVE SECRETARY	CAMP	77,378.31	24,604.76	27,510.22	52,114.98	129,493.29
001		SR POLICE ASSISTANT	IBEW	66,698.23	20,922.50	26,151.82	47,074.33	113,772.56
001		POLICE ASSISTANT	IBEW	62,752.49	19,953.56	25,558.79	45,512.35	108,264.84
001		POLICE ASSISTANT	IBEW	62,752.49	20,581.56	29,459.44	50,041.00	112,793.49
001		POLICE ASSISTANT	IBEW	59,784.59	19,010.15	19,099.31	38,109.46	97,894.06
001		POLICE CLERK	IBEW	50,337.28	16,006.62	27,399.75	43,406.38	93,743.66
001		POLICE CLERK	IBEW	47,960.43	15,730.06	27,005.44	42,735.50	90,695.92
001		POLICE CLERK	IBEW	47,852.51	15,694.67	26,987.53	42,682.20	90,534.71
001		POLICE CLERK	IBEW	50,337.53	16,006.70	17,532.04	33,538.75	83,876.27
001		POLICE CLERK	IBEW	50,337.28	16,006.62	17,532.00	33,538.62	83,875.90
001		POLICE CLERK	IBEW	50,337.53	16,006.70	17,532.04	33,538.75	83,876.27
001		POLICE CLERK	IBEW	47,852.51	15,694.67	17,119.77	32,814.44	80,666.95
001		POLICE CLERK	IBEW	50,337.28	16,006.62	17,532.00	33,538.62	83,875.90
001		POLICE RECORDS SUPERVISOR	IBEW	63,652.49	19,953.56	25,646.54	45,600.10	109,252.59
<b>Code Enforcement</b>								
001		POLICE LIEUTENANT	VPOA	143,998.39	82,963.50	73,906.25	156,869.74	300,868.14
001		SR. CODE ENFORCEMENT OFFICER	IBEW	88,662.51	27,906.35	33,696.35	61,602.70	150,265.20
003		CODE ENFORCEMENT OFFICER	IBEW	67,771.79	21,263.61	28,355.86	47,619.47	115,391.26
003		CODE ENFORCEMENT OFFICER	IBEW	60,517.14	19,545.41	22,507.49	42,052.90	102,570.04
001		CODE ENFORCEMENT OFFICER	IBEW	64,587.18	20,251.12	19,834.50	40,085.62	104,672.80
001		ADMINISTRATIVE CLERK III	IBEW	38,868.00	12,747.93	9,128.20	21,876.13	60,744.13
001		SECRETARY	IBEW	48,557.31	15,439.83	10,735.65	26,175.48	74,732.80
<b>Public Works Administration</b>								
001		PUBLIC WORKS DIRECTOR	EXEC	174,863.48	55,603.09	44,746.36	100,349.45	275,212.93
001		EXECUTIVE SECRETARY	CAMP	73,772.87	23,458.30	26,927.22	50,385.52	124,158.39
001		PW ADMINISTRATIVE MANAGER	CAMP	117,983.25	37,516.31	27,673.89	65,190.20	183,173.45
001		ADMINISTRATIVE ANALYST I	CAMP	81,294.11	25,849.90	21,534.57	47,384.47	128,678.58
<b>Engineering</b>								

**City of Vallejo**  
**Authorized Positions Salary and Benefits Listing by Department**  
**FY 15-16 Proposed Budget**

Note: Excludes acting pays, differential pays, standby pays, non-safety overtime and other labor costs that are budgeted as a lumpsum amount and not allocated to specific positions.

**Employer - Paid Benefits**

Department / Description	Fund	Position Title	Group	Total Salaries	PERS			Total Salaries and Benefits
					Retirement	Other	Total	
	001	ASST. PW DIRECTOR/CITY ENGR.	CAMP	171,846.71	54,357.63	43,606.31	97,963.94	269,810.65
	001	ADMINISTRATIVE ANALYST II	CAMP	89,787.00	28,999.40	25,240.16	54,239.56	144,026.56
	001	SR. CIVIL ENGINEER	IBEW	99,303.20	31,576.46	35,523.21	67,099.67	166,402.88
	001	SR. CIVIL ENGINEER	IBEW	99,303.57	31,576.58	35,523.26	67,099.85	166,403.42
	001	SR. CIVIL ENGINEER	IBEW	89,867.15	29,025.63	27,376.66	56,402.29	146,269.44
	001	ASSOC ENG/ASSOC CIVIL ENG	IBEW	90,852.72	28,602.69	24,191.95	52,794.65	143,647.37
	001	ASSOC ENG/ASSOC CIVIL ENG	IBEW	90,852.72	28,602.69	34,059.71	62,662.41	153,515.13
	001	ASSOC ENG/ASSOC CIVIL ENG	IBEW	90,852.72	28,602.69	24,191.95	52,794.65	143,647.37
	001	ASSOC ENG/ASSOC CIVIL ENG	IBEW	86,522.41	27,512.62	17,034.07	44,546.69	131,069.09
	001	ASSOC ENG/ASSOC CIVIL ENG	IBEW	81,404.75	26,292.13	25,972.75	52,264.88	133,669.63
	001	ASSOC ENG/ASSOC CIVIL ENG	IBEW	81,404.75	26,292.13	25,972.75	52,264.88	133,669.63
	001	ASST ENG/ASST CIVIL ENG/SR ENG TECH	IBEW	78,455.92	24,660.79	22,135.32	46,796.11	125,252.03
	001	ASST ENG/ASST CIVIL ENG/SR ENG TECH	IBEW	74,719.20	24,211.22	15,014.35	39,225.57	113,944.77
	001	ASST ENG/ASST CIVIL ENG/SR ENG TECH	IBEW	73,746.59	23,818.40	24,702.26	48,520.66	122,267.25
	001	ENGINEERING TECHNICIAN II	IBEW	73,819.20	23,473.22	27,394.75	50,867.97	124,687.17
	001	ENGINEERING TECHNICIAN II	IBEW	74,719.20	23,473.22	27,482.50	50,955.72	125,674.92
	001	ENGINEERING TECHNICIAN II	IBEW	73,819.20	23,473.22	31,295.41	54,768.63	128,587.83
	001	ENGINEERING TECHNICIAN II	IBEW	74,719.20	23,473.22	31,383.16	54,856.38	129,575.58
	001	ENGINEERING TECHNICIAN II	IBEW	66,804.34	21,576.49	23,550.54	45,127.03	111,931.37
	001	SECRETARY	IBEW	46,140.49	14,902.16	20,122.41	35,024.56	81,165.05
Recycling	001	ADMINISTRATIVE ANALYST II	CAMP	100,115.23	31,548.46	24,627.90	56,176.36	156,291.59
Maintenance	001	ASST. PW DIRECTOR - MAINTENANCE	CAMP	140,136.04	44,560.46	29,914.57	74,475.03	214,611.07
	001	ASSISTANT MAINTENANCE SUPT.	CAMP	120,720.63	38,386.74	37,888.36	76,275.10	196,995.73
	001	ASSISTANT MAINTENANCE SUPT.	CAMP	109,614.97	34,855.37	36,623.54	71,478.91	181,093.88
	001	BUILDING SUPERVISOR	IBEW	70,263.02	22,341.87	30,705.43	53,047.30	123,310.32
	001	PUBLIC WORKS SUPERVISOR	IBEW	67,816.89	21,278.40	13,869.26	35,147.66	102,964.55
	001	PUBLIC WORKS SUPERVISOR	IBEW	70,263.02	22,341.87	14,336.63	36,678.50	106,941.52
	001	PUBLIC WORKS SUPERVISOR	IBEW	70,263.02	22,341.87	30,705.43	53,047.30	123,310.32
	001	SR. PW MAINTENANCE WORKER	IBEW	59,101.54	18,793.12	33,288.57	52,081.69	111,183.23
	001	SR. PW MAINTENANCE WORKER	IBEW	60,001.54	18,793.12	43,461.88	62,255.00	122,256.54
	001	SR. PW MAINTENANCE WORKER	IBEW	59,101.54	18,793.12	39,255.67	58,048.80	117,150.34
	001	SR. PW MAINTENANCE WORKER	IBEW	49,671.11	16,043.13	32,728.54	48,771.67	98,442.78
	001	SR. PW MAINTENANCE WORKER	IBEW	49,671.11	16,043.13	32,728.54	48,771.67	98,442.78
	001	PW MAINTENANCE WORKER I/II/A	IBEW	45,008.39	14,761.85	27,539.97	42,301.82	87,310.22
	001	PW MAINTENANCE WORKER I/II/A	IBEW	43,905.58	14,400.15	30,376.79	44,776.94	88,682.51
	001	PW MAINTENANCE WORKER I/II/A	IBEW	50,887.41	16,690.05	39,805.78	56,495.83	107,383.24
	001	PW MAINTENANCE WORKER I/II/A	IBEW	43,905.58	14,400.15	30,376.79	44,776.94	88,682.51
	001	PW MAINTENANCE WORKER I/II/A	IBEW	55,786.76	17,452.76	37,842.01	55,294.77	111,081.52
	001	PW MAINTENANCE WORKER I/II/A	IBEW	54,886.83	17,452.78	40,906.18	58,358.96	113,245.79
	001	PW MAINTENANCE WORKER I/II/A	IBEW	46,100.68	15,120.10	31,272.17	46,392.27	92,492.95
	001	PW MAINTENANCE WORKER I/II/A	IBEW	50,634.26	15,814.84	29,773.20	45,588.04	96,222.30
	001	PW MAINTENANCE WORKER I/II/A	IBEW	44,805.58	14,400.15	30,682.34	45,082.49	89,888.06
	001	PW MAINTENANCE WORKER I/II/A	IBEW	46,205.58	14,692.50	28,028.30	42,720.81	88,926.38
	001	PW MAINTENANCE WORKER I/II/A	IBEW	51,902.95	16,217.95	23,789.66	40,007.61	91,910.56
	001	PW MAINTENANCE WORKER I/II/A	IBEW	46,205.58	14,692.50	33,995.41	48,687.91	94,893.49
	001	PW MAINTENANCE WORKER I/II/A	IBEW	45,008.39	14,761.85	37,407.73	52,169.58	97,177.97
	001	PW MAINTENANCE WORKER I/II/A	IBEW	47,105.58	15,154.50	21,832.81	36,987.31	84,092.89
	001	PW MAINTENANCE WORKER I/II/A	IBEW	54,886.83	17,452.78	31,569.39	49,022.17	103,909.00
	001	PW MAINTENANCE WORKER I/II/A	IBEW	43,905.58	14,400.15	30,376.79	44,776.94	88,682.51
	001	PW MAINTENANCE WORKER I/II/A	IBEW	49,416.03	15,427.29	29,276.29	44,703.57	94,119.60
	001	PW MAINTENANCE WORKER I/II/A	IBEW	54,886.76	17,452.76	31,569.36	49,022.11	103,908.87
	001	BUILDING MAINTENANCE WORKER II	IBEW	59,101.54	18,793.12	43,156.33	61,949.45	121,050.99
	001	BUILDING MAINTENANCE WORKER II	IBEW	59,101.00	19,383.95	26,787.30	46,171.24	105,272.25
	001	BUILDING MAINTENANCE WORKER II	IBEW	59,101.54	18,793.12	43,156.33	61,949.45	121,050.99
	001	BUILDING MAINTENANCE WORKER II	IBEW	59,101.00	18,792.95	43,156.10	61,949.05	121,050.05
	001	HEAVY EQUIPMENT OPERATOR	IBEW	58,598.22	18,348.86	26,520.65	44,867.52	103,465.74
	001	HEAVY EQUIPMENT OPERATOR	IBEW	60,582.91	19,263.98	33,892.82	53,156.80	113,739.71
	001	ELECTRICIAN/TRAFFIC & LIGHTING TECH II	IBEW	68,550.98	21,797.35	47,010.75	68,808.10	137,359.08
	001	ELECTRICIAN/TRAFFIC & LIGHTING TECH II	IBEW	62,038.60	20,038.76	37,772.43	57,809.20	119,845.80
	001	ELECTRICIAN/TRAFFIC & LIGHTING TECH II	IBEW	68,550.98	21,797.35	43,110.10	64,907.45	133,458.43
	001	ELECTRICIAN/TRAFFIC & LIGHTING TECH II	IBEW	62,038.60	20,038.76	37,772.43	57,809.20	119,845.80
	001	SECRETARY	IBEW	50,985.26	16,212.15	17,639.50	33,851.64	84,836.90
	001	LANDSCAPE INSPECTOR	IBEW	64,486.04	20,218.95	29,405.36	49,624.31	114,110.35
	001	ACCOUNTING CLERK II	IBEW	49,734.26	15,814.84	23,399.07	39,213.91	88,948.17
	001	ACCOUNTING CLERK II	IBEW	45,008.39	14,761.85	19,934.60	34,696.45	79,704.84

**City of Vallejo**  
**Authorized Positions Salary and Benefits Listing by Department**  
**FY 15-16 Proposed Budget**

Note: Excludes acting pays, differential pays, standby pays, non-safety overtime and other labor costs that are budgeted as a lumpsum amount and not allocated to specific positions.

Department / Description	Fund	Position Title	Group	Total Salaries	Employer - Paid Benefits			Total Salaries and Benefits
					PERS Retirement	Other	Total	
	001	ADMINISTRATIVE ANALYST II	CAMP	90,687.00	28,550.47	33,505.11	62,055.58	152,742.58
	001	ADMINISTRATIVE CLERK I/II	IBEW	38,868.00	12,747.93	18,915.90	31,663.83	70,531.82
<b>Mare Island Community Facilities District</b>								
	112	BRIDGE OPERATOR	IBEW	49,915.28	15,872.21	39,409.25	55,281.46	105,196.74
	112	BRIDGE OPERATOR	IBEW	49,915.28	15,872.21	29,541.49	45,413.70	95,328.98
<b>Water</b>								
<b>Admin / Engineering</b>								
	401	ASSISTANT PW DIRECTOR - WATER	CAMP	162,804.20	51,768.48	28,924.85	80,693.33	243,497.53
	401	WATER ENGINEERING MANAGER	CAMP	133,393.07	43,083.29	30,714.26	73,797.55	207,190.62
	401	ADMINISTRATIVE ANALYST II	CAMP	99,215.23	31,548.46	24,839.10	56,187.56	155,402.79
	401	ADMINISTRATIVE ANALYST II	CAMP	108,912.96	34,632.14	32,609.37	67,241.51	176,154.47
	401	SR. CIVIL ENGINEER	IBEW	99,303.57	31,576.58	35,185.94	66,762.53	166,066.10
	401	ASSISTANT ENGINEER	IBEW	70,186.01	22,668.61	24,111.56	46,780.17	116,966.17
	401	ASSOCIATE CIVIL ENGINEER	IBEW	89,952.63	28,602.66	24,104.19	52,706.85	142,659.48
	401	ASSOCIATE CIVIL ENGINEER	IBEW	85,622.41	27,226.44	33,253.56	60,480.00	146,102.40
	401	ASSOCIATE CIVIL ENGINEER	IBEW	81,404.75	26,292.13	25,972.75	52,264.88	133,669.63
	401	ENGINEERING TECHNICIAN II	IBEW	71,204.05	22,355.32	20,932.24	43,287.57	114,491.62
	401	ENGINEERING TECHNICIAN II	IBEW	66,804.34	21,576.49	23,550.54	45,127.03	111,931.37
	401	ACCOUNTING CLERK II	IBEW	47,365.94	15,535.08	26,906.81	42,441.89	89,807.83
	401	SR. ADMINISTRATIVE CLERK	IBEW	48,515.79	15,427.21	10,728.77	26,155.98	74,671.77
<b>Source Operations</b>								
	401	RESERVOIR KEEPER I/II	IBEW	60,582.91	19,263.98	22,518.40	41,782.39	102,365.30
	401	RESERVOIR KEEPER I/II	IBEW	60,582.91	19,263.98	12,730.70	31,994.69	92,577.60
<b>Pumping &amp; Treatment Maintenance</b>								
	401	UTILITY MECHANIC I/II	IBEW	68,550.98	21,797.35	30,421.41	52,218.76	120,769.74
	401	UTILITY MECHANIC I/II	IBEW	68,551.39	21,797.49	30,421.48	52,218.97	120,770.36
	401	UTILITY MECHANIC I/II	IBEW	68,551.39	21,797.49	30,421.48	52,218.97	120,770.36
	401	UTILITY MECHANIC I/II	IBEW	68,550.98	21,797.35	26,520.76	48,318.11	116,869.09
	401	UTILITY MECHANIC I/II	IBEW	62,096.94	19,745.55	44,378.15	64,123.70	126,220.64
	401	SR. UTILITY MECHANIC	IBEW	77,555.92	24,660.79	31,915.33	56,576.12	134,132.04
	401	WATER FACILITIES SUPERINTENDENT	CAMP	120,932.88	38,454.24	36,010.81	74,465.05	195,397.93
	401	SR. INSTRUMENT TECHNICIAN	IBEW	81,490.86	25,912.37	52,288.93	78,201.30	159,692.16
	401	INSTRUMENT TECHNICIAN I/II	IBEW	65,242.11	20,746.11	29,292.25	50,038.36	115,280.47
	401	INSTRUMENT TECHNICIAN I/II	IBEW	65,180.08	21,051.76	39,054.65	60,106.42	125,286.50
	401	INSTRUMENT TECHNICIAN I/II	IBEW	65,180.08	21,051.76	39,054.65	60,106.42	125,286.50
<b>Treatment Operations</b>								
	401	WATER OPERATIONS SUPERINTENDENT	CAMP	109,440.83	35,347.20	28,021.17	63,368.37	172,809.20
	401	WATER QUALITY ANALYST	IBEW	73,819.20	23,473.22	27,394.75	50,867.97	124,687.17
	401	WATER QUALITY ANALYST	IBEW	73,819.20	23,473.22	21,427.65	44,900.87	118,720.07
	401	LABORATORY ANALYST I/II	IBEW	60,476.42	19,835.05	25,181.18	45,016.24	105,492.65
	401	SR. WATER TREATMENT PLANT OPERATOR	IBEW	115,684.34	36,785.15	28,373.08	65,158.23	180,842.57
	401	SR. WATER TREATMENT PLANT OPERATOR	IBEW	115,684.34	36,785.15	34,124.70	70,909.85	186,594.19
	401	SR. WATER TREATMENT PLANT OPERATOR	IBEW	115,684.34	36,785.15	34,340.18	71,125.33	186,809.67
	401	TREATMENT PLANT OPERATOR (I, II, III, IV)	IBEW	99,741.18	31,716.11	35,728.31	67,444.43	167,185.61
	401	TREATMENT PLANT OPERATOR (I, II, III, IV)	IBEW	105,702.00	33,324.96	35,992.24	69,317.20	175,019.20
	401	TREATMENT PLANT OPERATOR (I, II, III, IV)	IBEW	104,802.00	33,324.96	20,066.65	53,391.61	158,193.61
	401	TREATMENT PLANT OPERATOR (I, II, III, IV)	IBEW	99,741.34	31,716.16	29,014.79	60,730.95	160,472.29
	401	TREATMENT PLANT OPERATOR (I, II, III, IV)	IBEW	94,991.93	30,205.45	18,439.16	48,644.61	143,636.54
	401	TREATMENT PLANT OPERATOR (I, II, III, IV)	IBEW	104,802.00	33,324.96	32,126.36	65,451.32	170,253.32
	401	TREATMENT PLANT OPERATOR (I, II, III, IV)	IBEW	99,741.34	31,716.16	31,695.24	63,411.41	163,152.75
	401	TREATMENT PLANT OPERATOR (I, II, III, IV)	IBEW	99,741.34	31,716.16	35,595.89	67,312.06	167,053.40
	401	TREATMENT PLANT OPERATOR (I, II, III, IV)	IBEW	94,776.27	30,136.72	34,772.19	64,908.91	159,685.18
	401	TREATMENT PLANT OPERATOR (I, II, III, IV)	IBEW	90,263.19	28,701.52	27,442.36	56,143.89	146,407.07
	401	TREATMENT PLANT OPERATOR (I, II, III, IV)	IBEW	94,776.27	30,136.72	24,904.43	55,041.15	149,817.42
	401	TREATMENT PLANT OPERATOR (I, II, III, IV)	IBEW	94,991.93	30,205.45	24,940.21	55,145.66	150,137.59
	401	TREATMENT PLANT OPERATOR (I, II, III, IV)	IBEW	99,741.34	31,716.16	25,523.91	57,240.08	156,981.42
	401	TREATMENT PLANT OPERATOR (I, II, III, IV)	IBEW	104,802.00	33,324.96	20,066.65	53,391.61	158,193.61
	401	TREATMENT PLANT OPERATOR (I, II, III, IV)	IBEW	59,362.59	18,875.74	19,029.30	37,905.04	97,267.63
	401	TREATMENT PLANT OPERATOR (I, II, III, IV)	IBEW	90,263.19	29,153.52	27,442.36	56,595.89	146,859.07
	401	TREATMENT PLANT OPERATOR (I, II, III, IV)	IBEW	90,263.19	29,153.52	27,442.36	56,595.89	146,859.07
	401	LABORATORY SUPERVISOR	CAMP	106,872.92	33,983.45	23,718.52	57,701.97	164,574.89
<b>Distribution Maintenance</b>								
	401	WATER DISTRIBUTION SUPERINTENDENT	CAMP	104,158.10	33,640.99	27,273.66	60,914.65	165,072.75

**City of Vallejo**  
**Authorized Positions Salary and Benefits Listing by Department**  
**FY 15-16 Proposed Budget**

**Note:** Excludes acting pays, differential pays, standby pays, non-safety overtime and other labor costs that are budgeted as a lumpsum amount and not allocated to specific positions.

**Employer - Paid Benefits**

Department / Description	Fund	Position Title	Group	Total Salaries	PERS			Total Salaries and Benefits
					Retirement	Other	Total	
401		UTILITY SUPERVISOR	IBEW	70,263.00	22,341.86	31,340.28	53,682.14	123,945.13
401		UTILITY SUPERVISOR	IBEW	70,263.02	22,341.87	37,841.33	60,183.19	130,446.21
401		UTILITY SUPERVISOR	IBEW	63,586.04	20,536.95	38,404.45	58,941.40	122,527.43
401		SR. PIPE MECHANIC	IBEW	65,242.11	20,746.11	45,661.05	66,407.16	131,649.27
401		SR. PIPE MECHANIC	IBEW	65,242.11	20,746.11	41,760.40	62,506.51	127,748.62
401		SR. PIPE MECHANIC	IBEW	59,042.07	19,069.62	36,550.96	55,620.57	114,662.64
401		PIPE MECHANIC I/II	IBEW	59,101.00	18,792.95	43,156.10	61,949.05	121,050.05
401		PIPE MECHANIC I/II	IBEW	59,101.54	18,793.12	43,156.33	61,949.45	121,050.99
401		PIPE MECHANIC I/II	IBEW	54,886.83	17,452.78	31,569.39	49,022.17	103,909.00
401		PIPE MECHANIC I/II	IBEW	59,101.54	18,793.12	43,156.33	61,949.45	121,050.99
401		PIPE MECHANIC I/II	IBEW	54,886.83	17,452.78	41,569.60	59,022.38	113,909.21
401		PIPE MECHANIC I/II	IBEW	54,886.83	17,452.78	41,437.14	58,889.93	113,776.76
401		PIPE MECHANIC I/II	IBEW	53,484.97	17,275.00	34,284.22	51,559.22	105,044.19
401		PIPE MECHANIC I/II	IBEW	53,484.97	17,275.00	34,284.22	51,559.22	105,044.19
401		PIPE MECHANIC I/II	IBEW	53,484.97	17,275.00	34,284.22	51,559.22	105,044.19
401		PIPE MECHANIC I/II	IBEW	53,484.97	17,275.00	34,284.22	51,559.22	105,044.19
401		HEAVY EQUIPMENT OPERATOR	IBEW	60,582.91	19,263.98	27,391.77	46,655.76	107,238.67
401		HEAVY EQUIPMENT OPERATOR	IBEW	60,582.91	19,263.98	43,760.58	63,024.56	123,607.47
401		HEAVY EQUIPMENT OPERATOR	IBEW	60,582.85	19,263.96	33,892.79	53,156.75	113,739.60
401		PW MAINTENANCE WORKER	IBEW	43,905.58	14,400.15	36,957.89	51,358.04	95,263.62
401		PW MAINTENANCE WORKER	IBEW	48,516.03	15,427.29	28,970.74	44,398.02	92,914.05
401		PW MAINTENANCE WORKER	IBEW	45,008.39	14,761.85	21,038.93	35,800.78	80,809.17
401		PW MAINTENANCE WORKER	IBEW	48,516.03	15,427.29	34,937.84	50,365.13	98,881.16
401		PW MAINTENANCE WORKER	IBEW	53,553.14	17,028.36	36,992.48	54,020.84	107,573.98
401		PW MAINTENANCE WORKER	IBEW	49,416.03	15,427.29	29,276.29	44,703.57	94,119.60
401		PW MAINTENANCE WORKER	IBEW	44,805.58	14,180.15	30,682.34	44,862.49	89,668.06
401		PW MAINTENANCE WORKER	IBEW	53,553.14	17,028.36	40,893.13	57,921.49	111,474.63
401		PW MAINTENANCE WORKER	IBEW	54,886.76	17,452.76	31,569.36	49,022.11	103,908.87
401		PW MAINTENANCE WORKER	IBEW	44,805.58	14,400.15	30,682.34	45,082.49	89,888.06
401		PW MAINTENANCE WORKER	IBEW	55,786.83	17,452.78	31,874.94	49,327.72	105,114.55
401		PW MAINTENANCE WORKER	IBEW	54,886.83	17,452.78	25,068.34	42,521.12	97,407.95
401		PW MAINTENANCE WORKER	IBEW	58,552.61	18,331.90	42,870.86	61,202.76	119,755.37
401		PW MAINTENANCE WORKER	IBEW	44,805.58	14,180.15	30,682.34	44,862.49	89,668.06
401		WAREHOUSE SPECIALIST	IBEW	48,464.19	15,895.28	10,720.21	26,615.49	75,079.68
401		WAREHOUSE SPECIALIST	IBEW	53,553.14	17,028.36	24,032.62	41,060.98	94,614.12
401		ENGINEERING TECHNICIAN II	IBEW	73,819.20	23,473.22	31,295.41	54,768.63	128,587.83
401		METER MECHANIC	IBEW	56,253.81	17,887.12	38,094.08	55,981.20	112,235.01
401		METER MECHANIC	IBEW	56,253.81	17,887.12	41,994.73	59,881.85	116,135.66
<b>Marina Maintenance</b>								
415		MARINA MANAGER	CAMP	92,040.49	29,727.24	25,559.02	55,286.26	147,326.75
415		MARINA MAINTENANCE ATTENDANT	IBEW	47,258.64	15,499.89	28,457.84	43,957.73	91,216.37
415		MARINA MAINTENANCE ATTENDANT	IBEW	50,634.26	15,814.84	29,773.20	45,588.04	96,222.30
415		ADMINISTRATIVE CLERK II	IBEW	43,812.32	13,645.38	26,255.71	39,901.09	83,713.42
<b>Corporation Shop</b>								
501		FLEET MANAGER	CAMP	101,705.84	32,340.42	59,957.45	92,297.87	194,003.71
501		SENIOR EQUIPMENT MECHANIC	IBEW	69,450.98	21,797.35	47,316.30	69,113.65	138,564.63
501		EQUIPMENT MECHANIC II	IBEW	60,476.42	19,835.05	43,717.14	63,552.19	124,028.61
501		EQUIPMENT MECHANIC II	IBEW	63,644.88	20,238.25	45,009.55	65,247.79	128,892.67
501		EQUIPMENT MECHANIC II	IBEW	63,644.88	20,238.25	45,009.55	65,247.79	128,892.67
501		EQUIPMENT MECHANIC II	IBEW	63,644.88	20,238.25	45,009.55	65,247.79	128,892.67
501		PARTS SPECIALIST	IBEW	52,252.64	17,137.82	40,362.65	57,500.47	109,753.11
<b>Landscape Maintenance Districts</b>								
161		LANDSCAPE MAINTENANCE MANAGER	CAMP	101,552.79	32,291.75	31,010.80	63,302.55	164,855.34
161		SR. LANDSCAPE INSPECTOR	IBEW	70,186.01	22,317.61	30,692.67	53,010.27	123,196.28
161		LANDSCAPE INSPECTOR	IBEW	67,665.45	21,229.73	30,212.94	51,442.67	119,108.11
161		LANDSCAPE INSPECTOR	IBEW	71,163.00	22,341.86	26,892.53	49,234.39	120,397.38
161		ACCOUNTING CLERK VII	IBEW	47,365.94	15,535.08	17,052.01	32,587.09	79,953.03
<b>Parking Fund</b>								
431		ADMINISTRATIVE ANALYST I	CAMP	79,038.96	25,132.80	31,679.40	56,812.20	135,851.16

**CITY OF VALLEJO**

**CLASSIFICATION SPECIFICATION**

**DEPUTY CITY CLERK**

**DEFINITION**

To perform a wide variety of responsible and complex administrative and supervisory duties in support of the City Clerk's Office; to oversee assigned administrative processes, procedures and programs, to maintain official City records and process City Council actions; and to provide information and assistance to the public regarding the programs and services supported by the City Clerk's office.

