



**AMENDED (1)  
AGENDA  
VALLEJO CITY COUNCIL  
VALLEJO HOUSING AUTHORITY  
APRIL 3, 2007**

**MAYOR**  
Anthony Intintoli, Jr.

**CITY COUNCIL**  
Gary Cloutier, Vice Mayor  
Gerald Davis  
Tom Bartee  
Hermie Sunga  
Stephanie Gomes  
Tony Pearsall

City Hall  
555 Santa Clara Street  
Vallejo, CA 94590

**VALLEJO SANITATION & FLOOD CONTROL DISTRICT  
6:15 P.M.**

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

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

Copies of written documentation relating to each item of business on the AGENDA are on file in the Office of the City Clerk and are available for public inspection. Information may be obtained by calling (707) 648-4527, TDD (707) 649-3562, or at our web site: <http://www.ci.vallejo.ca.us/>

The Vallejo Sanitation & Flood Control District is located at 450 Ryder Street, (707) 644-8949. A public agenda book is available at the District Office during regular business hours for those desiring additional information on agenda items.



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.

**ITEM**

**ACTION**

**VALLEJO HOUSING AUTHORITY  
SPECIAL MEETING**

**6:45 P.M. -- CITY COUNCIL CHAMBERS**

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

**1. CALL TO ORDER**

A. ROLL CALL

**2. CONSENT ITEMS**

A. APPROVAL OF MINUTES OF SPECIAL MEETING OF JANUARY 23, 2007

**3. PUBLIC HEARINGS**

A. CONSIDERATION OF CITY OF VALLEJO HOUSING AUTHORITY FISCAL YEAR 2007-2008 ANNUAL PLAN

**PROPOSED ACTION:** Conduct a public hearing. Adopt the enclosed resolution approving the annual plan.

**4. ADJOURN**

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

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. PRESENTATIONS AND COMMENDATIONS - NONE
5. 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.*

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

All matters are approved under one motion unless requested to be removed for discussion by a Councilmember, City Manager, or member of the public subject to a majority vote of the Council.

- A. APPROVAL OF A RESOLUTION PROCLAIMING THE MONTH OF APRIL 2007 AS "FAIR HOUSING MONTH".

PROPOSED ACTION: Adopt the resolution declaring the month of April 2007 as "Fair Housing Month."

- B. APPROVAL OF A RESOLUTION PROCLAIMING THE WEEK OF APRIL 9, 2007 AS "COMMUNITY DEVELOPMENT WEEK."

PROPOSED ACTION: Adopt the resolution declaring the week of April 9, 2007 as "Community Development Week."

- C. APPROVAL OF A RESOLUTION AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE THE ATTACHED AGREEMENT WITH THE ALAMEDA COUNTY SHERIFF'S DEPARTMENT FOR POLICE DEPARTMENT FORENSIC SERVICES

As previously reported, neither the Police Department nor Solano County have the facilities, expertise, or equipment necessary for DNA testing, firearms examinations, ballistics testing and other evidence analysis. For the past ten years, the Police Department has contracted with the Contra Costa County Sheriff's Department for crime laboratory services. However, that laboratory is overwhelmed with criminalistics casework for their County and we are experiencing significant delays in the completion of Vallejo cases. As a result, we have been seeking alternatives. Last year, we entered into an agreement

with the San Mateo County Sheriff's Department to provide supplemental forensic services including crime scene response. Additionally, the California Department of Justice has agreed to provide limited criminalistics services for homicide investigations at no charge.

For the past year the Police Department also has been utilizing the services of the Alameda County Sheriff's Department Criminalistics Laboratory as a supplement to our agreements with Contra Costa and San Mateo Counties. The services provided by Alameda County have proven to be very cost effective and efficient. The current hourly rate for Contra Costa County is \$195.00 and San Mateo County \$155.00. The hourly rate for Alameda County is \$91.00. Therefore, some savings will result from approval of this agreement.

PROPOSED ACTION: Adopt the resolution authorizing the City Manager or his designee to execute the attached agreement with the Alameda County Sheriff's Department for Police Department forensic services.

- D. CONSIDERATION OF A RESOLUTION TO AUTHORIZE THE CITY MANAGER OR HIS DESIGNEE TO SUBMIT 2006-2007 APPLICATIONS FOR REGIONAL MEASURE 2 FUNDS FOR ENHANCED VALLEJO FERRY/BUS SERVICES AND ENHANCED SOLANO COUNTY I-80 EXPRESS SERVICE

PROPOSED ACTION: Staff recommends approval of a resolution to authorize the City Manager or his designee to submit 2006-2007 applications for Regional Measure 2 Funds for Enhanced Vallejo Ferry/Bus Services and Enhanced Solano County I-80 Express Service.

- E. APPROVAL OF AMENDMENT TO QUIT CLAIM DEED BETWEEN THE U.S. NAVY AND THE CITY OF VALLEJO REGARDING MARE ISLAND'S EASTERN EARLY TRANSFER PARCEL INVESTIGATION AREAS A3, D1.1 AND D2

PROPOSED ACTION: Approve the resolution authorizing the City Manager to execute the First Amendment to the Quitclaim Deed for the Eastern Early Transfer Parcel.

- F. FINAL READING OF AN ORDINANCE AMENDING ORDINANCE NO. 558 N.C. (2D) AS AMENDED ENTITLED ZONING ORDINANCE OF THE CITY OF VALLEJO, TO REZONE CERTAIN PROPERTY (TAX ASSESSOR NUMBERS 0056-024-080 AND 0056-024-090) FROM INTENSIVE USE LIMITED (IU-L) TO PLANNED DEVELOPMENT RESIDENTIAL (PDR).

PROPOSED ACTION: Hold final reading and adopt the ordinance

- G. FINAL READING OF AN ORDINANCE WHICH ADOPTS PLANNED DEVELOPMENT (MASTER PLAN/UNIT PLAN) #05-0012 TO CONSTRUCT SIX MANUFACTURED SINGLE FAMILY HOMES AND IMPLEMENTS ZONING MAP AMENDMENT #05-0002 FOR THE PAISSANO VILLAGE PROJECT.

PROPOSED ACTION: Hold final reading and adopt the ordinance.

7. PUBLIC HEARINGS - NONE

8. POLICY ITEMS

- A. CONSIDERATION OF A RESOLUTION OF INTENTION DIRECTING STAFF TO PREPARE AN AMENDED DOWNTOWN VALLEJO SPECIFIC PLAN ALLOWING TEMPORARY USE REGULATIONS WITHIN THE GEORGIA STREET CORRIDOR OF THE DOWNTOWN VALLEJO SPECIFIC PLAN AREA AND EXPRESSING ITS INTENT TO REVISE ORDINANCE 1553 N.C. (2d), THE MASTER PLAN FOR DOWNTOWN VALLEJO, TO ACCOMMODATE THOSE AMENDMENTS.

PROPOSED ACTION: Consider a Resolution of Intention to authorize staff to prepare a Resolution amending the Downtown Vallejo Specific Plan to permit specified non-retail land uses to occupy the ground floor along the Georgia Street Corridor for a specified time period; and to prepare a draft Ordinance amending the Downtown Master Plan. The draft Resolution and Ordinance will be forwarded to the Planning Commission for their consideration and recommendation to the City Council within the next 60 days.

9. ADMINISTRATIVE ITEMS

- A. CONSIDERATION OF TWO RESOLUTIONS AUTHORIZING THE CITY MANAGER TO EXECUTE CONSULTANT AND PROFESSIONAL SERVICES AGREEMENTS WITH 1) EVANS MCDONOUGH COMPANY, INC., AND 2) THE LEW EDWARDS GROUP FOR CONDUCTING PUBLIC OPINION SURVEYS TO DETERMINE THE FEASIBILITY OF VARIOUS BALLOT MEASURES AND ELECTION ADVISORY SERVICES

The purpose of this report is to request the Council adopt resolutions approving professional services agreements to obtain the necessary expertise to assist the City with determining the feasibility of various ballot measures and election advisory services.

PROPOSED ACTION: Staff proposes that the Council:

1. Adopt a Resolution approving the Consultant and Professional Services Agreement with Evans McDonough Company, Inc. for conducting public opinion surveys to determine the feasibility of various ballot measures, and authorize the City Manager to execute the agreement on behalf of the City.
2. Adopt a Resolution approving the Consultant and Professional Services Agreement with The Lew Edwards Group for election

advisory services, and authorize the City Manager to execute the agreement on behalf of the City.

**B. CONSIDERATION OF A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT WITH MUNIFINANCIAL FOR FIRE SUPPRESSION ASSESSMENT ENGINEERING AND RELATED SERVICES**

The purpose of this report is to request the Council adopt a resolution approving a professional services agreement to obtain the necessary expertise to assist the City with the establishment of a city wide Fire Suppression Assessment, to prepare an Engineer's Report and provide related services regarding assessment ballots.

PROPOSED ACTION: Adopt a Resolution approving the Consultant and Professional Services Agreement with MuniFinancial for fire suppression assessment engineering and related services, and authorize the City Manager to execute the agreement on behalf of the City.

**C. CONSIDERATION OF A RESOLUTION OF INTENTION TO AMEND THE MARE ISLAND CONVERSION FUND'S FISCAL YEAR 2006-2007 BUDGET REVENUE AND EXPENDITURE AUTHORIZATION LIMITS**

Recently the City has entered into an Agreement with Weston Solutions, Inc. to negotiate an Early Transfer Agreement with the U. S. Navy. The total cost of the Early Transfer Process Agreement is approximately \$2,173,000.00. The City's is responsible for 56.6% of the total cost. Touro University has agreed to pay the concurrently. Touro University will pay the City and the City will pay Weston Solutions, Inc. In order to receive and pay the funds, the Mare Island Conversion Fund's Fiscal Year 2006-2007 Budget revenue and expenditure authorization limits must be increased by \$2,173,000.00 each.

PROPOSED ACTION: Staff proposes increasing the City's Mare Island Conversion Program's (Fund 107) budget revenue and expenditure authorization limits an additional \$2,173,000.00 each. This action will have no effect on either the City's General Fund or the Mare Island Conversion Program Fund (Fund 107).

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

**11. WRITTEN COMMUNICATIONS**

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

**12. CITY MANAGER'S REPORT**

**13. CITY ATTORNEY'S REPORT**

**14. 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. Each speaker is limited to three minutes pursuant to Vallejo Municipal Code Section 2.20.300.*

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

**16. CLOSED SESSION:** *May recess to consider matters of pending litigation (GC 54956.9), personnel (GC 54957), labor relations (GC 54957.6), and real property negotiations (GC 54956.8). Records are not available for public inspection.*

**17. ADJOURNMENT**

**VALLEJO HOUSING AUTHORITY**  
**SPECIAL MEETING**  
**JANUARY 23, 2007**

**MINUTES**

A special meeting of the Vallejo Housing Authority was held on the above date in the Council Chambers of the Vallejo City Hall. The meeting was called to order at 6:45 p.m. by Chairman Anthony Intintoli, Jr.

**1. CALL TO ORDER**

**A. ROLL CALL**

Present: Chairman Intintoli, Vice Chair Cloutier, Chairmembers Bartee, Davis, Pearsall, Sunga, and Pitchford

Absent: Members Gomes, Everheart (excused)

Staff: Executive Director Joseph Tanner  
City Attorney Fred Soley  
Acting Secretary Mary Ellsworth

**2. COMMENTS ON CONSENT CALENDAR BY MEMBERS OF THE PUBLIC- NONE**

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

Members Davis and Sunga announced that they would be abstaining on Item 3C, concerning disclosure of a remote interest in Housing Assistance Payment Contracts because they have Section 8 tenants; Member Davis in property that he owns at 210 and 212 Mayo Avenue, and Member Sunga for property he owns at 2450 Springs Road and 1423 Oakwood Avenue.

Hearing no additions or deletions, the agenda was approved and the following resolutions were offered by Vice Chair Cloutier:

RESOLUTION NO. 07-01 designating Joseph M. Tanner as the Executive Director.

RESOLUTION NO. 07-02 approving revisions to the Housing Authority Administrative Plan.

RESOLUTION NO. 07-03 Accepting the disclosure letter of Commissioner Sunga.

The above resolutions were adopted with the following vote:

AYES: Chairman Intintoli, Vice Chair Cloutier, Chairmembers Bartee, Davis, Pearsall, Sunga, and Pitchford

NOES: None

ABSENT: Members Gomes, Everheart (excused)

ABSTENTIONS: Members Davis and Sunga on Item 3-C

4. ADJOURNMENT

The meeting was adjourned at 6:47 p.m.

\_\_\_\_\_  
ANTHONY J. INTINTOLI, JR., CHAIRMAN

ATTEST:

\_\_\_\_\_  
MARY ELLSWORTH, ACTING CITY CLERK





VALLEJO HOUSING AUTHORITY

VHA  
Agenda Item No. PUB. HEAR. A

**BOARD COMMUNICATION**

Date: April 3, 2007

TO: Chair and Commissioners of the Housing Authority

FROM: Craig Whittom, Assistant City Manager / Community Development  
Laura Simpson, Housing and Community Development Manager

SUBJECT: PUBLIC HEARING: CONSIDERATION OF CITY OF VALLEJO HOUSING  
AUTHORITY FISCAL YEAR 2007/2008 ANNUAL PLAN

BACKGROUND AND DISCUSSION

The U. S. Department of Housing and Urban Development (HUD) requires Housing Authorities to prepare an Annual Plan for its Housing Choice Voucher Program, one of the programs administered by the City's Housing and Community Development Division. It is now time to prepare and submit the Annual Plan for FY 2007/2008. The draft Plan, with a fiscal year from July 1 to June 30, provides details regarding the Authority's immediate operations, and is enclosed as Attachment "B". This Plan must be submitted to HUD by April 15, 2007.

The Vallejo Housing Authority (VHA) was established in 1942 pursuant to the State of California Housing Authorities Law. This law states that there is a shortage of safe or sanitary housing at rents affordable to low-income families. The State of California declared the provision of affordable housing as a public purpose.

The VHA has adopted By-Laws that empower it to utilize all the powers granted pursuant to the Housing Authorities Law. As such, the VHA adopted a resolution on July 21, 1998 directing staff to seek, and apply for, rental assistance programs.

The VHA's primary source of rental assistance is the U. S. Department of Housing and Urban Development's (HUD) Housing Choice Voucher Program. The Federal Government (in the original Housing Act of 1937) has also declared that citizens are entitled to safe, decent housing. VHA has entered into an agreement with HUD, which allows it to provide Housing Choice Voucher assistance to low-income families. VHA has also agreed to comply with the regulations, requirements, and laws associated with the Housing Choice Voucher Program.

VHA administered 1,937 units of Housing Choice Voucher Program housing in the City of Vallejo as of February 22, 2007. As of February 22, 2007, there were 1,310 families on the Authority's waiting list. VHA also provides homeownership opportunities for tenants, and intends to offer project-based vouchers in FY 2007/2008.

In 2000, the Housing Authority formed a Resident Advisory Board (RAB) made up of Authority tenants. The Housing Authority is required to consider the comments of the RAB when preparing the Annual Plan. The RAB meets every other month.

The Annual Plan proposes several strategies for addressing the needs identified: a shortage of affordable housing for all eligible populations, for families at or below 30% and 50% of the area median income, for the elderly, for families with disabilities; and races and ethnicities with disproportionate housing needs. Strategies are selected and proposed based on the following factors: funding constraints, staffing constraints, the influence of the housing market on Housing Authority programs, and the results of consultation with residents, and the Resident Advisory Board.

Commission and RAB Review and Comment

At its regular meeting in March, the Housing and Redevelopment Commission reviewed the draft Annual Plan. After discussion, the Commission voted unanimously, 6-0-0, to recommend approval of the Plan by the Housing Authority. Comments on the Plan from the Commission, and staff's responses, are contained in the document.

The RAB was scheduled to review the Plan at its March 29, 2007 meeting. Staff will provide any RAB comments on the Plan to the Board in a verbal report on April 3.

Fiscal Impact

The submission of the Annual Plan is a requirement associated with the Housing Choice Voucher Program. By submitting this document, the VHA meets this requirement and maintains its eligibility for Federal housing program funding.

RECOMMENDATION

After conducting a public hearing to receive comments on the draft Annual Plan for FY 2007/2008, approve the Plan.

ALTERNATIVES CONSIDERED

Because the Plan is a HUD requirement, no other alternatives were considered.

ENVIRONMENTAL REVIEW

There is no environmental impact associated with this action.

PROPOSED ACTION

Conduct a public hearing. Adopt the enclosed resolution approving the Annual Plan.

DOCUMENTS ATTACHED

Attachment "A" - Resolution

Attachment "B" - Draft Annual Plan, FY 2007/2008, Housing Authority of the City of Vallejo

**CONTACT:**

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

Laura J. Simpson, Housing and Community Development Manager, (707) 648-4393, or [lsimpson@ci.vallejo.ca.us](mailto:lsimpson@ci.vallejo.ca.us).

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

RESOLUTION

BE IT RESOLVED by the Housing Authority of the City of Vallejo as follows:

THAT WHEREAS, Housing Authorities are required by the U. S. Department of Housing and Urban Development (HUD) to prepare Annual Plans for their Housing Choice Voucher Programs.

WHEREAS, the Housing Authority has conducted a public hearing to receive comments on the attached draft Annual Plan for Fiscal Year (FY) 2007/2008, and has reviewed the Plan.

NOW THEREFORE BE IT RESOLVED that the Vallejo Housing Authority hereby approves the Annual Plan for Fiscal Year (FY) 2007/2008, (Attachment "B" in the attached staff report); and

BE IT FURTHER RESOLVED that the Vallejo Housing Authority hereby authorizes the Executive Director, or either of his designees, the Assistant City manager/Community Development, and the Housing and Community Development Manager, to prepare and submit a Plan and a Budget, and all related documents, regarding the Housing Choice Voucher Program, and any amendments or corrections as needed to such Plan, Budget, and documents, to HUD.

ADOPTED by the Housing Authority of the City of Vallejo at a special meeting held April 3, 2007 by the following vote:

HOUSING AUTHORITY OF THE CITY OF VALLEJO  
ANNUAL PLAN, FISCAL YEAR 2007/2008

The Vallejo Housing Authority (VHA) is required by the U. S. Department of Housing and Urban Development (HUD) to prepare an Annual Plan for its Housing Choice Voucher Program for the City of Vallejo.

A draft of this document is available for review at the following locations:

Housing and Community Development Division, at 200 Georgia Street

The City's Web Page at: <http://www.ci.vallejo.ca.us/> (for Internet access, you may go to John F. Kennedy Library, at 505 Santa Clara Street)

Anyone interested in commenting on this document is invited to attend a public hearing scheduled by the Vallejo Housing Authority on Tuesday, April 3, 2007 at 6:45 p. m. in the Council Chambers of City Hall, 555 Santa Clara Street. Written or verbal comments may also be submitted until 4:00 p. m. on April 9, 2007 to: Guy L. Ricca, Senior Community Development Analyst, Vallejo Housing Authority, P. O. Box 1432, Vallejo, CA 94590, or 200 Georgia Street, Vallejo, CA 94590, Tel: (707) 648-4395. E-mail: [gricca@ci.vallejo.ca.us/](mailto:gricca@ci.vallejo.ca.us/).

If you have any questions concerning this public notice, please call the Housing and Community Development Division at (707) 648-4507.

The City of Vallejo provides its programs and services in a non-discriminatory manner, and is an Equal Opportunity Employer. The City also encourages women and minority-owned businesses to submit bids and proposals for Federal Community Development Block Grant (CDBG) Program contracts. These contracts are typically for general contractors to make public or facility improvements. For further information on this public notice, the hearing-impaired may call the California Relay Service at 1-800-735-2922 without a TTY/TDD, or 1-800-735-2020 with a TTY/TDD.