**SUPERVISION RECEIVED AND EXERCISED**

Receives general supervision from the City Clerk.

**EXAMPLES OF IMPORTANT RESPONSIBILITIES AND DUTIES** - *Important responsibilities and duties may include, but are not limited to, the following:*

Functions as the City Clerk in his/her absence and performs all statutory and other duties including, Secretary to the City Housing Authority and Redevelopment Agency; attends City Council meetings as required.

Manages the daily functions of the City Clerk Office including supervising and directing the work activities of assigned subordinate staff; prioritizing and coordinating work assignments; reviewing work for accuracy; and, recommending improvements in work flow, procedures and use of equipment and forms; processing of payroll and accounts payable functions and the maintenance of office supplies.

Assists the City Clerk in the administration of municipal elections and state campaign and disclosure laws and administers the City's Conflict of Interest Code in accordance with the City Charter, and ordinances, and state statutes.

Prepares and supervises the City Council agenda packet process; ensures duplication and distribution completed in a timely and accurate manner; reviews reports for completeness; attends meetings of the City Council, various commissions, boards and other committees as required; records minutes at City Council, commission, board, and committee meetings from transcribing machine recordings or transcription notes; prepares minutes in final form.



Supervises the processing of Council actions in the form of resolutions, ordinances, and agreements; provides assistance to various commissions, boards and committees; prepares and supervises the posting of meeting notices, agendas, reports, minutes, etc. in compliance with the Ralph M. Brown Act.

Administers the City's recruitment process for Council appointed boards and commissions. Schedules, receives, opens, logs, and processes City bids in compliance with state law; collects, compiles and analyzes information from various sources on a variety of specialized topics related to programs administered by the City Clerk's office;

Screen office and telephone callers; respond to complaints and requests for information; receive and route mail;

May perform general clerical work including filing, scheduling appointments and meetings, maintaining calendars and schedules of activities, meetings and various events; processing payroll, accounts payable and reimbursement requests; provide administrative/clerical support to various commissions and committees.

Supervises input and maintenance of Council actions, City contracts and agreements into the City's computerized legislative history; organizes and maintains filing systems; maintains records related to specific area of assignment; verifies and reviews materials for completeness and conformance with established regulations and procedures.

Operates a variety of office equipment including a computer; input and retrieve data and text; organize and maintain disc storage and filing.

Supervises public records and information programs and responds to written and verbal inquiries of Council, staff, and public.

Perform related duties and responsibilities as required.

## **QUALIFICATIONS**

### **Knowledge of:**

Principles of supervision, training, and performance evaluation.

Basic methods of research, program analysis and report preparation and writing.

English usage, spelling, grammar and punctuation.

Modern office procedures, methods and computer hardware and software.

Principles and practices of record keeping, records management and retention, organization, and budget preparation and control.

**Ability to:**

Comprehend, analyze, and apply pertinent Federal, State and local laws, codes and regulations.

Manage and coordinate the work of staff.

Select, supervise, train and evaluate staff.

Perform complex administrative work involving the use of independent judgment and personal initiative.

Identify and respond to community and Council issues, concerns, and needs.

Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.

Understand the organization and operation of the City, the City Clerk's Office, and of outside agencies as necessary to assume assigned responsibilities.

Compile and maintain records and filing systems in accordance with industry standards and state law.

Operate and use modern office equipment including a variety of computer hardware and software programs.

Take and transcribe dictation at a speed necessary for successful job performance.

Communicate clearly and concisely, both orally and in writing.

Establish and maintain cooperative working relationships with those contacted in the course of work including City and other government officials and staff, community groups, the general public, and media representatives.

**Experience and Training Guidelines**

*A typical way to obtain the knowledge and abilities would be:*

**Experience:**

Five years of increasingly responsible administrative assistant, office manager, or secretarial experience, which includes a minimum of two years of supervision. Experience in a City Clerk's or other governmental or law office is desirable.

**Training:**

Equivalent to completion of an Associate Arts degree in business or public administration or a related field.

**License or Certification:**

Possession of an appropriate valid driver's license.

Possession of or ability to obtain a California Notary Public license and Certified Municipal Clerk designation.

**Department Head Signature** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Date Adopted by CSC** \_\_\_\_\_

**Revised** \_\_\_\_\_ **New** \_\_\_\_\_

**Class Code** 00101

**Pay Grade** Exempt-0135/Non-exempt 0032

**Bargaining Unit** Exempt=CAMP/Non-exempt=IBEW

**EEOC Category** 02

**RESOLUTION NO. 15-\_\_\_\_\_**

AMENDED EXHIBIT 1 TO ATTACHMENT C OF RESOLUTION NO. 15-067 N.C. ADOPTING FISCAL YEAR 2015-2016 POSITIONS AND SALARIES BY ELIMINATING ONE EXECUTIVE SECRETARY POSITION IN THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS GROUP AND ADDING ONE DEPUTY CITY CLERK POSITION IN THE CONFIDENTIAL, ADMINISTRATIVE, MANAGERIAL AND PROFESSIONAL GROUP AND SETTING THE SALARY RANGE AT RANGE 135 OR \$63,883 TO \$77,652 ANNUALLY IN THE CITY CLERK'S OFFICE.

WHEREAS, since 1996, the City Clerk's office staff has gradually been reduced from seven to three employees and reduced further during bankruptcy from three to two employees to what currently exists today—one City Clerk and one Executive Secretary; and

WHEREAS, the Interim Human Resources Director, the City Clerk and the City Manager have reviewed the staffing needs of the City Clerk's Office and have concluded that a Deputy City Clerk position will provide the additional professional support needed to address the overall needs of the City Clerk's Office; and

WHEREAS, eliminating one approved Executive Secretary position and adding one Deputy City Clerk position will fill this need.

NOW, THEREFORE BE IT RESOLVED, the City Council of the City of Vallejo does hereby amend Exhibit 1 to Attachment C of Resolution No. 15-067 N.C. Adopting Fiscal Year 2015-16 Positions and Salaries, as set forth in Exhibit 1 of this Resolution, which is by this reference incorporated herein.

October 13, 2015

**Deputy City Clerk -- Exempt  
CAMP SALARY RANGE # 135**

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Hourly	30.7133	32.2491	33.8615	35.5546	37.3326
Bi-weekly	2,475.06	2,579.93	2,708.92	2,844.37	2,986.61
Monthly	5,323.64	5,589.84	5,869.33	6,162.80	6,470.98
Annual	63,883.66	67,078.13	70,431.92	73,953.57	77,651.81



**DATE:** October 13, 2015  
**TO:** Mayor and Members of the City Council  
**FROM:** Andrew J. Bidou, Chief of Police  
John Whitney, Captain of Police  
**SUBJECT: AUTHORIZE THE CITY MANAGER TO EXECUTE AN AGREEMENT EFFECTIVE JULY 1, 2015, THROUGH JUNE 30, 2018, WITH SAN MATEO COUNTY FOR FORENSIC LABORATORY AND CRIME SCENE SERVICES FOR AN AMOUNT NOT TO EXCEED \$350,000**

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**RECOMMENDATION**

By motion, authorize the City Manager to execute an agreement effective July 1, 2015, through June 30, 2018, with San Mateo County for forensic laboratory and crime scene services, for an amount not to exceed \$350,000.

**REASONS FOR RECOMMENDATION**

Neither the Vallejo Police Department nor Solano County have the facilities, expertise, or equipment necessary for DNA testing, firearm examination, ballistic testing and other specialized evidence analysis required for the numerous criminal investigations reported to the Vallejo Police Department. The San Mateo County Sheriff's Department has a complete Forensic Services Divisions, a state-of-the-art crime laboratory, highly trained criminalists and forensic experts who use the latest techniques in evidence processing and analysis. Accordingly, they are able to respond with a mobile forensic team to process crime scenes as well as analyze evidence in a timely manner.

**BACKGROUND AND DISCUSSION**

The Vallejo Police Department's Investigations Division is tasked with the investigation of complex crimes including homicides, robberies, sexual assaults, officer-involved shootings, and other major incidents. During the past 10 years the City of Vallejo has averaged 17 homicides a year, with a high of 25 in 2013. The Police Department currently has one Corporal and one Police Assistant assigned to the Evidence Section of the Investigations Division handling the processing and evidence collection of all major crime scenes.

The use of the San Mateo County Forensic Laboratory will aid in more complex cases, multiple crime scenes and any incident beyond the capabilities of the Vallejo Police Department Evidence Section. The San Mateo County Forensic Laboratory has forensic capabilities that the Vallejo Police Department is lacking with both qualified personnel and forensic equipment.

Pursuant to Government Code section 51301, the County may contract with the City for the performance of City functions by the appropriate employees of the County. The Vallejo Police Department has utilized services by San Mateo County Forensic Laboratory since 2006. During this time, San Mateo County has processed numerous crime scenes involving serious crimes of varying complexity. These have included but

**Subject: AUTHORIZE THE CITY MANAGER TO EXECUTE AN AGREEMENT EFFECTIVE JULY 1, 2015, THROUGH JUNE 30, 2018, WITH SAN MATEO COUNTY FOR FORENSIC LABORATORY AND CRIME SCENE SERVICES FOR AN AMOUNT NOT TO EXCEED \$350,000**

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were not limited to, homicides, Officer involved shootings scenes, crimes involving grievous bodily injury. The services provided by the San Mateo Forensic Laboratory are not used on a regular basis, but they provide expertise and equipment required to process advanced crime scenes in a timely and efficient manner freeing up the limited resources of the police department.

The current staff of the Vallejo Police Department Evidence Section has the ability to process all of the scenes listed above. However, if faced with the processing of multiple scenes in different locations, staff resources alone would be insufficient. The use of the San Mateo County Forensic Laboratory would be limited to situations as determined by the Sergeant of the Investigations Division or his designee.

**Overview of Services**

Sheriff's Forensic Team will respond, upon request by the City, to:

- City's police officer-involved shootings, or City's law enforcement officers injured or killed in the line of duty.
- Complex crime scenes, requiring the processing of a scene, beyond the resources/training/scope/expertise of the Vallejo Police Department crime scene personnel. To be determined by the Vallejo Police Department Investigations supervisor or his/her designee. This provision may be utilized no more than twice in any 12-month period. And in any event, the County may decline to respond based on its determination that current staff available are insufficient or are otherwise occupied with performing work for the County.
- A San Mateo County Forensic Supervisor will be available to assist the City via telephone 24/7.
- The San Mateo County Forensic Laboratory will assist the City by providing training to the City's staff in the collection and preservation of evidence.
- The San Mateo County Forensic Laboratory will perform the following forensic examinations for City, or seek out a provider at Sheriff's direct costs for the following services:  
Blood pattern interpretations, CODIS entry, Crime scene reconstruction, Distance determination, DOJ/AFIS entry, Fingerprint comparison, Fingerprint processing of evidence, Firearms comparison, Firearms NIBIN entry (no charge), Firearms NIBIN searches, Forensic biology serology screening, Forensic biology DNA typing, Fracture analysis, Gun identification, Gunshot residue physical match, Latent print AFIS searches, Serial number restoration, Shoe/tire impressions, Tool mark comparison, Trace analysis(hair/fibers)
- Each year the San Mateo County Forensic Laboratory Director shall meet with the City's Chief of Police to establish specific service level objectives for the upcoming contract period. The Sheriff's Laboratory Director shall provide the Police Chief with a written report as part of the annual report, containing a summary of activity for the previous period, by October 31 following the end of the contract period.

**FISCAL IMPACT**

The total cost of these services is estimated not to exceed \$350,000 over the 3-year contract period. Pricing

**Subject: AUTHORIZE THE CITY MANAGER TO EXECUTE AN AGREEMENT EFFECTIVE JULY 1, 2015, THROUGH JUNE 30, 2018, WITH SAN MATEO COUNTY FOR FORENSIC LABORATORY AND CRIME SCENE SERVICES FOR AN AMOUNT NOT TO EXCEED \$350,000**  
**Page 3**

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for the contract is fixed for the term of the contract. Funding for the base period of this contract is included in the FY 2015-16 General Fund Police Department Adopted Budget. For the subsequent years, appropriate amounts will be included as part of the annual budget process.

San Mateo County Forensic Laboratory Rates are as follows: For the period of July 1, 2015 to June 30, 2016, City will pay County in advance for 100 hours (\$21,897) of forensic examinations/services based on the hourly rate of \$218.97. For the period of July 1, 2016 to June 30, 2017, City will pay County in advance for 100 hours (\$22,773) of forensic examinations/services based on the FY 2016-17 hourly rate of \$227.73. City will reimburse County for Court testimony at the rate of \$85 per hour, plus travel time. There will be no charge for the first two (2) hours per court appearance.

**ENVIRONMENTAL REVIEW**

This action is exempt from the California Environmental Quality Act (CEQA) because it is not a project which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment, pursuant to CEQA Guidelines section 15378.

**ATTACHMENTS**

1.	Agreement
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**CONTACT**

Andrew J. Bidou, Chief of Police, (707) 648-4540

[andrew.bidou@cityofvallejo.net](mailto:andrew.bidou@cityofvallejo.net)

John Whitney, Captain of Police, (707) 651-7105

[john.whitney@cityofvallejo.net](mailto:john.whitney@cityofvallejo.net)



# AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND CITY OF VALLEJO

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and City of Vallejo, hereinafter called "City."

\* \* \*

Whereas, pursuant to Government Code Section 51301, County may contract with City for the performance of City functions by the appropriate employees of County; and

Whereas, City and County find it necessary and desirable to set forth in this Agreement the specific terms and conditions of the services to be performed and provided by County.

**Now, therefore, it is agreed by the parties to this Agreement as follows:**

## **1. Exhibits and Attachments**

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A - Services  
Exhibit B - Payments and Rates

## **2. Services to be performed by County**

In consideration of the payments set forth in this Agreement and in Exhibit B, County shall perform services for City in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

## **3. Payments**

In consideration of the services provided by County in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, City shall make payment to County based on the rates and in the manner specified in Exhibit B. In no event shall City's total fiscal obligation under this Agreement exceed **THREE HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$350,000.00)**.

## **4. Term**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from **JULY 1, 2015** through **JUNE 30, 2018**.

## **5. Termination; Availability of Funds**

This Agreement may be terminated by City or by the Sheriff or Sheriff's designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. County shall be entitled to receive payment for work/services provided prior to termination of the Agreement.

## **6. Relationship of Parties**

Both parties agree and understand that the work/services performed under this Agreement are performed as an independent contractor and that neither party's employees acquire any of the rights, privileges, powers, or advantages of County employees.

**7. Hold Harmless**

- a. City shall indemnify and hold harmless County from and against all actions which in any way arise out of, result from, or are connected in any way with City's negligent or intentional acts in performing services under this agreement, except any action which arises solely and exclusively out of the negligent or intentional acts of County.
- B. County shall indemnify and hold harmless City from and against any and all actions which in any way arise out of, result from, or are connected in any way with the County's negligent or intentional acts in performing services under this agreement, except any action which arises solely and exclusively out of the negligent or intentional acts of City.
- C. If an action arises out of the concurrent negligence of City and County, then liability for any damage in that action shall be apportioned between City and County in accordance with the California law of comparative negligence.
- D. As used in this section, "County" means the County, its officers, agents, employees and servants.
- E. As used in this section, "City" means the City, its officers, agents, employees and servants.
- F. As used in this section, "actions" means actions, claims, suits, demands, and liability of every name, kind, and description brought for, or on account of injuries to or death of any person, including City and County, or damage to property of any kind whatsoever and to whomsoever belonging.
- G. The duty of City and County to indemnify and hold harmless, as set forth herein shall include the duty to defend as set forth in Civil Code Section 2778.

**8. Assignability and Subcontracting**

Neither party may assign the benefits nor delegate the duties set forth in this Agreement, without prior written approval of both parties.

**9. Insurance**

**a. General Requirements**

Both parties shall maintain sufficient insurance, self-insurance, or a combination thereof to comply with the following requirements, and, if requested, each party shall furnish the other party with certificates of insurance evidencing the required coverage. Thirty (30) days' notice must be given, in writing, to the Sheriff's Office and County of any pending change in the limits of liability or of any cancellation or modification of the policy.

**b. Workers' Compensation and Employer's Liability Insurance**

Both parties shall have in effect during the entire life of this Agreement Worker's Compensation and Employer's Liability Insurance, or an acceptable program of self-insurance providing full statutory coverage. In signing this Agreement, parties certify, as required by Section 1861 of the California Labor Code, that they are aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and parties will comply with such provisions before commencing the performance of the work of this Agreement..

**c. Liability Insurance**

City and County shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from City's and County's operations under this Agreement, whether such operations be by himself/herself or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than the amount specified below:

- Comprehensive General Liability ..... \$1,000,000  
*(Applies to all agreements)*
  
- Motor Vehicle Liability Insurance ..... \$1,000,000  
*(To be checked if motor vehicle used in performing services)*
  
- Professional Liability ..... \$1,000,000  
*(To be checked if Contractor is a licensed professional)*

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

**10. Compliance With Laws**

All services to be performed pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

City will timely and accurately complete, sign, and submit all necessary documentation of compliance.

## **11. Non-Discrimination and Other Requirements**

### **a. General Non-discrimination**

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

### **b. Equal Employment Opportunity**

City shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. City's equal employment policies shall be made available to County upon request.

### **c. Section 504 of the Rehabilitation Act of 1973**

Both parties shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement.

### **d. Discrimination Against Individuals with Disabilities**

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and parties shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by parties to employ and advance in employment qualified individuals with disabilities.

## **12. Retention of Records; Right to Monitor and Audit**

(a) Each party agrees to provide to the other party, to any federal or state department having monitoring or reviewing authority, to County's or City's authorized representatives and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine and audit records and documents necessary to determine compliance with relevant federal, state, and local statutes, rules, and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

## **13. Merger Clause; Amendments**

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

**14. Controlling Law; Venue**

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

**15. Notices**

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Name/Title: Ginger Martinez, Management Analyst  
Address: San Mateo County Sheriff's Office  
400 County Center  
Redwood City, CA 94063  
Telephone: (650) 363-7819  
Email: gbalkus@smcgov.org

In the case of City, to:

Name/Title: City of Vallejo  
c/o Vallejo Police Department  
Address: 111 Amador Street  
Vallejo, CA 94590  
Telephone: (707) 651-7105  
Email: john.whitney@cityofvallejo.net

**16. Electronic Signature**

If both County and City wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo, both boxes below must be checked. Any party that agrees to allow digital signature of this Agreement may revoke such agreement at any time in relation to all future documents by providing notice pursuant to this Agreement.

For County:  If this box is checked by County, County consents to the use of electronic signatures in relation to this Agreement.

For City:  If this box is checked by City, City consents to the use of electronic signatures in relation to this Agreement.

\* \* \*

**IN WITNESS WHEREOF**, the parties hereto, by their duly authorized representatives, have affixed their hands

**COUNTY OF SAN MATEO**

*A Political Sub-division of the  
State of California*

BY: \_\_\_\_\_  
PRESIDENT, BOARD OF SUPERVISORS

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

**ATTEST:**

BY: \_\_\_\_\_  
CLERK OF SAID BOARD

**CITY OF VALLEJO**

BY: \_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
TITLE

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

**APPROVED AS TO FORM:**

**ATTEST:**

BY: \_\_\_\_\_  
CITY CLERK

By: \_\_\_\_\_  
CITY ATTORNEY

**APPROVED AS TO INSURANCE:**

BY: \_\_\_\_\_  
RISK MANAGER

**APPROVED AS TO CONTENT:**

BY: \_\_\_\_\_  
ANDREW BIDOU  
CHIEF OF POLICE

*(April 1, 2015 CCC issued contract template version)*

## EXHIBIT A

In consideration of the payments set forth in Exhibit B, County shall provide the following services:

### **1. INTRODUCTION.**

The purpose of this Agreement is to provide the City of Vallejo with forensic services through the San Mateo County Sheriff's Office Forensic Laboratory, which services will assist in the investigation of criminal matters within the territorial limits of the City.

### **2. SERVICES TO BE PERFORMED BY COUNTY.**

- A. A Sheriff's Forensic Team will respond, upon request by the City, to:
- 1.) City's police officer involved shootings, or City's law enforcement officers injured or killed in the line of duty.
  - 2.) Complex crime scenes, requiring the processing of a scene, beyond the resources/training/scope/expertise of the Vallejo Police Department crime scene personnel. To be determined by the Vallejo Police Department Investigations supervisor or his/her designee. This provision may be utilized no more than twice in any twelve month period. And in any event, the County may decline to respond based on its determination that current staff available are insufficient or are otherwise occupied with performing work for the County.
- B. A Sheriff's Forensic Supervisor will be available to assist the City via telephone 24/7.
- C. The Sheriff's Forensic Laboratory will assist the City by providing training to the City's staff in the collection and preservation of evidence.
- D. The Sheriff's Forensic Laboratory will perform the following forensic examinations for City, or seek out a provider at Sheriff's direct costs for the following services:
- |                                      |                                       |
|--------------------------------------|---------------------------------------|
| ▪ Blood pattern interpretations      | ▪ Forensic biology serology screening |
| ▪ CODIS entry                        | ▪ Forensic biology DNA typing         |
| ▪ Crime scene reconstruction         | ▪ Fracture analysis                   |
| ▪ Distance determination             | ▪ Gun identification                  |
| ▪ DOJ/AFIS entry                     | ▪ Gunshot residue physical match      |
| ▪ Fingerprint comparison             | ▪ Latent print AFIS searches          |
| ▪ Fingerprint processing of evidence | ▪ Serial number restoration           |
| ▪ Firearms comparison                | ▪ Shoe/tire impressions               |
| ▪ Firearms NIBIN entry (no charge)   | ▪ Tool mark comparison                |
| ▪ Firearms NIBIN searches            | ▪ Trace analysis, (hair/fibers)       |
- \* *The Sheriff's Forensic Laboratory does not conduct analysis of arson / explosives evidence, but will seek out a provider at Sheriff's direct costs, if requested.*
- E. City will deliver to the Sheriff's Forensic Laboratory items/material for analyzing.
- F. Each year the Sheriff's Forensic Laboratory Director shall meet with the City's Chief of Police to establish specific service level objectives for the upcoming contract period. The Sheriff's Laboratory Director shall provide the Police Chief with a written report as part of the annual report, containing a summary of activity for the previous period, by October 31 following the end of the contract period.

## **EXHIBIT B**

In consideration of the services provided by County described in Exhibit A and subject to the terms of the Agreement, City shall pay County based on the following fee schedule and terms:

### **1. RATES.**

- A. For the period of July 1, 2015 to June 30, 2016, City will pay County in advance for 100 hours (\$21,897) of forensic examinations/services based on the hourly rate of \$218.97.
  - 1) If City expends more than 100 hours during FY 2015-16, City will pay County in advance in increments of 100 hours.
  - 2) If a balance of unused hours exists at the end of FY 2015-16, the hours will be credited to FY 2016-17 at the adjusted FY 2016-17 hourly rate of \$227.73.
- B. For the period of July 1, 2016 to June 30, 2017, City will pay County in advance for 100 hours (\$22,773) of forensic examinations/services based on the FY 2016-17 hourly rate of \$227.73.
  - 1) If City expends more than 100 hours during FY 2016-17, City will pay County in advance in increments of 100 hours.
  - 2) If a balance of unused hours exists at the end of FY 2016-17, the hours will be credited to FY 2017-18 at the adjusted FY 2017-18 hourly rate.
- C. City will reimburse County for Court testimony at the rate of \$85 per hour, plus travel time. There will be no charge for the first two (2) hours per court appearance.

### **2. PAYMENTS.**

- A. County will send City a monthly statement outlining the amount of hours/funds expended and the balance remaining.
- B. County will send City an invoice when the balance of remaining hours/funds becomes low or on an as-needed basis.
- C. Payments by City shall be made to County within 30 days of receipt of invoice.
- D. Questions regarding billing should be directed to the Sheriff's Forensic Laboratory Director by telephone (650) 312-5306 or by mail to:

San Mateo County  
Sheriff's Office Forensic Laboratory  
50 Tower Road  
San Mateo, CA 94402





**DATE:** October 13, 2015  
**TO:** Mayor and Members of the City Council  
**FROM:** David A. Kleinschmidt, Public Works Director  
Jill A. Mercurio, Assistant Public Works Director/ City Engineer  
**SUBJECT: ADOPT A RESOLUTION APPROVING AN INITIAL PROJECT REPORT (IPR) AND  
AUTHORIZE SUBMISSION OF A FUNDING REQUEST TO THE METROPOLITAN  
TRANSPORTATION COMMISSION FOR THE DESIGN AND CONSTRUCTION PHASES OF  
THE SAFE ROUTE TO TRANSIT (SR2T) CURTOLA PARKWAY BIKE PATH PROJECT**

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**RECOMMENDATION**

Adopt a Resolution approving an Initial Project Report (IPR) for the SR2T Curtola Parkway Bike Path Project and authorizing the City Manager to submit a request for a supplemental allocation of \$750,000 in Regional Measure 2 (RM2) funds to the Metropolitan Transportation Commission (MTC) to begin preliminary design, prepare construction documents and construct the project.

**REASONS FOR RECOMMENDATION**

The City of Vallejo, as the implementing agency and project sponsor, must submit an IPR for all funding allocation requests. The MTC Programming and Allocations Committee is scheduled to consider approval of the IPR in conjunction with allocation of funds at its meeting on October 14, 2015. The MTC full commission is scheduled to consider the item at its meeting on October 28, 2015.