U.S. Department of Housing and Urban Development  
Office of Public and Indian Housing

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**DRAFT**

# PHA Plans

Annual Plan for Fiscal Year 2007

**NOTE: THIS PHA PLANS TEMPLATE (HUD 50075) IS TO BE COMPLETED IN ACCORDANCE WITH INSTRUCTIONS LOCATED IN APPLICABLE PIH NOTICES**

**PHA Plan  
Agency Identification**

**PHA Name:** City of Vallejo Housing Authority

**PHA Number:** CA055

**PHA Fiscal Year Beginning:** (mm/yyyy) 07/2007

**PHA Programs Administered:**

**Public Housing and Section 8 x Section 8 Only**       **Public Housing Only**  
 Number of public housing units:      Number of S8 units: 2,266      Number of public housing units:  
 Number of S8 units:

**PHA Consortia:** (check box if submitting a joint PHA Plan and complete table)

Participating PHAs	PHA Code	Program(s) Included in the Consortium	Programs Not in the Consortium	# of Units Each Program
Participating PHA 1:				
Participating PHA 2:				
Participating PHA 3:				

**Public Access to Information**

Information regarding any activities outlined in this plan can be obtained by contacting: (select all that apply)

- Main administrative office of the PHA
- PHA development management offices
- PHA local offices

**Display Locations For PHA Plans and Supporting Documents**

The PHA Plans (including attachments) are available for public inspection at: (select all that apply)

- Main administrative office of the PHA
- PHA development management offices
- PHA local offices
- Main administrative office of the local government
- Main administrative office of the County government
- Main administrative office of the State government
- Public library
- PHA website

Other (list below)

PHA Plan Supporting Documents are available for inspection at: (select all that apply)

- Main business office of the PHA
- PHA development management offices
- Other (list below)



**Annual PHA Plan**  
**PHA Fiscal Year 2007**  
[24 CFR Part 903.7]

**i. Annual Plan Type:**

Select which type of Annual Plan the PHA will submit.

**Standard Plan**

**Troubled Agency Plan**

**ii. Executive Summary of the Annual PHA Plan**

[24 CFR Part 903.7 9 (r)]

Provide a brief overview of the information in the Annual Plan, including highlights of major initiatives and discretionary policies the PHA has included in the Annual Plan.

The City of Vallejo Housing Authority (VHA) is required by the U. S. Department of Housing and Urban Development (HUD) to adopt annual plans for its Housing Choice Voucher Program.

Established in 1942, the Authority is overseen by a nine (9) member Board of Commissioners that consists of the Mayor of the City of Vallejo as Chairperson, six Vallejo City Council members, and two tenants. Board members serve four (4) year terms.

VHA has been allocated 2,266 units of Housing Choice Voucher housing by HUD. As of February 22, 2007, VHA administered 1,937 units of Housing Choice Voucher housing in the City of Vallejo. As of February 22, 2007, there were 1,310 families on the Authority's waiting list.

According to the most recent U. S. Census (2000), Vallejo has a population of 116,670. As indicated in its Consolidated Plan for 2005 – 2009, the City has large, unmet housing needs. A total of 5,015 very low-income households are experiencing a problem with housing, which represents thirteen (13) percent (%) of the total number of households (39,601) in Vallejo.

The Authority budget for Fiscal Year 2005/2006 was \$28 million, including \$1.9 million in operating fees. The Authority had an operating reserve at June 30, 2006 of \$2.5 million.

In its Five Year Plan for 2005 – 2009, the Authority has established three goals: (1) to increase the availability of decent, safe, and affordable housing for renters and homeowners, (2) to promote self-sufficiency and asset development of families and individuals, and (3) to ensure equal opportunity in housing for all residents.

In addition to offering a (tenant-based) voucher program, in 2006 the Housing Authority issued a Request for Proposals (“RFP”) for a project-based voucher program for existing housing. The Authority intends to offer project-based vouchers in FY 2007/2008.

In 2000, the Housing Authority formed a Resident Advisory Board (RAB) made up of Authority tenants. The Housing Authority is required to consider the comments of the RAB when preparing the Annual Plan. The RAB meets bi-monthly.

### **iii. Annual Plan Table of Contents**

[24 CFR Part 903.7 9 (r)]

Provide a table of contents for the Annual Plan, including attachments, and a list of supporting documents available for public inspection.

#### **Table of Contents**

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#### **Annual Plan**

- i. Executive Summary
- ii. Table of Contents
  1. Housing Needs
  2. Financial Resources
  3. Policies on Eligibility, Selection and Admissions
  4. Rent Determination Policies
  5. Operations and Management Policies
  6. Grievance Procedures
  7. Capital Improvement Needs
  8. Demolition and Disposition
  9. Designation of Housing
  10. Conversions of Public Housing
  11. Homeownership
  12. Community Service Programs
  13. Crime and Safety
  14. Pets (Inactive for January 1 PHAs)
  15. Civil Rights Certifications (included with PHA Plan Certifications)
  16. Audit
  17. Asset Management
  18. Other Information

#### **Attachments**

Indicate which attachments are provided by selecting all that apply. Provide the attachment’s name (A, B, etc.) in the space to the left of the name of the attachment. Note: If the attachment is provided as a SEPARATE file submission from the PHA Plans file, provide the file name in parentheses in the space to the right of the title.

Required Attachments:

- x Admissions Policy for Deconcentration

- FY 2005 Capital Fund Program Annual Statement
- Most recent board-approved operating budget (Required Attachment for PHAs that are troubled or at risk of being designated troubled ONLY)
- x List of Resident Advisory Board Members
- x List of Resident Board Members
- Community Service Description of Implementation
- Information on Pet Policy
- x Section 8 Homeownership Capacity Statement, if applicable
- x Description of Homeownership Programs, if applicable

Optional Attachments:

- PHA Management Organizational Chart
- FY 2005 Capital Fund Program 5 Year Action Plan
- Public Housing Drug Elimination Program (PHDEP) Plan
- Comments of Resident Advisory Board or Boards (must be attached if not included in PHA Plan text)
- Other (List below, providing each attachment name)

**Supporting Documents Available for Review**

Indicate which documents are available for public review by placing a mark in the "Applicable & On Display" column in the appropriate rows. All listed documents must be on display if applicable to the program activities conducted by the PHA.

<b>List of Supporting Documents Available for Review</b>		
<b>Applicable &amp; On Display</b>	<b>Supporting Document</b>	<b>Applicable Plan Component</b>
X	PHA Plan Certifications of Compliance with the PHA Plans and Related Regulations	5 Year and Annual Plans
X	State/Local Government Certification of Consistency with the Consolidated Plan	5 Year and Annual Plans
X	Fair Housing Documentation: Records reflecting that the PHA has examined its programs or proposed programs, identified any impediments to fair housing choice in those programs, addressed or is addressing those impediments in a reasonable fashion in view of the resources available, and worked or is working with local jurisdictions to implement any of the jurisdictions' initiatives to affirmatively further fair housing that require the PHA's involvement.	5 Year and Annual Plans
X	Consolidated Plan for the jurisdiction/s in which the PHA is located (which includes the Analysis of Impediments to Fair Housing Choice (AI)) and any additional backup data to support statement of housing needs in the jurisdiction	Annual Plan: Housing Needs
X	Most recent board-approved operating budget for the public housing program	Annual Plan: Financial Resources;
	Public Housing Admissions and (Continued) Occupancy Policy (A&O), which includes the Tenant Selection and Assignment Plan [TSAP]	Annual Plan: Eligibility, Selection, and Admissions Policies

<b>List of Supporting Documents Available for Review</b>		
<b>Applicable &amp; On Display</b>	<b>Supporting Document</b>	<b>Applicable Plan Component</b>
X	Section 8 Administrative Plan	Annual Plan: Eligibility, Selection, and Admissions Policies
	Public Housing Deconcentration and Income Mixing Documentation: 1. PHA board certifications of compliance with deconcentration requirements (section 16(a) of the US Housing Act of 1937, as implemented in the 2/18/99 <i>Quality Housing and Work Responsibility Act Initial Guidance; Notice</i> and any further HUD guidance) and 2. Documentation of the required deconcentration and income mixing analysis	Annual Plan: Eligibility, Selection, and Admissions Policies
	Public housing rent determination policies, including the methodology for setting public housing flat rents <input type="checkbox"/> check here if included in the public housing A & O Policy	Annual Plan: Rent Determination
	Schedule of flat rents offered at each public housing development <input type="checkbox"/> check here if included in the public housing A & O Policy	Annual Plan: Rent Determination
X	Section 8 rent determination (payment standard) policies X check here if included in Section 8 Administrative Plan	Annual Plan: Rent Determination
	Public housing management and maintenance policy documents, including policies for the prevention or eradication of pest infestation (including cockroach infestation)	Annual Plan: Operations and Maintenance
	Public housing grievance procedures <input type="checkbox"/> check here if included in the public housing A & O Policy	Annual Plan: Grievance Procedures
X	Section 8 informal review and hearing procedures X check here if included in Section 8 Administrative Plan	Annual Plan: Grievance Procedures
	The HUD-approved Capital Fund/Comprehensive Grant Program Annual Statement (HUD 52837) for the active grant year	Annual Plan: Capital Needs
	Most recent CIAP Budget/Progress Report (HUD 52825) for any active CIAP grant	Annual Plan: Capital Needs
	Most recent, approved 5 Year Action Plan for the Capital Fund/Comprehensive Grant Program, if not included as an attachment (provided at PHA option)	Annual Plan: Capital Needs
	Approved HOPE VI applications or, if more recent, approved or submitted HOPE VI Revitalization Plans or any other approved proposal for development of public housing	Annual Plan: Capital Needs
	Approved or submitted applications for demolition and/or disposition of public housing	Annual Plan: Demolition and Disposition
	Approved or submitted applications for designation of public	Annual Plan: Designation of

<b>List of Supporting Documents Available for Review</b>		
<b>Applicable &amp; On Display</b>	<b>Supporting Document</b>	<b>Applicable Plan Component</b>
	housing (Designated Housing Plans)	Public Housing
	Approved or submitted assessments of reasonable revitalization of public housing and approved or submitted conversion plans prepared pursuant to section 202 of the 1996 HUD Appropriations Act	Annual Plan: Conversion of Public Housing
	Approved or submitted public housing homeownership programs/plans	Annual Plan: Homeownership
X	Policies governing any Section 8 Homeownership program X check here if included in the Section 8 Administrative Plan	Annual Plan: Homeownership
X	Any cooperative agreement between the PHA and the TANF agency	Annual Plan: Community Service & Self-Sufficiency
X	FSS Action Plan/s for public housing and/or Section 8	Annual Plan: Community Service & Self-Sufficiency
	Most recent self-sufficiency (ED/SS, TOP or ROSS or other resident services grant) grant program reports	Annual Plan: Community Service & Self-Sufficiency
	The most recent Public Housing Drug Elimination Program (PHDEP) semi-annual performance report for any open grant and most recently submitted PHDEP application (PHDEP Plan)	Annual Plan: Safety and Crime Prevention
X	The most recent fiscal year audit of the PHA conducted under section 5(h)(2) of the U.S. Housing Act of 1937 (42 U.S.C. 1437c(h)), the results of that audit and the PHA's response to any findings	Annual Plan: Annual Audit
N/A	Troubled PHAs: MOA/Recovery Plan	Troubled PHAs
	Other supporting documents (optional) (list individually; use as many lines as necessary)	(specify as needed)

# 1. Statement of Housing Needs

[24 CFR Part 903.7 9 (a)]

## A. Housing Needs of Families in the Jurisdiction/s Served by the PHA

Based upon the information contained in the Consolidated Plan/s applicable to the jurisdiction, and/or other data available to the PHA, provide a statement of the housing needs in the jurisdiction by completing the following table. In the "Overall" Needs column, provide the estimated number of renter families that have housing needs. For the remaining characteristics, rate the impact of that factor on the housing needs for each family type, from 1 to 5, with 1 being "no impact" and 5 being "severe impact." Use N/A to indicate that no information is available upon which the PHA can make this assessment.

Housing Needs of Families in the Jurisdiction by Family Type							
Family Type	Overall	Afford-ability	Supply	Quality	Access-ibility	Size	Loca-tion
Income <= 30% of AMI	2,220	4	N/A	N/A	N/A	N/A	N/A
Income >30% but <=50% of AMI	2,032	2	N/A	N/A	N/A	N/A	N/A
Income >50% but <80% of AMI	2,853	1	N/A	N/A	N/A	N/A	N/A
Elderly	1,501	3	N/A	N/A	N/A	N/A	N/A
Families with Disabilities	3,273	3	N/A	N/A	N/A	N/A	N/A
Race/Ethnicity, <= 30% but < 80% of AMI	N/A	3	N/A	N/A	N/A	N/A	N/A
Race/Ethnicity							
Race/Ethnicity							
Race/Ethnicity							

What sources of information did the PHA use to conduct this analysis? (Check all that apply; all materials must be made available for public inspection.)

- Consolidated Plan of the Jurisdiction/s  
Indicate year: 2005 - 2009
- U.S. Census data: the Comprehensive Housing Affordability Strategy ("CHAS") dataset
- American Housing Survey data  
Indicate year:
- Other housing market study  
Indicate year:
- Other sources: (list and indicate year of information) City of Vallejo Housing Element, General Plan, 2003

**B. Housing Needs of Families on the Public Housing and Section 8  
Tenant- Based Assistance Waiting Lists**

State the housing needs of the families on the PHA's waiting list/s. Complete one table for each type of PHA-wide waiting list administered by the PHA. PHAs may provide separate tables for site-based or sub-jurisdictional public housing waiting lists at their option.

Housing Needs of Families on the Waiting List			
Waiting list type: (select one)			
<input checked="" type="checkbox"/> Section 8 tenant-based assistance			
<input type="checkbox"/> Public Housing			
<input type="checkbox"/> Combined Section 8 and Public Housing			
<input type="checkbox"/> Public Housing Site-Based or sub-jurisdictional waiting list (optional)			
If used, identify which development/subjurisdiction:			
	# of families	% of total families	Annual Turnover
Waiting list total	1,310		N/A
Extremely low income <=30% AMI	1,122	85.64	
Very low income (>30% but <=50% AMI)	188	14.36	
Low income (>50% but <80% AMI)	0		
Families with children	849	64.81	
Elderly families	105	8.02	
Families with Disabilities	195	14.89	
Race/ethnicity: Hispanic	49	3.74	
Race/ethnicity: Non-Hispanic	1,261	96.26	
Race/ethnicity: Native			

Housing Needs of Families on the Waiting List			
American/Alaskan Native	15	1.15	
Race/ethnicity: Asian	87	6.64	
Race/ethnicity: Native Hawaiian/Pacific Islander	2	0.15	
Race/ethnicity: Black/African American	1,084	82.75	
Race/ethnicity: White	122	9.31	
Characteristics by Bedroom Size (Public Housing Only) N/A			
1BR			
2 BR			
3 BR			
4 BR			
5 BR			
5+ BR			
Is the waiting list closed (select one)? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes If yes: How long has it been closed (# of months)? 1 Does the PHA expect to reopen the list in the PHA Plan year? No <input checked="" type="checkbox"/> Yes Does the PHA permit specific categories of families onto the waiting list, even if generally closed? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes			

**C. Strategy for Addressing Needs**

Provide a brief description of the PHA's strategy for addressing the housing needs of families in the jurisdiction and on the waiting list **IN THE UPCOMING YEAR**, and the Agency's reasons for choosing this strategy.

**(1) Strategies**

**Need: Shortage of affordable housing for all eligible populations**

**Strategy 1. Maximize the number of affordable units available to the PHA within its current resources by:**



Select all that apply

- Employ effective maintenance and management policies to minimize the number of public housing units off-line
- Reduce turnover time for vacated public housing units
- Reduce time to renovate public housing units
- Seek replacement of public housing units lost to the inventory through mixed finance development
- Seek replacement of public housing units lost to the inventory through section 8 replacement housing resources
- x Maintain or increase section 8 lease-up rates by establishing payment standards that will enable families to rent throughout the jurisdiction
- Undertake measures to ensure access to affordable housing among families assisted by the PHA, regardless of unit size required
- x Maintain or increase section 8 lease-up rates by marketing the program to owners, particularly those outside of areas of minority and poverty concentration
- Maintain or increase section 8 lease-up rates by effectively screening Section 8 applicants to increase owner acceptance of program
- x Participate in the Consolidated Plan development process to ensure coordination with broader community strategies
- Other (list below)

**Strategy 2: Increase the number of affordable housing units by:**

Select all that apply

- Apply for additional section 8 units should they become available
- x Leverage affordable housing resources in the community through the creation of mixed - finance housing
- Pursue housing resources other than public housing or Section 8 tenant-based assistance.
- Other: (list below)

**Need: Specific Family Types: Families at or below 30% of median**

**Strategy 1: Target available assistance to families at or below 30 % of AMI**

Select all that apply

- Exceed HUD federal targeting requirements for families at or below 30% of AMI in public housing
- Exceed HUD federal targeting requirements for families at or below 30% of AMI in tenant-based section 8 assistance
- Employ admissions preferences aimed at families with economic hardships
- Adopt rent policies to support and encourage work
- Other: (list below)

**Need: Specific Family Types: Families at or below 50% of median**

**Strategy 1: Target available assistance to families at or below 50% of AMI**

Select all that apply

- Employ admissions preferences aimed at families who are working
- Adopt rent policies to support and encourage work
- Other: (list below)

**Need: Specific Family Types: The Elderly**

**Strategy 1: Target available assistance to the elderly:**

Select all that apply

- Seek designation of public housing for the elderly
- x Apply for special-purpose vouchers targeted to the elderly, should they become available
- Other: (list below)

**Need: Specific Family Types: Families with Disabilities**

**Strategy 1: Target available assistance to Families with Disabilities:**

Select all that apply

- Seek designation of public housing for families with disabilities
- Carry out the modifications needed in public housing based on the section 504 Needs Assessment for Public Housing
- x Apply for special-purpose vouchers targeted to families with disabilities, should they become available
- x Affirmatively market to local non-profit agencies that assist families with disabilities
- Other: (list below)

**Need: Specific Family Types: Races or ethnicities with disproportionate housing needs**

**Strategy 1: Increase awareness of PHA resources among families of races and ethnicities with disproportionate needs:**

Select if applicable

- x Affirmatively market to races/ethnicities shown to have disproportionate housing needs
- Other: (list below)

**Strategy 2: Conduct activities to affirmatively further fair housing**

Select all that apply

- Counsel section 8 tenants as to location of units outside of areas of poverty or minority concentration and assist them to locate those units
- Market the section 8 program to owners outside of areas of poverty /minority concentrations
- Other: (list below)

**Other Housing Needs & Strategies: (list needs and strategies below)**

**(2) Reasons for Selecting Strategies**

Of the factors listed below, select all that influenced the PHA's selection of the strategies it will pursue:

- Funding constraints
- Staffing constraints
- Limited availability of sites for assisted housing
- Extent to which particular housing needs are met by other organizations in the community
- Evidence of housing needs as demonstrated in the Consolidated Plan and other information available to the PHA
- Influence of the housing market on PHA programs
- Community priorities regarding housing assistance
- Results of consultation with local or state government
- Results of consultation with residents and the Resident Advisory Board
- Results of consultation with advocacy groups
- Other: (list below)

**2. Statement of Financial Resources**

[24 CFR Part 903.7 9 (b)]

List the financial resources that are anticipated to be available to the PHA for the support of Federal public housing and tenant-based Section 8 assistance programs administered by the PHA during the Plan year. Note: the table assumes that Federal public housing or tenant based Section 8 assistance grant funds are expended on eligible purposes; therefore, uses of these funds need not be stated. For other funds, indicate the use for those funds as one of the following categories: public housing operations, public housing capital improvements, public housing safety/security, public housing supportive services, Section 8 tenant-based assistance, Section 8 supportive services or other.

<b>Financial Resources: Planned Sources and Uses</b>		
<b>Sources</b>	<b>Planned \$</b>	<b>Planned Uses</b>
<b>1. Federal Grants (FY 2005 grants)</b>		

<b>Financial Resources: Planned Sources and Uses</b>		
<b>Sources</b>	<b>Planned \$</b>	<b>Planned Uses</b>
a) Public Housing Operating Fund		
b) Public Housing Capital Fund		
c) HOPE VI Revitalization		
d) HOPE VI Demolition		
e) Annual Contributions for Section 8 Tenant-Based Assistance	24.4 million	
f) Public Housing Drug Elimination Program (including any Technical Assistance funds)		
g) Resident Opportunity and Self-Sufficiency Grants		
h) Community Development Block Grant		
i) HOME		
Other Federal Grants (list below)		
<b>2. Prior Year Federal Grants (unobligated funds only) (list below)</b>		
<b>3. Public Housing Dwelling Rental Income</b>		
<b>4. Other income (list below)</b>		
<b>4. Non-federal sources (list below)</b>		
<b>Total resources</b>	24.4 million	24.4 million

### **3. PHA Policies Governing Eligibility, Selection, and Admissions**

[24 CFR Part 903.7 9 (c)]

#### **A. Public Housing (Not Applicable)**

Exemptions: PHAs that do not administer public housing are not required to complete subcomponent 3A.

##### **(1) Eligibility**

a. When does the PHA verify eligibility for admission to public housing? (select all that apply)

- When families are within a certain number of being offered a unit: (state number)
- When families are within a certain time of being offered a unit: (state time)
- Other: (describe)

b. Which non-income (screening) factors does the PHA use to establish eligibility for admission to public housing (select all that apply)?

- Criminal or Drug-related activity
- Rental history
- Housekeeping
- Other (describe)

c.  Yes  No: Does the PHA request criminal records from local law enforcement agencies for screening purposes?

d.  Yes  No: Does the PHA request criminal records from State law enforcement agencies for screening purposes?

e.  Yes  No: Does the PHA access FBI criminal records from the FBI for screening purposes? (either directly or through an NCIC-authorized source)

##### **(2) Waiting List Organization**

a. Which methods does the PHA plan to use to organize its public housing waiting list (select all that apply)

- Community-wide list
- Sub-jurisdictional lists
- Site-based waiting lists
- Other (describe)

b. Where may interested persons apply for admission to public housing?

- PHA main administrative office
- PHA development site management office
- Other (list below)

c. If the PHA plans to operate one or more site-based waiting lists in the coming year, answer each of the following questions; if not, skip to subsection **(3) Assignment**

1. How many site-based waiting lists will the PHA operate in the coming year?

2.  Yes  No: Are any or all of the PHA's site-based waiting lists new for the upcoming year (that is, they are not part of a previously-HUD-approved site based waiting list plan)?  
If yes, how many lists?

3.  Yes  No: May families be on more than one list simultaneously?  
If yes, how many lists?

4. Where can interested persons obtain more information about and sign up to be on the site-based waiting lists (select all that apply)?

- PHA main administrative office
- All PHA development management offices
- Management offices at developments with site-based waiting lists
- At the development to which they would like to apply
- Other (list below)

### **(3) Assignment**

a. How many vacant unit choices are applicants ordinarily given before they fall to the bottom of or are removed from the waiting list? (select one)

- One
- Two
- Three or More

b.  Yes  No: Is this policy consistent across all waiting list types?

c. If answer to b is no, list variations for any other than the primary public housing waiting list/s for the PHA:

### **(4) Admissions Preferences**

a. Income targeting:

Yes  No: Does the PHA plan to exceed the federal targeting requirements by targeting more than 40% of all new admissions to public housing to families at or below 30% of median area income?

b. Transfer policies:

In what circumstances will transfers take precedence over new admissions? (list below)

- Emergencies
- Overhoused
- Underhoused
- Medical justification
- Administrative reasons determined by the PHA (e.g., to permit modernization work)
- Resident choice: (state circumstances below)
- Other: (list below)

c. Preferences

1.  Yes  No: Has the PHA established preferences for admission to public housing (other than date and time of application)? (If "no" is selected, skip to subsection **(5) Occupancy**)
  
2. Which of the following admission preferences does the PHA plan to employ in the coming year? (select all that apply from either former Federal preferences or other preferences)

Former Federal preferences:

- Involuntary Displacement (Disaster, Government Action, Action of Housing Owner, Inaccessibility, Property Disposition)
- Victims of domestic violence
- Substandard housing
- Homelessness
- High rent burden (rent is > 50 percent of income)

Other preferences: (select below)

- Working families and those unable to work because of age or disability
- Veterans and veterans' families
- Residents who live and/or work in the jurisdiction
- Those enrolled currently in educational, training, or upward mobility programs
- Households that contribute to meeting income goals (broad range of incomes)
- Households that contribute to meeting income requirements (targeting)
- Those previously enrolled in educational, training, or upward mobility programs
- Victims of reprisals or hate crimes
- Other preference(s) (list below)

3. If the PHA will employ admissions preferences, please prioritize by placing a "1" in the space that represents your first priority, a "2" in the box representing your second priority, and so on. If you give equal weight to one or more of these choices (either

through an absolute hierarchy or through a point system), place the same number next to each. That means you can use "1" more than once, "2" more than once, etc.

#### Date and Time

#### Former Federal preferences:

- Involuntary Displacement (Disaster, Government Action, Action of Housing Owner, Inaccessibility, Property Disposition)
- Victims of domestic violence
- Substandard housing
- Homelessness
- High rent burden

#### Other preferences (select all that apply)

- Working families and those unable to work because of age or disability
- Veterans and veterans' families
- Residents who live and/or work in the jurisdiction
- Those enrolled currently in educational, training, or upward mobility programs
- Households that contribute to meeting income goals (broad range of incomes)
- Households that contribute to meeting income requirements (targeting)
- Those previously enrolled in educational, training, or upward mobility programs
- Victims of reprisals or hate crimes
- Other preference(s) (list below)

#### 4. Relationship of preferences to income targeting requirements:

- The PHA applies preferences within income tiers
- Not applicable: the pool of applicant families ensures that the PHA will meet income targeting requirements

### **(5) Occupancy**

#### a. What reference materials can applicants and residents use to obtain information about the rules of occupancy of public housing (select all that apply)

- The PHA-resident lease
- The PHA's Admissions and (Continued) Occupancy policy
- PHA briefing seminars or written materials
- Other source (list)

#### b. How often must residents notify the PHA of changes in family composition? (select all that apply)

- At an annual reexamination and lease renewal



- Any time family composition changes
- At family request for revision
- Other (list)

**(6) Deconcentration and Income Mixing**

a.  Yes  No: Did the PHA's analysis of its family (general occupancy) developments to determine concentrations of poverty indicate the need for measures to promote deconcentration of poverty or income mixing?

b.  Yes  No: Did the PHA adopt any changes to its **admissions policies** based on the results of the required analysis of the need to promote deconcentration of poverty or to assure income mixing?

c. If the answer to b was yes, what changes were adopted? (select all that apply)

- Adoption of site-based waiting lists  
If selected, list targeted developments below:
- Employing waiting list "skipping" to achieve deconcentration of poverty or income mixing goals at targeted developments  
If selected, list targeted developments below:
- Employing new admission preferences at targeted developments  
If selected, list targeted developments below:
- Other (list policies and developments targeted below)

d.  Yes  No: Did the PHA adopt any changes to **other** policies based on the results of the required analysis of the need for deconcentration of poverty and income mixing?

e. If the answer to d was yes, how would you describe these changes? (select all that apply)

- Additional affirmative marketing
- Actions to improve the marketability of certain developments
- Adoption or adjustment of ceiling rents for certain developments
- Adoption of rent incentives to encourage deconcentration of poverty and income-mixing

Other (list below)

f. Based on the results of the required analysis, in which developments will the PHA make special efforts to attract or retain higher-income families? (select all that apply)

- Not applicable: results of analysis did not indicate a need for such efforts  
 List (any applicable) developments below:

g. Based on the results of the required analysis, in which developments will the PHA make special efforts to assure access for lower-income families? (select all that apply)

- Not applicable: results of analysis did not indicate a need for such efforts  
 List (any applicable) developments below:

## **B. Section 8**

Exemptions: PHAs that do not administer section 8 are not required to complete sub-component 3B. Unless otherwise specified, all questions in this section apply only to the tenant-based section 8 assistance program (vouchers, and until completely merged into the voucher program, certificates).

### **(1) Eligibility**

a. What is the extent of screening conducted by the PHA? (select all that apply)

- Criminal or drug-related activity only to the extent required by law or regulation  
 Criminal and drug-related activity, more extensively than required by law or regulation  
 More general screening than criminal and drug-related activity (list factors below)  
 Other (list below)

b. Yes  No: Does the PHA request criminal records from local law enforcement agencies for screening purposes?

c. Yes  No: Does the PHA request criminal records from State law enforcement agencies for screening purposes?

d.  Yes  No: Does the PHA access FBI criminal records from the FBI for screening purposes? (either directly or through an NCIC-authorized source)

The PHA requests criminal records from a credit reporting agency.

e. Indicate what kinds of information you share with prospective landlords? (select all that apply)

- x Criminal or drug-related activity
- x Other (describe below):  
Negative tenancy history, failure to comply with lease.

**(2) Waiting List Organization**

a. With which of the following program waiting lists is the section 8 tenant-based assistance waiting list merged? (select all that apply)

- x None
- Federal public housing
- Federal moderate rehabilitation
- Federal project-based certificate program
- Other federal or local program (list below)

b. Where may interested persons apply for admission to section 8 tenant-based assistance? (select all that apply)

- x PHA main administrative office
- x Other (list below):  
On line, via application printed in the newspaper, via applications located at various social service agencies.

**(3) Search Time**

a. x Yes  No: Does the PHA give extensions on standard 60-day period to search for a unit?

If yes, state circumstances below:

All tenants have 120 days to search for a unit. Non-disabled tenants may request extensions in writing in 30-day increments, for up to two additional months, or for a total of 180 days. Disabled tenants may request extensions in writing in 30-day increments, for eight (8) additional months, or for a total of 365 days.

**(4) Admissions Preferences**

a. Income targeting

Yes x No: Does the PHA plan to exceed the federal targeting requirements by targeting more than 75% of all new admissions to the section 8 program to families at or below 30% of median area income?

b. Preferences

1. x Yes  No: Has the PHA established preferences for admission to section 8 tenant-based assistance? (other than date and time of application) (if no, skip to subcomponent (5) Special purpose Section 8 Assistance Programs)

2. Which of the following admission preferences does the PHA plan to employ in the coming year? (select all that apply from either former Federal preferences or other preferences)

Former Federal preferences

- Involuntary Displacement (Disaster, Government Action, Action of Housing Owner, Inaccessibility, Property Disposition)
- Victims of domestic violence
- Substandard housing
- Homelessness
- High rent burden (rent is > 50 percent of income)

Other preferences (select all that apply)

- Working families and those unable to work because of age or disability
- x Veterans and veterans' families
- x Residents who live and/or work in your jurisdiction
- Those enrolled currently in educational, training, or upward mobility programs
- Households that contribute to meeting income goals (broad range of incomes)
- Households that contribute to meeting income requirements (targeting)
- Those previously enrolled in educational, training, or upward mobility programs
- Victims of reprisals or hate crimes
- x Other preference(s) (list below):
  - Persons with disabilities
  - Homeless families who have school-aged children attending school in Vallejo

3. If the PHA will employ admissions preferences, please prioritize by placing a "1" in the space that represents your first priority, a "2" in the box representing your second priority, and so on. If you give equal weight to one or more of these choices (either through an absolute hierarchy or through a point system), place the same number next to each. That means you can use "1" more than once, "2" more than once, etc.

Date and Time

Former Federal preferences

- Involuntary Displacement (Disaster, Government Action, Action of Housing Owner, Inaccessibility, Property Disposition)
- Victims of domestic violence

Substandard housing  
Homelessness  
High rent burden

Other preferences (select all that apply)

- Working families and those unable to work because of age or disability
- 3 Veterans and veterans' families
- 1 Residents who live and/or work in your jurisdiction
- Those enrolled currently in educational, training, or upward mobility programs
- Households that contribute to meeting income goals (broad range of incomes)
- Households that contribute to meeting income requirements (targeting)
- Those previously enrolled in educational, training, or upward mobility programs
- Victims of reprisals or hate crimes
- Other preference(s) (list below):
- 2 Persons with disabilities.
- 4 Homeless families with school-aged children attending school in Vallejo.
- 5 Single persons who are elderly, displaced, homeless, or persons with disabilities.

4. Among applicants on the waiting list with equal preference status, how are applicants selected? (select one)

- x Date and time of application
- Drawing (lottery) or other random choice technique

5. If the PHA plans to employ preferences for "residents who live and/or work in the jurisdiction" (select one)

- x This preference has previously been reviewed and approved by HUD
- The PHA requests approval for this preference through this PHA Plan

6. Relationship of preferences to income targeting requirements: (select one)

- x The PHA applies preferences within income tiers
- Not applicable: the pool of applicant families ensures that the PHA will meet income targeting requirements

**(5) Special Purpose Section 8 Assistance Programs**

a. In which documents or other reference materials are the policies governing eligibility, selection, and admissions to any special-purpose section 8 program administered by the PHA contained? (select all that apply)

- The Section 8 Administrative Plan
- Briefing sessions and written materials
- Other (list below)

b. How does the PHA announce the availability of any special-purpose section 8 programs to the public?

- Through published notices
- Other (list below)

#### **4. PHA Rent Determination Policies (Not Applicable)**

[24 CFR Part 903.79 (d)]

##### **A. Public Housing**

Exemptions: PHAs that do not administer public housing are not required to complete sub-component 4A.

##### **(1) Income Based Rent Policies**

Describe the PHA's income based rent setting policy/ies for public housing using, including discretionary (that is, not required by statute or regulation) income disregards and exclusions, in the appropriate spaces below.

a. Use of discretionary policies: (select one)

- The PHA will not employ any discretionary rent-setting policies for income based rent in public housing. Income-based rents are set at the higher of 30% of adjusted monthly income, 10% of unadjusted monthly income, the welfare rent, or minimum rent (less HUD mandatory deductions and exclusions). (If selected, skip to sub-component (2))

---or---

- The PHA employs discretionary policies for determining income based rent (If selected, continue to question b.)

b. Minimum Rent

1. What amount best reflects the PHA's minimum rent? (select one)

- \$0
- \$1-\$25
- \$26-\$50

2.  Yes  No: Has the PHA adopted any discretionary minimum rent hardship exemption policies?

3. If yes to question 2, list these policies below:

c. Rents set at less than 30% than adjusted income

1.  Yes  No: Does the PHA plan to charge rents at a fixed amount or percentage less than 30% of adjusted income?

2. If yes to above, list the amounts or percentages charged and the circumstances under which these will be used below:

d. Which of the discretionary (optional) deductions and/or exclusions policies does the PHA plan to employ (select all that apply)

For the earned income of a previously unemployed household member

For increases in earned income

Fixed amount (other than general rent-setting policy)

If yes, state amount/s and circumstances below:

Fixed percentage (other than general rent-setting policy)

If yes, state percentage/s and circumstances below:

For household heads

For other family members

For transportation expenses

For the non-reimbursed medical expenses of non-disabled or non-elderly families

Other (describe below)

e. Ceiling rents

1. Do you have ceiling rents? (rents set at a level lower than 30% of adjusted income) (select one)

Yes for all developments

Yes but only for some developments

No

2. For which kinds of developments are ceiling rents in place? (select all that apply)

- For all developments
- For all general occupancy developments (not elderly or disabled or elderly only)
- For specified general occupancy developments
- For certain parts of developments; e.g., the high-rise portion
- For certain size units; e.g., larger bedroom sizes
- Other (list below)

3. Select the space or spaces that best describe how you arrive at ceiling rents (select all that apply)

- Market comparability study
- Fair market rents (FMR)
- 95<sup>th</sup> percentile rents
- 75 percent of operating costs
- 100 percent of operating costs for general occupancy (family) developments
- Operating costs plus debt service
- The "rental value" of the unit
- Other (list below)

f. Rent re-determinations:

1. Between income reexaminations, how often must tenants report changes in income or family composition to the PHA such that the changes result in an adjustment to rent? (select all that apply)

- Never
- At family option
- Any time the family experiences an income increase
- Any time a family experiences an income increase above a threshold amount or percentage: (if selected, specify threshold)\_\_\_\_\_
- Other (list below)

g.  Yes  No: Does the PHA plan to implement individual savings accounts for residents (ISAs) as an alternative to the required 12 month disallowance of earned income and phasing in of rent increases in the next year?

**(2) Flat Rents**



1. In setting the market-based flat rents, what sources of information did the PHA use to establish comparability? (select all that apply.)

- The section 8 rent reasonableness study of comparable housing
- Survey of rents listed in local newspaper
- Survey of similar unassisted units in the neighborhood
- Other (list/describe below)

## B. Section 8 Tenant-Based Assistance

Exemptions: PHAs that do not administer Section 8 tenant-based assistance are not required to complete sub-component 4B. Unless otherwise specified, all questions in this section apply only to the tenant-based section 8 assistance program (vouchers, and until completely merged into the voucher program, certificates).

### (1) Payment Standards

Describe the voucher payment standards and policies.

a. What is the PHA's payment standard? (select the category that best describes your standard)

- At or above 90% but below 100% of FMR
- 100% of FMR
- Above 100% but at or below 110% of FMR
- Above 110% of FMR (if HUD approved; describe circumstances below)

b. If the payment standard is lower than FMR, why has the PHA selected this standard? (select all that apply)

- FMRs are adequate to ensure success among assisted families in the PHA's segment of the FMR area
- The PHA has chosen to serve additional families by lowering the payment standard
- Reflects market or submarket
- Other (list below)

c. If the payment standard is higher than FMR, why has the PHA chosen this level? (select all that apply)

- FMRs are not adequate to ensure success among assisted families in the PHA's segment of the FMR area
- Reflects market or submarket
- To increase housing options for families
- Other (list below)

- d. How often are payment standards reevaluated for adequacy? (select one)
- Annually
  - Other (list below):  
Or when the market experiences a major change.
- e. What factors will the PHA consider in its assessment of the adequacy of its payment standard? (select all that apply)
- Success rates of assisted families
  - Rent burdens of assisted families
  - Other (list below)

**(2) Minimum Rent**

- a. What amount best reflects the PHA's minimum rent? (select one)
- \$0
  - \$1-\$25
  - \$26-\$50
- b.  Yes  No: Has the PHA adopted any discretionary minimum rent hardship exemption policies? (if yes, list below)  
- 0 – rent. Minimum rent is an option.

**5. Operations and Management**

[24 CFR Part 903.7 9 (e)]

Exemptions from Component 5: High performing and small PHAs are not required to complete this section. Section 8 only PHAs must complete parts A, B, and C(2)

**A. PHA Management Structure**

Describe the PHA's management structure and organization.

(select one)

- An organization chart showing the PHA's management structure and organization is attached.
- A brief description of the management structure and organization of the PHA follows:

The Housing and Community Development Manager is responsible for the operation of the entire Housing and Community Development Division of the Community Development Department, which includes the Vallejo Housing Authority. The Housing and Community Development Manager directly supervises two Senior Community Development Analysts, one Housing Accounting Specialist, and the Secretary. One of the Senior Community Development Analysts supervises three

Leased Property Negotiators, a Senior Housing Specialist, four Housing Specialists, a Family Self-sufficiency Coordinator, and a part-time Homeownership Coordinator. The Secretary supervises three Administrative Clerks.

**B. HUD Programs Under PHA Management**

List Federal programs administered by the PHA, number of families served at the beginning of the upcoming fiscal year, and expected turnover in each. (Use "NA" to indicate that the PHA does not operate any of the programs listed below.)

Program Name	Units or Families Served at Year Beginning	Expected Turnover
Public Housing		
Section 8 Vouchers	1,937	200
Section 8 Certificates		
Section 8 Mod Rehab		
Special Purpose Section 8 Certificates/Vouchers (list individually)		
Public Housing Drug Elimination Program (PHDEP)		
Other Federal Programs(list individually)		

**C. Management and Maintenance Policies**

List the PHA's public housing management and maintenance policy documents, manuals and handbooks that contain the Agency's rules, standards, and policies that govern maintenance and management of public housing, including a description of any measures necessary for the prevention or eradication of pest infestation (which includes cockroach infestation) and the policies governing Section 8 management.

- (1) Public Housing Maintenance and Management: (list below)
- (2) Section 8 Management: (list below)  
Administrative Plan

## **6. PHA Grievance Procedures**

[24 CFR Part 903.7 9 (f)]

Exemptions from component 6: High performing PHAs are not required to complete component 6. Section 8-Only PHAs are exempt from sub-component 6A.