This IPR will request allocation for funding in the amount of \$750,000 for developing the plans, specifications and estimate (PS&E), preparing the bid and construction documents and constructing the project.

**BACKGROUND AND DISCUSSION**

Voters approved Regional; Measure 2 (RM2) in March 2004 which increased the toll for all vehicles on the seven state-owned toll bridges in the San Francisco Bay Area by a dollar, with this extra dollar funding various transportation projects within the region. The Metropolitan Transportation Commission (MTC) programmed \$20 million in Regional Measure 2 (RM2) funds for a Safe Route to Transit (SR2T) program. MTC serves as the government agency sponsor for this program.

The call for projects for the fifth and final cycle of grant funding was released on July 2013. The City of Vallejo with support from the Solano Transportation Authority (STA) submitted the Curtola Parkway Bike Path Project. In December 2013, the City was informed that the TransForm Safe Route to Transit Advisory Committee would recommend the Curtola Parkway Bike Path Project receive \$750,000 in funding from the MTC's Programs and Allocations Committee and the Commission. On February 26, 2014, the Metropolitan Transportation Commission (MTC) adopted Resolution No. 3735, Revised which approves MTC staff's review

**Subject: ADOPT A RESOLUTION APPROVING AN INITIAL PROJECT REPORT (IPR) AND AUTHORIZE SUBMISSION OF A FUNDING REQUEST TO THE METROPOLITAN TRANSPORTATION COMMISSION FOR THE DESIGN AND CONSTRUCTION PHASES OF THE SAFE ROUTE TO TRANSIT (SR2T) CURTOLA PARKWAY BIKE PATH PROJECT**  
Page 2

of the RM2 SR2T applications and approved the list of grant recipients and their associated funding amounts.

The proposed project is located along the south side of Curtola Parkway from the railroad tracks at Solano Avenue to SolTrans Curtola Park and Ride Hub located at the intersection of Lemon Street and Curtola Parkway. The project would provide a Class 1 bike/pedestrian path which will connect portions of south Vallejo to the parking and transit hub. The Class 1 path is separate from the roadway and would provide both bicyclists and pedestrians easy and safe access to and from the parking and transit hub. The project would also provide safety lighting to enable transit users to utilize this facility during non-daylight hours.

The ultimate plan is to connect this SolTrans Curtola Park and Ride Hub to the Waterfront WETA Ferry Terminal and Downtown Vallejo. Future grant opportunities will be sought to enable construction of these envisioned improvement projects.

The City solicited proposals from its list of on-call consultants in June 2015. A consultant will be hired to complete preliminary and final design, develop bid documents and prepare necessary environmental documents. If MTC approvals are secured, the projected schedule is:

- Complete design: February 2016
- Advertise project for bid: March 2016
- Award contract: April/May 2016
- Construction: summer 2016

**FISCAL IMPACT**

Below is an estimate of the sources and uses of the funds for the next steps of this project, should MTC accept the City's request for funding. No appropriation is requested in this item and these estimates are merely informational. There is no impact to the General Fund.

**BUDGET:**

Funding Source	Amount
221 – Capital Grant (RM2) FY14-15	\$ 750,000
219 – Local Match FY14-15	\$ 97,179
Total	\$ 847,179

**EXPENDITURES:**

**Subject: ADOPT A RESOLUTION APPROVING AN INITIAL PROJECT REPORT (IPR) AND AUTHORIZE SUBMISSION OF A FUNDING REQUEST TO THE METROPOLITAN TRANSPORTATION COMMISSION FOR THE DESIGN AND CONSTRUCTION PHASES OF THE SAFE ROUTE TO TRANSIT (SR2T) CURTOLA PARKWAY BIKE PATH PROJECT**  
**Page 3**

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Expenditure Item	Amount
Engineering Design (consultant)	\$ 118,673
Project management (design) - ESTIMATE	\$ 21,327
Construction (TO BE DETERMINED)	---
Total	\$ 140,000

**ENVIRONMENTAL REVIEW**

The project is exempt from the California Environmental Quality Act (“CEQA”) pursuant to Public Resources Code sections 21083 and 21084 and CEQA Guidelines Section 15301 “Existing Facilities” because it involves the minor repair and maintenance or minor alteration of an existing street, sidewalks, and gutters and there is no expansion of an existing use. There will be no increase in the number of lanes and no scenic resource will be altered or removed.

**ATTACHMENTS**

1.	Resolution & IPR
2.	Location Map
3.	Vicinity Map

**CONTACT**

David A. Kleinschmidt, Public Works Director, (707) 648-4301

[david.kleinschmidt@cityofvallejo.net](mailto:david.kleinschmidt@cityofvallejo.net)

Jill A. Mercurio, Assistant Public Works Director/ City Engineer, (707) 648-4085

[jill.mercurio@cityofvallejo.net](mailto:jill.mercurio@cityofvallejo.net)

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

**ADOPT A RESOLUTION APPROVING AN INITIAL PROJECT REPORT (IPR) AND  
AUTHORIZE SUBMISSION OF A FUNDING REQUEST TO THE METROPOLITAN  
TRANSPORTATION COMMISSION FOR THE DESIGN PHASE OF THE SAFE ROUTE TO  
TRANSIT (SR2T) CURTOLA PARKWAY BIKE PATH PROJECT**

WHEREAS, SB 916 (Chapter 715, Statutes 2004), commonly referred as Regional Measure 2, identified projects eligible to receive funding under the Regional Traffic Relief Plan; and

WHEREAS, the Metropolitan Transportation Commission (MTC) is responsible for funding projects eligible for Regional Measure 2 funds, pursuant to Streets and Highways Code Section 30914(c) and (d); and

WHEREAS, MTC has established a process whereby eligible transportation project sponsors may submit allocation requests for Regional Measure 2 funding; and

WHEREAS, allocation requests to MTC must be submitted consistent with procedures and conditions as outlined in Regional Measure 2 Policy and Procedures; and

WHEREAS, the City of Vallejo is an eligible sponsor of transportation project in Regional Measure 2, Regional Traffic Relief Plan funds; and

WHEREAS, the Safe Route to Transit (SR2T) Curtola Parkway Bike Path Project is eligible for consideration in the Regional Traffic Relief Plan of Regional Measure 2, as identified in California Streets and Highways Code Section 30914(c) or (d); and

WHEREAS, the Regional Measure 2 allocation request, attached hereto in the Initial Project Report and incorporated herein as though set forth at length, lists the project, purpose, schedule, budget, expenditure and cash flow plan for which the City of Vallejo is requesting that MTC allocate Regional Measure 2 funds.

NOW, THEREFORE BE IT RESOLVED, that the City of Vallejo and its agents shall comply with the provisions of the Metropolitan Transportation Commission's Regional Measure 2 Policy Guidance (MTC Resolution No. 3636); and

BE IT FURTHER RESOLVED, that the City of Vallejo certifies that the project is consistent with the Regional Transportation Plan (RTP); and

BE IT FURTHER RESOLVED, that the year of funding for any design, right-of-way and/or construction phases has taken into consideration the time necessary to obtain environmental clearance and permitting approval for the project; and

BE IT FURTHER RESOLVED, that the Regional Measure 2 phase or segment is fully funded, and results in an operable and useable segment; and

BE IT FURTHER RESOLVED, that the City of Vallejo approves the updated Initial Project Report, attached to this resolution; and

BE IT FURTHER RESOLVED, that the City of Vallejo approves the cash flow plan, attached to this resolution; and

BE IT FURTHER RESOLVED, that the City of Vallejo has reviewed the project needs and has adequate staffing resources to deliver and complete the project within the schedule set forth in the updated Initial Project Report, attached to this resolution; and,

BE IT FURTHER RESOLVED, that the City of Vallejo is an eligible sponsor of projects in the Regional Measure 2 Regional Traffic Relief Plan, Capital Program, in accordance with California Streets and Highways Code 30914(c); and

BE IT FURTHER RESOLVED, that the City of Vallejo is authorized to submit an application for Regional Measure 2 funds for SR2T Curtola Parkway Bike Path Project in accordance with California Streets and Highways Code 30914(c); and

BE IT FURTHER RESOLVED, that the City of Vallejo certifies that the projects and purposes for which RM2 funds are being requested is in compliance with the requirements of the California Environmental Quality Act (Public Resources Code Section 21000 et seq.), and with the State Environmental Impact Report Guidelines (14 California Code of Regulations Section 15000 et seq.) and if relevant the National Environmental Policy Act (NEPA), 42 USC Section 4-1 et. seq. and the applicable regulations thereunder; and

BE IT FURTHER RESOLVED, that there is no legal impediment to the City of Vallejo making allocation requests for Regional Measure 2 funds; and

BE IT FURTHER RESOLVED, that there is no pending or threatened litigation which might in any way adversely affect the proposed project, or the ability of the City of Vallejo to deliver such project; and

BE IT FURTHER RESOLVED, that the City of Vallejo indemnifies and holds harmless MTC, its Commissioners, representatives, agents, and employees from and against all claims, injury, suits, demands, liability, losses, damages, and expenses, whether direct or indirect (including any and all costs and expenses in connection therewith), incurred by reason of any act or failure to act of the City of Vallejo, its officers, employees or agents, or subcontractors or any of them in connection with its performance of services under this allocation of RM2 funds. In addition to any other remedy authorized by law, so much of the funding due under this allocation of RM2 funds as shall reasonably be considered necessary by MTC may be retained until disposition has been made of any claim for damages, and

BE IT FURTHER RESOLVED, that the City of Vallejo shall, if any revenues or profits from any non-governmental use of property (or project) that those revenues or profits shall be used exclusively for the public transportation services for which the project was initially approved, either for capital improvements or maintenance and operational costs, otherwise the Metropolitan Transportation Commission is entitled to a proportionate share equal to MTC's percentage participation in the projects(s); and

BE IT FURTHER RESOLVED, that assets purchased with RM2 funds including facilities and equipment shall be used for the public transportation uses intended, and should

said facilities and equipment cease to be operated or maintained for their intended public transportation purposes for its useful life, that the Metropolitan Transportation Commission (MTC) shall be entitled to a present day value refund or credit (at MTC's option) based on MTC's share of the Fair Market Value of the said facilities and equipment at the time the public transportation uses ceased, which shall be paid back to MTC in the same proportion that Regional Measure 2 funds were originally used; and

BE IT FURTHER RESOLVED, that the City of Vallejo shall post on both ends of the construction site(s) at least two signs visible to the public stating that the Project is funded with Regional Measure 2 Toll Revenues; and

BE IT FURTHER RESOLVED, that the City of Vallejo authorizes its City Manager, or his/her designee to execute and submit an allocation request for the design phase and construction phase with MTC for Regional Measure 2 funds in the amount of \$750,000, for the project, purposes and amounts included in the project application attached to this resolution; and

BE IT FURTHER RESOLVED, that the City Manager, or his/her designee is hereby delegated the authority to make non-substantive changes or minor amendments to the IPR as he/she deems appropriate.

BE IT FURTHER RESOLVED, that a copy of this resolution shall be transmitted to MTC in conjunction with the filing of the City of Vallejo application referenced herein.

## Regional Measure 2 Initial Project Report (IPR)

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**Project Title:** Curtola Parkway Class 1 Bike Path

**RM2 Project No.** 20.58

**Allocation History:**

	<b>MTC Approval Date</b>	<b>Amount</b>	<b>Phase</b>
<b>#1:</b>			
<b>#2</b>			
<b>#3</b>			

**Total: \$**

**Current Allocation Request:**

<b>IPR Date</b>	<b>Amount Being Requested</b>	<b>Phase Requested</b>
<b>9/30/15</b>	<b>\$750,000.00</b>	<b>PS &amp; E and Construction</b>

## Regional Measure 2 – INITIAL PROJECT REPORT

### **I. OVERALL PROJECT INFORMATION**

#### **A. Project Sponsor / Co-sponsor(s) / Implementing Agency**

City of Vallejo, Public Works

#### **B. Project Purpose**

The **Curtola Parkway Class 1 Bike Path** project will provide a separated bike/pedestrian path connecting portions of South Vallejo to the SolTrans Vallejo Parking and Transit Hub located at the intersection of Lemon Street and Curtola Parkway. This ten-foot wide shared improvement will permit both bicyclists and pedestrians easy and safe access to the SolTrans Transit Hub, which provides hundreds of connections each weekday. SolTrans serves residents from Solano County (and north) to various BART stations in the East Bay, as well as a number of direct routes into San Francisco. Almost 70 trips each weekday proceed over area bridges. The new path will provide additional safety lighting to enable transit users to utilize this facility.

#### **C. Project Description (please provide details)**

**Project Graphics to be sent electronically with This Application**

The project will construct a ½ mile shared bike/pedestrian Class 1 Bike Path which will provide a connection to the SolTrans Vallejo Parking and Transit Hub from the residential neighborhoods north of the facility.

The ten-foot wide path will be constructed on the south side of Curtola Parkway connecting to the SolTrans Transit Hub and RR Tracks at Solano Avenue.

Safety lighting will also be installed along the entire ½ mile path.

#### **D. Impediments to Project Completion**

None anticipated

#### **E. Operability**

The bike trail to be constructed will be maintained through the City's ongoing street maintenance program.



**Regional Measure 2 – INITIAL PROJECT REPORT**

**II. PROJECT PHASE DESCRIPTION and STATUS**

**F. Environmental –**

Does NEPA Apply:  Yes  No

Categorical Exemption-October 2015 Completion.

**G. Design –**

Plans, Specifications, and Estimate for this project to be completed using this grant.

**H. Right-of-Way Activities / Acquisition –**

n/a

**I. Construction / Vehicle Acquisition -**

Constructions is anticipated to be complete by December 2016.

**III. PROJECT BUDGET**

**J. Project Budget (Escalated to year of expenditure)**

<b>Phase</b>	<b>Total Amount - Escalated - (Thousands)</b>
Environmental Studies & Preliminary Eng (ENV / PE / PA&ED)	5
Design - Plans, Specifications and Estimates (PS&E)	140
Right-of-Way Activities /Acquisition (R/W)	0
Construction / Rolling Stock Acquisition (CON)	1044
<b>Total Project Budget (in thousands)</b>	<b>1189</b>

**K. Project Budget (De-escalated to current year) Not relevant to this project**

<b>Phase</b>	<b>Total Amount - De-escalated - (Thousands)</b>
Environmental Studies & Preliminary Eng (ENV / PE / PA&ED)	
Design - Plans, Specifications and Estimates (PS&E)	
Right-of-Way Activities /Acquisition (R/W)	
Construction / Rolling Stock Acquisition (CON)	
<b>Total Project Budget (in thousands)</b>	

**Regional Measure 2 – INITIAL PROJECT REPORT**

**L. Project Budget – Deliverable Segment (Escalated to year of expenditure)**

<b>Phase</b>	<b>Total Amount - Escalated - (Thousands)</b>
Environmental Studies & Preliminary Eng (ENV / PE / PA&ED)	5
Design - Plans, Specifications and Estimates (PS&E)	140
Right-of-Way Activities /Acquisition (R/W)	
Construction / Rolling Stock Acquisition (CON)	1044
<b>Total Project Budget (in thousands)</b>	<b>1189</b>

**M. Project Budget – Deliverable Segment(De-escalated to current year)**

<b>Phase</b>	<b>Total Amount - De-escalated - (Thousands)</b>
Environmental Studies & Preliminary Eng (ENV / PE / PA&ED)	
Design - Plans, Specifications and Estimates (PS&E)	
Right-of-Way Activities /Acquisition (R/W)	
Construction / Rolling Stock Acquisition (CON)	
<b>Total Project Budget (in thousands)</b>	

**IV. OVERALL PROJECT SCHEDULE**

<b>Phase-Milestone</b>	<b>Planned (Update as needed)</b>	
	<b>Start Date</b>	<b>Completion Date</b>
Environmental Document	September 2015	October 2015
Environmental Studies, Preliminary Eng. (ENV / PE / PA&ED)	n/a	n/a
Final Design - Plans, Specs. & Estimates (PS&E)	December 2015	May 2016
Right-of-Way Activities /Acquisition (R/W)	n/a	n/a
Construction (Begin – Open for Use) / Acquisition / Operating Service (CON)	July 2016	December 2016

**Regional Measure 2 – INITIAL PROJECT REPORT**

**V. ALLOCATION REQUEST INFORMATION**

**N. Detailed Description of Allocation Request**

**Describe the scope of the allocation request. Provide background and other details as necessary.**

Amount being requested (in escalated dollars)	\$750,000.00
Project Phase being requested	PS & E
Are there other fund sources involved in this phase?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Date of anticipated Implementing Agency Board approval the RM2 IPR Resolution for the allocation being requested	October 13, 2015
Month/year being requested for MTC Commission approval of allocation	November 2015

**O. Status of Previous Allocations (if any)**

n/a

**P. Workplan**

Workplan in Alternate Format Enclosed

TASK NO	Description	Deliverables	Completion Date
1	Complete PS & E	Completed design	May 2016
2	Construct Bike Trail on Curtola Parkway	Installed Bike Trail	December 2016

**Q. Impediments to Allocation Implementation**

None foreseen.

## Regional Measure 2 – INITIAL PROJECT REPORT

### VI. RM-2 FUNDING INFORMATION

#### **R. RM-2 Funding Expenditures for funds being allocated**

**The companion Microsoft Excel Project Funding Spreadsheet to this IPR is included**  
**S. Next Anticipated RM2 Allocation Request.**

May 2016

### VII. GOVERNING BOARD ACTION

**Check the box that applies:**

**Governing Board Resolution attached**

**Governing Board Resolution to be provided on or before:**  
October 13, 2015

### VIII. CONTACT / PREPARATION INFORMATION

#### **Contact for Applicant's Agency**

Name: Allan Panganiban  
Phone: (707) 648-4686  
Title: Senior Civil Engineer  
E-mail: allan.panganiban@cityofvallejo.net  
Address: 555 Santa Clara Street, Vallejo, CA 94590

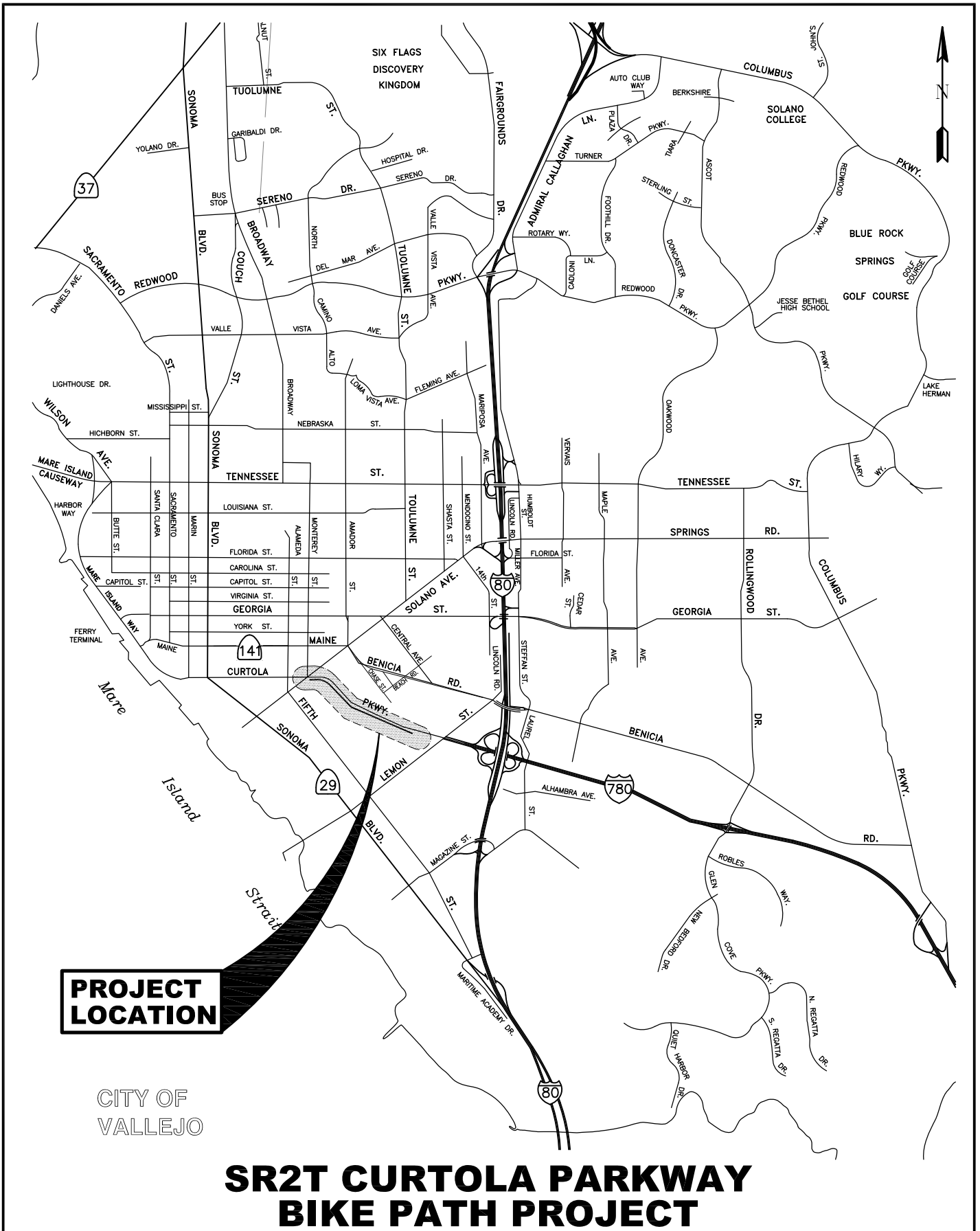
#### **Information on Person Preparing IPR**

Name: (same as above)  
Phone:  
Title:  
E-mail:  
Address:

#### **Applicant Agency's Accounting Contact**

Name: Yujun Du  
Phone: (707) 648-4097  
Title: Administrative Analyst  
E-mail: Yujun.du@cityofvallejo.net  
Address: 555 Santa Clara Street, Vallejo, CA 94590

Revised IPR 120905.doc



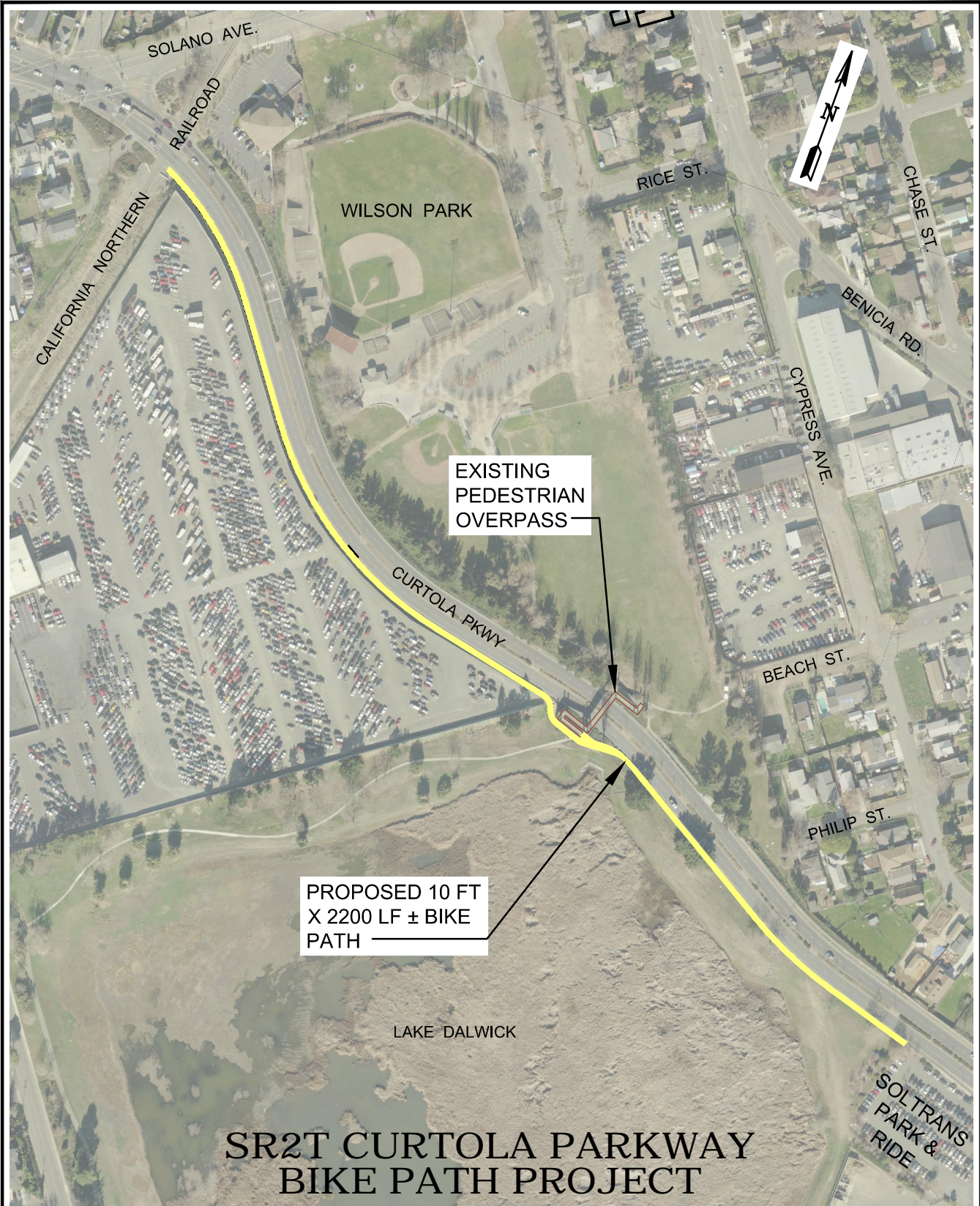
**PROJECT  
LOCATION**

CITY OF  
VALLEJO

# SR2T CURTOLA PARKWAY BIKE PATH PROJECT

DWG. NO. <u>C1</u>	SHEET <u>1</u> OF <u>2</u>		PUBLIC WORKS DEPARTMENT ENGINEERING DIVISION
DRAWN BY <u>CTG</u>	FILE NO. <u>PW9810</u>		SR2T CURTOLA PARKWAY BIKE PATH PROJECT
DATE <u>16SEP15</u>	REF. <u>-</u>		<b>LOCATION MAP</b>
CHECKED <u>DY</u>	SCALE <u>NONE</u>		





DWG. NO.	C2
DRAWN BY	CTG
DATE	16SEP2015
CHECKED	DY

SHEET	2 OF 2
FILE NO.	PW9810
REF.	-
SCALE	NONE



PUBLIC WORKS DEPARTMENT  
ENGINEERING DIVISION  
SR2T CURTOLA PARKWAY  
BIKE PATH PROJECT  
VICINITY MAP



**DATE:** October 13, 2015  
**TO:** Mayor and Members of the City Council  
**FROM:** David Kleinschmidt, Public Works Director  
Martin Querin, Assistant Public Works Director / Water  
Ron Millard, Interim Finance Director  
**SUBJECT: ADOPT TWO RESOLUTIONS: A RESOLUTION TO CREATE THE WATER RATE STABILIZATION FUND AND A RESOLUTION OF INTENTION TO AUTHORIZE THE TRANSFER OF \$4 MILLION FROM THE FISCAL YEAR 2015-16 WATER ENTERPRISE FUND #401 BALANCE TO THE WATER RATE STABILIZATION FUND**

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**RECOMMENDATION**

Adopt two Resolutions: a Resolution to create the Water Rate Stabilization Fund and, as the first step in a two-step process, a Resolution of Intention to authorize the transfer of \$4 million from the Fiscal Year 2015-16 Water Enterprise Fund #401 Balance to the Water Rate Stabilization Fund.