### **A. Public Housing (Not Applicable)**

1.  Yes  No: Has the PHA established any written grievance procedures in addition to federal requirements found at 24 CFR Part 966, Subpart B, for residents of public housing?

If yes, list additions to federal requirements below:

2. Which PHA office should residents or applicants to public housing contact to initiate the PHA grievance process? (select all that apply)
- PHA main administrative office
  - PHA development management offices
  - Other (list below)

### **B. Section 8 Tenant-Based Assistance**

1.  Yes  No: Has the PHA established informal review procedures for applicants to the Section 8 tenant-based assistance program and informal hearing procedures for families assisted by the Section 8 tenant-based assistance program in addition to federal requirements found at 24 CFR 982?

If yes, list additions to federal requirements below:

2. Which PHA office should applicants or assisted families contact to initiate the informal review and informal hearing processes? (select all that apply)
- PHA main administrative office
  - Other (list below)

## **7. Capital Improvement Needs (Not Applicable)**

[24 CFR Part 903.7 9 (g)]

Exemptions from Component 7: Section 8-only PHAs are not required to complete this component and may skip to Component 8.

**A. Capital Fund Activities**

Exemptions from sub-component 7A: PHAs that will not participate in the Capital Fund Program may skip to component 7B. All other PHAs must complete 7A as instructed.

**(1) Capital Fund Program Annual Statement**

Using parts I, II, and III of the Annual Statement for the Capital Fund Program (CFP), identify capital activities the PHA is proposing for the upcoming year to ensure long-term physical and social viability of its public housing developments. This statement can be completed by using the CFP Annual Statement tables provided in the table library at the end of the PHA Plan template OR, at the PHA's option, by completing and attaching a properly updated HUD-52837.

Select one:

The Capital Fund Program Annual Statement is provided as an attachment to the PHA Plan at Attachment (state name)

-or-

The Capital Fund Program Annual Statement is provided below: (if selected, copy the CFP Annual Statement from the Table Library and insert here)

**(2) Optional 5-Year Action Plan**

Agencies are encouraged to include a 5-Year Action Plan covering capital work items. This statement can be completed by using the 5 Year Action Plan table provided in the table library at the end of the PHA Plan template OR by completing and attaching a properly updated HUD-52834.

a.  Yes  No: Is the PHA providing an optional 5-Year Action Plan for the Capital Fund? (if no, skip to sub-component 7B)

b. If yes to question a, select one:

The Capital Fund Program 5-Year Action Plan is provided as an attachment to the PHA Plan at Attachment (state name)

-or-

The Capital Fund Program 5-Year Action Plan is provided below: (if selected, copy the CFP optional 5 Year Action Plan from the Table Library and insert here)

**B. HOPE VI and Public Housing Development and Replacement Activities (Non-Capital Fund) (Not Applicable)**

Applicability of sub-component 7B: All PHAs administering public housing. Identify any approved HOPE VI and/or public housing development or replacement activities not described in the Capital Fund Program Annual Statement.

- Yes  No: a) Has the PHA received a HOPE VI revitalization grant? (if no, skip to question c; if yes, provide responses to question b for each grant, copying and completing as many times as necessary)
- b) Status of HOPE VI revitalization grant (complete one set of questions for each grant)

1. Development name:
2. Development (project) number:
3. Status of grant: (select the statement that best describes the current status)

- Revitalization Plan under development
- Revitalization Plan submitted, pending approval
- Revitalization Plan approved
- Activities pursuant to an approved Revitalization Plan underway

- Yes  No: c) Does the PHA plan to apply for a HOPE VI Revitalization grant in the Plan year?
- If yes, list development name/s below:

- Yes  No: d) Will the PHA be engaging in any mixed-finance development activities for public housing in the Plan year?
- If yes, list developments or activities below:

- Yes  No: e) Will the PHA be conducting any other public housing development or replacement activities not discussed in the Capital Fund Program Annual Statement?
- If yes, list developments or activities below:

## **8. Demolition and Disposition (Not Applicable)**

[24 CFR Part 903.7 9 (h)]

Applicability of component 8: Section 8 only PHAs are not required to complete this section.

1.  Yes  No: Does the PHA plan to conduct any demolition or disposition activities (pursuant to section 18 of the U.S. Housing Act of 1937 (42 U.S.C. 1437p)) in the plan Fiscal Year? (If "No", skip to component 9; if "yes", complete one activity description for each development.)

### 2. Activity Description

- Yes  No: Has the PHA provided the activities description information in the **optional** Public Housing Asset Management Table? (If “yes”, skip to component 9. If “No”, complete the Activity Description table below.)

<b>Demolition/Disposition Activity Description</b>	
1a. Development name:	
1b. Development (project) number:	
2. Activity type: Demolition <input type="checkbox"/>	
Disposition <input type="checkbox"/>	
3. Application status (select one)	
Approved <input type="checkbox"/>	
Submitted, pending approval <input type="checkbox"/>	
Planned application <input type="checkbox"/>	
4. Date application approved, submitted, or planned for submission: (DD/MM/YY)	
5. Number of units affected:	
6. Coverage of action (select one)	
<input type="checkbox"/> Part of the development	
<input type="checkbox"/> Total development	
7. Timeline for activity:	
a. Actual or projected start date of activity:	
b. Projected end date of activity:	

**9. Designation of Public Housing for Occupancy by Elderly Families or Families with Disabilities or Elderly Families and Families with Disabilities (Not Applicable)**

[24 CFR Part 903.7 9 (i)]

Exemptions from Component 9; Section 8 only PHAs are not required to complete this section.

1.  Yes  No: Has the PHA designated or applied for approval to designate or does the PHA plan to apply to designate any public housing for occupancy only by the elderly families or only by families with disabilities, or by elderly families and families with disabilities or will apply for designation for occupancy by only elderly families or only families with disabilities, or by elderly families and families with disabilities as provided by section 7 of the U.S. Housing Act of 1937 (42 U.S.C. 1437e) in the upcoming fiscal year? (If “No”, skip to component 10. If “yes”, complete one activity description for each development, unless the PHA is eligible to complete a streamlined submission; PHAs completing streamlined submissions may skip to component 10.)

2. Activity Description

Yes  No: Has the PHA provided all required activity description information for this component in the **optional** Public Housing Asset Management Table? If “yes”, skip to component 10. If “No”, complete the Activity Description table below.

<b>Designation of Public Housing Activity Description</b>	
1a. Development name:	
1b. Development (project) number:	
2. Designation type:	
Occupancy by only the elderly	<input type="checkbox"/>
Occupancy by families with disabilities	<input type="checkbox"/>
Occupancy by only elderly families and families with disabilities	<input type="checkbox"/>
3. Application status (select one)	
Approved; included in the PHA’s Designation Plan	<input type="checkbox"/>
Submitted, pending approval	<input type="checkbox"/>
Planned application	<input type="checkbox"/>
4. Date this designation approved, submitted, or planned for submission:	(DD/MM/YY)
5. If approved, will this designation constitute a (select one)	
New Designation Plan	<input type="checkbox"/>
Revision of a previously-approved Designation Plan?	<input type="checkbox"/>
6. Number of units affected:	
7. Coverage of action (select one)	
Part of the development	<input type="checkbox"/>
Total development	<input type="checkbox"/>

**10. Conversion of Public Housing to Tenant-Based Assistance**

**(Not Applicable)**

[24 CFR Part 903.7 9 (j)]

Exemptions from Component 10; Section 8-only PHAs are not required to complete this section.

**A. Assessments of Reasonable Revitalization Pursuant to section 202 of the HUD FY 1996 HUD Appropriations Act**

1.  Yes  No: Have any of the PHA’s developments or portions of developments been identified by HUD or the PHA as covered under section 202 of the HUD FY 1996 HUD Appropriations Act? (If “No”, skip to component 11; if “yes”, complete one activity description for each identified development, unless eligible to complete a streamlined submission. PHAs



completing streamlined submissions may skip to component 11.)

**2. Activity Description**

Yes  No: Has the PHA provided all required activity description information for this component in the **optional** Public Housing Asset Management Table? If "yes", skip to component 11. If "No", complete the Activity Description table below.

<b>Conversion of Public Housing Activity Description</b>	
1a. Development name:	
1b. Development (project) number:	
2. What is the status of the required assessment?	
<input type="checkbox"/> Assessment underway <input type="checkbox"/> Assessment results submitted to HUD <input type="checkbox"/> Assessment results approved by HUD (if marked, proceed to next question) <input type="checkbox"/> Other (explain below)	
3. <input type="checkbox"/> Yes <input type="checkbox"/> No: Is a Conversion Plan required? (If yes, go to block 4; if no, go to block 5.)	
4. Status of Conversion Plan (select the statement that best describes the current status)	
<input type="checkbox"/> Conversion Plan in development <input type="checkbox"/> Conversion Plan submitted to HUD on: (DD/MM/YYYY) <input type="checkbox"/> Conversion Plan approved by HUD on: (DD/MM/YYYY) <input type="checkbox"/> Activities pursuant to HUD-approved Conversion Plan underway	
5. Description of how requirements of Section 202 are being satisfied by means other than conversion (select one)	
<input type="checkbox"/> Units addressed in a pending or approved demolition application (date submitted or approved: ) <input type="checkbox"/> Units addressed in a pending or approved HOPE VI demolition application (date submitted or approved: ) <input type="checkbox"/> Units addressed in a pending or approved HOPE VI Revitalization Plan (date submitted or approved: ) <input type="checkbox"/> Requirements no longer applicable: vacancy rates are less than 10 percent <input type="checkbox"/> Requirements no longer applicable: site now has less than 300 units <input type="checkbox"/> Other: (describe below)	

**B. Reserved for Conversions pursuant to Section 22 of the U.S. Housing Act of 1937**

**C. Reserved for Conversions pursuant to Section 33 of the U.S. Housing Act of 1937**

**11. Homeownership Programs Administered by the PHA**

[24 CFR Part 903.7 9 (k)]

**(Not Applicable)**

**A. Public Housing**

Exemptions from Component 11A: Section 8 only PHAs are not required to complete 11A.

1.  Yes  No: Does the PHA administer any homeownership programs administered by the PHA under an approved section 5(h) homeownership program (42 U.S.C. 1437c(h)), or an approved HOPE I program (42 U.S.C. 1437aaa) or has the PHA applied or plan to apply to administer any homeownership programs under section 5(h), the HOPE I program, or section 32 of the U.S. Housing Act of 1937 (42 U.S.C. 1437z-4). (If “No”, skip to component 11B; if “yes”, complete one activity description for each applicable program/plan, unless eligible to complete a streamlined submission due to **small PHA** or **high performing PHA** status. PHAs completing streamlined submissions may skip to component 11B.)

2. Activity Description

Yes  No: Has the PHA provided all required activity description information for this component in the **optional** Public Housing Asset Management Table? (If “yes”, skip to component 12. If “No”, complete the Activity Description table below.)

<b>Public Housing Homeownership Activity Description (Complete one for each development affected)</b>	
1a. Development name:	
1b. Development (project) number:	
2. Federal Program authority:	
<input type="checkbox"/>	HOPE I
<input type="checkbox"/>	5(h)
<input type="checkbox"/>	Turnkey III
<input type="checkbox"/>	Section 32 of the USHA of 1937 (effective 10/1/99)
3. Application status: (select one)	
<input type="checkbox"/>	Approved; included in the PHA’s Homeownership Plan/Program

<input type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application
4. Date Homeownership Plan/Program approved, submitted, or planned for submission: (DD/MM/YYYY)
5. Number of units affected:
6. Coverage of action: (select one)
<input type="checkbox"/> Part of the development <input type="checkbox"/> Total development

## B. Section 8 Tenant Based Assistance

1. x Yes  No: Does the PHA plan to administer a Section 8 Homeownership program pursuant to Section 8(y) of the U.S.H.A. of 1937, as implemented by 24 CFR part 982 ? (If "No", skip to component 12; if "yes", describe each program under #2 below (copy and complete questions for each program identified), unless the PHA is eligible to complete a streamlined submission due to high performer status. **High performing PHAs** may skip to component 12.)

### 2. Program Description:

VHA administers a Section 8 Homeownership Program. Preference for participation in this program will be given only to Family Self-sufficiency Program participants. VHA has estimated that five (5) or fewer participants will purchase homes during the life of the Annual Plan.

#### a. Size of Program

- x Yes  No: Will the PHA limit the number of families participating in the section 8 homeownership option?

If the answer to the question above was yes, which statement best describes the number of participants? (select one)

- x      25 or fewer participants  
      26 - 50 participants  
      51 to 100 participants  
      more than 100 participants

#### b. PHA-established eligibility criteria

- Yes x No: Will the PHA's program have eligibility criteria for participation in its Section 8 Homeownership Option program in addition to HUD criteria?

If yes, list criteria below:

## **12. PHA Community Service and Self-sufficiency Programs**

[24 CFR Part 903.7 9 (I)]

Exemptions from Component 12: High performing and small PHAs are not required to complete this component. Section 8-Only PHAs are not required to complete sub-component C.

### **A. PHA Coordination with the Welfare (TANF) Agency**

#### 1. Cooperative agreements:

- x Yes  No: Has the PHA has entered into a cooperative agreement with the TANF Agency, to share information and/or target supportive services (as contemplated by section 12(d)(7) of the Housing Act of 1937)?

If yes, what was the date that agreement was signed? 21/04/99  
In addition, the Memorandum of Understanding (MOU) with County of Solano Health and Social Services is currently being updated. The term of the new MOU will be 7/1/07 through 6/30/10.

#### 2. Other coordination efforts between the PHA and TANF agency (select all that apply)

- x Client referrals  
x Information sharing regarding mutual clients (for rent determinations and otherwise)  
x Coordinate the provision of specific social and self-sufficiency services and programs to eligible families  
 Jointly administer programs  
Partner to administer a HUD Welfare-to-Work voucher program  
 Joint administration of other demonstration program  
 Other (describe)

### **B. Services and programs offered to residents and participants**

#### **(1) General**

##### a. Self-Sufficiency Policies

Which, if any of the following discretionary policies will the PHA employ to enhance the economic and social self-sufficiency of assisted families in the following areas? (select all that apply)

- Public housing rent determination policies  
 Public housing admissions policies  
x Section 8 admissions policies  
 Preference in admission to section 8 for certain public housing families

- Preferences for families working or engaging in training or education programs for non-housing programs operated or coordinated by the PHA
- Preference/eligibility for public housing homeownership option participation
- Preference/eligibility for section 8 homeownership option participation
- Other policies (list below)

b. Economic and Social self-sufficiency programs

Yes x No: Does the PHA coordinate, promote or provide any programs to enhance the economic and social self-sufficiency of residents? (If "yes", complete the following table; if "no" skip to sub-component 2, Family Self Sufficiency Programs. The position of the table may be altered to facilitate its use. )

Services and Programs				
Program Name & Description (including location, if appropriate)	Estimated Size	Allocation Method (waiting list/random selection/specific criteria/other)	Access (development office / PHA main office / other provider name)	Eligibility (public housing or section 8 participants or both)
<i>See FSS, below.</i>				

**(2) Family Self Sufficiency program/s**

a. Participation Description

Family Self Sufficiency (FSS) Participation		
Program	Required Number of Participants (start of FY 2005 Estimate)	Actual Number of Participants (As of: 22/02/07)
Public Housing		

Section 8	60	140
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- b.  Yes  No: If the PHA is not maintaining the minimum program size required by HUD, does the most recent FSS Action Plan address the steps the PHA plans to take to achieve at least the minimum program size? N/A  
If no, list steps the PHA will take below:

**C. Welfare Benefit Reductions N/A**

1. The PHA is complying with the statutory requirements of section 12(d) of the U.S. Housing Act of 1937 (relating to the treatment of income changes resulting from welfare program requirements) by: (select all that apply)

- Adopting appropriate changes to the PHA's public housing rent determination policies and train staff to carry out those policies
- Informing residents of new policy on admission and reexamination
- Actively notifying residents of new policy at times in addition to admission and reexamination.
- Establishing or pursuing a cooperative agreement with all appropriate TANF agencies regarding the exchange of information and coordination of services
- Establishing a protocol for exchange of information with all appropriate TANF agencies
- Other: (list below)

**D. Reserved for Community Service Requirement pursuant to section 12(c) of the U.S. Housing Act of 1937**

**13. PHA Safety and Crime Prevention Measures (Not Applicable)**

[24 CFR Part 903.7 9 (m)]

Exemptions from Component 13: High performing and small PHAs not participating in PHDEP and Section 8-only PHAs may skip to component 15. High Performing and small PHAs that are participating in PHDEP and are submitting a PHDEP Plan with this PHA Plan may skip to sub-component D.

**A. Need for measures to ensure the safety of public housing residents**

1. Describe the need for measures to ensure the safety of public housing residents (select all that apply)

- High incidence of violent and/or drug-related crime in some or all of the PHA's developments
- High incidence of violent and/or drug-related crime in the areas surrounding or adjacent to the PHA's developments
- Residents fearful for their safety and/or the safety of their children
- Observed lower-level crime, vandalism and/or graffiti
- People on waiting list unwilling to move into one or more developments due to perceived and/or actual levels of violent and/or drug-related crime
- Other (describe below)

2. What information or data did the PHA used to determine the need for PHA actions to improve safety of residents (select all that apply).

- Safety and security survey of residents
- Analysis of crime statistics over time for crimes committed "in and around" public housing authority
- Analysis of cost trends over time for repair of vandalism and removal of graffiti
- Resident reports
- PHA employee reports
- Police reports
- Demonstrable, quantifiable success with previous or ongoing anticrime/anti drug programs
- Other (describe below)

3. Which developments are most affected? (list below)

**B. Crime and Drug Prevention activities the PHA has undertaken or plans to undertake in the next PHA fiscal year**

1. List the crime prevention activities the PHA has undertaken or plans to undertake: (select all that apply)

- Contracting with outside and/or resident organizations for the provision of crime- and/or drug-prevention activities
- Crime Prevention Through Environmental Design
- Activities targeted to at-risk youth, adults, or seniors
- Volunteer Resident Patrol/Block Watchers Program
- Other (describe below)

2. Which developments are most affected? (list below)

**C. Coordination between PHA and the police**

1. Describe the coordination between the PHA and the appropriate police precincts for carrying out crime prevention measures and activities: (select all that apply)

- Police involvement in development, implementation, and/or ongoing evaluation of drug-elimination plan
- Police provide crime data to housing authority staff for analysis and action
- Police have established a physical presence on housing authority property (e.g., community policing office, officer in residence)
- Police regularly testify in and otherwise support eviction cases
- Police regularly meet with the PHA management and residents
- Agreement between PHA and local law enforcement agency for provision of above-baseline law enforcement services
- Other activities (list below)

2. Which developments are most affected? (list below)

**D. Additional information as required by PHDEP/PHDEP Plan**

PHAs eligible for FY 2005 PHDEP funds must provide a PHDEP Plan meeting specified requirements prior to receipt of PHDEP funds.

- Yes  No: Is the PHA eligible to participate in the PHDEP in the fiscal year covered by this PHA Plan?
- Yes  No: Has the PHA included the PHDEP Plan for FY 2005 in this PHA Plan?
- Yes  No: This PHDEP Plan is an Attachment. (Attachment Filename: \_\_\_\_)

**14. RESERVED FOR PET POLICY (Not Applicable)**

[24 CFR Part 903.7 9 (n)]

**15. Civil Rights Certifications**

[24 CFR Part 903.7 9 (o)]

Civil rights certifications are included in the PHA Plan Certifications of Compliance with the PHA Plans and Related Regulations.

**16. Fiscal Audit**

[24 CFR Part 903.7 9 (p)]



1. x Yes  No: Is the PHA required to have an audit conducted under section 5(h)(2) of the U.S. Housing Act of 1937 (42 U.S.C. 1437c(h))?  
(If no, skip to component 17.)
2. x Yes  No: Was the most recent fiscal audit submitted to HUD?
3.  Yes x No: Were there any findings as the result of that audit?
4.  Yes  No: If there were any findings, do any remain unresolved?  
If yes, how many unresolved findings remain? \_\_\_\_\_
5.  Yes  No: Have responses to any unresolved findings been submitted to HUD?  
If not, when are they due (state below)?

### **17. PHA Asset Management (Not Applicable)**

[24 CFR Part 903.7 9 (q)]

Exemptions from component 17: Section 8 Only PHAs are not required to complete this component. High performing and small PHAs are not required to complete this component.