**REASONS FOR RECOMMENDATION**

Establishing a Water Rate Stabilization Fund is permitted under the City's Water Revenue Bond Indenture, which provided for the issuance of the Series 2006 and Series 2013 Water Revenue Refunding Bonds. The proposed Water Rate Stabilization Fund would be funded solely from the Water Enterprise Fund and could be used to help meet the City's legal covenant to maintain a debt service coverage ratio of 125 percent on the outstanding Series 2006 and 2013 Bonds.

**BACKGROUND AND DISCUSSION**

Public Works Water Division staff has undertaken a cost of service study, which includes evaluating projected costs to purchase, treat, and deliver water, as well as City operating and capital costs and projected revenues. New rates for these services were last established in 2009, which included a five-year rate plan with annual adjustments each year on July 1.

The last rate adjustment for Water services occurred on July 1, 2013. Preliminary indications show that based on the cost of doing business and increased costs to purchase, treat, and deliver water, in order to collect sufficient revenue for covering the cost for service, a rate adjustment needs to occur as soon as possible. Due to conservation efforts beyond those planned in the Fiscal Year 2014-15 budget, revenues may be less than what was programmed. If revenues are far less than anticipated, a Rate Stabilization Fund can be used to offset the financial volatility of the Water Enterprise Fund.

A Water Rate Stabilization Fund can be used to satisfy the legal covenant under the Water Bond Indenture to maintain net revenues of the Water Enterprise in each fiscal year equal to at least 1.25 times the annual debt service on outstanding bonds due in that year. The establishment of a Water Rate Stabilization Fund is authorized in the Water Revenue Bond Indenture, which also establishes specific rules and regulations



**Subject: ADOPT TWO RESOLUTIONS: A RESOLUTION TO CREATE THE WATER RATE STABILIZATION FUND AND A RESOLUTION OF INTENTION TO AUTHORIZE THE TRANSFER OF \$4 MILLION FROM THE FISCAL YEAR 2015-16 WATER ENTERPRISE FUND #401 BALANCE TO THE WATER RATE STABILIZATION FUND**

regarding contributions and withdrawals. Withdrawals from the Water Rate Stabilization Fund are determined by the City based on the annual performance of the Water Enterprise Fund.

In accordance with information provided by the City's water rate consultant, staff is recommending that the Water Rate Stabilization Fund initially be funded with \$4 million. The source for this deposit will be Water Enterprise Fund (City system) fund balance, which in the FY 2015-16 Adopted Budget was estimated to be \$13.6 million on June 30, 2016. The Water Rate Stabilization Fund must be funded within 120 days of the end of a fiscal year, in this case by October 28, 2015, if the City finds it necessary for use in meeting Fiscal Year 2014-15 debt service coverage requirements.

**NEXT STEPS**

Approval of the Resolution of Intention will be the first step in a two-step process to amend the Fiscal Year 2015-16 Water Enterprise Fund #401 Budget. If this Resolution of Intention is approved, the City Council is expected to consider a resolution approving this proposed budget amendment on October 27, 2015 to transfer \$4 million into a Water Rate Stabilization Fund.

**FISCAL IMPACT**

The proposed amendments to the Fiscal Year 2015-16 Water Enterprise Fund Budget will implement a \$4 million contribution to a new Water Rate Stabilization Fund by transfer from Water Enterprise Fund #401 balance. Pursuant to City financial statements, unrestricted Water Enterprise Fund balance net of encumbrances and capital (project) commitments was \$12.1 million as of June 30, 2014.

There would be no impact on the General Fund. Funds in the Water Rate Stabilization Fund would remain within the umbrella Water Enterprise Fund and could be withdrawn at any time by the City for any lawful purpose of the Water Enterprise.

**ENVIRONMENTAL REVIEW**

This action is exempt from the California Environmental Quality Act (CEQA) because it is not a project which has potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment, pursuant to CEQA Guideline section 15378.

**ATTACHMENTS**

1.	Resolution to create the Water Rate Stabilization Fund
2.	Resolution of Intention

**CONTACT**

David Kleinschmidt, Public Works Director, (707) 648-4301

[david.kleinschmidt@cityofvallejo.net](mailto:david.kleinschmidt@cityofvallejo.net)

Martin A. Querin, Asst. Public Works Director / Water, (707) 648-4307



Date: October 13, 2015

**Subject: ADOPT TWO RESOLUTIONS: A RESOLUTION TO CREATE THE WATER RATE  
STABILIZATION FUND AND A RESOLUTION OF INTENTION TO AUTHORIZE THE  
TRANSFER OF \$4 MILLION FROM THE FISCAL YEAR 2015-16 WATER ENTERPRISE FUND  
#401 BALANCE TO THE WATER RATE STABILIZATION FUND**

**Page 3**

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[martin.querin@cityofvallejo.net](mailto:martin.querin@cityofvallejo.net)

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

**CREATING THE WATER RATE STABILIZATION FUND**

WHEREAS, establishing a Water Rate Stabilization Fund is permitted under the City's Water Revenue Bond Indenture, which provided for the issuance of the Series 2006 and Series 2013 Water Revenue Refunding Bonds; and

WHEREAS, a Water Rate Stabilization Fund would be funded solely from the Water Enterprise Fund and could be used to help meet the City's legal covenant to maintain a debt service coverage ratio of 125 percent on the outstanding Series 2006 and 2013 Bonds.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Vallejo does hereby authorize the Finance Director to create the Water Rate Stabilization Fund.

RESOLUTION NO. \_\_\_\_\_ N.C.

**A RESOLUTION OF INTENTION TO AUTHORIZE THE TRANSFER OF \$4 MILLION FROM FISCAL YEAR 2015-16 WATER ENTERPRISE FUND #401 BALANCE TO THE WATER RATE STABILIZATION FUND**

WHEREAS, establishing a Water Rate Stabilization Fund is permitted under the City's Water Revenue Bond Indenture, which provided for the issuance of the Series 2006 and Series 2013 Water Revenue Refunding Bonds; and

WHEREAS, a Water Rate Stabilization Fund would be funded solely from the Water Enterprise Fund and could be used to help meet the City's legal covenant to maintain a debt service coverage ratio of 125 percent on the outstanding Series 2006 and 2013 Bonds; and

WHEREAS, the City Council adopted the City of Vallejo Fiscal Year 2015-16 Budget by Resolution No. 15-066 N.C. on June 9, 2015; and

WHEREAS, the City Charter Section 703 requires that available funds not included in the budget may be appropriated by the City Council after giving at least one week's notice of intention to do so.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Vallejo does hereby declares its intention to amend the Fiscal Year 2015-16 Water Enterprise Fund Budget by authorizing transfer of \$4 million from the unrestricted, unencumbered Water Enterprise Fund #401 fund balance to the Water Rate Stabilization Fund.



**DATE:** October 13, 2015  
**TO:** Mayor and Members of the City Council  
**FROM:** Daniel E. Keen, City Manager  
Claudia Quintana, City Attorney  
**SUBJECT: INTRODUCE AN ORDINANCE AMENDING SUBSECTION 7.100.070 E OF THE VALLEJO MUNICIPAL CODE TO RESTRICT THE AGE OF EMPLOYEES AND VOLUNTEERS AT MEDICAL MARIJUANA DISPENSARIES**

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**RECOMMENDATION**

Hold on First Reading an Ordinance Amending Vallejo Municipal Code section 7.100.070 subsection E to restrict the age of employees and volunteers at medical marijuana dispensaries.

**REASONS FOR RECOMMENDATION**

The City Council directed staff to bring back an agenda item to amend the medical marijuana ordinance restricting the age of employees and volunteers at medical marijuana dispensaries. To strike a balance of protecting young adults and also not interrupting the employment of young workers at dispensaries, and given that state legislation would address worker protections, staff recommends maintaining the age limit at 21 and excepting those who have been employed in 2015 at a medical marijuana dispensary that meets the requirements of Chapter 7.100.

**BACKGROUND AND DISCUSSION**

On July 28, 2015, the City Council adopted an ordinance adding Chapter 7.100 to the Vallejo Municipal Code pertaining to requirements for limited immunity and repealing its previous ordinance No. 1709. N.C. (2d). The public voiced concerns about a provision in Section 7.100 restricting the age of employees at dispensaries. Staff was directed to come back and present alternative language to retain the minimum age of 21, and also require training of employees who staff dispensary counters.

At the time of the last discussion, July 28, state legislation was pending that had provisions directed at employees. Since July 28, the state legislature passed a trio of bills to regulate medical marijuana: AB 266, SB 643, and AB 243. If signed by the governor, AB 266 will add Section 19316 to the Business and Professions Code, providing that any standards, requirements, and regulations regarding worker protections established by the state shall be the minimum standards for all dispensaries. It will also add Section 147.5 to the Labor Code to require the Division of Occupational Safety and Health to create an advisory committee to evaluate the need for industry-specific regulations for the activities of dispensaries and other licensees, with a deadline of July 1, 2017, to present its recommendations to the OSHA Standards Board.

Identifying educational classes for dispensary counter staff was a challenge. While there are some educational providers in the cannabis industry, the curriculum does not include how best to adhere to local or state regulations. The closest provider, Oaksterdam University, does provide a 'basic classic course' described as

**Subject: INTRODUCE AN ORDINANCE AMENDING SUBSECTION 7.100.070 E OF THE VALLEJO MUNICIPAL CODE TO RESTRICT THE AGE OF EMPLOYEES AND VOLUNTEERS AT MEDICAL MARIJUANA DISPENSARIES**

"Learn how to open a dispensary or delivery business. Learn about the different legal entities, legal rights, bud-tending, vending."

With the above in mind, staff proposes the following language to address the Council's concerns:

7.100.070 Prohibited Activity.

E. No person under the age of twenty-one (21) shall be employed by or allowed to volunteer at the Medical Marijuana Dispensary, except that persons ages 18 to 20 who in 2015 have been employed by a Medical Marijuana Dispensary may be employed by that same Medical Marijuana Dispensary. No Member under age 18 shall be allowed on the property unless he or she is accompanied by his or her licensed attending physician, parent(s) or documented legal guardian.

The proposed language also clarifies that only those who are 18 or younger must be accompanied on the property.

**FISCAL IMPACT**

There is no fiscal impact to this action.

**ENVIRONMENTAL REVIEW**

This action is exempt from the California Environmental Quality Act (CEQA) because it is not a project which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment, pursuant to CEQA Guidelines section 15378.

**ATTACHMENTS**

1.	Ordinance Amending Subsection 7.100.070 E
----	---

**CONTACT**

Daniel E. Keen, City Manager, (707) 648-4576

[Daniel.Keen@cityofvallejo.net](mailto:Daniel.Keen@cityofvallejo.net)

Claudia Quintana, City Attorney, (707) 648-4545

[Claudia.Quintana@cityofvallejo.net](mailto:Claudia.Quintana@cityofvallejo.net)

**IN THE CITY COUNCIL OF THE CITY OF VALLEJO  
ORDINANCE NO. \_\_\_\_ N.C. (2d)**

**AN ORDINANCE AMENDING SECTION 7.100.070 E OF THE VALLEJO MUNICIPAL  
CODE REGARDING AGE OF MEDICAL MARIJUANA DISPENSARY EMPLOYEES  
AND VOLUNTEERS**

**WHEREAS**, on July 28, 2015, the City Council adopted Ordinance No. 1715 N.C. (2d) adding Chapter 7.100 to the Vallejo Municipal Code pertaining to limited immunity for medical marijuana dispensaries and repealing Ordinance No. 1709 N.C. (2d); and

**WHEREAS**, the City Council directed staff to prepare an amendment regarding the minimum age of employees and volunteers in medical marijuana dispensaries that will allow those under 21 to preserve a prior employment relationship.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF VALLEJO DOES ORDAIN as follows:

SECTION 1. Vallejo Municipal Code Chapter 7.100.070 E is hereby amended to read as follows:

E. No person under the age of twenty-one (21) shall be employed by or allowed to volunteer at the Medical Marijuana Dispensary, except that persons ages 18 to 20 who in 2015 have been employed by a Medical Marijuana Dispensary may be employed by that same Medical Marijuana Dispensary. ~~No Member under age 18 shall be, or allowed on the property, unless that minor is a Qualified Patient and he or she~~ is accompanied by his or her licensed attending physician, parent(s) or documented legal guardian.

SECTION 2. EFFECTIVE DATE AND PUBLICATION. This ordinance shall take effect thirty (30) days after adoption.

FIRST READ at a special meeting of the Council of the City of Vallejo held on the 15th day of September, 2015 and finally passed and adopted at a regular meeting of the Council held on the \_\_\_ day of \_\_\_\_\_, 2015, by the following vote:

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

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

ATTEST:

\_\_\_\_\_  
DAWN G. ABRAHAMSON, CITY CLERK



**DATE:** October 13, 2015  
**TO:** Mayor and Members of the City Council  
**FROM:** Daniel E. Keen, City Manager  
**SUBJECT:** **AUTHORIZING PARTICIPATION ON A CITY-SCHOOLS TASKFORCE, AND APPOINTING TWO CITY COUNCIL MEMBERS TO THE TASKFORCE**

---

**RECOMMENDATION**

By motion, authorize participation on a City-Schools Taskforce, and appoint two City Council members to the Taskforce.

**REASONS FOR RECOMMENDATION**

A recommendation has been made to form a City-Schools Taskforce, comprised of VCUSD Trustees, City Council members, parents, students and community members, to provide a venue for discussion of community issues that impact schools, and school issues that impact the community.

**BACKGROUND AND DISCUSSION**

In recent months, members of the City Council (Mayor Davis, Councilmember Verder-Aliga) and the Vallejo Unified School District (Trustees Stewart, Mommsen) have met on three occasions to discuss safety issues impacting the schools and community. Also in attendance at these meetings have been parents of students, Superintendent Bishop, City Manager Keen, Chief Bidou and other agency staff. Meetings have been held on an ad-hoc basis.

As a result of the meetings, a recommendation has been made by the participants that a 10-member City-Schools Taskforce be created. The composition of the taskforce would be as follows:

- Two members of the VCUSD Board of Trustees
- Two members of the City Council
- Two student members, selected by the Board of Trustees
- Two parent members, selected by the Board of Trustees
- Two community members, selected by the City Council.

The Taskforce would meet on a quarterly basis, and would be charged with exploring community issues that impact schools, and school issues that impact the community. Thus, it is anticipated that the taskforce would serve as a venue for discussing problems and issues which cross the jurisdictional boundaries of both the City and VCUSD. While the City and the District have recently come to agreement regarding joint funding for School Resource Officers on campuses, primary responsibility for enforcing rules and regulations pertaining to student behavior would remain with the District. The taskforce would not function to interfere with this

**Subject: AUTHORIZING PARTICIPATION ON A CITY-SCHOOLS TASKFORCE, AND APPOINTING TWO CITY COUNCIL MEMBERS TO THE TASKFORCE**

fundamental relationship between the City of Vallejo and VCUSD.

If the City Council approves participation in the taskforce as proposed, it would be appropriate for the City Council to appoint two members of the City Council to attend the taskforce meetings on its behalf. Appointments of councilmembers to the task force are made by the Council pursuant to Vallejo Municipal Code section 2.02.350 D. Selection of the two community members would be selected by the City Council following the same process which is utilized for appointments to City Commissions, Committees and Boards.(VMC 2.02.350 (A)-(D)) If participation of the task force is approved by the City Council, the City Clerk would advertise the application process for community representatives. It is anticipated that the City Council would interview and select the two community representatives at its December 8, 2015 City Council meeting.

As this taskforce will be a standing committee with potentially broad purpose and no anticipated termination date, it is a "standing committee" for purposes of the Brown Act and must follow the requirements of the Act, including posting of public agendas in advance and allowing public attendance at meetings. None of the exceptions to the Brown Act apply in this case (e.g., it is not an 'ad hoc' committee of limited duration or for a particular purposes; it is not a committee made up entirely of less than a quorum of council members). Therefore, the Brown Act applies to the conduct of task force meetings.

**FISCAL IMPACT**

Participating on the Taskforce would have no fiscal impact on the City's General Fund. Creation, posting and tracking of agendas to comply with the Brown Act, as well as any document management which accompanies taskforce activities, will be performed by VCUSD staff.

**ENVIRONMENTAL REVIEW**

This action is exempt from the California Environmental Quality Act (CEQA) because it is not a project which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment, pursuant to CEQA Guidelines section 15378.

**ATTACHMENTS**

None

**CONTACT**

Daniel E. Keen, City Manager, (707) 648-4576  
[daniel.keen@cityofvallejo.net](mailto:daniel.keen@cityofvallejo.net)





**DATE:** October 13, 2015  
**TO:** Mayor and Members of the City Council  
**FROM:** Andrea Ouse, Director of Community and Economic Development  
Kathleen Diohep, Economic Development Manager  
Erin Hanford, Admin Analyst II  
**SUBJECT: STAFF PRESENTATION ON EXTENSION OF LENNAR MARE ISLAND, LLC  
DEVELOPMENT AGREEMENT**

---

### **RECOMMENDATION**

Receive briefing regarding the first five-year extension of the Lennar Mare Island, LLC (LMI) Development Agreement (DA), thereby extending the term of the DA from September 12, 2016, to September 11, 2021.

### **REASONS FOR RECOMMENDATION**

LMI has exercised provisions in the Development Agreement (DA) to request a five-year extension. In the absence of substantial evidence that LMI is in an uncured material default of its obligations, the DA extension is deemed approved. As LMI is in good standing in its requirements, the City Manager will execute the acknowledgement of extension, **Attachment 1**.

### **BACKGROUND AND DISCUSSION**

Following a competitive process, the City of Vallejo negotiated a series of agreements with LMI to acquire, develop and remediate approximately 677 acres on Mare Island. **Attachment 2** is a summary of these agreements, including the Acquisition Agreement selling the land to LMI and the Development Agreement establishing development rights.

One of the key agreements between the City and LMI is the Development Agreement (DA), executed on September 12, 2001. The DA established long-term vested rights to LMI to develop a portion of Mare Island, requiring extensive demolition and infrastructure investment, and additional conditions and requirements, including an annual review. Each annual review determines if LMI has complied in good faith with the terms and conditions of the DA. The last annual review, recently concluded on June 1, 2015, determined LMI was in compliance with the DA.

The full DA is available on the City website at:

<http://www.cityofvallejo.net/common/pages/DisplayFile.aspx?itemId=1077551>.

The initial 15-year term of the DA expires on September 11, 2016. The agreement includes three additional five-year extension options through September 11, 2031. LMI may exercise the extension options by providing a written request to the City between 120-270 days (four to nine months) prior to the expiration of the current term. LMI submitted the request to exercise the DA's first extension option on July 10, 2015 (**Attachment 3**), approximately five months prior to the notification date. The October 13, 2015 Council meeting is

approximately two months prior to the notification date.

Under the DA terms, upon receipt of LMI's extension request, the City has the right to review the request, however the City may not deny or modify the request unless the City finds evidence that LMI is in uncured material default under the DA. An uncured default is a condition of default that remains after the City has provided notice and an opportunity to cure to LMI.

The City is to perform a review of LMI's good faith compliance with the terms of the DA in the same manner as required for the annual review. The City may use the findings of the last annual review provided it was completed within 90 days of the request. The last annual review, recently concluded on June 1, 2015, or 40 days prior to LMI's request, determined that LMI continues to be in good faith compliance with the DA and is not in uncured material default. **Attachment 4** is the Planning Commission staff report regarding the DA compliance, LMI's most recent annual report, and the power point presentation shared with the Planning Commission on June 1, 2015.

During the June 1, 2015 Planning Commission meeting, some commissioners raised concerns regarding LMI's presentation of the 2014 Annual Review. Primary topics were LMI's compliance with the Performance Schedule and targeted goals, including the employment projection of 6,300 jobs by 2015, the potential to readdress the types of businesses being marketed for the area, and the overall approach for attracting new business. In response, it was conveyed that the market and environmental clean-up are major factors affecting LMI's ability to reach the originally targeted goals. LMI continues to make a good faith effort in achieving their goals and remaining in compliance with the DA.

As shared in the annual report, LMI has made significant progress on Mare Island. To date LMI has built 324 of the 1,400 allowed housing units, invested greater than \$116 million in infrastructure and has environmentally remediated more than 65% of the LMI Parcel for reuse. Approximately 3.5 million square feet of existing buildings have been leased or sold of the 7.4 million anticipated at full build out. As shown in the limited rate of new construction, the pace of development has been constrained by the timing and cost of environmental remediation and the economic downturn among other factors. See **Attachment 5** for a full description of LMI's progress from original acquisition to present.

The DA is an important component to a stable development and investment process for Mare Island. This first extension will allow LMI and the City to take advantage of the improving economy and provide more consistency in the development of the Island. The DA rights and restrictions run with the land, and, as such, they are transferred to potential buyers and future owners. Due to the stronger market, LMI is receiving significant interest from third party-investors, homebuilders, and developers. An extension of the DA will provide certainty to these potential buyers, thereby increasing LMI's ability to sell their sites, build the City's tax base and realize the City's vision of reuse of Mare Island.

#### **FISCAL IMPACT**

Extension of the DA has no direct fiscal impact on the General Fund. Under the terms of the Acquisition Agreement LMI pays participation rent that accrues to the Mare Island Conversion Fund. Additionally, development on Mare Island is assessed a Communities Facilities District Fee that covers the City's costs of services on Mare Island.

**ENVIRONMENTAL REVIEW**

This is solely an informational item and is exempt from the California Environmental Quality Act (CEQA) because it is not a project which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment, pursuant to CEQA Guidelines section 15378.

**ATTACHMENTS**

1.	Attachment 1 - Lennar DA Acknowledgment
2.	Attachment 2 - Summary of LMI Agreements
3.	Attachment 3 - LMI 07.10.2015 Letter requesting first extension of DA
4.	Attachment 4 - LMI 2015 DA Annual Report Council Package
5.	Attachment 5 - LMI Progress Overview

**CONTACT**

Andrea Ouse, Director of Community and Economic Development, (707) 648-4163

[andrea.ouse@cityofvallejo.net](mailto:andrea.ouse@cityofvallejo.net)

Kathleen Diohep, Economic Development Manager, (707) 553-7283

[kathleen.diohep@cityofvallejo.net](mailto:kathleen.diohep@cityofvallejo.net)

Erin Hanford, Admin Analyst II, (707) 648-5406

[erin.hanford@cityofvallejo.net](mailto:erin.hanford@cityofvallejo.net)

RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:

CITY OF VALLEJO  
OFFICE OF CITY CLERK, 3<sup>RD</sup> FLOOR  
555 SANTA CLARA STREET  
VALLEJO, CA 94590

ABOVE SPACE FOR RECORDER'S USE

ACKNOWLEDGEMENT OF DEVELOPMENT AGREEMENT  
FIRST EXTENSION

THIS ACKNOWLEDGMENT OF DEVELOPMENT AGREEMENT FIRST EXTENSION (the "Acknowledgment") is executed as of October \_\_, 2015, between LENNAR MARE ISLAND, LLC, a California limited liability company("Developer") and the CITY OF VALLEJO, a municipal corporation ("City").

City has received a request dated July 10, 2015 from Developer that City acknowledge the First Extension to the term of that Development Agreement for Mare Island dated September 12, 2001, entered into between City and Developer, as amended by the First Amendment dated November 30, 2004 (the "Development Agreement").

The City has performed an annual review of Developer's good faith compliance with the terms of the Development Agreement over the past 14 years since the Development Agreement was entered into and each year City has determined that Developer has been in good faith compliance with the Development Agreement, including the City's most recent determination of Developer's compliance on June 1, 2015.

Pursuant to Section 1.3.2 of the Development Agreement, City acknowledges and finds that Developer has no uncured material default, as that term is defined by the Development Agreement, which would enable City to deny, condition or shorten the term of the Development Agreement. Accordingly, the City and Developer acknowledge that the term of the Development Agreement shall continue to run from the Initial Term expiration of September 11, 2016 through the First Extension of September 11, 2021 as defined under the Development Agreement.

None of the rights or obligations of City or Developer under the Development Agreement are modified by this Acknowledgment.

DEVELOPER: LENNAR MARE ISLAND,  
LLC, a California limited liability company

CITY OF VALLEJO,  
a municipal corporation

By: Lennar Homes of California, Inc.,  
a California corporation,  
Its sole member

By: \_\_\_\_\_  
Daniel E. Keen  
City Manager

Name: \_\_\_\_\_

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

Title: \_\_\_\_\_

ATTEST:

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

By: \_\_\_\_\_  
Dawn Abrahamson  
City Clerk

APPROVED AS TO CONTENT:

(City Seal)

\_\_\_\_\_  
Andrea Ouse  
Community and Economic Development  
Director

APPROVED AS TO FORM:

\_\_\_\_\_  
Claudia Quintana  
City Attorney

Note: Please acknowledge signature(s) before a Public Notary on 8 ½ x 11 inch sheet.

**LENNAR MARE ISLAND (LMI) ACTIVE AGREEMENTS FOR MARE ISLAND**

**LAND / ACQUISITION AGREEMENT**

Agreement and Parties	Purpose / Description	Status / Term
ACQUISITION AGREEMENT ( <b>AA</b> ), dated 12/21/1999  Between City and LMI	Describes terms and conditions related to LMI's acquisition and development of approximately 677 acres of Mare Island, including LMI's obligations to complete the entitlement process, accept transferred property, maintain the property, perform public improvements, fund municipal services, and rehabilitate buildings. LMI to control leasing activity and retain lease revenues for investment into the conversation of Mare Island, subject to City's participation in percentage of gross lease revenue.	Terminates the EARLIER of the closing date of LMI's Participation Buyout Right OR the Final Sale Date. (12.1) LMI's Participation Buyout Right defined as after Project Completion Date (when all Property conveyed in fee to third parties or leased on 5+ year terms), LMI may buy out COV right to receive City Participation Payment. (4.4.3)
ACQUISITION AGREEMENT 10TH AMENDMENT, dated 1/1/2005	Conformed the Acquisition Agreement to the Early Transfer Agreements, including delays, additional LMI costs, and additional property transfers.	See original AA.
FACILITY AGREEMENT, dated 3/26/2002  Between City and LMI	Sets terms on which the City will occupy the City Occupied Facilities, as defined in the Facilities Agreement. This agreement is to be incorporated into the Acquisition Agreement.	The City continues to occupy and maintain various facilities on Mare Island.

**DEVELOPMENT AGREEMENT**

DEVELOPMENT AGREEMENT ( <b>DA</b> ), dated 9/12/2001  Between City and LMI	Establishes long term vested rights to develop a portion of Mare Island, extensive demolition and infrastructure investment and funding obligations and additional conditions and requirements. Requires annual compliance review of agreement.	Initial term expires 9/11/2016. Agreement has three 5-year extension options, provided LMI delivers written request to COV between 120-270 days prior to expiration of current Term (1.3.2) (270 days prior = 12/16/15)  Initial Term: 9/12/01 - 9/11/16 First Extension: 9/12/16 - 9/11/21 Second Extension: 9/12/21 - 9/11/26 Third Extension: 9/12/26 - 9/11/31
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**LENNAR MARE ISLAND (LMI) ACTIVE AGREEMENTS FOR MARE ISLAND**

<p>ENVIRONMENTAL SERVICES COOPERATIVE AGREEMENT (<b>ESCA-East</b>), dated 4/16/2001</p> <p>Cooperative Agreement No N68711-01-M-DC-1047</p> <p>Between Navy and City</p>	<p>Agreement facilitated early transfer and immediate reuse of approximately 650 acres (the Eastern Early Transfer Parcel - EETP) by allowing the City to perform certain environmental remediation activities and redevelopment simultaneously. The agreement gave the City full access and control of the EETP and allowed the Navy to transfer fee title to the EETP at an earlier date than could otherwise be achieved. The Navy agreed to provide grant funds (approximately \$78 million) to the City to address certain Navy-Retained Conditions and the City agreed to perform the Environmental Services subject to this Agreement. The Navy retained certain obligations, including responsibility for payment to complete the cleanup in the event the grant funds and insurance proceeds were exhausted before the cleanup was completed.</p>	<p>Terminates when all Investigation Areas (IAs) within the EETP have received regulatory closure certification, and the warranty required by CERCLA Section 120 has been issued for all EETP IAs. As of mid-2015 more the 60% of the property covered by "Early Transfer" has received a "No Further Action" letter from the regulatory agencies per LMI records.</p>
<p>ESCA- EAST - 1st AMENDMENT, dated 4/23/2012</p>	<p>Provides an additional \$8 million of grant funding from the Navy to the City to remediate Known Conditions that were not remediated before the ESCA and associated insurance funding for Known Conditions were exhausted.</p>	<p>See original ESCA-East.</p>
<p>ESCA- EAST - 2nd AMENDMENT, dated 8/1/2014</p>	<p>Provides an additional \$399,000 of grant funding from the Navy to the City to allow additional long term monitoring activities.</p>	<p>See original ESCA-East</p>
<p>THE MARE ISLAND REMEDIATION AGREEMENT (<b>MIRA East</b>), dated 4/16/2001</p> <p>Between City and LMI</p>	<p>Assigned the City's obligations under the ESCA East to LMI, including the responsibility to oversee the clean-up of the EETP (650 acres).</p>	<p>See <i>ESCA-East termination description</i>. Also, any LMI obligations required to maintain City's compliance under the Consent Agreement and applicable Closure Plans shall survive the termination of this Agreement until satisfied.</p>
<p>MIRA EAST - 1st AMENDMENT, dated 4/18/2012</p>	<p>Assigned City's obligations under the ESCA East 1st Amendment to LMI.</p>	<p>See original MIRA East.</p>
<p>MIRA EAST – 2nd AMENDMENT, dated 8/1/2014</p>	<p>Assigned City's obligations under the ESCA East 2nd Amendment to LMI.</p>	<p>See original MIRA East.</p>
<p>CONSENT AGREEMENT, dated 4/16/2001</p> <p>Between LMI, City and State of California's Environmental Protection Agency, Department of Toxic Substances Control (DTSC)</p>	<p>Establishes process for obtaining regulatory closure from DTSC for remediation of hazardous materials for each EETP "Investigation Area" conveyed by the Navy to the City, and then from the City to LMI. Also addresses the need for and provision of specific support for the early transfer from the State of California.</p>	<p>The obligations of Agreement terminate, except for the Owner's obligation to pay DTSC oversight costs for activities conducted before the Agreement terminated, when Owner's receives written notice from DTSC that Owner has complied with all the terms of the Consent.</p>

**ADDITIONAL ENVIRONMENTAL AGREEMENTS**

<p>WATER BOARD ORDER, dated 10/22/2002</p> <p>California Regional Water Quality Control Board, San Francisco Bay Region (Water Board), Order R2-2002-0105 among the Water Board, Navy and LMI</p>	<p>Applies to cleanup of petroleum contamination within the EETP. Sets forth procedures through which cleanup will be accomplished, and recognizes the role of DTSC, the Consent Agreement, and the need to coordinate to achieve cleanup of the EETP.</p>	<p>The agreement will continue until terminated by rescission of the Order.</p>
<p>CONSENT AGREEMENT, dated 12/20/2001</p> <p>Between the United States Environmental Protection Agency (USEPA) and the US Navy, with the City and LMI as interveners.</p> <p>USEPA Docket TSCA-9-2002-0002</p>	<p>Establishes USEPA's authority to regulate polychlorinated biphenyl (PCB) contamination under the Toxic Substances Control Act (TSCA). Limits USEPA's regulatory authority on the EETP to PCB contamination under TSCA.</p>	<p>Once closure is achieved for all EETP IAs, recognizing resolution of TSCA issues, the order is terminated.</p>
<p>FISCAL AGENT AGREEMENT (FAA), dated 4/26/2001</p> <p>Between City, LMI and First American Title Guaranty Co</p>	<p>Provides First American as the third party escrow holder of funds received from the US Navy grant related to the early transfer of the EETP. Describes how instructions for investment of funds will be provided to First American, the establishment of escrow accounts, and the process for disbursement of funds.</p>	<p>Terminates when funds in escrow accounts are exhausted, or 20 years from the effective date of the agreement, whichever comes first. If ESCA is terminated but funds remain, the City may instruct First American to liquidate the escrow accounts and return the funds</p>
<p>FISCAL AGENT AGREEMENT - 1st AMENDMENT, dated 4/18/2012</p>	<p>Provides for First American to accept and disburse additional grant monies received from the Navy related to the ESCA 1st Amendment.</p>	<p>See original FAA.</p>
<p>FISCAL AGENT AGREEMENT – 2nd AMENDMENT, dated 8/1/2014</p>	<p>Provides for First American to accept and disburse additional grant monies received from the Navy related to the ESCA 2nd Amendment.</p>	<p>See original FAA.</p>



RECEIVED

JUL 10 2015

ECON. DEV. DIVISION  
CITY OF VALLEJO



July 10, 2015

Via Personal Delivery and Electronic Mail

Mr. Dan Keen  
City Manager  
City of Vallejo  
555 Santa Clara Street  
Vallejo, CA 94590

Re: Mare Island Development Agreement (“DA”), between  
Lennar Mare Island (“Developer” or “LMI”) and the City of Vallejo (“City”)  
Recordation Date – September 12, 2001 (the “Effective Date”)

Dear Mr. Keen:

In September of 2001, the City of Vallejo and LMI entered into the DA that, along with a tremendous spirit of partnership and shared goals, has created a foundation for development and facilitated the transformation of the west coast’s oldest naval base into a mixed-use, economically self-sustaining and truly unique community in the Bay Area region. Progress to date has included the creation of hundreds of businesses and thousands of jobs, the investment of hundreds of millions of dollars in infrastructure, new construction and building rehabilitation, the establishment of residential neighborhoods, development of parks and pedestrian corridors, preservation of historic resources and the reuse of the Mare Island’s waterfront and dry docks. This progress has not come without its challenges, the ongoing environmental cleanup and national recession being two examples, but LMI and the City have remained steadfast in their commitment to Mare Island and to the community’s vision for its future.

It is with this same spirit and commitment that LMI is pleased to be seeking to exercise the First Extension to the DA, pursuant to Section 1.3.2 of the DA. The Initial Term is for 15 years from the Effective Date, with three (3) additional five (5) year extension periods if requested by LMI, unless the City finds, based on substantial evidence, that LMI is in an uncured material default under the DA. For the past 14 years the City has consistently determined, following a comprehensive annual review process, that LMI is in good faith compliance with the terms and obligations of the DA. The City’s most recent finding of compliance concluded on June 1, 2015.

While the current expiration of the DA is September 11, 2016, and the DA sets forth a timeline for the timely extension request to be made (120-270 days prior to the expiration under Section 1.3.2(a)), acting on this extension request at this point will allow both LMI and the City to take advantage of the improving economy, continue to invest in buildings and infrastructure on Mare Island and provide certainty and stability to the development process for both LMI and 3rd-party investors (existing and future, commercial and residential).

LENNAR MARE ISLAND

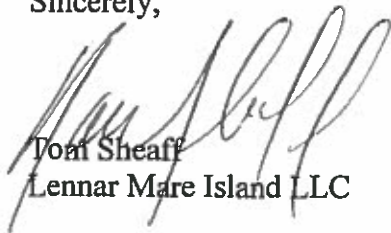
690 Walnut Avenue, Suite 100 Vallejo, California 94592

707.562.4000 tel 707.562.4002 fax

Please accept this letter as our formal request for the First Extension. We note that this request is being made within the 90-day period of the recently concluded June 1, 2015 DA Annual Review, and the City has found LMI in compliance with the DA, under Section 1.3.2(d) of the DA, which allows the City to act on the extension request now.

LMI looks forward to working with your team to complete this process, and continue with the job at hand. I will follow up shortly. In the meantime, if you have any questions, please do not hesitate contact me. Thank you.

Sincerely,



Tom Sheaff  
Lennar Mare Island LLC

- cc: Claudia Quintana, City Attorney
- Andrea Ouse, Community and Economic Development Director
- Kathleen Diohep, Economic Development Manager
- Erin Hanford, Economic Development Project Manager
- Lisa Theunissen, LMI





**MEMORANDUM  
PLANNING DIVISION**

**DATE:** June 1, 2015  
**TO:** City of Vallejo Planning Commission  
**FROM:** Craig Whittom, Interim Community and Economic Development Director  
Andrea Ouse, Planning Manager  
Michelle Hightower, Senior Planner  
**SUBJECT:** Lennar Mare Island, LLC - 2014 Annual Review (DA #15-0001)

**Item No.:** 11A

**Background**

In September 2001, the City entered into a Development Agreement (DA) with Lennar Mare Island, LLC (LMI) for the development of approximately 670 acres on Mare Island. The City determined that by entering into the DA, it would promote orderly growth and quality development on Mare Island in accordance with the goals and policies set forth in the Mare Island Reuse Plan and Specific Plan. The City will also benefit from increased employment, commercial, housing and recreational opportunities created by the Development Project for Vallejo residents.

Pursuant to Vallejo Municipal Code Chapter 17.20 and Article V, Annual Review of the DA, LMI is required to prepare and submit an Annual Review of their development activity to the Development Services Director. Such review is to be initiated during the month of March each year, commencing with March 2002. The Development Services Director, referred to as the Economic Development Director per Ordinance No. 1641, Section 13 adopted by the Vallejo City Council on April 26, 2011, and retitled Community and Economic Development Director (Director), is required to determine if the DA is being performed in accordance with its terms and conditions, and to notify LMI and the Planning Commission in writing of such determination. If the Director is satisfied with the Annual Review and determines that LMI is in compliance, the review for that period is concluded. However, if the Director is not satisfied that LMI is in compliance with the DA, the matter is referred to the Planning Commission for action. [See Vallejo Municipal Code (VMC) Sec. 17.20.030(B)].

**2015 Annual Review**

In February 2015, staff submitted a written notice to LMI to initiate the 2015 Annual Review for activity performed in 2014. Staff received a Draft letter dated March 25, 2015 providing the Annual Review for 2014 and on April 22, 2014, requested additional information and clarification to support the review. Based on a review of the revised letter dated May 18, 2015 and all documentation available, the Director is satisfied that the Development Agreement is being performed in accordance with its terms and conditions. This memo serves as notification to the Planning Commission of that determination pursuant to Vallejo Municipal Code Section 17.20.030. Therefore the 2015 Annual review for the year 2014 is concluded. The 2015 DA Annual Review Letter and attachments are provided for your review. No Planning Commission action is required.

**ATTACHMENTS:**

1. Lennar Mare Island, LLC 2015 Annual Review Letter and Attachments
2. 2002 Development Agreement between Lennar Mare Island, LLC and City of Vallejo (Available Upon Request)

May 18, 2015

Ms. Michelle Hightower  
Senior Planner  
City of Vallejo  
555 Santa Clara Street  
Vallejo, CA 94590



Re: 2015 Annual Review (for calendar year 2014)  
Mare Island Development Agreement

Dear Ms. Hightower:

The 2014 highlights are as follows:

- Employment continued to steadily rise. As of December 2014, Mare Island now has 2,352 full-time jobs, an increase of more than 10% since 2013.
- Occupied square feet exceeds over 3.6 million, an increase of over 200,000 square feet since 2013.
- Over 105 businesses call Mare Island home.
- Touro opened a new School of Nursing
- The \$20 million Ferry Facility, which will include future passenger loading and unloading, commenced construction.
- The City of Vallejo continued building demolition and the process for selecting a developer for the North Island.

As contemplated by Section 5.2 of the Development Agreement by and between the City of Vallejo ("City") and Lennar Mare Island, LLC ("Developer") dated September 12, 2001, as amended, (the "Development Agreement"), and Chapter 17.20 of the Vallejo Municipal Code (the "Municipal Code"), Developer hereby initiates the annual review of the Development Agreement. Section 17.20.010 of the Municipal Code contemplates that the Development Services Director will begin the process on an annual basis by sending written notice to the developer. This review is being initiated in conformance with the Development Agreement. LMI has paid the estimated \$600.00 processing fee to initiate the review. Section 5.2 of the Development Agreement, states that Developer shall provide evidence as determined necessary by the Development Services Director to demonstrate good faith compliance with the provisions of the Development Agreement. Section 17.20.030 of the Municipal Code provides that the Development Services Director shall receive such input and if satisfied that the Development Agreement is being performed in accordance with its terms and conditions, Development Services Director shall notify the Planning Commission and Developer of such determination, and the review for that period is thereby concluded. As set forth in detail below on a section-by-section basis, Developer is in good faith compliance with the terms and conditions of the Development Agreement. Please note that certain sections provide factual statements

LENNAR MARE ISLAND

690 Walnut Avenue, Suite 100 Vallejo, California 94592

707.562.4000 tel 707.562.4002 fax

or define terms and requirements and do not require detailed information. Many sections of the Development Agreement (including 1.1, 1.2, 1.3, 2.1.1, 2.1.3, 2.3.1, 2.3.2, 2.3.5, 2.3.6, 2.3.7, 2.3.8, 2.3.10, 2.3.11, 2.10, 2.12.1, 2.12.5, 3.1.2, 3.1.5, and 3.1.6) are informational only.

**Section 1.4 provides that Developer shall at the time of each annual review submit to the City any proposed changes to the Projected Entitlements, the Schedule of Performance, and the intended build-out schedule of the portions of the Project that have not yet been completed.**

Developer is in compliance with Section 1.4 of the Development Agreement. The City approved the Mare Island Specific Plan Amended and Restated (SPA) on December 6, 2005 following certification of the FSEIR (Final Subsequent Environmental Impact Report) and approval of the General Plan Amendment. The SPA included the island-wide Infrastructure Master Plan, and other elements critical to development. In September 2006, the Developer filed an application for another Specific Plan Amendment (SPA II) which amended the Specific Plan to implement a settlement agreement with the Vallejo Architectural Heritage Foundation. SPA II was adopted by the Vallejo City Council.

In June 2008, a third Specific Plan Amendment initiated by Developer ("SPA III"), which updated pedestrian and bicycle improvements, was adopted by the City Council.

The schedule of performance continues to be impacted by two (2) significant matters, environmental clean up and market conditions. The current status of the schedule of performance through December 2014 is attached as Exhibit C. Developer and City continue to analyze infrastructure and the development program changes to accelerate rehabilitation buildings and infrastructure, including:

- Reuse of utilities and infrastructure where feasible.
- Elimination of streets where previously anticipated but due to further traffic analysis are no longer needed.
- Establishment of guidelines for certain utilities to remain in place over what is anticipated to be future private property.
- Construction Standards: The City and VSFCDD have agreed to allow construction standards to be flexible in recognition of the unique circumstances on Mare Island.

Environmental Cleanup: In 2011, in part due to the expiration of the Remedial Stop Loss Insurance Policy, the source(s) and amount of financial funding to be able to continue the environmental clean up were uncertain. In April 2012, an agreement between the Navy, the City, the Developer (LMI), the fiscal agent, and others was completed, and this agreement provided that the Navy dedicate an additional \$8 million to the cleanup of the Remaining Known Environmental Conditions on the Developer's property. In February 2013, the Navy approved the scope and budget associated with the new funding and LMI contracted for the work. On February 4, 2013, an agreement between the Developer and ERM-West, Inc. (ERM) to complete the Remaining Known Environmental Conditions





was executed. Since that time, the Navy, the City, the Developer and ERM have been working to complete the work in a timely and efficient manner.

During 2014, progress was made with the environmental cleanup of Mare Island, including regulatory agency concurrence on cleanup actions at seven (7) polychlorinated biphenyl (PCB) sites nine (9) fuel-oil pipeline (FOPL) segments, submission of over 50 Sampling and Analysis Plans, Cleanup Plans, Work Plans, Groundwater Monitoring Reports, Implementation Reports (ImRs) and Land Use Covenant (LUC) documents and continued investigation and remediation of numerous sites. The major document submissions to DTSC included, but were not limited to, the following:

Investigation Area(IA) B.1 – See attached map for IA locations.

1. Final, recorded, Investigation Area (IA) B.1 (Crane Test Area) land use covenant (LUC); Final IA B.1 Operations and Maintenance (O & M) Plan, and Final IA B.1 O& M Agreement

Investigation Area (IA) B.2-1

1. 2014 Annual Inspection Report for IA B.2-1 LUC Area

Investigation Area (IA) B.2-2

1. Geoprobe Soil Boring Program Report, Building 637 Area, IA B.2-2
2. Four quarterly Groundwater Monitoring Reports, Building 637 Area, IA B.2-2
3. Site Characterization Report and Request for Closure (RfC), Building 811 Area (non-Petroleum Hydrocarbon Issues), IA B.2-2

Investigation Area (IA) C1

1. Draft Final IA C1 Remedial Action Plan (RAP)
2. Draft IA C1 RAP Fact Sheet and Initial Study Documentation
3. Revised Groundwater Monitoring Plans for IR15, IR03 and IWPS4/T-2 OWS
4. Fourth Quarter / Annual 2013 Groundwater Monitoring Reports for Installation Restoration Program Site (IR) 03, IR15 and IWPS 4/T-2 OWS
5. First, Second and Third Quarters 2014 Groundwater Monitoring Reports for IR03, IR15 and IWPS4/T-2 OWS
6. Final Sampling and Analysis Plan Results, IA K Sediments Underlying a Portion of IR03,
7. Final Pilot Test Work Plan for IWPS 4/OWS T-2
8. Final Implementation Report (ImR) and RfC for FOPL Segments G1/10/7E and G1/6/7E
9. Final ImR and RfC for FOPL Segments Building 493 / 971 (G1/X/B493, G1/6/B971 and G1/X/BE10)
10. Addendum to ImR and RfC, FOPL Segment G1/4/BE3BE8
11. Final Data Gap Investigation, Building 207 and Buildings 85/87/89/271 FOPL Segments Final Data Gap Investigation and Request for No Further Action Determination, Building 207 and Buildings 85/87/89/271 FOPL Segments
12. Supplemental Soil-Vapor Sampling Work Plan, Buildings 85 and 87
13. Draft and Final Corrective Action Plan (CAP) for FOPL Segment H1/X/B207S



14. Final Site Characterization and Cleanup Action Summary Report (SCCASR), Building 69 PCB Sites UL#02 and UL#031
15. Draft and Final SCCASR, Building 483 PCB Site UL#02
16. Final Petroleum Hydrocarbon Corrective Action Plan (CAP) for Building 121, Rooms 101 and 103
17. Response to Comments Regarding Data Gap Investigation Report, Sanitary Sewer Sites in IAs C1 and C2

#### Investigation Area (IA) C2

1. IA C2 RAP
2. IA C2 RAP Initial Study (Combined with IA C2 Initial Study)
3. Revised Addendum to Final ImR, IR19, IA C2
4. Final Revised ImR for IR21 and Buildings 386/388/390 Area
5. Draft and Final Site Assessment Report and Remedial Action Work Plan, IR21 and Buildings 386/388/390 Storm Sewer Site
6. Site Characterization Report, Building 116 PCB Site UL#01
7. Response to Comments (RtC) and Revised Site Characterization and Cleanup Action Summary Report (SCCASR), Building 678 PCB Site AL#04
8. Draft and Final Cleanup Plan / Notification, Building 688 PCB Site UL#01
9. Final Supplemental Wipe Sampling Summary Report, Building 742 PCB Site AL#01
10. Revised Final SCCASR for PCB Site Building 742 PCB Site AL#01
11. Draft Cleanup Plan / Notification, Building 742 PCB Site UL#02
12. Final SCCASR, Building 742 PCB Sites UL#03 through UL#06
13. Addendum to Final SCCASR for PCB Site Building 746 AL#03
14. Corrective Action Implementation Report Underground Storage Tank (UST) M57 and FOPL E3/VAR/M57, Building 866 Area
15. Draft and Final CAP, Oil Houses 434 and 862 and Cistern 36
16. Phase I and II Site Investigation Report, Building 386 Oil Pipes

#### Investigation Area (IA) C3

1. 2014 Annual Inspection Report for PCB Sites with LUCs
2. Operation and Maintenance Plan (O&M Plan), IA C3 Black Granular Material (BGM) Triangle
3. Draft and Final Land Use Covenant, Buildings 516 AL#01 and 561 UL#01 PCB Sites
4. O&M Plan, Building 730 PCB Site AL#01

#### Investigation Area (IA) D1.2

1. Final Building 781 PCB Site AL#01, LUC Termination Report, IA D1.2
2. Final Executed and Recorded LUC Termination, Building 781 PCB Site AL#01,

#### Investigation Area (IA) D1.2

1. 2014 Annual Inspection Report for IA D1.2 LUC Commercial Area and PCB Sites, IA D1.2



Investigation Area (IA) D1.3 North

1. Release of Pre-Decision Covenant, Buildings 733 and 737 Area, IA D1.3 North
2. ImR and RfC, Building 84 UST-Lower, IA D1.3 Central

Investigation Area (IA) H2

1. Site Summary Report and RfC, UST Sites 231 and 243, IA H2
2. Draft and Final LUC IR10/IR13 Site, IA H2

During 2014, LMI initiated remedial investigations and/or remedial activities at:

- A) Sampling and Analysis, underlying a portion of IR03, IA C1
- B) Sampling and Analysis - 483 UL#01
- C) Initiation of CAP Implementation, Building 121, Rooms 101 and 103, Petroleum Hydrocarbon Remedial Actions
- D) Building 866 Area – Reconnaissance Groundwater Sampling and Well Installation and Monitoring UST M57 Site, IA C2
- E) Temporary Well Installation and Groundwater Monitoring, Building 144 OWS

During 2014, LMI completed remedial investigations and/or remedial activities at:

- I) Building 637 Area – Excavation and Offsite Disposal of Petroleum Hydrocarbon-Containing Soil (Continuation and Completion of Work Initiated in 2012), IA B.2-2
- II) First, Second and Third Quarter 2014 Groundwater Monitoring Events, Building 637 Area, IA B.2-2
- III) Sampling and Analysis, IA K sediments underlying a portion of IR03
- IV) IA C1 PCB Sites – Buildings 69 UL#03, 87 UL#01, 91 UL#01, 225 UL#01, IA C1
- V) Pilot Test Implementation and Performance Monitoring, IWPS4/T-2 OWS
- VI) IWPS4 / T-2 OWS, IR03 and IR15 – First, Second, Third and Fourth Quarter 2014 Groundwater Monitoring Events, IA C1
- VII) IA C2 PCB Sites - 742 PCB Site UL#03 through UL#06, Building 746 PCB Site UL#01 – PCB Site Characterization and Remedial Actions, IA C2
- VIII) Building 386 Oil Pipes, Characterization and Remedial Actions, IA C2
- IX) Building 382/388 FOPL Remedial Actions (Continuation and Completion of Work Initiated in 2012), IA C2
- X) IR21 and Buildings 386/388/390 Storm Sewer Site, Initiation and Completion of Remedial Actions, IA C2
- XI) Supplemental Soil Vapor Sampling, USTs 231-1 and 231-2 and 243-1 and 243-2, IA H2.

Annual Inspections for the 8 PCB-specific LUC sites in IA C3 and the commercial areas of IA B.2-1 and IA D1.2 were conducted. These Annual Inspection Reports were submitted to DTSC on March 31, 2014. In addition, new LUCs were executed with DTSC and Recorded at the Solano County Assessor/Recorder's office, including IA B.1 (Recorded in July 2014) and IR10/IR13 (Recorded in December 2014). The Release of the Pre-Decision Covenant for IA D1.3 North (Buildings 733 and 737) was recorded in





December 2014. Finally, the Release of the LUC that had been in place for Building 781 was recorded in December 2014.

However, there are a number of issues that have delayed, and could continue to delay, the progress of the environmental cleanup. First and foremost, Developer's environmental insurer has implemented a claims handling process that takes years to make coverage determinations and resolve costs of claims. Secondary issues include the complexity associated with multi-agency review, the possibility of cross contamination and the Navy-retained conditions on Mare Island yet to be cleaned up and transferred. Developer, the City and the Navy are working cooperatively to continue coordination island-wide.

Land Use Covenants ("LUC's"). DTSC and LMI continue to make progress on LUC issues, which will aid with the overall closure of the remaining IAs. In 2015, LMI is planning on finalizing LUC issues and completing remedial investigations and/or actions at numerous "unknown" environmental condition sites, including the Building 207 Area FOPLs, the Building 85/89/271 Area FOPLs, Oil Houses 434 and 862 and Cistern 36, various PCB Sites (Buildings 87, 91, 116, 225, 483, 688, 742 and 746), and the B144 Oil Water Separator site in IA C3. In addition, we plan to apply, provide documentation and obtain No Further Action (NFA) certification for IAs B.2-2 and H2.

Overall Economy: At the end of 2014, the State of California was continuing to show signs of an economic recovery from its recent economic slump with a decrease in unemployment and home foreclosures compared to a year ago. Solano County as compared with the rest of the Bay Area, continues to recover at a slower pace. Other key statistics are as follows:

<u>Unemployment Rates</u>	<u>Dec 2013</u>	<u>Dec 2014</u>
State of California	8.3%	6.8%
Solano County	8.3%	6.6%
Vallejo	10.3%	8.9%

<u>Commercial Vacancy Rates</u>	<u>Dec 2013</u>	<u>Dec 2014</u>
Solano-Napa Industrial	8.1%	5.8%
Solano-Napa Office	22.1%	20.0%

<u>Residential Home Price</u>	<u>Dec 2013</u>	<u>Dec 2014</u>
Median – Solano County	272,000	305,000

Commercial Activities: Commercial building rehabilitation commenced in 2001. Since that time, Developer has improved over 86 buildings. Examples of improvements to several buildings that were improved in 2014, and a short summary of occupancy status is shown below.

Rehabilitation initiated in 2013, completed in 2014:

- Bldg 117, 1080 Nimitz Avenue. 100% occupied.
- Bldg 112, 1175 Nimitz Ave., 75% occupied.



- Bldg 1310, 1175 Railroad Avenue, 100% occupied.
- Qtrs 17, 985 Walnut Avenue, 100% occupied.
- Dry Docks 2 and 3, 1080 Nimitz Avenue, 100% occupied.
- Bldg 58, 1110 Railroad Avenue, 100% occupied.
- Bldg 459, 690 Walnut Avenue, 90% occupied.
- B149, 853 Waterfront Avenue, 100% occupied.
- B151, 851 Waterfront Avenue, 0% occupied.