1.  Yes  No: Is the PHA engaging in any activities that will contribute to the long-term asset management of its public housing stock, including how the Agency will plan for long-term operating, capital investment, rehabilitation, modernization, disposition, and other needs that have **not** been addressed elsewhere in this PHA Plan?
2. What types of asset management activities will the PHA undertake? (select all that apply)
  - Not applicable
  - Private management
  - Development-based accounting
  - Comprehensive stock assessment
  - Other: (list below)
3.  Yes  No: Has the PHA included descriptions of asset management activities in the **optional** Public Housing Asset Management Table?

### **18. Other Information**

[24 CFR Part 903.7 9 (r)]

#### **A. Resident Advisory Board Recommendations**

1.  Yes  No: Did the PHA receive any comments on the PHA Plan from the Resident Advisory Board/s? The RAB will meet on 3/29/07 to review the proposed Annual Plan and provide comments.

2. If yes, the comments are: (if comments were received, the PHA **MUST** select one)

- Attached at Attachment (File name)
- Provided below:

3. In what manner did the PHA address those comments? (select all that apply)

- Considered comments, but determined that no changes to the PHA Plan were necessary.
- The PHA changed portions of the PHA Plan in response to comments  
List changes below:
- Other: (list below)

### **B. Description of Election process for Residents on the PHA Board**

1.  Yes x No: Does the PHA meet the exemption criteria provided section 2(b)(2) of the U.S. Housing Act of 1937? (If no, continue to question 2; if yes, skip to sub-component C.)

2.  Yes x No: Was the resident who serves on the PHA Board elected by the residents? (If yes, continue to question 3; if no, skip to sub-component C.)

### 3. Description of Resident Election Process

a. Nomination of candidates for place on the ballot: (select all that apply)

- Candidates were nominated by resident and assisted family organizations
- Candidates could be nominated by any adult recipient of PHA assistance
- Self-nomination: Candidates registered with the PHA and requested a place on ballot
- Other: (describe)

b. Eligible candidates: (select one)

- Any recipient of PHA assistance
- Any head of household receiving PHA assistance
- Any adult recipient of PHA assistance
- Any adult member of a resident or assisted family organization
- Other (list)

c. Eligible voters: (select all that apply)

- All adult recipients of PHA assistance (public housing and section 8 tenant-based assistance)
- Representatives of all PHA resident and assisted family organizations

Other (list)

**C. Statement of Consistency with the Consolidated Plan**

For each applicable Consolidated Plan, make the following statement (copy questions as many times as necessary).

1. Consolidated Plan jurisdiction: City of Vallejo
2. The PHA has taken the following steps to ensure consistency of this PHA Plan with the Consolidated Plan for the jurisdiction: (select all that apply)
  - x The PHA has based its statement of needs of families in the jurisdiction on the needs expressed in the Consolidated Plan/s.
  - x The PHA has participated in any consultation process organized and offered by the Consolidated Plan agency in the development of the Consolidated Plan.
  - x The PHA has consulted with the Consolidated Plan agency during the development of this PHA Plan.
  - x Activities to be undertaken by the PHA in the coming year are consistent with the initiatives contained in the Consolidated Plan. (list below)

Other: (list below)

4. The Consolidated Plan of the jurisdiction supports the PHA Plan with the following actions and commitments: (describe below)

The one year Action Plan for Fiscal Year 2007/2008 in the Consolidated Plan will outline a program of investment of over \$2.2 million in new Federal Community Development Block Grant (CDBG) Program funds, HOME Investment Partnerships Program funds, and program income (revenue). Funds will primarily be spent on housing, neighborhood improvements, and social services. This Action Plan includes the period beginning July 1, 2007 and ending June 30, 2008.

The Consolidated Plan establishes priorities for various housing programs by weighing the severity of needs for assistance among the population groups most in need, analyzing the housing stock and market conditions, and assessing the resources likely to be available over the life of the Consolidated Plan.

Based on the above, one of the groups that has been identified as a high priority for assistance is very low-income renters, through HUD Housing Choice Vouchers; the Family Self-sufficiency Program; and the preservation, rehabilitation, and construction of housing for very low-income persons.

#### **D. Other Information Required by HUD**

Use this section to provide any additional information requested by HUD.

The City of Vallejo Housing and Redevelopment Commission (HRC) reviewed and provided comments on the draft FY 2007/2008 Annual Plan for the City of Vallejo Housing Authority at its regular meeting on March 14, 2007. The Commission noted several omissions and amendments needed to the Annual Plan, including on pages 27, 35, 41, and 43. Other comments included: (1) there are a high number of African-American residents (83 percent of the total) on the Housing Authority Waiting List; and (2) the client goals proposed for the Family Self-sufficiency Program and homeownership assistance are low. Staff believes this is because of limited funding being available for these activities, which tends to result in conservative yet realistic goals being set in these areas. After discussion, the HRC voted unanimously, 6-0-0, to recommend approval of the Annual Plan by the Housing Authority Board of Commissioners.

## **Attachments**

Use this section to provide any additional attachments referenced in the Plans.

## ATTACHMENT: ADMISSIONS POLICY FOR DECONCENTRATION

The HA will communicate the status of housing availability to other service providers in the community, and advise them of housing eligibility factors and guidelines in order that they can make proper referrals for housing assistance.

### **N. OWNER OUTREACH**

The HA makes a concerted effort to keep private owners informed of legislative changes in the tenant-based program, which are designed to make the program more attractive to owners. This includes informing participant owners of applicable legislative changes in program requirements.

The HA encourages owners of decent, safe and sanitary housing units to lease to Section 8 families.

The HA conducts periodic meetings with participating owners to improve owner relations and to recruit new owners.

The HA maintains a list of interested landlords and a list of units available for the Section 8 Program and updates this list at least monthly. When listings from owners are received, they will be compiled by the HA staff by bedroom size.

The HA will maintain lists of available housing submitted by owners in all neighborhoods within the Housing Authority's jurisdiction to ensure greater mobility and housing choice to very low income households. The lists of owners/units will be provided at the front desk and provided at briefings.

The staff of the HA initiates personal contact with private property owners and managers by conducting formal and informal discussions and meetings.

Printed material is offered to acquaint owners and managers with the opportunities available under the program.

The HA has active participation in a community based organization(s) comprised of private property and apartment owners and managers.

The HA will actively recruit property owners with property located outside areas of minority and poverty concentration and apply for exception payment standards if the HA determines it is necessary to make the program more accessible in the HA's jurisdiction.

The HA encourages program participation by owners of units located outside areas of poverty or minority concentration. The HA periodically evaluates the demographic distribution of assisted families to identify areas within the jurisdiction where owner outreach should be targeted. The purpose of these activities is to provide more choices and better housing opportunities to families. Voucher holders are informed of a broad range of areas where they may lease units inside the HA's jurisdiction and given a list of landlords or other parties who are willing to lease units or help families who desire to live outside areas of poverty or minority concentration.

In the event that the HA determines families are leasing in areas of high minority or poverty concentration, the HA will work with a nonprofit agency through the regional counseling program who contacts others in the area, identifies families in the program, and counsels the families on their prospective move and services available in the areas in which the family is interested.

The HA shall endeavor to:

Develop working relationships with owners and real estate broker associations.

Establish contact with civic, charitable or neighborhood organizations which have an interest in housing for low-income families and public agencies concerned with obtaining housing for displacements.

Explain the program, including equal opportunity requirements and nondiscrimination requirements, including Fair Housing Amendments Act of 1988 and Americans with Disabilities Act, to real estate agents, landlords, and other groups that have dealings with low-income families or are interested in housing such families.

## **List of Resident Advisory Board Members**

Addie J. Everheart, Chair  
Kurt Boardman  
Cynthia Edwards  
Janice Lewis-Coleman  
Diane Orozco  
Teresa Papillon  
Lydia Pitchford



## **List of Resident Board Members**

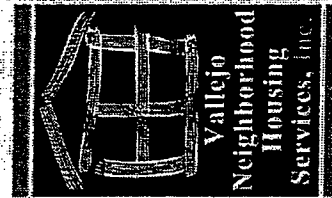
Chairman Anthony J. Intintoli, Jr.  
Vice Chair Gary Cloutier  
Commissioner Gerald Davis  
Commissioner Tony Pearsall  
Commissioner Tom Bartee  
Commissioner Stephanie Gomes  
Commissioner Hermie Sunga  
Commissioner Addie J. Everheart  
Commissioner Lydia Pitchford

## **Homeownership Capacity Statement**

The Vallejo Housing Authority's Section 8 Homeownership Program has established a minimum homeowner downpayment requirement of at least three percent, and requires that at least one percent of the downpayment come from the family's resources. The Authority also requires that financing for the purchase of a home under its Section 8 Homeownership Program is provided, insured, or guaranteed by the state or Federal government, complies with secondary mortgage market underwriting requirements; and complies with generally accepted private sector underwriting standards.

### Mission Statement

The specific purpose of this corporation is to facilitate the production, acquisition, rehabilitation and preservation of housing for low to moderate income households in order to combat community deterioration and to preserve neighborhood stability. To this end, the corporation develops, owns and manages housing in the public and community interests; expands credit opportunities to residents through education and product line; helps home owners/residents to improve housing conditions; and fosters creation and development of locally based partnerships to address the physical, economic, and social needs of neighborhoods.

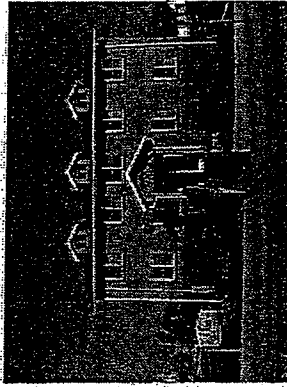


### VALLEJO AREA MEDIAN INCOME GUIDELINES (AMI)

		80% of AMI			
# in family:		1	2	3	4
		41,450	47,350	52,300	59,200
		63,950	68,650	73,400	78,150

VNHS  
Down Payment/Closing  
Cost Assistance Programs

NeighborWorks®  
HomeOwnership  
Center



### National Partners Include:

Bank of America, Communityde, Fannie Mae, Freddie Mac,  
& NeighborWorks® America

Some programs are funded by the City of Vallejo using  
CDBG & HOME funds which are provided by HUD.

A Non Profit Organization  
Phone: 707-552-4663

## Vallejo Neighborhood Housing Services, Inc.

Vallejo Neighborhood Housing Services, Inc. (VNHS) offers down payment assistance loans as well as closing cost assistance to families when purchasing a home. There are three programs available, each with their own set of guidelines:

**Incorporated** - available for properties located in the city limits of Vallejo; maximum of 20% of the sales price for families at or below 80% of the AMI (*see chart on back*). In addition, a grant of up to 3% of the sales price for non-recurring closing costs is available. Borrower must put 1% down. If the house was built prior to January 1, 1978, the maximum funding available is \$25,000.00 (including closing costs) unless the house has been certified to be lead based paint abated. Loans are amortized over a 30 year period.

**VNHS service areas** - maximum of 20% of the sales price. Property must be located in Solano, Napa or Lake County, or the cities of Concord, Pittsburg, and Antioch (located in Contra Costa County). If the house was built prior to January 1, 1978, the maximum funding available is \$25,000.00 unless the house has been certified to be lead based paint abated. According to funding source, term of loan may be amortized over a 30 year period or 30 years with repayment due in 10 years. No closing cost assistance available.

**Housing Choice Voucher Program** (formerly known as Section 8 Home Ownership Program) - VNHS has special financing available for approved housing choice voucher participants in Vallejo, Benicia, and Fairfield. Prospective clients should contact their case worker for specifics. Details of the financing will be discussed on an individual basis.

*Client must complete a certified Home Buyer Education class.*

Please return this form if you would like someone to contact you for the following:

- |   |  |
|---|--|
| <input type="checkbox"/> Purchase Information       | <input type="checkbox"/> Rehabilitation        |
| <input type="checkbox"/> Down Payment Assistance    | <input type="checkbox"/> Rental Rehabilitation |
| <input type="checkbox"/> Refinancing/Rehabilitation | <input type="checkbox"/> Home Buyers Club      |

Comments:

Name \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

Vallejo Neighborhood  
Housing Services, Inc.  
610 Lemon Street  
Vallejo CA 94590

Phone: 707-552-HOME (4663)  
Fax: 707-643-2143  
www.vallejontlus.org

**PHA Plan  
Table Library  
(Not Applicable)**

**Component 7**

**Capital Fund Program Annual Statement  
Parts I, II, and II**

**Annual Statement**

**Capital Fund Program (CFP) Part I: Summary**

Capital Fund Grant Number      FFY of Grant Approval: (MM/YYYY)

Original Annual Statement

Line No.	Summary by Development Account	Total Estimated Cost
1	Total Non-CGP Funds	
2	1406 Operations	
3	1408 Management Improvements	
4	1410 Administration	
5	1411 Audit	
6	1415 Liquidated Damages	
7	1430 Fees and Costs	
8	1440 Site Acquisition	
9	1450 Site Improvement	
10	1460 Dwelling Structures	
11	1465.1 Dwelling Equipment-Nonexpendable	
12	1470 Nondwelling Structures	
13	1475 Nondwelling Equipment	
14	1485 Demolition	
15	1490 Replacement Reserve	
16	1492 Moving to Work Demonstration	
17	1495.1 Relocation Costs	
18	1498 Mod Used for Development	
19	1502 Contingency	
20	<b>Amount of Annual Grant (Sum of lines 2-19)</b>	
21	Amount of line 20 Related to LBP Activities	
22	Amount of line 20 Related to Section 504 Compliance	
23	Amount of line 20 Related to Security	
24	Amount of line 20 Related to Energy Conservation Measures	

**Annual Statement**  
**Capital Fund Program (CFP) Part II: Supporting Table**

Development Number/Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Total Estimated Cost

**Annual Statement**

**Capital Fund Program (CFP) Part III: Implementation Schedule**

Development Number/Name HA-Wide Activities	All Funds Obligated (Quarter Ending Date)	All Funds Expended (Quarter Ending Date)

## Optional Table for 5-Year Action Plan for Capital Fund (Component 7)

Complete one table for each development in which work is planned in the next 5 PHA fiscal years. Complete a table for any PHA-wide physical or management improvements planned in the next 5 PHA fiscal year. Copy this table as many times as necessary. Note: PHAs need not include information from Year One of the 5-Year cycle, because this information is included in the Capital Fund Program Annual Statement.

Optional 5-Year Action Plan Tables				
Development Number	Development Name (or indicate PHA wide)	Number Vacant Units	% Vacancies in Development	
Description of Needed Physical Improvements or Management Improvements		Estimated Cost		Planned Start Date (HA Fiscal Year)
<b>Total estimated cost over next 5 years</b>				





## Standard PHA Plan PHA Certifications of Compliance

U.S. Department of Housing and Urban Development  
Office of Public and Indian Housing

### **PHA Certifications of Compliance with the PHA Plans and Related Regulations: Board Resolution to Accompany the *Standard Annual, Standard 5-Year/Annual, and Streamlined 5-Year/Annual PHA Plans***

*Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official if there is no Board of Commissioners, I approve the submission of the x standard Annual,    standard 5-Year/Annual or    streamlined 5-Year/Annual PHA Plan for the PHA fiscal year beginning 7/07, hereinafter referred to as "the Plan", of which this document is a part and make the following certifications and agreements with the Department of Housing and Urban Development (HUD) in connection with the submission of the Plan and implementation thereof:*

1. The Plan is consistent with the applicable comprehensive housing affordability strategy (or any plan incorporating such strategy) for the jurisdiction in which the PHA is located.
2. The Plan contains a certification by the appropriate State or local officials that the Plan is consistent with the applicable Consolidated Plan, which includes a certification that requires the preparation of an Analysis of Impediments to Fair Housing Choice, for the PHA's jurisdiction and a description of the manner in which the PHA Plan is consistent with the applicable Consolidated Plan.
3. The PHA has established a Resident Advisory Board or Boards, the membership of which represents the residents assisted by the PHA, consulted with this Board or Boards in developing the Plan, and considered the recommendations of the Board or Boards (24 CFR 903.13). The PHA has included in the Plan submission a copy of the recommendations made by the Resident Advisory Board or Boards and a description of the manner in which the Plan addresses these recommendations.
4. The PHA made the proposed Plan and all information relevant to the public hearing available for public inspection at least 45 days before the hearing, published a notice that a hearing would be held and conducted a hearing to discuss the Plan and invited public comment.
5. The PHA will carry out the Plan in conformity with Title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990.
6. The PHA will affirmatively further fair housing by examining their programs or proposed programs, identify any impediments to fair housing choice within those programs, address those impediments in a reasonable fashion in view of the resources available and work with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement and maintain records reflecting these analyses and actions.
7. For PHA Plan that includes a policy for site based waiting lists:
  - The PHA regularly submits required data to HUD's MTCS in an accurate, complete and timely manner (as specified in PIH Notice 99-2);
  - The system of site-based waiting lists provides for full disclosure to each applicant in the selection of the development in which to reside, including basic information about available sites; and an estimate of the period of time the applicant would likely have to wait to be admitted to units of different sizes and types at each site;
  - Adoption of site-based waiting list would not violate any court order or settlement agreement or be inconsistent with a pending complaint brought by HUD;
  - The PHA shall take reasonable measures to assure that such waiting list is consistent with affirmatively furthering fair housing;
  - The PHA provides for review of its site-based waiting list policy to determine if it is consistent with civil rights laws and certifications, as specified in 24 CFR part 903.7( c)( 1).
8. The PHA will comply with the prohibitions against discrimination on the basis of age pursuant to the Age Discrimination Act of 1975.
9. The PHA will comply with the Architectural Barriers Act of 1968 and 24 CFR Part 41, Policies and Procedures for the Enforcement of Standards and Requirements for Accessibility by the Physically Handicapped.
10. The PHA will comply with the requirements of section 3 of the Housing and Urban Development Act of 1968, Employment Opportunities for Low-or Very-Low Income Persons, and with its implementing regulation at 24 CFR Part 135.
11. The PHA has submitted with the Plan a certification with regard to a drug free workplace required by 24 CFR Part 24, Subpart F.
12. The PHA has submitted with the Plan a certification with regard to compliance with restrictions on lobbying required by 24 CFR Part 87, together with disclosure forms if required by this Part, and with restrictions on payments to influence Federal Transactions, in accordance with the Byrd Amendment and implementing regulations at 49 CFR Part 24.

13. The PHA will comply with acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations at 49 CFR Part 24 as applicable.
14. The PHA will take appropriate affirmative action to award contracts to minority and women's business enterprises under 24 CFR 5.105( a).
15. The PHA will provide HUD or the responsible entity any documentation that the Department needs to carry out its review under the National Environmental Policy Act and other related authorities in accordance with 24 CFR Part 58.
16. With respect to public housing the PHA will comply with Davis-Bacon or HUD determined wage rate requirements under section 12 of the United States Housing Act of 1937 and the Contract Work Hours and Safety Standards Act.
17. The PHA will keep records in accordance with 24 CFR 85.20 and facilitate an effective audit to determine compliance with program requirements.
18. The PHA will comply with the Lead-Based Paint Poisoning Prevention Act and 24 CFR Part 35.
19. The PHA will comply with the policies, guidelines, and requirements of OMB Circular No. A-87 (Cost Principles for State, Local and Indian Tribal Governments) and 24 CFR Part 85 (Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments.).
20. The PHA will undertake only activities and programs covered by the Plan in a manner consistent with its Plan and will utilize covered grant funds only for activities that are approvable under the regulations and included in its Plan.
21. All attachments to the Plan have been and will continue to be available at all times and all locations that the PHA Plan is available for public inspection. All required supporting documents have been made available for public inspection along with the Plan and additional requirements at the primary business office of the PHA and at all other times and locations identified by the PHA in its PHA Plan and will continue to be made available at least at the primary business office of the PHA.