#### Rehabilitation initiated in 2014

- B223: 500 Connolly Street, 100% occupied.
- B126: 1101 Nimitz Avenue, 80% occupied.
- B523: 785 Walnut Avenue, 100% occupied.
- B527: 685 Walnut Avenue, 100% occupied.
- B760: 1091 Azuar Drive, 100% occupied.
- Qtrs C, D, E, K, H: Walnut Avenue, 0% occupied. (earthquake repairs)
- Dry Dock 4: Nimitz Avenue, 100% occupied.

The building rehabilitation and/or tenant improvements varied in scope, but included one or more of the following: Metering for utilities, life safety, ADA, energy efficiency, painting, shell improvements, structural upgrades, new roofs / major roof repairs, entries and exit doors, and HVAC systems. Site improvements such as paving, lighting, signage and landscaping have been completed. Developer will continue to respond to market demand and rehabilitate existing buildings to increase occupancy.

In 2014, Developer continued a major area of emphasis on roof repairs, window replacements, common area lighting, and historic resource preservation at a cost of over \$500,000. Preservation of historic resources continued with emphasis on water damage prevention and security. Since the Mare Island conversion has commenced, over 75 historic buildings and facilities, totaling more than 1.6 million square feet have been put back into reuse, including the following in 2014:

B690: 15,862 sqft  
 B527: 95,000 sqft  
 Qtrs H: 7,358 sqft

Several businesses continue to improve their properties including:

- Blu Homes – 1245 Nimitz Avenue
- Touro – Johnson Drive and B760, 1091 Azuar Drive
- Mare Island Dry Dock – 1080 Nimitz Avenue
- Enclos Corp – B126, 1101 Nimitz Avenue
- Veterans Administration – 201 Walnut Avenue
- Alstom – 210 Pintado Street
- Chip Carter – 875 Nimitz Drive
- Jerico Products – Nimitz Drive
- Pinnacle Power – 1170 Railroad Avenue
- Success Center – 1055 Azuar Drive



- Q Quarters – 1010-1142 Azuar Drive
- Performance Contracting – 500 Connolly Street
- Global Diving – 1080 Nimitz Avenue
- Precision Remotes – 1101 Nimitz Avenue
- PackagingArts – 700 Walnut Avenue
- Lifegear Design – 1195 Walnut Avenue
- Mare Island Golf Course – 1800 Club Drive

Residential Activities: The residential market continues to show signs that it is improving. LMI has received inquiries regarding available land, and as a result, LMI made residential homesites available to builders in 2014, and will continue to pursue builders in 2015. At the end of 2014, there were 34 new residents in the Q Quarters.

In the meantime, environmental clean up and related agreements with regulators and the Navy continue to move forward so that when market conditions allow, deliverable land will be available. Developer and the City continue to resolve several entitlement, mapping and infrastructure matters that will facilitate development. Examples include the completion of several Cultural Landscape Reports, revising plans for the 8C neighborhood, updated construction pricing, and re-engineering sewer systems. The Tentative and Final Map locations are shown on Exhibit D. A summary of final and tentative maps are as follows:

<b>Final Maps</b>	<b>Final Map Date</b>	<b>Status</b>
Commercial 1B	May 2003	100% sold
Residential 6A	Sept 2003	100% sold
Residential 6B	May 2005	5 of 66 lots remain
Residential 6C	Nov 2005	17 of 112 lots remain. The 17 remaining lots are on Navy property awaiting transfer.
Residential 8D	April 2006	Improvements complete. Land sale pending market conditions.
Residential 8B South	Dec 2007	Site grading per approved TM complete, underground and roadway improvements pending, subject to market conditions.
Comm'l / Civic Touro	Feb 2010	Sold to Touro March 2010.
<b>Tentative Maps</b>	<b>Tentative Map Date</b>	<b>Status</b>
Residential 8C	May 2004	Rough graded. Underground and roadway improvements subject to market conditions. LMI commenced the update to the engineering and improvement plans in 2014.
Residential 8A	May 2005	No improvements. Progress subject to



		additional environmental clean up, Navy transfer, resolution of Bldg 84 and market conditions.
Residential 8B North	June 2005	No improvements. Progress subject to environmental clean up and market conditions.
Commercial, B253 Area	April 2007	Improvements in area are pending further analysis, and future submittals by LMI are subject to market conditions.
Commercial 2A	August 2007	Improvements pending further analysis, future submittals by LMI and market conditions.
Residential 4B/4C	June 2008	Improvements pending further analysis, future submittals by LMI and market conditions.
<b>Upcoming Tentative Maps</b>		<b>Status</b>
Farragut Village, Commercial Historic Core		Possible updated submission in 2015/2016, depending on market conditions.
Commercial North Waterfront		Possible updated submission in 2015/2016, depending on market conditions.
Commercial Central Industrial		Possible updated submission in 2015/2016, depending on market conditions.

All commercial mapping is impacted by delays associated with environmental clean up, market conditions, and land transfers from the Navy.

**Section 2.1.2 requires Developer to (a) construct infrastructure in accordance with the “Infrastructure Master Plan,” (b) submit a Demolition Phasing Plan within 120 days of the date of execution of the Development Agreement for approval by the City, and (c) seek to comply diligently and in good faith with the “cumulative job projection” set forth in Exhibit D.**

Developer is in compliance with Section 2.1.2 of the Development Agreement.

Section 2.1.2 (a): In 2014, Developer focused on completion of several infrastructure projects, including punchlist completion, in accordance with the “Infrastructure Master Plan” in the SP, including:

- Extension of fiber-optic cable was extended to the Bldg 680, 117 and 126 areas.
- Work commenced on Shared Parking Lot #3 (See shared parking lot exhibit attached.)
- Completion of Nimitz Storm Drain Replacement.
- Continued to coordinate with WETA at the new Ferry Facility Site.
- Design and approvals for the next phase of the Promenade.
- Nimitz Avenue Closure, including historic core improvements and a bus stop.





Section 2.1.2 (b): The first phase of demolition was submitted to the City and completed in 2003. The second phase of demolition was submitted to the City and completed in 2004. Three (3) more individual buildings were submitted in 2007, and demolition commenced on Buildings 729, 749, and 761. In 2008, Buildings 729, 749 and 761 were completed along with nine additional buildings. Prior to any building demolition, the building must be abated and cleared of any hazardous materials. The following is a summary of abatement and demolition projects from 2008 to 2014, along with a projected schedule through 2016.

Year	Buildings – Hazardous Material Abatement	Buildings – Demolition
2008	77A, 100, 100A, 102, 213, 259, 259A, 373, 409, 455, 489, 559,	231, 657, 729, 739, 775, 749, 761, 811, 839, 849, 866, 1331
2009	208, 376, 376A, 637	208, 376, 376A, 637
2010	117 mezzanine, 206, 417, 487, 529, 664A, 692, 810, 839	206, 321, 417, 529, 692, 810, 839, 1333, 4 container bldgs.
2011	Bldg 680 mezzanines & periscope shop	Bldg 680 mezzanine offices in support of Blu Homes New Lease
2012	689	689, 77A, B487 Boiler Room
2013	45 interior, 1310 exterior, 141, Qtrs E.	781 demolition. Island-wide pipe removal from commercial bldgs
2014	387, 631	387, 631
2015	569,	569, FA-04, S32-05/06
2016		592, S33-05/06/07

Section 2.1.2 (c): Developer continues to market commercial space on Mare Island. Mare Island job growth (as tracked by Developer via bi-annual job surveys) is submitted to the City twice each year, and the graph is attached. As of December 2014, there are 2,352 permanent jobs on Mare Island, and increase of 246 jobs permanent jobs from December 2013. This does not include contract employees, construction jobs, or Touro students. Occupied commercial square footage is approximately 3,600,000 square feet, an increase of 200,000 from 2013. This includes federal and private owners, lessees, and sublessees on Mare Island, for an estimated total of 105 businesses on Mare Island at the end of 2014.

Transactions: During 2014, the following businesses located to Mare Island: Americ, GVRD, Lifegear, Glen Cook Roofing, JBL Associates, Bennett Motor Express, Custom



Valve Solutions, The Robbins Company, Performance Contracting, and Precision Remotes.

Existing Business Expansion: A significant part of business activity in 2014 was the expansion of existing businesses, including Blu Homes, Jerico, Americ, Greene Motors, ABC Painting, Enclos, Touro, Lifegear, Custom Valve, Mare Island Dry Dock, Integrity Moving, and Solid Core Welding.

Commercial Availabilities are attached, along with the “Project Overview” flyer. Developer also has flyers on individual buildings. A brief summary of commercial marketing is as follows:

- Local Marketing: Includes an on-site office staffed with personnel familiar with the site and the complexities associated with Mare Island.
- During 2014, LMI continued its outreach to the brokerage community, the City of Vallejo, the Vallejo Chamber of Commerce, and the Solano Economic Development Corp.
- Outreach to regional brokers – the top Solano County performers were a big emphasis in 2014.
- Weekly on-site marketing meetings are focused on creating tenant ready space, prospect follow up, updating marketing materials, broker relations, tenant identification, and target industries. Methods of communications are primarily website, emails and mailings to brokers and tenants in competing markets.

**Section 2.2 requires Developer to comply with the Acquisition Agreement.**

Developer is in compliance with Section 2.2 of the Development Agreement. There have been 10 amendments to the Acquisition Agreement. The first 9 amendments were short time extensions in the 1999 to 2002 timeframe to accommodate the changing dynamics of the Mare Island development. The 10<sup>th</sup> amendment, in 2002 consolidated necessary changes related to the changing conditions, with emphasis and conformance with the “early transfer” agreements with the Navy and regulatory agencies. There were no amendments in 2014.

**Section 2.3.3 requires Developer to comply with all lawful requirements of, and obtain all permits and approvals required by, regional, state and federal agencies having jurisdiction over Developer’s activities in furtherance of the Development Agreement.**

Developer is in compliance with Section 2.3.3 of the Development Agreement. Developer works very closely with federal, state and local jurisdictional agencies involved in development activity and environmental clean up on Mare Island. Examples of this cooperation include the numerous submittals Developer has made to the USEPA, DTSC, discharge permits requested from and approved by the Regional Water Quality Control Board, BCDC permits which have been applied for, wetland encroachment permits being granted through the Army Corp of Engineers, State Lands Commission as well as the numerous submittals Developer has made directly to Solano County and the City of Vallejo. Current permits in place or renewed in 2014 include the following:



- United States Environmental Protection Agency Waste Generator Identification Number.
- Storm Water Pollution Prevention Program (SWPPP).
- Soil Disturbance Approvals.
- Hazardous Materials Management Program (HMMP).
- Land Use Covenants (LUC's) that have been recorded against the property in previous years continued in 2014. Where applicable, property owner compliance (annual inspections) was completed.
- San Francisco Bay Conservation and Development Commission Permit (BCDC).
- Bay Area Air Quality Management District Permits (11 different permits).
- Architectural Heritage and Landmarks Commission approvals.
- Tentative Maps – City of Vallejo Planning Commission.
- Grading and Improvement Permits – City of Vallejo.
- Demolition Permits – City of Vallejo.
- Building Permits – City of Vallejo.
- Administrative Use Permits – City of Vallejo.
- Unit Plans – City of Vallejo.

**Section 2.3.4 provides that Developer and the City will cooperate in good faith to establish an equitable and mutually satisfactory funding mechanism for the construction of certain transportation infrastructure improvements.**

Developer is in compliance with Section 2.3.4. Developer worked cooperatively with the City to assist with the formation of Community Facility Districts: a) CFD 2002-01 and b) CFD 2005 –1A, 1B. The lengthening development timeline, the state of the economy and the removal of taxable square footage from the property have caused revenues to stagnate. Developer and the City are currently studying the most effective ways to increase tax revenue and control costs. CFD 2005 includes Mello Roos bonding for the purpose of funding some capital improvements on Mare Island (these CFDs will also pay for maintenance of certain facilities on the island). A decision was made by Developer, and the City was formally notified (letter dated February 13, 2007), not to form a CFD with infrastructure bonding capacity in the commercial areas for reimbursement of infrastructure.

Grant Money: Developer and the City have also been successful in working together to secure federal funding for some of the critical infrastructure that is needed in order to successfully redevelop Mare Island. The EPA awarded the City a Water Infrastructure Grant for Mare Island (CFDA #66.606) in June of 2003. This grant, totaling \$3.2M (including a 45% local match paid by Developer), is specifically earmarked for rehabilitation of the existing sewer system on Mare Island. The City and Developer have also recently secured several smaller grants from HUD and the EPA. Developer and the City received \$650,000 in 2006, \$650,000 in 2007, \$650,000 in 2008, \$750,000 in 2009, and \$750,000 in 2010 for the Sanitary Sewer System. The sanitary sewer project commenced in 2010 and was completed in 2011. The City accepted the project in January 2012. In 2013, Developer worked with the City to obtain the Brownsfields



Community – Wide Assessment Hazardous Grant in the amount of \$200,000 for the environmental assessment of the North Island buildings.

**Section 2.3.9 requires the Developer to design and construct streets, roads, utilities, drainage systems, traffic control signs, markings, and signal systems, streetscape and street lighting according to engineering, design and construction standards as set forth in the Applicable Approvals, Future Approvals and Specific Plan.**

Developer is in compliance with Section 2.3.9 of the Development Agreement. The Development Agreement acknowledges that numerous issues will affect timing, including market conditions and environmental remediation. Developer has created defined shared parking areas in support of both existing and new businesses on Mare Island. Shared Parking Lot #2 was designated and improved in 2012 and is currently in use. In 2014, Developer:

- Submitted design plans for Shared Parking Lot #3 in 2013. Final approval is pending.
- The next Phase of Promenade Improvements (approx 450 feet) were approved by the AHLC and submitted to BCDC for approval. Construction of Shared Parking Lot #3 and the Promenade Improvements are expected to commence in 2015.
- Nimitz Avenue – completed the partial storm drain replacement.
- Completed the undergrounding of utilities at the intersection of Azuar and Club Drive.
- Nimitz Avenue closure at the Historic Core.

**Section 2.4 addresses residential density by limiting the number of residential units (as defined in Section 2.4) to 1,400 units unless subsequently approved by the City.**

Currently, there are 274 new homes built and sold, and there have been 10 sales of historic homes. Total = 284. For rent housing (Q Quarters) commenced in 2013, with 40 renovated rental homes available in 2014. No application has been made to increase the density. As a result of site and environmental constraints that either exist or may arise in the future, Developer may submit plans to geographically reallocate the 1,400 homesites and homes in the future.

**Section 2.5 requires the Developer to use the Infrastructure Phasing Plan attached to the Development Agreement as Exhibit C as the best estimate of development timing.**

Developer is in compliance with Section 2.5 of the Development Agreement and has provided the City with revised Infrastructure Phasing Plans as estimated development timing has changed. Infrastructure planning continues to be impacted by the environmental clean up program, parcelization and market conditions.





**Section 2.6 requires that all existing and new utilities on the Property be placed underground.**

Developer is in compliance with Section 2.6 of the Development Agreement in all cases that are technically feasible. Although all wiring will be below ground, there are several areas of Mare Island where the brackish nature of the ground water will require some switchgear and transformers to be above ground (to protect from corrosion).

In 2011, temporary, above ground electric power poles and conductors were installed west of Azuar Drive north of Kansas Street to the H-1 Landfill dewatering pumps as a mechanism to expedite commercial development around contaminated property. Above ground utilities will be removed when the permanent infrastructure is installed or sooner if they are no longer needed. No undergrounding of utilities occurred in 2014.

**Section 2.7 requires Developer to comply with the requirements of the Americans with Disabilities Act and all other requirements of applicable federal and state laws with respect to the development of the Project.**

Developer is in compliance with Section 2.7 of the Development Agreement. New development and building rehabilitations on Mare Island address ADA requirements. In 2014, the Developer worked with the Building and Planning Divisions to address ADA access to historic resources using the Historic Building Codes and other applicable standards to facilitate ADA improvements for all stakeholders on Mare Island. ADA improvements occurred at B126 and B487. This program affects over 200 buildings on Mare Island, including the historic mansions. Improvements are implemented as leasing occurs.

**Section 2.8 provides that Developer will pay prevailing wages if and as required by applicable federal and state laws.**

Developer is in compliance with Section 2.8 of the Development Agreement. Developer is complying, and will comply, with all applicable state and federal laws regarding prevailing wages.

**Section 2.9 requires Developer to use good faith efforts to hire qualified Vallejo residents or former Mare Island Naval Shipyard employees for new positions created by Developer in its hiring of employees related to the development and management of the Project. To the extent feasible, Developer shall also require its independent third party contractors to do the same.**

Developer is in compliance with Section 2.9 of the Development Agreement. Developer includes language in most leases and contracts on Mare Island that requires the businesses to use best efforts to hire qualified Vallejo residents for the new positions



created by new businesses on Mare Island. Although vendors and businesses are not required to report the place of residence of their employees, informal interviews suggest that local hiring is preferred by many businesses. At the end of 2014, there were 2,352 permanent jobs on Mare Island.

**Section 2.11 provides that the City and Developer will cooperate to ensure that the requirements of the Homeless Assistance Act of 1994 with respect to the Property are complied with in the development of the Project.**

Developer is in compliance with Section 2.11 of the Development Agreement. The BRAC program established a Homeless Assistance program pursuant to the McKinney Act. The rules and regulation under the McKinney Act, as set forth with the City of Vallejo and the US Navy, established the Global Center for Success (GCS) on Mare Island. A lease was signed between the GCS and the City of Vallejo in November 2000, and the lease was assigned to Developer in April 2002. Developer met this requirement in the early stages of development and there are no additional requirements. However, the Developer continues to assist the GCS by assisting with fundraising, construction activities related to code compliance, painting of the building, and providing support for landscape, community garden and other projects.

**Section 2.12.1 sets forth the terms upon which the City's park dedication and fee ordinance may be satisfied by Developer, and outlines the existing parks and proposed parks.**

The status is outlined in Section 2.12.4 below.

**Section 2.12.3 requires the Developer to submit a park improvement plan prior to the commencement of improvements for each park listed in the previous section.**

Developer is in compliance with Section 2.12.3 of the Development Agreement. A park improvement plan was submitted prior to the commencement of improvements for the three parks that were transferred to the City in 2010; 1) Crescent Park, 2) Chapel Park, and 3) Alden Park. Prior to the commencement of any improvements to the parks listed in Section 2.12.4 not listed previously, Developer will submit a park improvement plan. In 2014, the Developer submitted Cultural Landscape Reports (CLR) for Club Drive Park and Farragut Plaza.

**Section 2.12.4 states that at the time of the filing by Developer of a final subdivision map on the parcel(s) immediately adjacent to each park listed in Section 2.12.1, the City and Developer shall enter into a mutually satisfactory improvement agreement for such park consistent with the standards set forth in the Development Agreement.**

Developer is in compliance with Sections 2.12.1 and 2.12.4 of the Development Agreement. The one potential exception to this compliance is Reuse Area 7, as



summarized below. The status of the parks is as follows:

- Crescent Park: This park was approved and completed as part of the 6A residential subdivision. In 2010, LMI transferred Crescent Park to the City.
- Reuse Area 7: Developer cannot develop this planned park area until closure on the property is attained by the Navy (this area is a “Navy retained condition”). The transfer and timing is beyond Developers control.
- Chapel Park: Approved by the Architectural Heritage and Landmarks Commission (“AHLC”) in 2005, along with the 6C map, and improvements were completed in 2008. Transferred back to the City in 2010. The Cultural Landscape Report (“CLR”) was approved in December 2013.
- Alden Park: The CLR approved by the AHLC in 2007, and the improvements were completed 2008. Transferred back to the City in 2010.
- Club Drive Park: The park was approved with the 8B south Final Map. Final improvement plans are pending. The City concurred that the final project schedule is subject to future market conditions. The CLR was submitted to the City and approved in 2014. The improvement plans are expected to be submitted to the City in 2015.
- Parade Grounds Park: Approved by the AHLC in 2008 with the 8A tentative map. Final completion subject to a Final Map which is delayed due to market conditions. The CLR is expected to be approved by the City in 2015.
- Officer’s Row: The CLR was submitted by LMI in 2013 and approved by the City in 2014.
- Farragut Plaza: The CLR was submitted by LMI in 2013 and approved by the City in 2014.

**Section 2.13 contemplates that the City and Developer have regular meetings during the term of the Development Agreement to discuss the progress of the development and construction of the Project.**

Developer is in compliance with Section 2.13 of the Development Agreement. Throughout 2014, Developer and the City conducted weekly and monthly meetings, as follows:

Bi-Monthly:

- Planning / Economic Development.
- Misc Meetings: On an as needed basis related to, for example, building improvements, infrastructure matters, and various submittals.

Monthly:

- Updates provided to the Architectural Heritage and Landmarks Commission.
- Participation in the Restoration Advisory Board meetings.
- Members of the City Council and senior City staff who focus on Mare Island-wide issues.



**Section 3.1.1 requires Developer to pay applicable fees when due.**

Developer is in compliance with Section 3.1.1 of the Development Agreement. In 2014, Developer paid \$53,474 in permit and other fees. Developer has paid approximately \$5.7 million in fees since the Development Agreement commenced.

**Section 3.1.3 states that the Developer may request the City establish a Community Facilities District or other public financing mechanism.**

Developer is in compliance with Section 3.1.3 of the Development Agreement. The City and Developer have established CFD's on Mare Island (The CFD 2002-1 addressing ongoing municipal services is outlined in Section 3.1.13 of this letter.) Additional CFD's (established in 2005) contain maintenance provisions for residential areas and a public financing element that has not been implemented as of the date of this letter. However, the public financing portion could be implemented in the future if feasible, and LMI and the City continue to hold open that possibility for the future.

**Section 3.1.4 requires Developer to be responsible for the formation of neighborhood associations if such formation is required by Applicable Law or mutually determined by the City and Developer to be needed.**

Developer is in compliance with Section 3.1.4 of the Development Agreement. CC&Rs and neighborhood associations are formed where applicable. The City and Developer work collaboratively to enforce CC&R's as applicable. No neighborhood associations were formed in 2014. However, Developer continues to hold regular meetings with stakeholders.

**Section 3.1.7 requires Developer to deliver to the City a financial summary and development status report for the Project on or before the fifteenth day of each month.**

Developer is in compliance with Section 3.1.7 of the Development Agreement. Developer delivers a financial summary and development status report to the City every month.

**Section 3.1.8 requires Developer to construct and install certain infrastructure in accordance with timeframe set forth in the Schedule of Performance.**

Developer is in compliance with Section 3.1.8 of the Development Agreement. The Development Agreement did not contemplate the ramifications of Early Transfer. The City of Vallejo through its Public Works Department and Developer have concluded that the current schedule is clearly impractical. Numerous delays, including environmental clean up and market conditions, have delayed infrastructure on Mare Island. A revised





phasing plan is attached. Developer provides infrastructure updates to the City. To date, infrastructure investment is in excess of \$115.7 million. In 2014, Developer completed several infrastructure projects as summarized in Section 2.1.2.

**Section 3.1.9 contemplates construction by Developer of certain tenant improvements that are reasonably determined by Developer to be necessary for the successful development of Mare Island.**

Developer is in compliance with Section 3.1.9 of the Development Agreement. Developer has performed in excess of \$19 million of rehabilitation and tenant improvements on Mare Island which has led to businesses locating to Mare Island. In 2014, approximately \$1,900,000 in tenant improvements and building improvements were performed in various buildings. This includes office and industrial buildings. Work includes asbestos and lead based paint removal, new roofs, fire and life safety improvements, implementing work associated with the Americans with Disabilities Act, building demolition, installation of building addresses, lighting retrofits to save electrical costs, other mechanical systems, general maintenance and repairs, and earthquake repairs.

Generally, the breakdown of improvements in 2014 performed by LMI can be categorized as follows:

- Tenant Improvements \$884,167 (See Page 7 – Commercial Activities)
- Building Improvements \$998,677 (See Page 7 – Commercial Activities and Page 14 – Section 2.7.)
- Building Demo / Land Improvements \$2,570,473 (See Page 9 – Section 2.1.2, Page 10 – Section 2.1.2b, Page 13 – Section 2.3.9, and Page 16 – Section 2.12.4.)

**Section 3.1.10 contemplates demolition by Developer of certain improvements that is reasonably determined by Developer to be necessary for the successful development of Mare Island.**

Developer is in compliance with Section 3.1.10 of the Development Agreement. Developer has performed demolition on hundreds of structures and other improvements on Mare Island to help facilitate the early stages of development. Specifically, over 450 residential structures within Farragut and Coral Sea Village were deconstructed in order to geotechnically surcharge the site and mitigate the underlying compressible subgrade materials in 2001. Since then, dozens of other structures have been deconstructed in order to provide accessibility to the planned parcels. Outdated infrastructure has been demolished and removed or abandoned in place. The SPA proposes additional demolition that will be required to reflect the SPA's Development Plan and meet City requirements. In 2014, work continued on several more commercial buildings to remove lead based paint and asbestos, which is necessary in advance of full demolition. Examples include buildings listed under Section 2.1.2 of this document.



**Section 3.1.11 requires Developer to manage the Project in accordance with the Approved Participation Model.**

Developer is in compliance with Section 3.1.11 of the Development Agreement. Developer has managed the project in accordance with the Approved Participation Model, subject to the delays referenced herein. Developer makes regular monthly payments to the City of Vallejo as required in this model, including \$259,000 in 2012, \$283,000 in 2013, and \$303,852 in 2014.

**Section 3.1.12 requires Developer to work cooperatively with the City and ensure, at no cost to Developer, the grant of easements to the City or other third parties that are necessary for the development of Mare Island and consistent with Developer's development of the Project.**

Developer is in compliance with Section 3.1.12 of the Development Agreement. Developer has been working cooperatively with the City of Vallejo, the Sanitation and Flood Control District, AT&T, BCDC and Island Energy and others to grant such easements.

**Section 3.1.13 contemplates the creation of a municipal services district and collection and payment by Developer of any special tax levied on the Property by such district until such time as such tax is placed upon the county tax roll for collection by the Solano County Tax Collector.**

Developer is in compliance with Section 3.1.13 of the Development Agreement. The City approved a special tax, creating a Community Facilities District (CFD 2002-1), which levies a special tax to cover these unfunded municipal services. Developer's special tax obligation to fund municipal services is expected to be in excess of \$30 million over the life of the project. Developer is currently working with the City in understanding the eventual elimination of the CFD special tax as well as establishing new districts for maintenance required in perpetuity (as discussed earlier in this report). Current analysis suggests that the CFD 2002-1 will not sunset (revenue will exceed costs) for at least several years. Commercial and residential absorption, slow environmental clean up, and lack of land transfers from the Navy have all affected the CFD 2002-1.

Absent a North Island developer, formation of a Benefit District (BD) has not been possible. In 2011, the Developer and City elected to suspend formation of the Benefit District and remove Developer requirements to create a BD until a developer and/or development plan is established for the North Island.

**Section 3.1.14 (Water Storage Payment) contemplates that the City shall design and construct an off-island water storage tank with sufficient additional capacity to accommodate the additional water demand attributable to the revised development plan for the Property resulting from the Developer's amendment to the Specific**

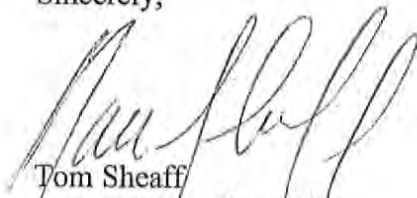


**Plan in excess of that amount permitted under the original Specific Plan. Three sources of funds were originally specified to pay for the design and construction of that portion of the off-island water storage tank attributable to the additional demand; 1) Benefit District, 2) City, and 3) Developer. As additional funds attributable to the additional demand are collected by the City, Developer shall be reimbursed for their contributions.**

Developer is in compliance with Section 3.1.14 of the Development Agreement. To-date, the pace of development has not justified an off-island water storage tank to be designed or constructed by the City. Additional water demand will continue to be evaluated by the City on a regular basis. The City and Developer suspended work on the proposed Benefit District. Absent a North Island developer, formation of a Benefit District has not been possible.

As demonstrated above, Developer is in good faith compliance with the terms and conditions of the Development Agreement. Accordingly, we respectfully request a written finding of such compliance be delivered by the City to Developer and the Planning Commission, thereby concluding the Annual Review process. Should you have any questions, please do not hesitate to contact me.

Sincerely,



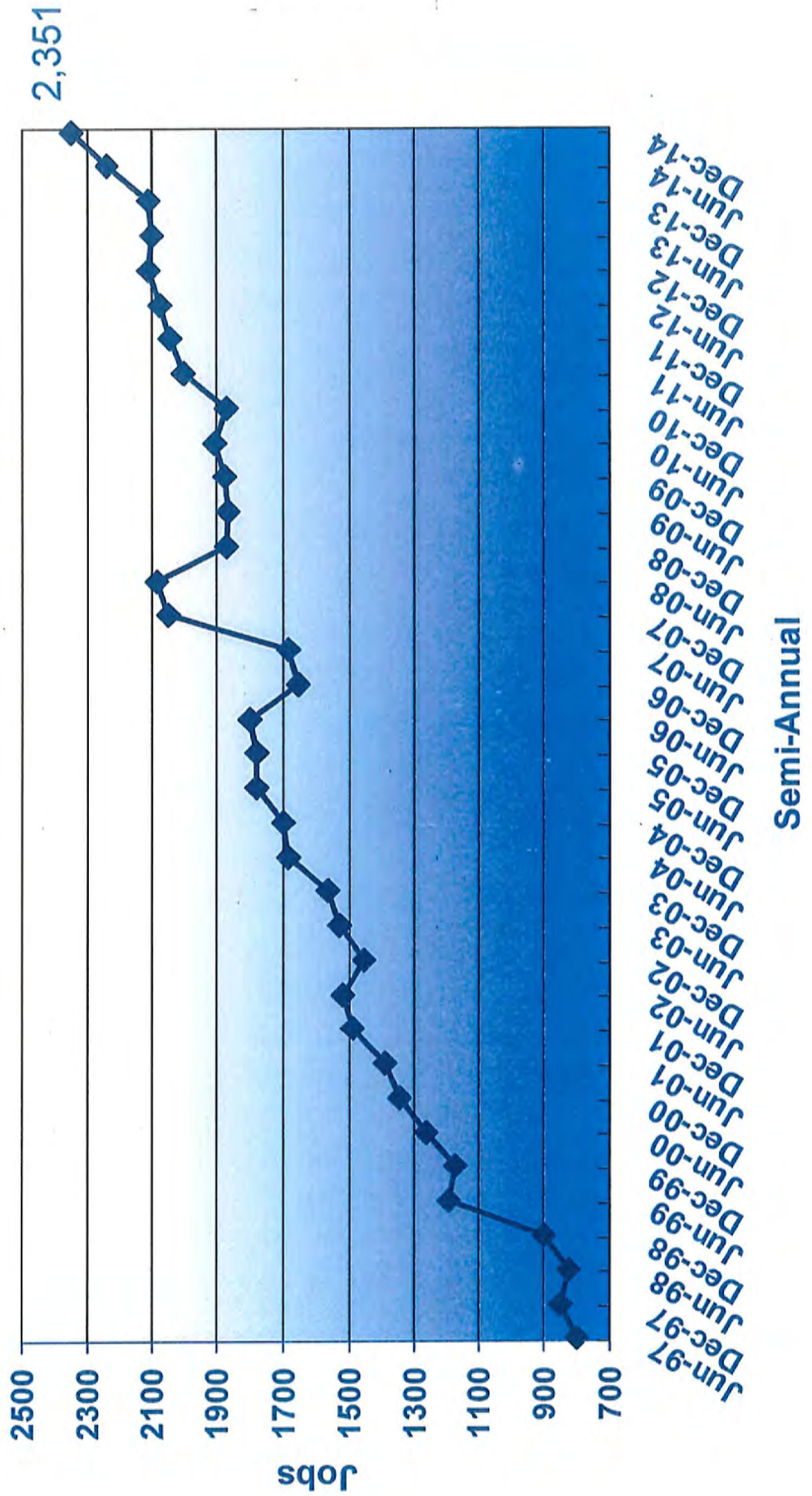
Tom Sheaff  
Lennar Mare Island LLC

Exhibits:      Job Graph – Exhibit A  
                    Infrastructure Phasing – Exhibit B  
                    Performance Schedule – Exhibit C  
                    Tentative Map Locations – Exhibit D  
                    Shared Parking Lots – Exhibit E  
                    Environmental / Investigation Areas – Exhibit F





June 1997 – December 2014





# EXHIBIT B

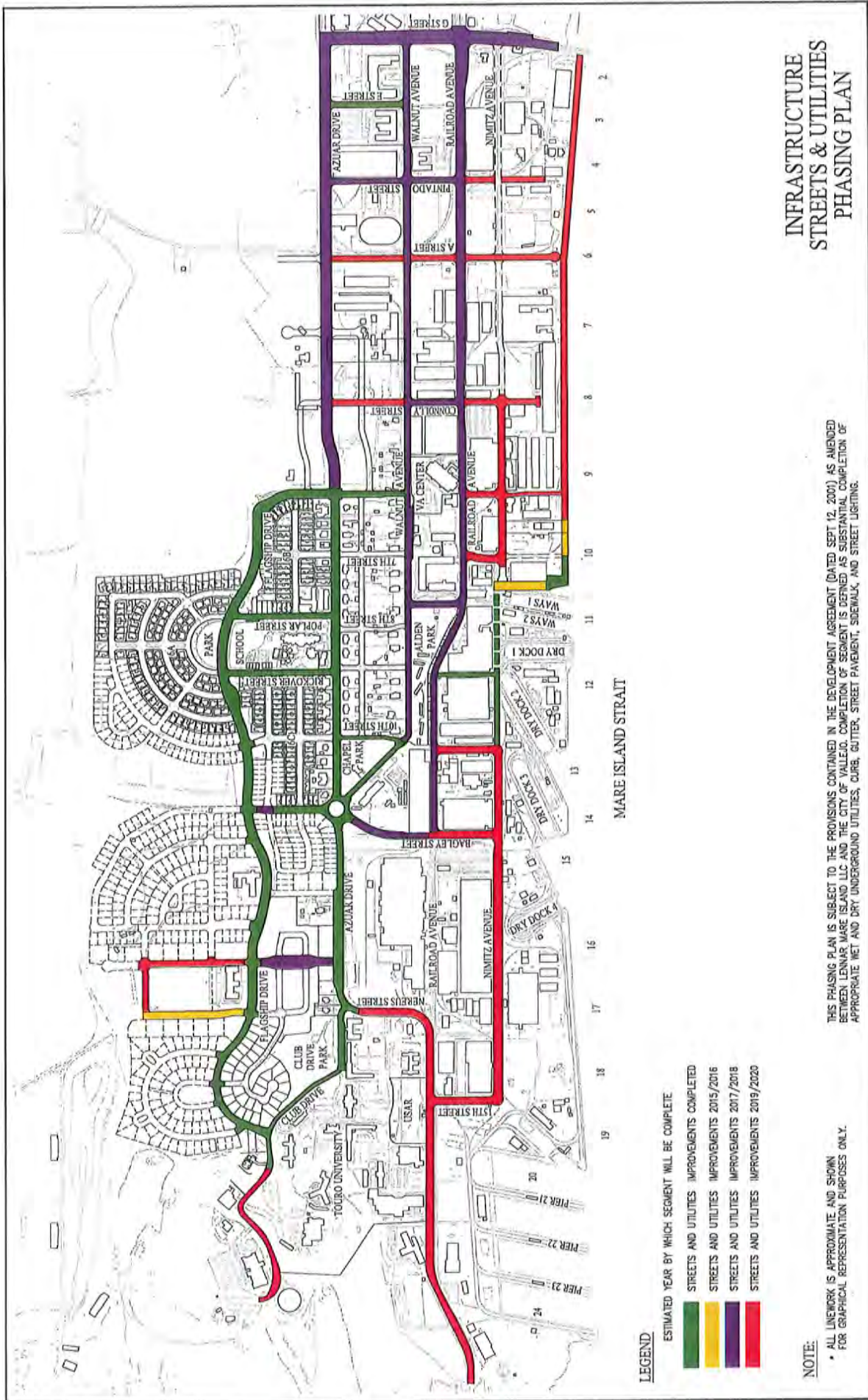


Exhibit C

Schedule of Performance  
Acquisition Agreement (10<sup>th</sup> Amendment, Exhibit 3)  
Updated Through 12/31/2014

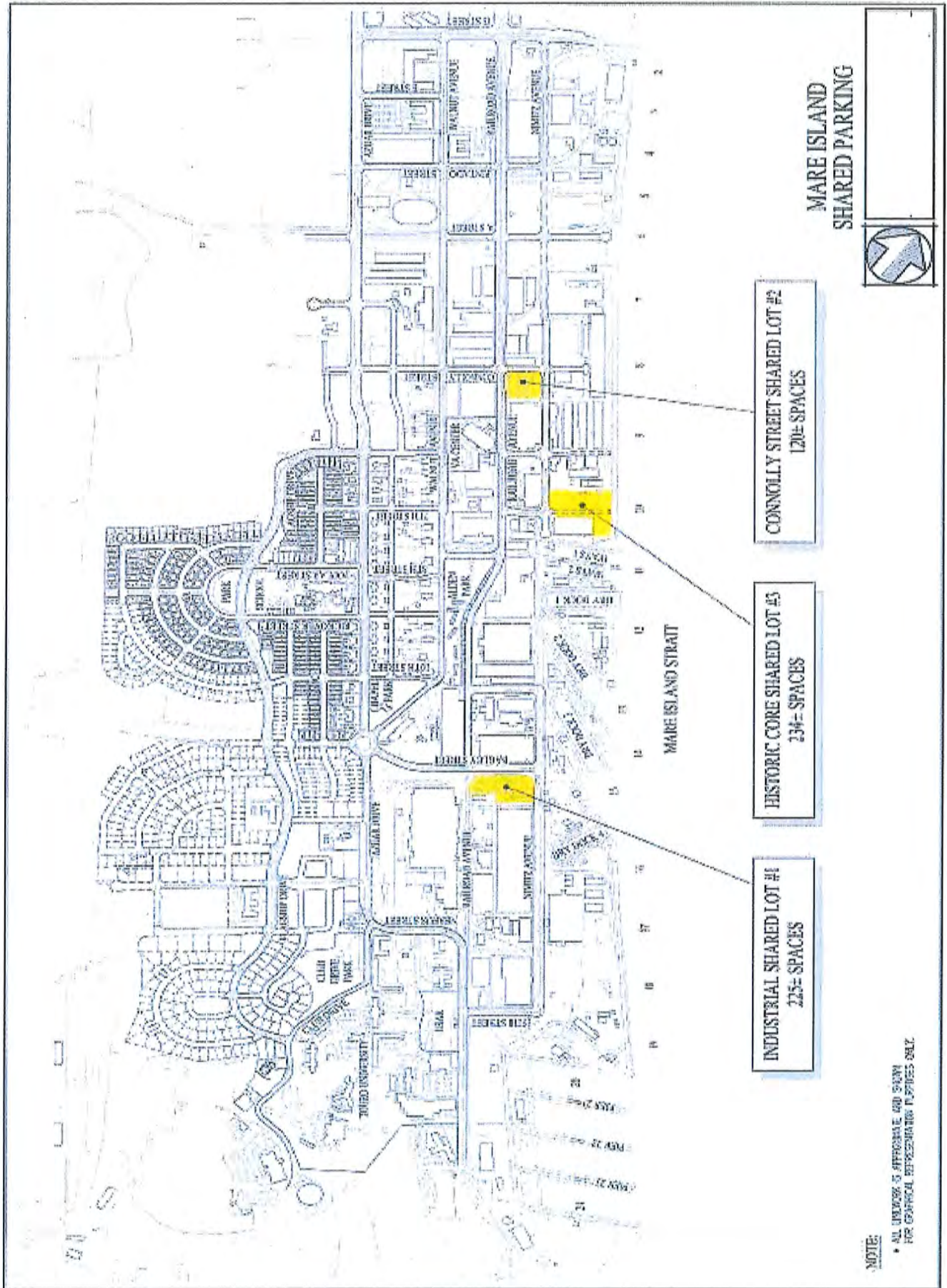
	Target	Actual
	<u>As of 12/31/14</u>	<u>As of 12/31/14</u>
Cumulative Jobs	6,340	2,351
Cumulative Investment	\$159,060,302	\$164,945,673
Cumulative Revenue	\$273,916,470	\$170,101,664







# EXHIBIT E



## MARE ISLAND SHARED PARKING



**NOTE:**  
 \* ALL USES ARE AFFORDABLE AND SHOWN FOR GENERAL REPRESENTATION PURPOSES ONLY.








# MARE ISLAND

Planning Commission  
Annual Review

June 1, 2015


MARE ISLAND

1



## Introduction

- Overview / Goals
- 2014 Progress
- 2015 Activities
- Questions





## Specific Plan / Primary Reuse Goals

- Create jobs and other economic development opportunities.
- Create a self-sustaining and multi-use community.
- Preserve and enhance the history of Mare Island.
- Use a variety of innovative economic development tools, including public-private partnerships.

MARE ISLAND

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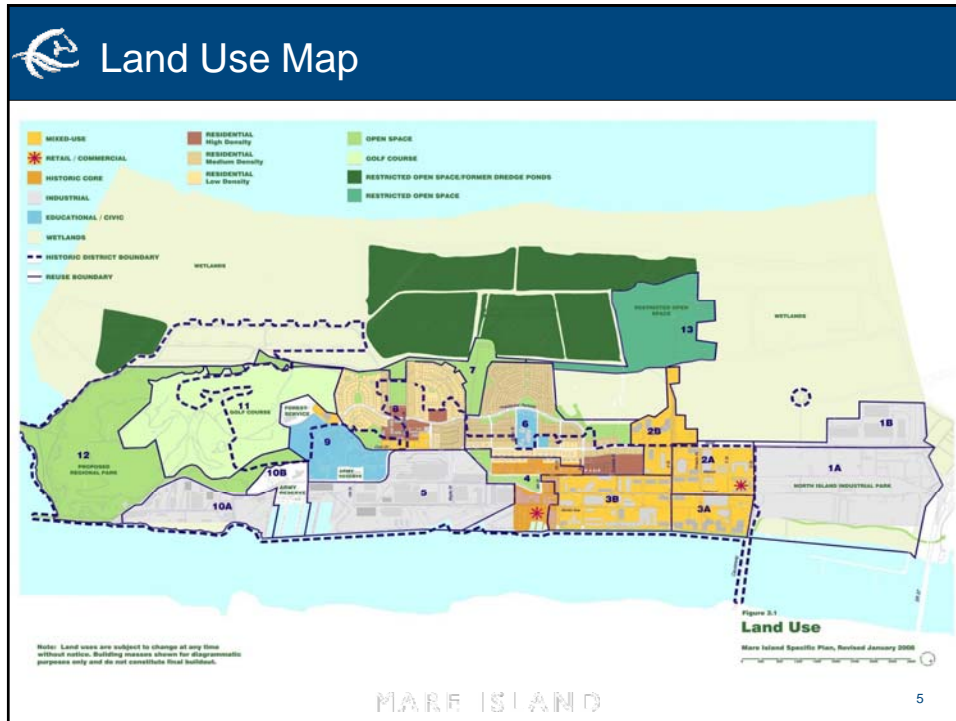


## Timeline

<u>Year</u>	<u>Activity</u>
1854	Mare Island Naval Shipyard established
1993	Base Realignment and Closure Commission (BRAC) recommends closure of Mare Island Naval Shipyard
1993	Community-based Mare Island Futures Committee Formed to plan Mare Island Reuse
1994	Mare Island Final Reuse Plan accepted
1996	Mare Island Naval Shipyard closed
1996	City of Vallejo completes the Reuse Plan
1997	Developer Selection (North Island, Golf Course, and Lennar Mare Island (LMI)
1998	LMI opens office and begins redevelopment activities
1999	Original Mare Island Specific Plan adopted
1999	Acquisition Agreement between LMI and the City approved
2001	Development Agreement between LMI and the City approved
2002	Funding for City Services established that insulates the City's General Fund
2002	Early Transfer of first 653 acres to LMI
2002	Parcelization, Infrastructure, and building upgrades
2002	begin. Commercial building rehabilitation begins
2003	Residential construction begins
2004	Mare Island Open for Public Access for the first time in over 150 years
2005	Specific Plan Amendment submitted for Public Review: Cultural Resources, Land Use, Urban Design, Transportation, Open Space Utilities, and Implementation
2005	Supplement Environmental Impact Report is issued
2007	Specific Plan Amendment is adopted
2008	50% of LMI property is cleared for reuse
2008	274 Residential homes built and sold
2009	Commercial Occupancy surpasses 3 million square feet
2010	Dry Docks re-opened 15 years after closure
2011	Blu Homes leases 256,000 sqft for new manufacturing operation
2013	Touro surpasses 1,500 students at their Mare Island Campus
2013	Blu expands to over 350,000 sqft, / 250 + jobs
2014	Ferry Service breaks ground on new facility that will lead to passenger
2014	service Over 2,300 jobs created
2014	Commercial occupancy surpasses 3.5 million sqft

MARE ISLAND

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## Specific Plan - Road Map to Development

In 1999, the City of Vallejo adopted a Specific Plan. LMI undertook a 5 year process of amending and restating the Specific Plan for the entire island. The Vallejo City Council approved the Amended and Restated SPA in 2007.

Chapters:

- Cultural Resources – 502 Historic Resources
- Land Use
- Urban Design
- Transportation
- Utilities
- Education
- Parks, open space
- Implementation
- Future Amendments




ISIA

6





## Progress to Date

- Approx. 104 businesses on the Island
- 2,352 jobs (Dec 2014)
- Over 3.5 million sq. ft. of occupied commercial space
- More than 65% of LMI parcel cleaned up and approved for reuse
- 274 homes constructed / 10 historic homes sold / 40 apartments leased
- Reuse of more than 75 historic buildings, representing more than 1.6 million sq. ft.

MARE ISLAND

## Investment to Date

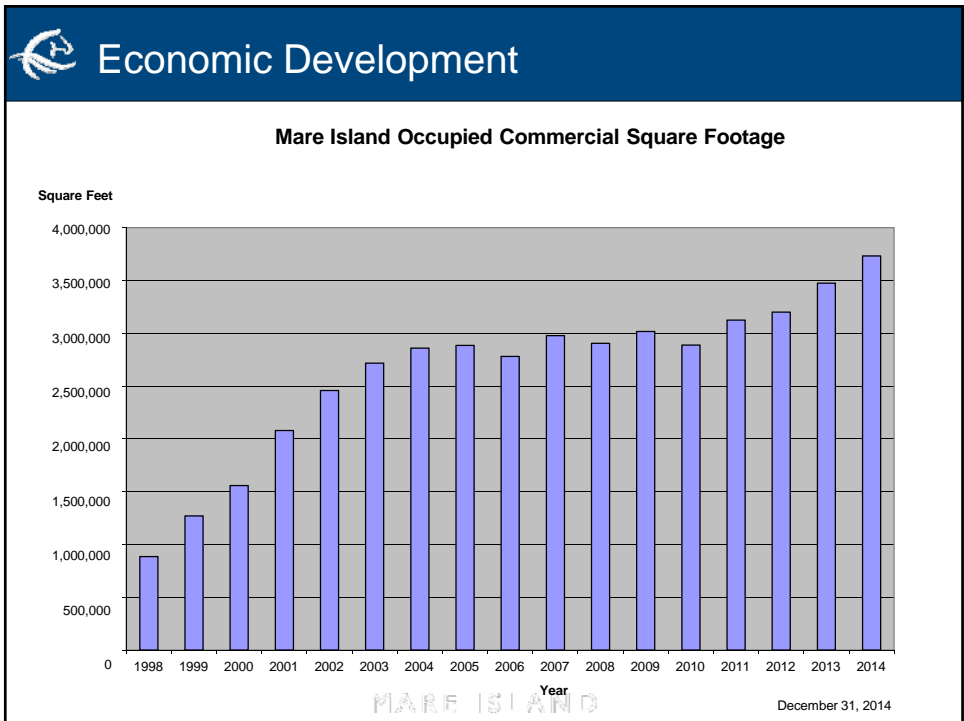
- LMI has invested more than \$115 million in infrastructure
- Mare Island businesses have invested more than \$70 million in renovations and improvements
- LMI has invested more than \$19.0 million in building renovations and tenant improvements
- Third-party residential builders have constructed 274 homes valued at more than \$100 million
- LMI has paid the City of Vallejo more than \$25.7 million:
 

– CFD (net)	\$14.5M
– Fees/Planning	\$5.7M
– Rent %	\$3.7M
– Other	\$1.8M

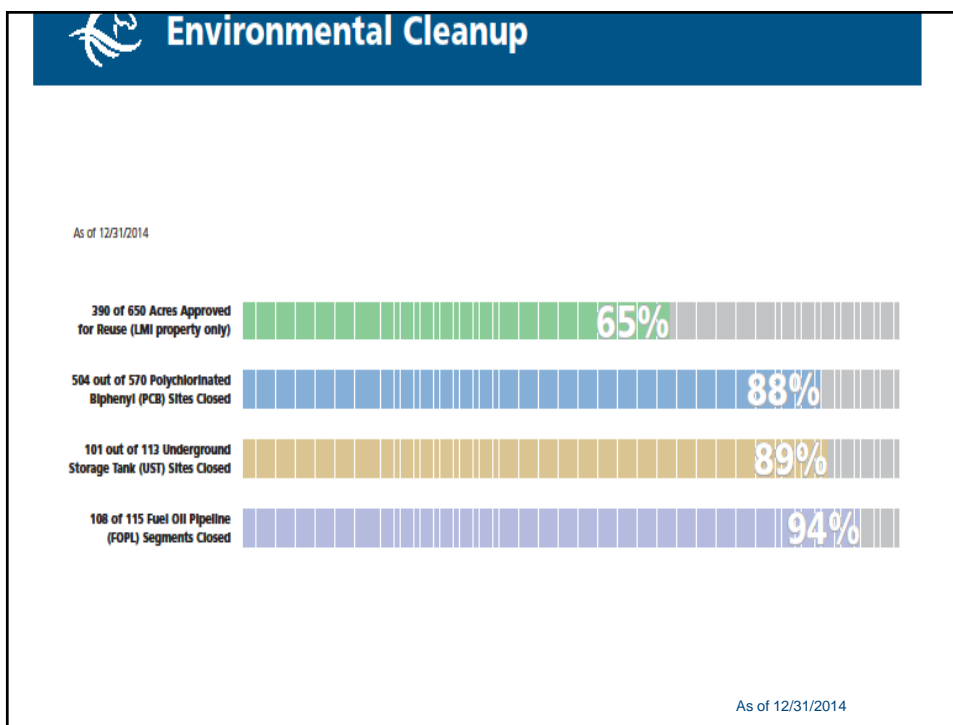
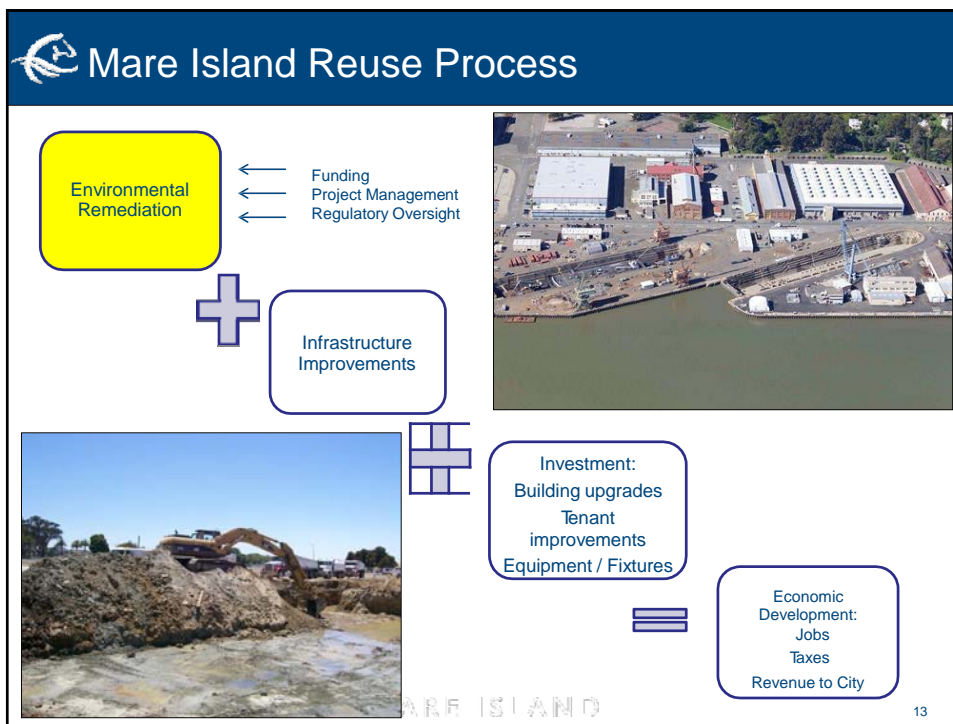



MARE ISLAND

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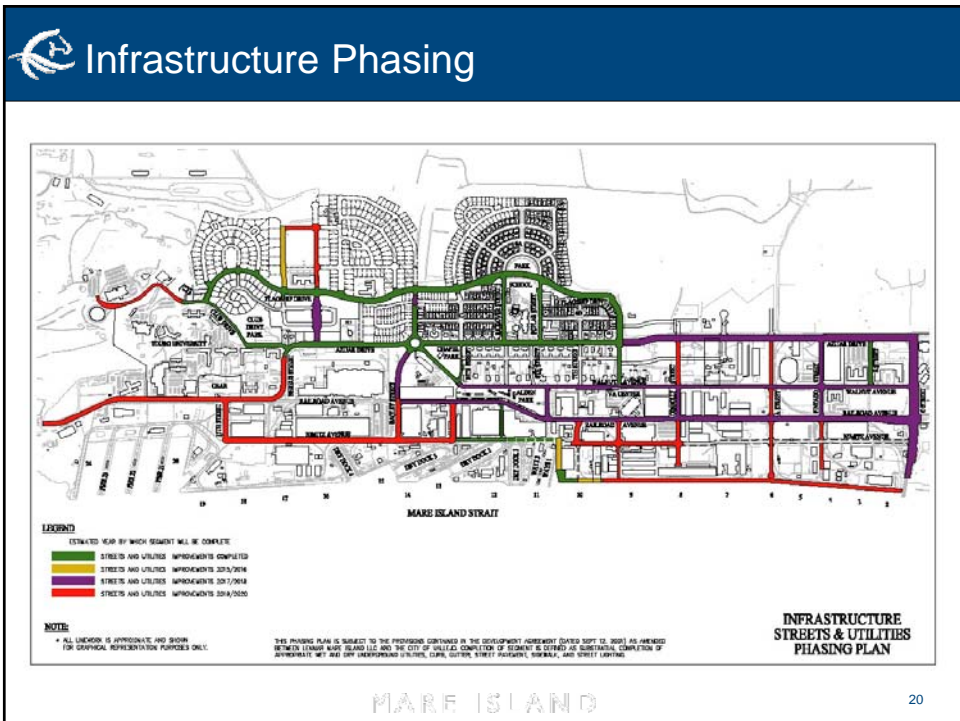