Housing Authority of the  
City of Vallejo

CA055

PHA Name

PHA Number/HA Code

- Standard PHA Plan for Fiscal Year: 20 07
- Standard Five-Year PHA Plan for Fiscal Years 20\_\_ - 20\_\_, including Annual Plan for FY 20\_\_
- Streamlined Five-Year PHA Plan for Fiscal Years 20\_\_ - 20\_\_, including Annual Plan for FY 20\_\_

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official Laura J. Simpson	Title Housing and Community Development Manager
Signature X	Date 4/10/07

**Certification by State or Local Official of PHA Plans Consistency with  
the Consolidated Plan**

I, Joseph M. Tanner the Executive Director certify  
that the Five Year and Annual PHA Plan of the City of Vallejo Housing Authority is  
consistent with the Consolidated Plan of the City of Vallejo prepared  
pursuant to 24 CFR Part 91.

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Signed / Dated by Appropriate State or Local Official

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

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

THAT WHEREAS, April 2007 marks the 39<sup>h</sup> anniversary of Title VIII of the Civil Rights Act of 1968, the Federal Fair Housing Act, which provided for equal opportunity for all Americans in the sale, rental, and financing of housing, and prohibited housing discrimination on the basis of race, color, religion, sex, handicap, familial status, age, or national origin.

WHEREAS, the Fair Housing Amendments Act of 1988 added familial status and handicap to those classes protected by Title VIII for the first time in Federal law and added strong new rights, remedies, monetary penalties, and judicial and administrative enforcement procedures.

WHEREAS, it is the solemn and sworn duty of government at all levels to protect and defend the rights of all its citizens and oppose housing discrimination whenever and wherever it occurs.

WHEREAS, legal barriers to equal opportunity in housing, no matter how subtle, that diminish the rights of some of our citizens diminish the rights of all.

WHEREAS, the City of Vallejo fully supports the intents and purposes of the Federal Fair Housing Act and pursues policies and practices to achieve those ends.

WHEREAS, the City of Vallejo and its elected leaders exhort all agencies, institutions, and individuals, public and private, in the community to do the same.

NOW THEREFORE BE IT RESOLVED that I, Anthony J. Intintoli, Jr., Mayor of the City of Vallejo, and the Vallejo City Council, do hereby proclaim April 2007 as "Fair Housing Month."

ADOPTED by the Council of the City of Vallejo at a regular meeting held on April 3, 2007, with the following vote:

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

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

THAT WHEREAS, the Community Development Block Grant (CDBG) Program was started 32 years ago with the intention of providing local governments with monies to address the needs of persons of low- and moderate-income.

WHEREAS, Community Development Block Grant funds are used to address pressing neighborhood, affordable housing, and human service needs.

WHEREAS, the City of Vallejo has used CDBG funds to pay for critically-needed public improvements, social services, and housing activities.

WHEREAS, the Community Development Block Grant Program has assumed increasing importance for meeting pressing community problems.

WHEREAS, the CDBG Program is important and vital to the City of Vallejo.

NOW THEREFORE, I, Anthony J. Intintoli, Jr., Mayor of the City of Vallejo, and the Vallejo City Council, do hereby proclaim the week of April 9, 2007 to be "Community Development Week".

ADOPTED by the Council of the City of Vallejo at a regular meeting held on April 3, 2007, with the following vote:



CONSENT C.

Agenda Item No.

---

**COUNCIL COMMUNICATION**

Date: April 3, 2007

TO: Honorable Mayor and Members of the City Council

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

SUBJECT: Contract for Crime Laboratory Services

BACKGROUND AND DISCUSSION

As previously reported, neither the Police Department nor Solano County have the facilities, expertise, or equipment necessary for DNA testing, firearms examinations, ballistics testing and other evidence analysis. For the past ten years, the Police Department has contracted with the Contra Costa County Sheriff's Department for crime laboratory services. However, that laboratory is overwhelmed with criminalistics casework for their County and we are experiencing significant delays in the completion of Vallejo cases. As a result, we have been seeking alternatives. Last year, we entered into an agreement with the San Mateo County Sheriff's Department to provide supplemental forensic services including crime scene response. Additionally, the California Department of Justice has agreed to provide limited criminalistics services for homicide investigations at no charge.

For the past year the Police Department also has been utilizing the services of the Alameda County Sheriff's Department Criminalistics Laboratory as a supplement to our agreements with Contra Costa and San Mateo Counties. The services provided by Alameda County have proven to be very cost effective and efficient. The current hourly rate for Contra Costa County is \$195.00 and San Mateo County \$155.00. The hourly rate for Alameda County is \$91.00. Therefore, some savings will result from approval of this agreement.

RECOMMENDATION

Approve the agreement with Alameda County Sheriff's Department for forensic services.

ALTERNATIVES CONSIDERED

None.

## ENVIRONMENTAL REVIEW

Not applicable.

## PROPOSED ACTION

Adopt the resolution authorizing the City Manager or his designee to execute the attached agreement with the Alameda County Sheriff's Department for Police Department forensic services.

## DOCUMENTS ATTACHED

- a. Resolution authorizing the City Manager or his designee to execute the attached agreement with the Alameda County Sheriff's Department.
- b. Proposed Agreement with the Alameda County Sheriff's Department for July 1, 2006 through June 30, 2007 with Exhibit A.

## CONTACT PERSON

PREPARED BY: Captain JoAnn West, Vallejo Police Department  
(707) 648-4516  
E-mail: [jwest@ci.vallejo.ca.us](mailto:jwest@ci.vallejo.ca.us)



RESOLUTION NO. 07-

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

WHEREAS, the extent and nature of crime in Vallejo warrant extensive forensic and evidence analysis services for the identification and prosecution of criminals; and

WHEREAS, establishing, equipping, and staffing a forensic services division and crime laboratory facility in Vallejo is cost prohibitive; and

WHEREAS, the County of Alameda Sheriff's Department has a complete forensic services division and crime laboratory with expertise in evidence analysis.

NOW, THEREFORE, BE IT RESOLVED, that the Vallejo City Council hereby authorizes the Chief of Police to execute the proposed agreements between the County of Alameda and the City of Vallejo for Crime Laboratory Services, a copy of which are attached hereto and made a part hereof.

April 3, 2007

K:/CITYWIDE/PUBLIC/AI/PD/Alameda Crime Lab Update SR 032007

**AGREEMENT BETWEEN THE COUNTY OF ALAMEDA  
AND THE CITY OF VALLEJO REGARDING FORENSIC SCIENCE SERVICES  
PROVIDED BY THE ALAMEDA COUNTY SHERIFF'S CRIMINALISTICS  
LABORATORY TO THE CITY OF VALLEJO**

THIS AGREEMENT ("the Agreement") is made and entered into this first day of July 2006 by and between the COUNTY OF ALAMEDA, hereinafter referred to as "COUNTY", and the CITY OF VALLEJO, hereinafter referred to as "CITY". CITY and COUNTY are from time to time referred to individually as a "Party" and collectively as the "Parties".

**RECITALS**

- A. The COUNTY, acting through the Alameda County Sheriff's Office ("ACSO"), and the CITY, acting through the Vallejo Police Department ("POLICE DEPT), are parties to the Agreement.
- B. The CITY and its POLICE DEPT desire to contract with the COUNTY and its Sheriff's Office for Forensic Science Services provided by the Criminalistics Laboratory ("ACSO Crime Lab"). Forensic services will include analysis and identification of controlled substances evidence, examination of firearms evidence and NIBIN (National Integrated Ballistics Information Network) database entry, DNA Analysis, and expert witness testimony related thereto.
- C. The CITY seeks services described herein, and the SHERIFF'S OFFICE is willing to provide such services, from July 1, 2006 through June 30 2007, pursuant to the terms and conditions set forth herein. Said term may be renewed or extended upon mutual written agreement of the parties.
- D. The CITY and COUNTY desire to review annually, prior to February 15<sup>th</sup> of each year, the level of service provided under the agreement and associated costs and to mutually agree on appropriate adjustments prior to termination, amendment or renewal of the Agreement

THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

**I. SERVICES TO BE PERFORMED**

- A. **FORENSIC SCIENCE LABORATORY SERVICES.** The COUNTY agrees to provide, through the ACSO Crime Lab, to the CITY and its POLICE DEPT the following Forensic Science Laboratory Services:

1. the forensic lab analysis and identification of common controlled substances;
2. the forensic examination of firearms evidence (firearms, fired bullets, expended cartridge cases) and NIBIN database entry DNA Analysis; and
3. expert witness testimony resultant from criminal casework performed under terms of this contract.

**B. BASIC LEVEL OF SERVICE.** The basic level of ACSO CRIME LAB service shall include:

1. receipt of properly secured evidence;
2. receipt of required request-for-services forms and police agency crime report(s);
3. positive chain-of-custody processing and documentation;
4. forensic lab analysis and formal reporting of findings;
5. release of evidence upon completion of forensic work to an authorized POLICE DEPT agent; and
6. subsequent monthly billing to the POLICE DEPT for services rendered.

**C. FORENSIC SERVICES PROVIDED.** The forensic science services provided under terms of this agreement will be limited to those listed above in section I. A. The ACSO CRIME LAB reserves the right to prioritize all requests for services.

**II. COST AND BILLING PROCEDURES**

**A. COST OF SERVICES.** Services for the agreement period will be billed at the current Fees for Services Rate Structure attached hereto as Attachment A and incorporated herein. Fees for court testimony that results from work performed pursuant to this contract will be determined by mutual written agreement of the parties.

**B. BILLING AND PAYMENT.** The ACSO CRIME LAB shall deliver to the POLICE DEPT within ten (10) days after the end of each month services were performed an itemized invoice that covers the cost of services performed during said month. The POLICE DEPT shall pay THE ALAMEDA COUNTY TREASURER within thirty (30) days after the date of delivery of said invoice. The POLICE DEPT acknowledges that the monthly bill may be unable to reflect the final costs of that month due to continuation of casework from one month into the next, and actual completed case costs will be invoiced in the month of casework completion. If such payment is not received by THE COUNTY

TREASURER within thirty (30) days after receipt of said invoice, THE CRIME LAB is entitled to recover interest thereof. Said interest shall be at the rate of five percent (5%) on any portion owed per calendar month, or any portion thereof, calculated from the last day of the month in which the services were performed for each month until paid in full.

- C. BILLING DISPUTES. In the event that the POLICE DEPT disputes any portion of the monthly invoice submitted by THE ACSO CRIME LAB pursuant to section II.B, the ACSO's CRIME LAB Captain shall meet with the City Manager to attempt to resolve the dispute. If the dispute is not resolved to the satisfaction of the POLICE DEPT or SHERIFF'S OFFICE, either party may seek any available legal or equitable remedies under California law.

### III. INDEMNIFICATION/HOLD HARMLESS

A. To the fullest extent permitted by law, COUNTY shall defend, indemnify and hold harmless CITY and its officers, agents, departments, officials, representatives and employees from and against any and all claims, liabilities, loss, costs, damages, injury or death, fees, expenses, demands and actions including payment of reasonable attorneys' fees arising out of or resulting from: the performance of this Contract, or any part thereof, or any negligent act or omission of COUNTY, its contractor(s), sub-contractor(s) or anyone directly or indirectly employed by COUNTY (collectively, "Liabilities") except where such Liabilities are proximately caused solely by the negligence or willful misconduct of any Indemnitee.

B. To the fullest extent permitted by law, CITY shall defend, indemnify and hold harmless COUNTY and its officers, agents, departments, officials, representatives and employees from and against any and all claims, liabilities, loss, costs, damages, injury or death, fees, expenses, demands and actions including payment of reasonable attorneys' fees arising out of or resulting from: the performance of this Contract, or any part thereof, or any negligent act or omission of CITY, its contractor(s), sub-contractor(s) or anyone directly or indirectly employed by CITY (collectively, "Liabilities") except where such Liabilities are proximately caused solely by the negligence or willful misconduct of any Indemnitee.

### IV. GENERAL PROVISIONS

- A. CITY COOPERATION. To facilitate the performance of the services to be performed pursuant to the Agreement, it is hereby agreed that the

ACSO CRIME LAB shall have full cooperation and assistance from the POLICE DEPT, its officers and employees.

B. PROVISION OF LABOR, SUPPLIES, AND EQUIPMENT. For the purpose of performing the services hereunder, the ACSO CRIME LAB shall furnish and supply all laboratory labor and supervision, laboratory equipment, analytical instrumentation, and laboratory supplies necessary to provide analytical services to be rendered hereunder. The POLICE DEPT shall furnish and supply all labor and materials associated with their collection, packaging and transmittal of physical evidence from POLICE DEPT custody to the ACSO CRIME LAB custody.

V. EFFECTIVE DATE; TERM; TERMINATION

This Agreement shall have an effective date of July 1, 2006, and shall run for a period of one (1) year ending June 30, 2007. The Agreement may be supplemented, amended or modified at any time by mutual written consent by authorized representatives of both parties or terminated upon two (2) months prior written notice by either party. For the purposes of this paragraph regarding amendments or termination, the Sheriff is the COUNTY'S authorized representative.

**EXECUTION PAGE FOLLOWS**

**COUNTY OF ALAMEDA**

**CITY OF VALLEJO**

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

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

Scott Haggerty  
President, Board of Supervisors

Joseph M. Tanner  
City Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_  
City Clerk

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

Greg Ahern  
Sheriff-Coroner

Date: \_\_\_\_\_

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Richard E. Winnie, County Counsel

City Attorney

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

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

Alameda County Risk Manager

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

**Alameda County Sheriff's Criminalistics Laboratory  
Fees For Services Rate Structure  
Effective July 1, 2003**

**Hourly rates:**

Evidence examination/analysis/identification and report:

- Criminalist Hourly Rate - \$91.00 per hour.
- Crime Lab Technician Hourly Rate - \$65.00 per hour.

**Flat Fee Rates:**

Specific examinations/analysis/identification and report:

- Common Controlled Substances - \$62.00 per item.  
Specifically: Marijuana, methamphetamine, cocaine, cocaine base, or heroin. (Note - All other Controlled Substances at the analyst's hourly rate.)
- Gunshot Residue kit examination - \$548.00 per kit (two disks).
- N.I.B.I.N. Database entry - Firearm examination - \$120.00 each.
- N.I.B.I.N. Database entry - Cartridge case - \$39.00 each.
- N.I.B.I.N. Database entry - Fired bullet - \$72.00 each.

\*\*\*



**Alameda County Sheriff's Office Criminalistics Laboratory**  
**Photo Lab Services and Prices**

15001 Foothill Boulevard 2<sup>nd</sup> Floor, San Leandro, CA 94578  
 Phone: (510) 667-7700  
 Fax: (510) 667-7638

*Our Photo Lab offers a wide variety of services at competitive prices.*

<b>Product</b>	<b>Our Price</b>
Film Developing Per Roll	\$3.34
Prints (4 X 6)	\$0.15
Prints (3 ½ X 5)	\$0.15
Prints (5 X 7)	\$0.25
Prints (8 X 10)	\$1.00
1 Hour Processing	No additional charge
Reprint 3.5x5	\$0.35
Reprint 4x6	\$0.35
Reprint 5x7	\$0.40
Reprint 8x10	\$1.30
Reprint 10x15	\$4.00
APS 25exp	\$7.09
Print Slide	\$1.50
Picture CD	\$3.24
Scan Neg. to CD	\$9.63
Custom Print	\$3.00/sq.ft.
Wide Format	\$7.83/sq.ft.
Lamination	\$5.00
Matting	\$3.94/sq.ft.
Banner	\$7.83/sq.ft.

*New accounts will receive one roll of film for every roll developed.  
 Contact our Photo Lab for more information.*






CONSENT D

**Agenda Item No.**

**COUNCIL COMMUNICATION**

**Date:** April 3, 2007

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

**FROM:** Gary A. Leach, Public Works Director 

**SUBJECT:** CONSIDERATION OF A RESOLUTION TO AUTHORIZE THE CITY MANAGER OR HIS DESGINEE TO SUBMIT 2006-2007 APPLICATIONS FOR REGIONAL MEASURE 2 FUNDS FOR ENHANCED VALLEJO FERRY/BUS SERVICES AND ENHANCED SOLANO COUNTY I-80 EXPRESS SERVICE

**BACKGROUND**

In March 2004, voters in seven San Francisco Bay Area counties approved by a wide margin "Regional Measure 2" (RM-2), which was a proposed increase in tolls from \$2.00 to \$3.00 on the seven Bay Area toll bridges including the Carquinez (Zampa) Bridge and the Benicia-Martinez Bridge across the Carquinez Strait. The RM-2 proposal included a large number of highway and public transit projects designed to ease congestion in toll bridge corridors and other key Bay Area "gateways."

Though Solano County was the only Bay Area County where voters did not approve RM-2, Solano County is still eligible to receive a number of RM-2 funded projects over the 35-year life of the program. Solano County capital projects eligible for earmarked funding include the I-80/I-680/Highway 12 interchange, Vallejo Station, the second Benicia/Martinez Bridge project, Capitol Corridor intercity rail, Solano County Express Bus Intermodal Facilities, and "Regional Express Bus North" projects to expand park & ride lots (e.g. Vallejo's Transit Facility at Curtola & Lemon), other infrastructure, and rolling stock.

Regional Measure 2 also includes substantial new funding to expand transit service in Solano County and elsewhere. Through the efforts of the Solano Transportation Authority (STA) and City transportation staff Vallejo has obtained an annual allocation of \$2.7 million per year (2007 dollars) in operating funding to expand the Baylink System written into the legislation approved by voters, including operation of three ferryboats and the Route 200 supplementary bus in regular daily service.

In addition, Vallejo is eligible for, and has prepared, a funding application for \$1.38 million per year from this dedicated funding for expanded North Bay Express bus operations. This proposed funding would be used to continue the existing enhanced



express bus services operated by the City of Vallejo, which includes all-day frequencies between Vallejo and BART, expanded peak hour express service between Vacaville, Fairfield, and BART operated under contract by Vallejo, a new express bus "feeder" to Baylink ferries from Vacaville and Fairfield, Sunday and major holiday service on selected regional express bus routes, as well as Sunday and major holiday service on the busiest local fixed bus routes within Vallejo.

### Fiscal Impact

This project is 100% grant funded with fare box revenue and matched with regional Bridge Toll funds. Therefore, this project will not impact the General Fund.

Baylink Ferry/Bus Services	\$ 2,700,000
I-80 Express Services	\$ 1,380,384
TOTAL	\$ 4,080,384

### RECOMMENDATION

Staff recommends approving the resolution to authorize the City Manager or his designee to submit 2006-2007 applications for Regional Measure 2 Funds for Enhanced Vallejo Ferry/Bus Services and Enhanced Solano County I-80 Express Service.

### ENVIRONMENTAL REVIEW

The application for RM2 funding is not a "project" under CEQA ; Public Resources Code Division 13, § 21065, in that it is not an activity which may cause either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment.

An environmental document for this project, which must be stamped by the County Clerk, will be submitted with the RM2 funds application to comply with MTC requirements.

### PROPOSED ACTION

Approve the resolution authorizing the City Manager or his designee to submit 2006-2007 applications for Regional Measure 2 Funds for Enhanced Vallejo Ferry/Bus Services and Enhanced Solano County I-80 Express Service.



DOCUMENTS AVAILABLE FOR REVIEW

- a. A resolution to authorize the City Manager or his designee to submit 2006-2007 applications for Regional Measure 2 Funds for Enhanced Vallejo Ferry/Bus Services and Enhanced Solano County I-80 Express Service.

CONTACT PERSONS

Gary A. Leach, Public Works Director  
648-4315  
[gleach@ci.vallejo.ca.us](mailto:gleach@ci.vallejo.ca.us)

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

APRIL 3, 2007

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

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

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

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

WHEREAS, the Enhanced Vallejo Baylink Ferry/Bus Service and Enhanced Solano County I-80 Express Bus Service are 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 Operating Assistance Proposal and incorporated herein as though set forth at length, demonstrates a fully funded operating plan that is consistent with the adopted performance measures, as applicable, for which City of Vallejo is requesting that MTC allocate Regional Measure 2 funds; and

WHEREAS, Part 2 of the project application, attached hereto and incorporated herein as though set forth at length, includes the certification by City of Vallejo of assurances required for the allocation of funds by MTC;

NOW, THEREFORE, BE IT RESOLVED that 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 City of Vallejo certifies that the project is consistent with the Regional Transportation Plan (RTP).

BE IT FURTHER RESOLVED that City of Vallejo approves the updated Operating Assistance Proposal, attached to this resolution;

BE IT FURTHER RESOLVED that City of Vallejo approves the certification of assurances, attached to this resolution;

BE IT FURTHER RESOLVED that 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(d);

BE IT FURTHER RESOLVED that City of Vallejo is authorized to submit an application for Regional Measure 2 funds for the Enhanced Vallejo Baylink Ferry/Bus Service and Enhanced Solano County I-80 Express Bus Service in accordance with California Streets and Highways Code 30914(d);

BE IT FURTHER RESOLVED that City of Vallejo certifies that the projects and purposes for which RM2 funds are being requested are 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 City of Vallejo making allocation requests for Regional Measure 2 funds;

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 City of Vallejo to deliver such project;

BE IT FURTHER RESOLVED that 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 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.

BE IT FURTHER RESOLVED that 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);

**BE IT FURTHER RESOLVED** that City of Vallejo authorizes the City Manager or his designee to execute and submit an allocation request for operating or planning costs for 2006-2007 with MTC for Regional Measure 2 funds in the amount of \$2,700,000 for the Enhanced Vallejo Baylink Ferry/Bus Service and \$1,380,384 for the Enhanced Solano County I-80 Express Bus Service for the project, purposes and amounts included in the project application attached to this resolution;

**BE IT FURTHER RESOLVED** that the City Manager, or his designee is hereby delegated the authority to make non-substantive changes or minor amendments to the (IPR) Initial Project Report as he 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.

**APRIL 3, 2007**

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**COUNCIL COMMUNICATION**

**Date:** April 3, 2007

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

**FROM:** Craig Whittom, Assistant City Manager / Community Development  
Susan McCue, Economic Development Program Manager *SMC*

**SUBJECT:** Approval of Amendment to Quit Claim Deed between the U. S. Navy and City of Vallejo regarding Mare Island's Eastern Early Transfer Parcel Investigation Areas A3, D1.1 and D2

**BACKGROUND & DISCUSSION**

On March 26, 2003, the U. S. Navy transferred 650 acres of property on Mare Island, commonly referred to as the Eastern Early Transfer Parcel ("EETP"), to the City of Vallejo. The property was transferred to the City via an Early Transfer process. The Early Transfer process allowed the property to be transferred in advance of completion of environmental remediation actions necessary to provide the covenants required by the Comprehensive Environmental Response, Compensation and Liability Act 42 U.S.C. Section 9620 (h)(3)(A)(ii)(I) ("CERCLA"). By execution of the original Quitclaim Deed, the Navy and the City agreed to defer the CERCLA requirements until after the completion of the environmental cleanup and certification by the California Department of Toxic Substances Control ("DTSC") and the Regional Water Quality Control Board, San Francisco Bay Region ("RWQCB").

The environmental cleanup contractor for the EETP has completed the remediation of Mare Island Investigation Areas A3, D1.1 and D2 (see Attachment B). DTSC has issued a No Further Action designation certifying that all response actions to protect human health and the environment have been taken for the three Investigation Areas. CERCLA requires that, when any area is certified, the Navy shall deliver to the City an appropriate document containing a warranty that all response action have been taken and that the requirements of CERCLA have been satisfied.

Attached is the draft First Amendment to Quitclaim Deed for the EETP's Investigation Areas A3, D1.1 and D2. When executed and recorded, the First Amendment will ride with the original deed and provide the Navy's warranty in perpetuity that all response actions to protect human health and the environment have been taken for the three Investigation Areas.

**RECOMMENDATION**

Approve the attached resolution authorizing the City Manager to execute the attached First Amendment to the Quitclaim Deed for the Eastern Early Transfer Parcel and future Amendments once all environmental requirements are completed.

**ALTERNATIVES CONSIDERED**

This is an administrative action and there are no alternatives to be considered.

**ENVIRONMENTAL REVIEW**

The approval of this Resolution, as presented, will have no environmental impacts

**PROPOSED ACTION**

Approve the attached Resolution authorizing the City Manager to execute the First Amendment to the Quitclaim Deed for the Eastern Early Transfer Parcel and all future Amendments as the remediation of the Investigation Areas are completed.

**DOCUMENTS AVAILABLE FOR REVIEW**

- Attachment A - Resolution
- Attachment B - Mare Island's Eastern Early Transfer Parcel Investigation Areas Map
- Attachment C - Draft First Amendment to Quitclaim Deed for the Eastern Early Transfer Parcel.

**CONTACT:** Susan McCue, Economic Development Manager  
553-7283 or E-mail: [smccue@ci.vallejo.ca](mailto:smccue@ci.vallejo.ca).



RESOLUTION NO. 07-\_\_N.C.

**RESOLUTION BY THE CITY COUNCIL AUTHORIZING THE CITY MANAGER TO EXECUTE THE FIRST AMENDMENT TO THE QUITCLAIM DEED FOR THE EASTERN EARLY TRANSFER PARCEL**

BE IT RESOLVED by the Vallejo City Council as follows:

THAT WHEREAS, on March 26, 2003, the U. S. Navy transferred 650 acres of property on Mare Island know as the Eastern Early Transfer Parcel to the City of Vallejo, and

WHEREAS, at the time of transfer the City and the U. S. Navy deferred the Compensation and Liability Act 42 U.S.C. Section 9620(h)(3)(A)(ii)(I) (CERCLA) covenants, and

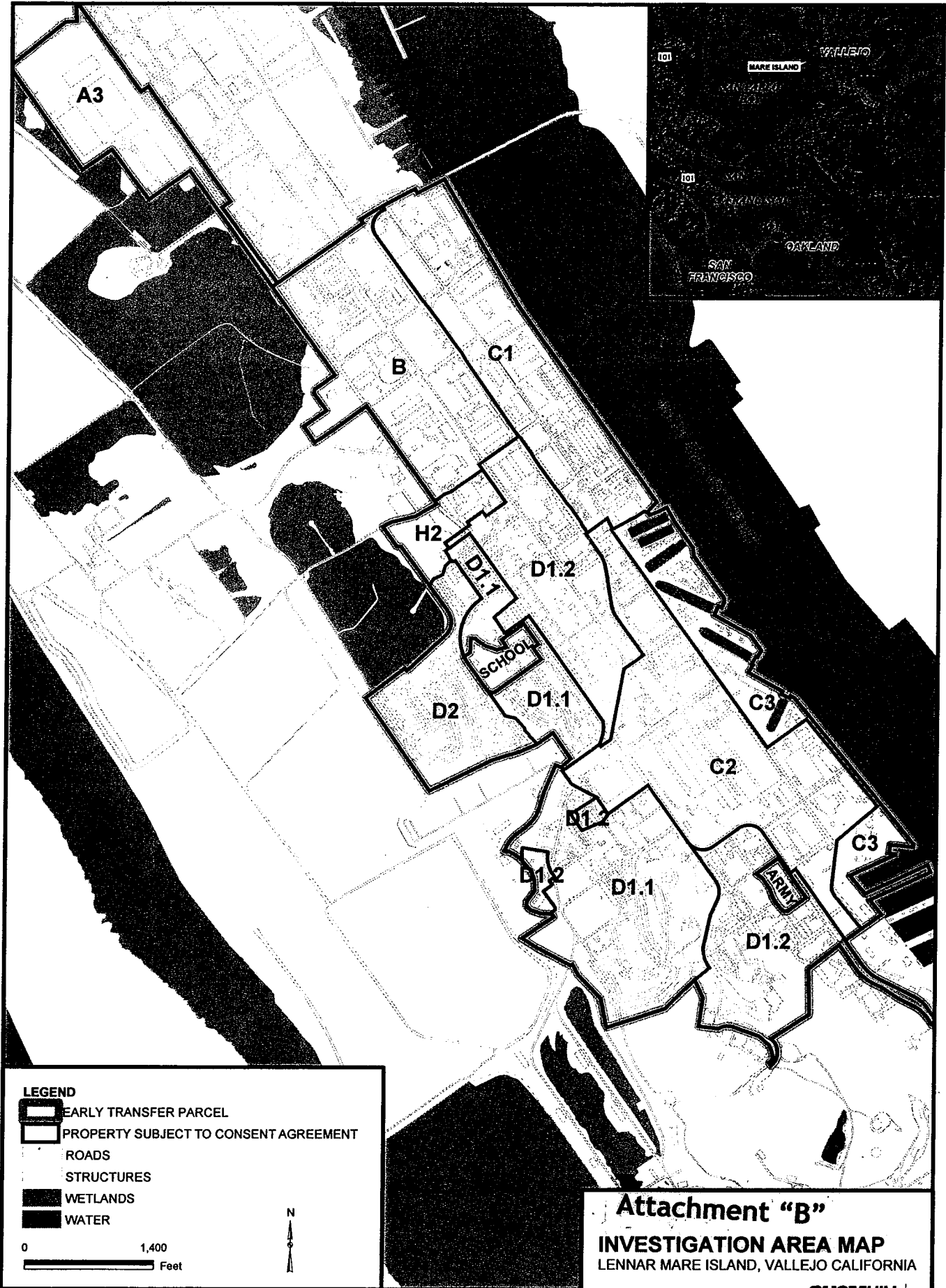
WHEREAS, the environmental remediation contractor has completed the remediation of Investigation Area A3, D1.1 and D2 and the Department of Toxic Substances Control and the Regional Water Quality Control Board, San Francisco Bay Region has certified the work complete.

NOW, THEREFORE, BE IT RESOLVED that the Vallejo City Council authorize the City Manager to execute the First Amendment to the Quitclaim Deed for the Eastern Early Transfer Parcel in substantially the same form attached, subject to minor conforming, clarifying and non-substantive changes, as approved by the City Attorney.

BE IT FURTHER RESOLVED that the City Council authorizes the City Manager to execute future amendments to the Quitclaim Deed for Mare Island's Eastern Early Transfer Parcel as all environmental remediation requirements are completed.

ADOPTED by the Council of the City of Vallejo at a regular meeting held on April 3, 2007 by the following vote:

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- LEGEND**
- EARLY TRANSFER PARCEL
  - PROPERTY SUBJECT TO CONSENT AGREEMENT
  - ROADS
  - STRUCTURES
  - WETLANDS
  - WATER

0 1,400  
 Feet



**Attachment "B"**  
**INVESTIGATION AREA MAP**  
 LENNAR MARE ISLAND, VALLEJO CALIFORNIA



**CITY OF VALLEJO – OFFICIAL BUSINESS  
DOCUMENT REQUIRED TO BE RECORDED UNDER  
CIVIL CODE SECTION 1169, AND ENTITLED  
TO FREE RECORDATION UNDER GOVERNMENT CODE  
SECTION 27383**

**RECORDED ON BEHALF OF AND  
WHEN RECORDED RETURN TO:**

**CITY OF VALLEJO  
555 SANTA CLARA STREET  
VALLEJO, CA 94590  
ATTN: \_\_\_\_\_**

**DRAFT**

**FIRST AMENDMENT TO QUITCLAIM DEED  
(CERCLA WARRANTY FOR INVESTIGATION AREAS A3, D2 AND  
D1.1 OF MARE ISLAND NAVAL SHIPYARD EASTERN EARLY  
TRANSFER PARCEL)**

**THIS FIRST AMENDMENT TO QUITCLAIM DEED** is made this \_\_\_\_\_ day of \_\_\_\_\_, 2007, by and between the United States of America, acting by and through the Department of the Navy, hereinafter called the **GRANTOR**, and the City of Vallejo, a municipal corporation, acting by and through the City Manager, hereinafter called the **GRANTEE**.

**RECITALS**

**WHEREAS**, pursuant to a Quitclaim Deed executed on the 28th day of February 2002 and recorded on the 26th day of March 2002 as Series No. 2002-00037960, Official Records, County of Solano, the **GRANTOR** conveyed to the **GRANTEE** approximately six hundred and fifty (650) acres of property commonly referred to as the Eastern Early Transfer Parcel comprising portions of the former Mare Island Naval Shipyard ("MINSY") and described in the Quitclaim Deed, hereinafter referred to as the "Property", which the **GRANTOR** had determined was no longer required for military purposes; and

**WHEREAS**, at the time the Quitclaim Deed was executed, the **GRANTOR** had not completed certain remedial actions on the Property as necessary to provide the covenants required by the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA") 42 U.S.C. Section 9620 (h)(3)(A)(ii); and

**WHEREAS**, at the time the Quitclaim Deed was executed, the **GRANTOR** had found and determined that the Property was suitable for early transfer in advance of providing the required CERCLA covenants pursuant to a Finding of Suitability for Early Transfer ("FOSET"), dated July 31, 2001; and

**WHEREAS**, at the time the Quitclaim Deed was executed, the **GRANTOR** and the **GRANTEE** agreed to defer the CERCLA covenant requirements and the **GRANTOR** provided the assurances required by CERCLA 42 U.S.C. Section 9620

(h)(3)(C), and has complied with other statutory conditions necessary for the early transfer of the Property following the due execution of the FOSET; and

**WHEREAS**, CERCLA 42 U.S.C. Section 9620 (h)(3)(C)(iii) provides that when all response action necessary to protect human health and the environment has been taken with respect to any substance remaining on the property on the date of transfer, the United States shall execute and deliver to the transferee an appropriate document containing a warranty that all such response action has been taken, and the making of the warranty shall be considered to satisfy the requirement of CERCLA 42 U.S.C. Section 9620 (h)(3)(A)(ii)(I); and

**WHEREAS**, on or about November 19, 2002, a Remedial Action Plan ("A3 RAP") was adopted for that portion of the Property known as Investigation Area A3 ("Investigation Area A3"), a parcel consisting of approximately 38.935 acres but excluding Investigation Response 17/Building 503 ("Carve Out Area"), as described in Exhibit "A", attached hereto and by this reference made a part hereof; and

**WHEREAS**, the A3 RAP provides for a release of the environmental restrictions when the **GRANTEE** has notified the **GRANTOR** of the concurrence of the California Environmental Protection Agency, Department of Toxic Substances Control ("DTSC") and the Regional Water Quality Control Board, San Francisco Bay Region ("RWQCB") that "all remedial actions necessary to protect public health and the environment have been taken"; and

**WHEREAS**, as documented in the A3 RAP, DTSC and the RWQCB concurred in writing on October 7, 2004 that all response action necessary to protect human health and the environment has been taken with respect to any substance remaining at Investigation Area A3, excluding the Carve Out Area; and

**WHEREAS**, on or about April 29, 2002, a Remedial Action Plan ("D2 RAP") was adopted for that portion of the Property known as Investigation Area D2 ("Investigation Area D2"), a parcel consisting of approximately 43 acres, as described in Exhibit "B", attached hereto and by this reference made a part hereof; and

**WHEREAS**, as documented in the D2 RAP, on or about July 13, 2004 DTSC concluded that "no further remedial action is necessary in the Investigation Area D2"; and

**WHEREAS**, on or about May 27, 2004, a Remedial Action Plan ("D1 RAP") was adopted for that portion of the Property known as Investigation Area D1, which was further subdivided into Investigation Areas D1.1 ("Investigation Area D1.1") and D1.2 on or about September 21, 2004, for purposes of implementing remedial actions; and

**WHEREAS**, Investigation Area D1.1 consists of approximately 115.20 acres as described in Exhibit "C", attached hereto and by this reference made a part hereof; and

**WHEREAS**, as documented in the D1 RAP, on or about October 29, 2004, DTSC concluded that "no further remedial action is necessary for Investigation Area D1.1."

**NOW THEREFORE**, the **GRANTOR** warrants that all remedial action necessary to protect human health and the environment has been taken with respect to any substance remaining on Investigation Areas A3 (excluding the Carve Out Area), D2 and D1.1 as of this date.

The **GRANTOR** further warrants that any additional remedial action found to be necessary after this date shall be conducted by **GRANTOR**, pursuant to CERCLA 42 U.S.C. Section 9620 (h)(3)(A)(ii)(II), and in accordance with Section 1(C) of the Quitclaim Deed.

The Land Use Covenant recorded on January 31, 2003 as Series No. 2003-000009079, Official Records, County of Solano, prohibiting residential use in certain portions of Investigation Area A3, remains in full force and effect.

The **GRANTOR** acknowledges that all conditions, restrictions, reservations and covenants set forth in the Quitclaim Deed, including without limitation those regarding the Carve Out Area, remain unmodified and in full force and effect.

**IN WITNESS WHEREOF**, the **GRANTOR** has caused this instrument to be executed by an authorized Real Estate Contracting Officer on the day first written above.

**UNITED STATES OF AMERICA**,  
Acting by and through the Department of the Navy,

By: \_\_\_\_\_  
**CHRISTOPHER E. HASKETT**  
**Real Estate Contracting Officer**

**ACCEPTANCE:**

The **GRANTEE** hereby accepts this First Amendment to the Quitclaim Deed.

Dated: \_\_\_\_\_

**CITY OF VALLEJO**, a municipal  
corporation acting by and through the City Manager,

By: \_\_\_\_\_  
**JOSEPH M. TANNER**  
**City Manager**

Approved as to form:

By: \_\_\_\_\_  
**FREDERICK SOLEY**  
**City Attorney**

**EXHIBIT "A"**

**Description of Investigation Area A3**

Lennar Mare Island, L. L. C.  
A portion of A.P.N. 066-010-001 and  
A portion of A.P.N. 066-020-002  
CH2M Hill Investigation Area A-3

#### Legal Description

Real property situate in the County of Solano, State of California described as follows:

Being a portion of the "Eastern Early Transfer Parcel" as shown on that certain Record of Survey filed March 27, 2002 in Book 25 of Surveys at Page 25 of Official Records of Solano County, more particularly described as follows:

Commencing at a 2-1/2" aluminum disk monument in concrete, stamped "Mare Island Control Point 3, McGill-Martin-Self, Orinda Ca." as shown on that certain Record of Survey filed November 14, 1996 in Book 21 of Surveys at Page 94 of Official Records of Solano County. Having established grid coordinates of North 1803802.7349 feet and East 6478152.2326 feet, referenced to the California Coordinate System of 1983, Zone 2 as given in that particular report entitled "Summary Report, Horizontal Control Network, Mare Island Naval Shipyard, Vallejo, California, MMS Job #1587, McGill Martin Self, Inc."

Thence, North 49°18'55" West, 198.69 feet to the most northerly corner of the last said "Eastern Early Transfer Parcel", being marked upon the ground by a 1/2" rebar and cap, stamped "L.S. 4325" as shown on said Record of Survey filed in Book 25 of Surveys at Page 25, and being also the True Point of Beginning.