 Environmental Cleanup Building 87, 91 and 225



 Environmental Cleanup Building 382 / 388







### Building 487 – Infrastructure

SIANT 21

### Nimitz Ave. Sewer Line

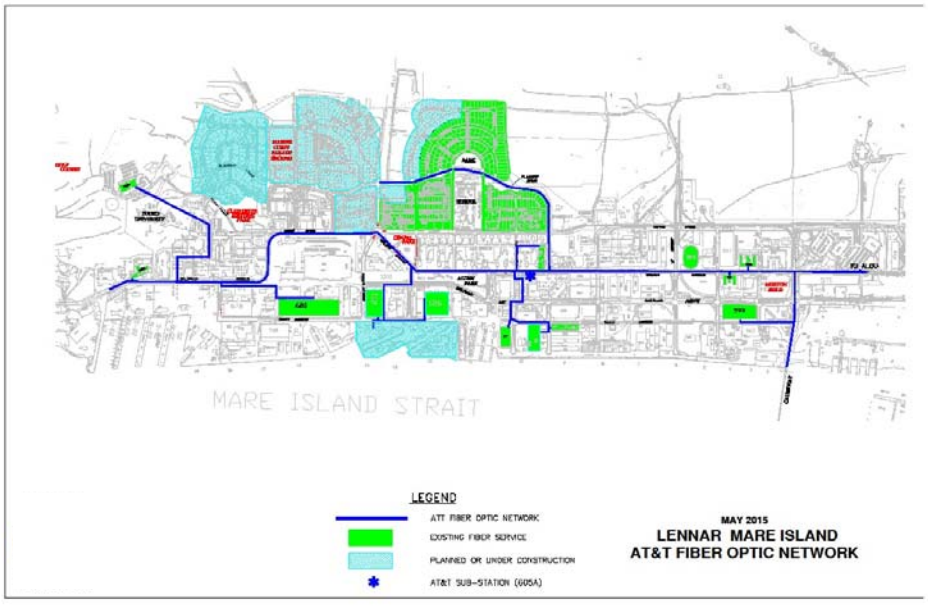
Completed Jan. 2014

SIANT 22

## Fiber Optic Line

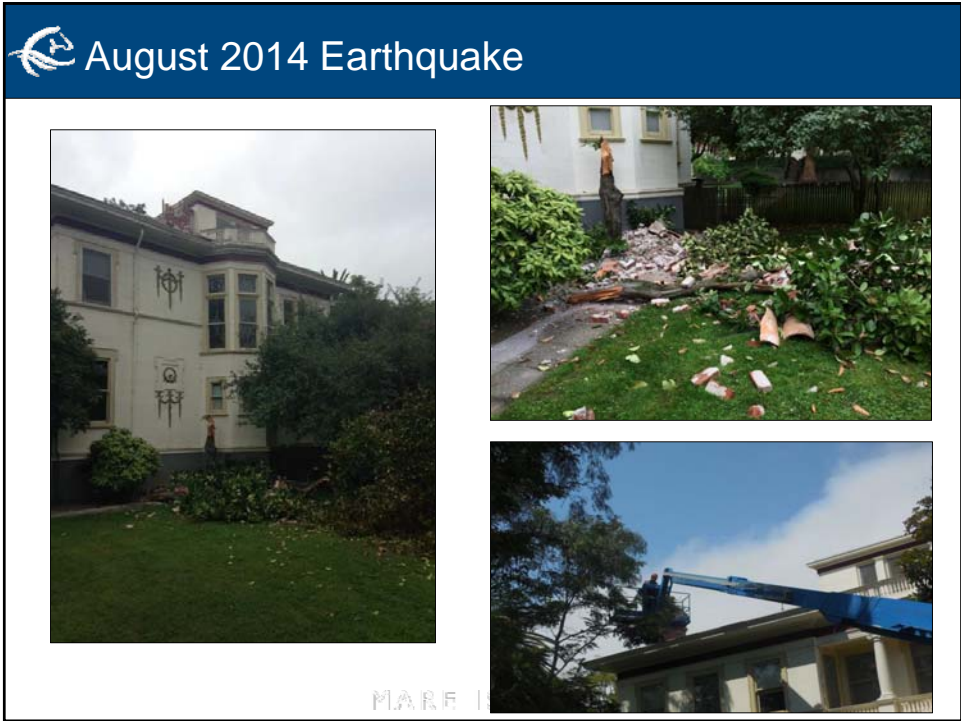


## Fiber Optic Map



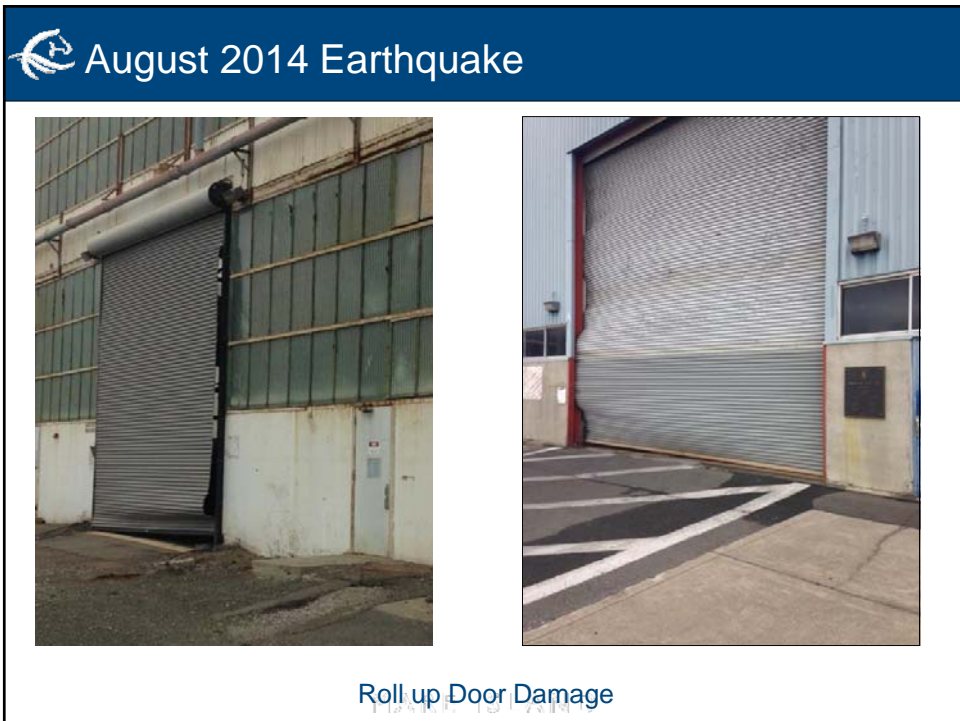















### August 2014 Earthquake





Building 112

- Interior Damage
- Roof Drains
- Ceiling Tile
- Lights

MARF ISLAND

### August 2014 Earthquake



Building 126

- Interior Damage
- Roof Drains
- Ceiling Tile
- Lights

MARF ISLAND



 August 2014 Earthquake



Building 106A  
Removal of  
Dangerous Conditions  
September 2014



MAR

 August 2014 Earthquake



Building 459

- Roof Repair
- Downspout Repair
- Roof Drain Repair



ISLAND

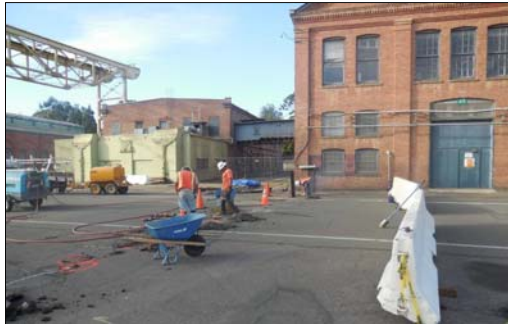
## August 2014 Earthquake



[Building 207](#)  
Structural Repairs  
October 2014



## Nimitz Road Closure




MARF





## Culture Landscape Reports

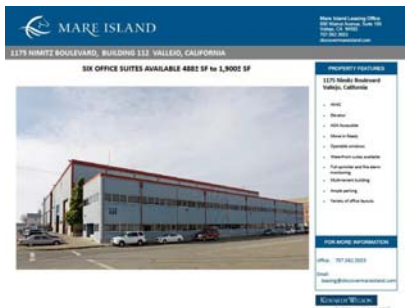


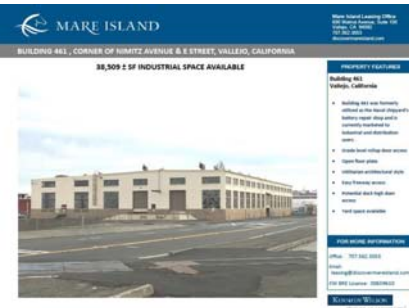
★ Approved - 2014
 ▲ Approved - 2015


MARE ISLAND


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## Economic Development: Marketing









MARE ISLAND

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## Historic Occupied Buildings



Life Gear



Multi Tenant Office Building



Island Energy



Blu Homes

## Blu Homes – Building 680




Building Clearance: June 2011  
 Lease Executed: Aug 2011  
 Blu Homes Occupied: Nov 2011



	Nov. <u>2011</u>	Nov. <u>2013</u>	Nov. <u>2014</u>
Jobs	63	121	265
Sq. Ft.	256,000	359,520	367,000




## Touro University




Touro Opened: 1998  
Students: Over 1,500  
Faculty / Staff: Over 250



## Mare Island Dry Dock



January 2015




May 2014




 2015 Goals

- Environmental Clean Up
- Economic Development
  - Commercial Leasing
- Residential
- North Island

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 Environmental



MARE ISLAND 48

### Utility Upgrades



### Building 117



### Building 680

MARF

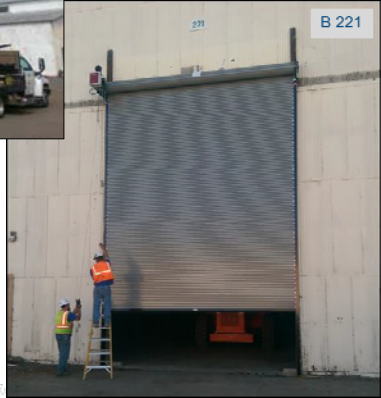
### On Going Repairs / Upgrades

B 47

B 47



## On Going Repairs / Upgrades cont.



MARF ISL

## Economic Development: Available Space









## Residential



- Market overview
- Future sales
- Future neighborhoods

MARE ISLAND

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## Ferry Maintenance Facility



Future Facility

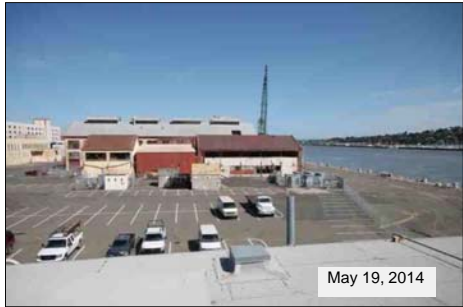
Existing Facility

60

 WETA



 Ferry Facility

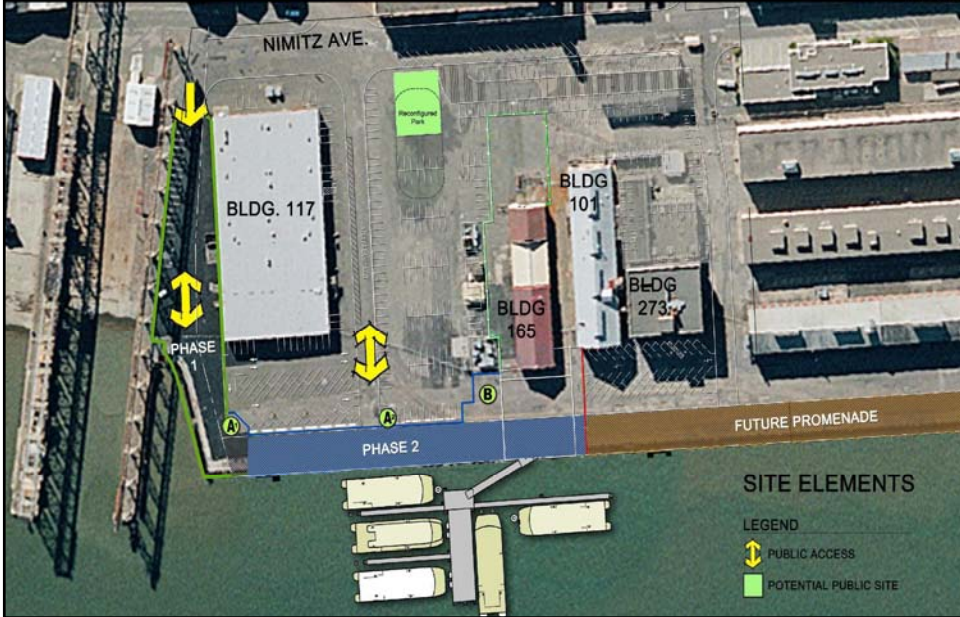


# WETA's Renderings





# Waterfront Parking / Promenade

Mar. 21, 2013





 North Island



- Building Demolition
- Planning
- Environmental / Land Transfer
- Security / Maintenance

MARE ISLAND 65



 Questions ?



# MARE ISLAND

Planning Commission  
Annual Review

June 1, 2015

MARE ISLAND

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# Lennar Mare Island: Progress Overview

In 1997, following a competitive nationwide selection process the City of Vallejo selected Lennar Mare Island, LLC (LMI) as its master developer for the reuse of Mare Island. At the time, the Navy owned the majority of property on Mare Island, the Island was off-limits to the public, there was no comprehensive cleanup program in place, and there were no formal agreements between the Navy, the State of California and the City related to the Island's reuse. Today, as a result of the work done by LMI and the City, Mare Island is years ahead of similar military bases that were closed during the same period. LMI continues to invest in Mare Island and it is currently one of the most active development projects in Solano County. The chart below provides a brief overview of the major accomplishments.

Mare Island	BEFORE TRANSFER	TODAY
<b>Ownership</b>	Mare Island owned by the Navy	More than 280 private commercial and residential property owners on Mare Island
<b>Public Access/ Parks and Recreation</b>	Restricted public access	Mare Island open to the public The Western and Southern open spaces are open to the public First phase of waterfront promenade complete LMI improves and transfers three parks to City of Vallejo (Crescent Park, Alden Park (historic) and Chapel Park (historic)) LMI improves and provides Morton Field for sports and recreation
<b>Fees/Taxes</b>	As a federal property Mare Island did not generate local property taxes, development or utility user fees	LMI has paid the City of Vallejo more than \$22M to date Mare Island businesses and home builders have generated millions more in fees and taxes
<b>Jobs/Businesses</b>	Approx. 800 jobs Approx. 20 businesses Approx. 800,000 sq. ft. occupied	Approx. 2,400 jobs Approx. 105 businesses Approx. 3.6M sq. ft. occupied
<b>Investment</b>	No third- or private-party investment in Mare Island	More than \$300M in third-party investment on Mare Island More than \$130M invested by LMI alone
<b>Municipal Services</b>	Approx. \$5M annual operating expense; 100% funded by the Navy	Municipal services paid by LMI, Mare Island businesses and property owners—no impact to City of Vallejo's general fund
<b>Environmental Cleanup</b>	No comprehensive cleanup program; unknown conditions Insufficient funding	The City and LMI execute the first of its kind Early Transfer agreement and LMI oversees cleanup 2012 Amendment provides additional funding More than 390 acres approved for reuse by state regulators 101 out of 113 USTs closed (89% complete) 504 out of 570 PCBs closed (88% complete) 105 out of 115 FOPL segments closed (91% complete)
<b>Infrastructure</b>	Aging infrastructure, some systems more than 100 years old	More than 32% of infrastructure improvements complete on LMI portion (more than \$112M invested by LMI)
<b>Mapping</b>	No subdivision maps approved by City of Vallejo—no legal parcels	Ten maps approved by the City of Vallejo
<b>Building Renovation</b>	No building renovations completed	LMI has invested approx. \$19M to date in building rehab and tenant improvements LMI's land planning and building rehabilitation efforts have contributed to approx. \$55M invested by Mare Island businesses
<b>Agreements related to Transfer/Reuse</b>	No agreements in place related to property transfer and reuse	Economic Development Conveyance Agreement Acquisition Agreement Completed Development Agreement Completed State Lands Agreement Completed Early Transfer Agreement Completed Specific Plan Amendment/ EIR Adopted
<b>Historic Preservation</b>	No comprehensive inventory of historic buildings and resources No historic guidelines for planning	Comprehensive historic resource catalogue and guidelines produced by LMI as part of the Specific Plan Approx. 70 historic buildings are in use, representing more than 1,500,000 sq. ft.
<b>Community Support</b>	LMI has provided financial support and LMI associates have dedicated countless hours to: <ul style="list-style-type: none"> <li>• Mare Island Global Center for Success</li> <li>• Rebuilding Together</li> <li>• More than 30 Vallejo-based charities and community organizations</li> <li>• Greater Vallejo Recreation District</li> <li>• Flyway Festival</li> <li>• Mare Island Historic Park Foundation</li> </ul>	





**DATE:** October 13, 2015  
**TO:** Mayor and Members of the City Council  
**FROM:** Craig Whittom, Assistant City Manager  
Dawn Abrahamson, City Clerk  
**SUBJECT: PROGRESS REPORT OF THE CITY COUNCIL AD-HOC COMMITTEE ON COMMISSIONS**

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**RECOMMENDATION**

Receive the progress report from the Ad-Hoc Committee on Commissions (AHCC).

**REASONS FOR RECOMMENDATION**

The AHCC is interested in updating the full City Council on its progress. No action by the City Council is required.

**BACKGROUND AND DISCUSSION**

The City Council appointed the AHCC at its meeting on March 24, 2015. City Council members McConnell, Miessner and Sampayan serve on this committee. Assistant City Manager Craig Whittom and City Clerk Dawn Abrahamson provide staff support to the committee.

The Committee conducted its first meeting on June 11, 2015 and has met six times. The committee has begun to develop a report to the City Council that addresses the following topics:

- A. Number of Commissions / changes to commission roles
- B. Work plans of Commissions
- C. Procedure for Selecting Commissioners
- D. Recognition/Commissioner Appreciation
- E. Term Limits
- F. Education & Training
- G. Attendance policy
- H. Commissioner Orientation
- I. Role of Council Liaisons to Commissions
- J. Role of Council Liaisons to non-Commission Agencies

During re remainder of October and November 2015, the AHCC intends to solicit feedback on a draft report from commissions and staff to individual commissions. The AHCC intends to conclude its work with recommendations to the City Council at its meeting on December 8, 2015.

**FISCAL IMPACT**

This is an informational item only. There is no fiscal impact to the consideration of this progress report.

**ENVIRONMENTAL REVIEW**

This progress report is exempt from the California Environmental Quality Act (CEQA) because it is not a project which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment, pursuant to CEQA Guideline section 15378.

**ATTACHMENTS**

None

**CONTACT**

Craig Whittom, Assistant City Manager, (707) 648-4579

[craig.whittom@cityofvallejo.net](mailto:craig.whittom@cityofvallejo.net)

Dawn Abrahamson, City Clerk, (707) 648-4528

[dawn.abrahamson@cityofvallejo.net](mailto:dawn.abrahamson@cityofvallejo.net)



**DATE:** October 13, 2015  
**TO:** Mayor and Members of the City Council  
**FROM:** Daniel E. Keen, City Manager  
Claudia Quintana, City Attorney  
**SUBJECT: STATUS UPDATE ON MEDICAL MARIJUANA DISPENSARY REQUESTS FOR LIMITED IMMUNITY AND CIVIL PROSECUTIONS AGAINST ILLEGAL DISPENSARIES**

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**RECOMMENDATION**

Receive an update on the requests for limited immunity from medical marijuana dispensaries and civil prosecutions of illegal dispensaries.

**REASONS FOR RECOMMENDATION**

To provide the City Council with the status of interrelated activity regarding medical marijuana.

**BACKGROUND AND DISCUSSION**

The City Council made it a priority this year to address medical marijuana dispensaries. The City stopped accepting tax early in 2015 while a legal framework was developed to provide limited immunity from civil prosecution to qualifying dispensaries. The initial proposal to select four dispensaries through a competitive process was adopted by the City Council and later repealed after a referendum petition with a sufficient number of signatures was filed. On July 28, 2015, the City Council adopted ordinances providing that the City will begin accepting medical marijuana dispensary tax from dispensaries that meet specified requirements. The significant requirements are that the dispensary obtained a marijuana tax certificate before a moratorium began in April 2013, paid City and state tax on marijuana, and has submitted documentation on Building and Fire Code compliance, criminal history, security measures, and business structure.

The City set September 21, 2015, as the deadline to submit requests for limited immunity and has received 14 packets. Staff from several departments have been reviewing the materials for adequacy. Most applicants are awaiting re-inspection to show compliance with the requirement for an adequate ventilation device to minimize the odor of marijuana. The City Attorney will send a letter of limited immunity and good standing to those applicants that qualify. Letters are expected to begin being issued this week. The City will start accepting tax on the next tax deadline, which is October 20, 2015, for revenues earned at qualifying dispensaries from September 20 through September 30, 2015.

The referendum petition that began circulating after the adoption of the ordinances on July 28 has failed to qualify for further consideration. In August, once the City's Election Official determined that the raw count of signatures exceeded the 5,505 necessary to proceed, the signatures were forwarded to the County Registrar of Voters for individual verification. From the start, the rate of qualifying signatures was less than 50 percent, a trend that continued throughout the County's review. On September 25, according to the figures provided by the County, it became mathematically impossible for the petition to qualify. The County continued to review

**Subject: STATUS UPDATE ON MEDICAL MARIJUANA DISPENSARY REQUESTS FOR LIMITED IMMUNITY AND CIVIL PROSECUTIONS AGAINST ILLEGAL DISPENSARIES**

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the signatures. The final result was that of 8,874 signatures reviewed, only 4,103 were sufficient.

At the same time, the City has begun civil prosecution against noncompliant dispensaries. The City filed a lawsuit to shut down an unlicensed dispensary operating at a former gas station at 1702 Tuolumne Street, advertised on websites as "Herbal Elements." On September 24, 2015, the City obtained a temporary restraining order from the Solano County Superior Court preventing the operation of the dispensary. The dispensary closed the day the court announced its order and the tenant sent notice of termination of the lease to the property owner. The City is engaged with the parties toward a longterm restriction regarding marijuana activity at the property.

Civil prosecution against illegal marijuana operations will continue.

Also in September, the City received a decision in favor of the City by the judge in a legal proceeding brought by two marijuana dispensaries that sought a court order that the City must accept their marijuana tax payments. The Court held that Bank of Meds and Springs Wellness Center did not establish with admissible evidence that they operated medical marijuana dispensaries on land where City zoning allows such use or that they tendered tax to the City.

State legislation to license and regulate all stages of marijuana operations in the state was passed in September. Three interdependent bills, AB 243, SB 643, and AB 266, were forwarded to the governor. The legislation includes language that no one will receive a state license without authorization by the local jurisdiction as well.

**FISCAL IMPACT**

This is an informational item with no fiscal impact. As noted, the City will accept tax from qualifying medical marijuana dispensaries with the first deadline of October 20, 2015, from revenues of September 20-30, 2015. In the civil prosecutions to shut down illegal marijuana operations, the City will seek attorney's fees and costs.

**ENVIRONMENTAL REVIEW**

This action is exempt from the California Environmental Quality Act (CEQA) because it is not a project which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment, pursuant to CEQA Guidelines section 15378.

**ATTACHMENTS**

None

**CONTACT**

Daniel E. Keen, City Manager, (707) 648-4576

[Daniel.Keen@cityofvallejo.net](mailto:Daniel.Keen@cityofvallejo.net)

Claudia Quintana, City Attorney, (707) 648-4545

[Claudia.Quintana@cityofvallejo.net](mailto:Claudia.Quintana@cityofvallejo.net)

Date: October 13, 2015

Subject: STATUS UPDATE ON MEDICAL MARIJUANA DISPENSARY REQUESTS FOR LIMITED  
IMMUNITY AND CIVIL PROSECUTIONS AGAINST ILLEGAL DISPENSARIES

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**CITY ATTORNEY’S REPORT  
October 13, 2015– City Council Agenda**

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

**FROM:** Claudia Quintana, City Attorney *CQ*

**SUBJECT:** Quarterly Report for FY 2015/2016, First Quarter  
(July 1 – September 30, 2015)

The following list of projects, work and statistics represents an overview of the work performed at the City Attorney’s Office during the first quarter of Fiscal Year 2015/2016. Some projects and items have been omitted due to their sensitive nature. If Councilmembers or officials have any questions, please feel free to contact the City Attorney privately, as many of the below items are attorney-client privileged and, therefore, not appropriate for public discussion.

**I. Litigation:**

- a. Number of *Pitchess* Motions served on the City this FY Quarter: 10
- b. Number of *Pitchess* Motions served on the City this FY: 10
- c. Summons & Complaints (New cases this FY Quarter): 5 (see below)

No.	Case Name	Date Served	City’s Counsel
1	<i>Lam v. State of California, et al.</i> S.F. Superior Court Case No. CGC-15-544814	07.15.2015	Kelly J. Trujillo Assistant City Attorney
2	<i>Baymark v. Epona Investment Group, et al.</i> Solano Superior Court Case No. FCS045624	08.11.2015	Eli Flushman Deputy City Attorney
3	<i>Green v. City of Vallejo, et al.</i> USDC, ED, Case No. 2:15-CV-1941-GEB-KJN	08.14.2015	Kelly J. Trujillo Assistant City Attorney
4	<i>Thomen v. Valdez, et al.</i> Solano Superior Court Case No. FCS045435	09.16.2015	Furah Z. Faruqui Deputy City Attorney
5	<i>Matthews v. City of Vallejo, et al.</i> Solano Superior Court Case No. FCM146627	09.18.2015	Brandon Gerstle NLP Attorney

- d. Summons & Complaints (New) - FY to date: 5
- e. Total Active Litigation Cases: 40



II.	Claims Filed Against the City of Vallejo this FY Quarter:	<u>24</u>
	Total Active Claims:	<u>49</u>
III.	Funds Recovered from Third Parties this FY Quarter:	
	(includes NLP, Workers' Compensation recovery, Subrogation)	<u>\$12,224.00</u>
	Funds Recovered from Third Parties - FY to Date:	<u>\$12,224.00</u>
IV.	Contracts Entered into by City Attorney's Office this FY Quarter:	<u>1</u>
	1. Saichek Law Firm	
	[Labor – Retiree Health Benefit Plan – outside counsel]	