Thence from said True Point of Beginning, along the mostly northeasterly line of the herein before said "Eastern Early Transfer Parcel", South 35°37'22" East, 1,226.36 feet to a 1/2" rebar and cap, stamped "L.S. 4325" as shown on said Record of Survey filed in Book 25 of Surveys at Page 25;

Thence continuing along the last said northeasterly line, North 55°13'59" East, 96.16 feet;

Thence, South 35°38'13" East, 169.10 feet;

Thence, leaving last said northeasterly line, South 53°41'44" West, 292.69 feet more or less to a point on the northeasterly line of that particular building commonly known as "Building 627" as it now exists;

Thence along the northeasterly line of said Building 627, South 35°35'30" East, 49.42 feet more or less to the southeasterly corner of said Building 627 as it now exists;

Thence, South 35°35'30" East, 140.13 feet more or less to the northeasterly corner of that particular building commonly known as "Building 759" as it now exists;

Thence along the northeasterly line of said Building 759 as it now exists, South 35°35'30" East, 602.41 feet to the southeasterly corner of said Building 759 as it now exists;

Thence, South 35°35'30" East, 39.65 feet;

Thence, South 54°35'18" West, 145.40 feet;

Thence, South 35°17'26" East, 15.45 feet to a point on the mostly southwesterly line of the last said "Eastern Early Transfer Parcel";

Thence along the last said mostly southwesterly line, South 54°34'00" West, 267.62 feet to a 3-1/4" aluminum disk monument, stamped "US Dept of Interior, Fish & Wildlife Service 1998, 2568, L.S. 4495" as shown on that certain Record of Survey filed September 24, 2001 in Book 24 of Surveys at Page 60 of Official Records of Solano County;



*Thence, North 36°50'09" West, 681.04 feet to a 1/2" rebar (cap missing) as shown on said Record of Survey filed in Book 24 of Surveys at Page 60;*

*Thence, South 55°14'38" West, 387.22 feet to a 2-1/2" brass disk monument, stamped "US Dept of Interior, Fish & Wildlife Service 1998, 2570, L.S. 4495" as shown on said Record of Survey filed in Book 24 of Surveys at Page 60;*

*Thence, North 35°03'43" West, 1,386.52 feet to a point on the mostly northwesterly line of the last said "Eastern Early Transfer Parcel";*

*Thence along last said mostly northwesterly line, North 50°44'57" East, 774.73 feet;*

*Thence, North 86°24'27" East, 124.36 feet;*

*Thence, North 3°26'03" West, 224.21 feet to the Point of Beginning.*

*Containing 1,696,023 square feet +/- or 38.935 acres more or less.*

**End of Description**

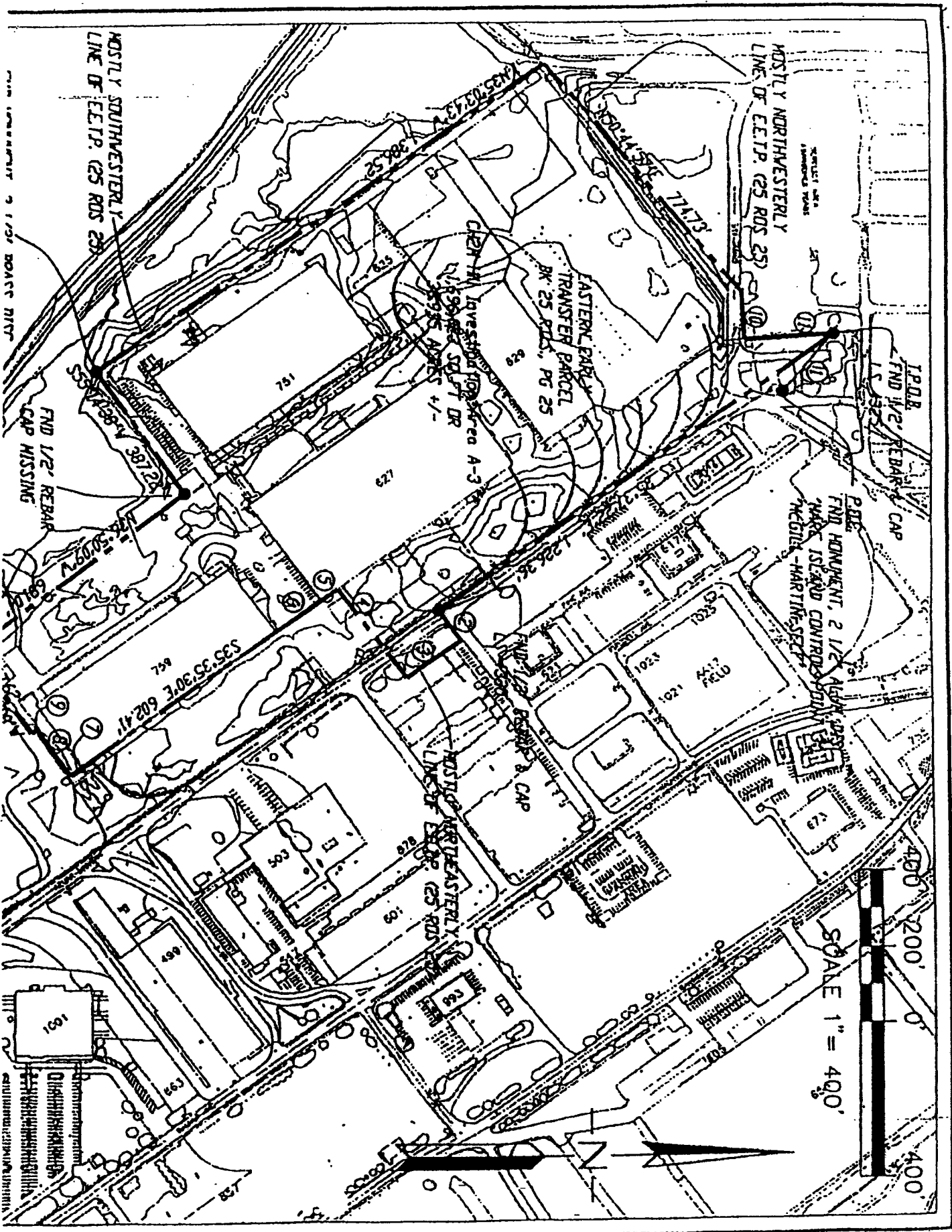
*A plat, Exhibit "B" to accompany this description being page 3 of 3, is herein made a part of this description.*

*Coordinates shown are based upon the California Coordinate System of 1983, Zone 2. Distances shown are grid distances. To obtain ground distances multiply grid distances by 1.00006210.*

*This description was made by me or under my direction in conformance with the Land Surveyors Act.*

*David L. Adams* 12/23/02  
David L. Adams P.L.S. No. 7587  
License expires: 12/31/03





MOSLEY SOUTHWESTERLY  
LINES OF E.T.P. (25 RDS 25)

MOSLEY NORTHWESTERLY  
LINES OF E.T.P. (25 RDS 25)

EASTERN PARK  
TRANSFER PARCEL  
BR. 25 RDS., PG. 25

PEE MONUMENT, 2 1/2 ACRES  
MARK ISLAND CONTROL POINT  
METER - PARTIAL SECT.

MOSLEY NORTHWESTERLY  
LINES OF E.T.P. (25 RDS 25)

SCALE 1" = 400'

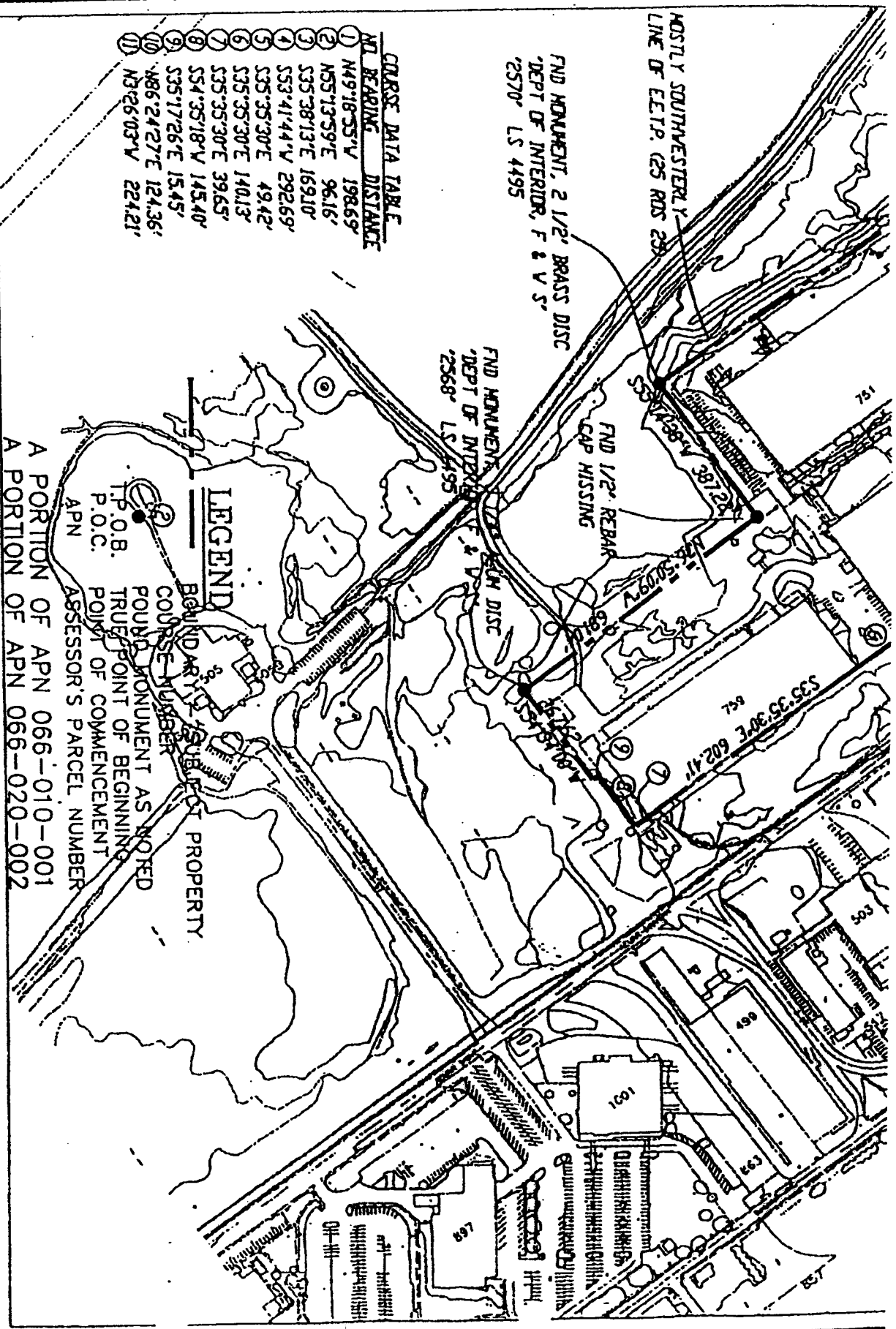
400'  
200'  
0'  
200'  
400'

PLAN ORIGINATOR: 2/1/77 BOACB NITC

181  
DIPPER  
ELECTRICAL  
EQUIPMENT

**COURSE DATA TABLE**

NO.	BEARING	DISTANCE
1	N49°18'55"V	198.69'
2	N65°13'59"E	96.16'
3	S35°38'13"E	169.10'
4	S53°41'44"V	292.69'
5	S35°35'30"E	49.42'
6	S35°35'30"E	140.13'
7	S35°35'30"E	39.65'
8	S54°35'18"V	145.40'
9	S35°17'26"E	15.45'
10	N86°24'27"E	124.36'
11	N3°26'03"V	224.21'



A PORTION OF APN 066-010-001  
 A PORTION OF APN 066-020-002



**CHAUDHARY & ASSOCIATES, INC.**

ENGINEERS SURVEYORS INSPECTORS  
 851 NAPA VALLEY CORPORATE WAY, SUITE G  
 NAPA, CALIFORNIA 94558  
 TEL: (707) 255-3729 FAX: (707) 255-5021 WWW.CHAUDHARY.COM

PLAT TO ACCOMPANY LEGAL DESCRIPTION  
 for Lennar Mare Island LLC  
 CH2M Hill Investigation Area A-3  
 Being a portion of the Eastern Early  
 Transfer Parcel - 25 R.O.S. 25

**EXHIBIT "B"**

**Description of Investigation Area D2**

Exhibit "B"

**Lennar Mare Island, LLC  
A portion of A.P.N. 066-010-001  
CH2M HILL Investigation Area D2**

### **Legal Description**

**All that real property situate on the lands commonly known as Mare Island Naval Shipyard, in the City of Vallejo, County of Solano, State of California, described as follows:**

**Being comprised of "EETP Parcel XVIII", described in the Quitclaim Deed to the City of Vallejo, a municipal corporation of the State of California, which was recorded on March 26, 2002, Series No. 2002-37961, Solano County Official Records, and a portion of the "Primary Eastern Early Transfer Parcel", described as "Parcel No. 1" in the Grant Deed to Lennar Mare Island, LLC, a California limited liability company, which was recorded on March 26, 2002, Series No. 2002-37966, Solano County Official Records, more particularly described as follows:**

**BEGINNING at the southwesterly terminus of the course labeled "(110)" in said Grant Deed, being a point on the westerly boundary Tract 38 shown on the Record of Survey filed for record on August 27, 2001, in Book 24 of Surveys, Page 51, Solano County Official Records, said point having California Coordinate System, Zone 2, NAD83 coordinates of N1,796,606.148 feet, E6,481,668.427; thence, along said westerly boundary of Tract 38, the following two (2) courses:**

- 1. North 36°45'18" West, 23.73 feet**
  - 2. North 34°30'26" West, 6.76 feet to the northerly corner of said "EETP Parcel XVIII"**
- thence, along the boundary of said "EETP Parcel XVIII", the following four (4) courses:**

- 1. South 52°25'26" West, 530.51 feet**
  - 2. South 34°33'18" East, 1,226.65 feet**
  - 3. North 63°45'06" East, 558.02 feet**
  - 4. North 31°30'29" West, 0.55 feet to the boundary of said "Parcel No. 1"**
- thence, along the boundary of said "Parcel No. 1", the following four (4) courses:**

- 1. North 63°45'06" East, 201.35 feet**
- 2. North 73°03'16" East, 306.76 feet**
- 3. North 66°38'57" East, 206.68 feet**
- 4. North 54°18'54" East, 7.93 feet**

**thence, leaving said boundary, North 43°15'18" West, 201.08 feet;**

thence North 11°36'16" West, 29.98 feet; thence North 42°38'06" West, 141.70 feet;  
thence North 75°47'08" West, 115.64 feet; thence North 35°47'43" West, 352.25 feet to the  
southwesterly boundary of "EXCEPTION 1: (School Parcel)" of said Grant Deed;  
thence, along said southwesterly boundary the following two (2) courses:

1. North 35°47'43" West, 337.80 feet
2. along a 600.00-foot radius curve to the right, through a central angle of 9°27'59",  
an arc distance of 99.13 feet, subtended by a chord of North 31°03'43" West, 99.02 feet;  
thence, leaving said boundary, along a 510.00-foot radius curve to the right, through  
a central angle of 78°05'27", an arc distance of 695.10 feet, subtended by a chord of  
North 15°23'29" East, 842.54 feet; thence North 54°26'11" East, 22.12 feet;  
thence North 35°34'21" West, 505.43 feet; thence South 54°25'25" West, 5.33 feet;  
thence along a 33.00-foot radius curve to the right, through a central angle of 85°07'11",  
an arc distance of 49.03 feet, subtended by a chord of North 83°00'45" West, 44.64 feet;  
thence South 45°20'27" West, 85.85 feet; thence South 16°30'16" West, 98.56 feet;  
thence South 64°22'31" West, 110.34 feet; thence South 29°29'31" West, 83.84 feet to said  
southwesterly boundary of "Parcel No. 1"; thence, along said boundary the following four (4)  
courses:

1. South 36°03'04" East, 344.91 feet
2. along a 200.00-foot radius curve to the right, through a central angle of 82°49'36", an arc  
distance of 289.12 feet, subtended by a chord of South 05°21'44" West, 264.59 feet
3. South 46°46'32" West, 521.77 feet
4. South 53°02'26" West, 44.42 feet to the point of BEGINNING.

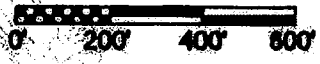
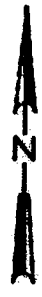
Containing an area of 41.24 acres or 1,796,580 square feet, more or less, at ground level.

The Basis of Bearing for the above description is the California Coordinate System (1983), Zone  
2. Distances shown are grid distances. To obtain ground distances multiply grid distances by  
1.00006210.

The real property description has been prepared by me, or under my direction, in conformance  
with the Professional Land Surveyors Act.

Date: October 30, 2003





EETP Parcel No. 1 Boundary

Removal of the lot Survey Line  
Per 2000 Survey 51



P.O.B.

School Parcel

Part of Primary Eastern Early  
Transfer Parcel, Parcel No. 1

EETP Parcel XVIII

EETP Parcel No. 1 Boundary

1. N 36°45'18" W 23.73'
2. N 34°30'29" W 6.78'
3. S 82°28'21" W 830.61'
4. S 34°23'16" E 1226.85'
5. N 63°45'00" E 588.02'
6. N 31°30'29" W 0.56'
7. N 63°48'00" E 201.30'
8. N 73°03'16" E 306.78'
9. N 66°38'57" E 208.80'
10. N 54°18'54" E 7.93'
11. N 43°18'18" W 201.08'
12. N 11°36'10" W 29.98'
13. N 42°38'08" W 141.70'
14. N 78°47'08" W 116.64'
15. N 38°47'43" W 362.25'
16. N 35°47'43" W 337.80'
17. R= 800.00' Delta= 8°27'59" L= 88.13'  
Chord= N 31°03'43" W 88.02'
18. R= 810.00' Delta= 78°05'27" L= 806.10'  
Chord= N 19°23'29" E 842.84'
19. N 54°28'11" E 22.12'
20. N 38°24'21" W 505.43'
21. S 64°29'28" W 8.33'
22. R= 83.00' Delta= 83°07'11" L= 48.03'  
Chord= N 83°00'45" W 44.94'
23. S 48°20'27" W 85.85'
24. S 18°39'18" W 88.68'
25. S 84°22'31" W 110.34'
26. S 28°23'31" W 83.84'
27. S 38°30'04" E 344.91'
28. R= 200.00' Delta= 82°40'30" L= 288.12'  
Chord= S 08°21'44" W 284.65'
29. S 68°40'32" W 821.77'
30. S 83°02'26" W 44.42'

<b>INVESTIGATION AREA - D2</b>	
<b>PLAT OF REAL PROPERTY FOR LENNAR MARE ISLAND, LLC</b>	
SCALE: 1"=400'	DRAWN BY: JF
DATE: OCT. 30, 2003	CHECKED BY: DD

**EXHIBIT "C"**

**Description of Investigation Area D1.1**



**Lennar Mare Island, LLC**  
**A portion of A.P.N. 066-010-001**  
**CH2M HILL Investigation Area D1.1**

### **Legal Description**

All that real property situate on the lands commonly known as Mare Island Naval Shipyard, in the City of Vallejo, County of Solano, State of California, described as follows:

Being comprised of "EETP Parcel IE" and "EETP Parcel IF", described in the Quitclaim Deed to the City of Vallejo, a municipal corporation of the State of California, which was recorded on March 26, 2002, Series No. 2002-37961, Solano County Official Records, and a portion of the "Primary Eastern Early Transfer Parcel", described as "Parcel No. 1" in the Grant Deed to Lennar Mare Island, LLC, a California limited liability company, which was recorded on March 26, 2002, Series No. 2002-37966, Solano County Official Records, more particularly described as follows:

**BEGINNING** at the northeasterly terminus of the course labeled "(134)" in said Grant Deed, said point having California Coordinate System, Zone 2, NAD83, U.S Survey Foot coordinates of N1,793,258.980, E6,484,842.265; thence North 51°17'57" East, 207.36 feet; thence along a 330.00-foot radius curve to the right, through a central angle of 43°07'06", an arc distance of 248.34 feet, subtended by a chord of North 17°43'39" West, 242.52 feet; thence North 12°35'20" East, 356.01 feet; thence North 24°37'09" East, 177.69 feet; thence along a 195.00-foot radius curve to the left, through a central angle of 60°28'34", an arc distance of 205.82 feet, subtended by a chord of North 05°37'08" West, 196.40 feet; thence North 35°51'25" West, 527.30 feet; thence North 35°39'02" West, 756.35 feet; thence South 54°04'40" West, 534.94 feet; thence South 33°06'05" West, 97.70 feet; thence South 67°26'13" West, 255.00 feet; thence North 35°20'41" West, 216.60 feet; thence North 57°32'18" East, 339.36 feet; thence North 62°59'32" West, 311.06 feet; thence North 35°38'05" West, 177.16 feet; thence North 54°21'59" East, 500.34 feet; thence along a 415.00-foot radius curve to the left, through a central angle of 35°58'23", an arc distance of 260.56 feet, subtended by a chord of North 06°12'39" East, 256.30 feet; thence North 35°39'03" West, 522.76 feet; thence North 35°50'09" West, 434.74 feet; thence North 35°20'29" West, 274.96 feet; thence North 36°09'08" West, 177.60 feet; thence South 53°46'52" West, 321.52 feet; thence North 34°19'13" West, 211.15 feet; thence North 49°42'24" East, 318.92 feet; thence North 36°30'09" West, 364.45 feet; thence North 35°35'27" West, 196.21 feet; thence North 36°00'10" West, 313.75 feet;

thence South 54°14'08" West, 283.08 feet; thence South 56°10'06" West, 45.34 feet;  
thence South 34°24'19" East, 60.17 feet; thence South 17°32'15" East, 22.03 feet;  
thence South 27°38'13" East, 20.39 feet; thence South 35°40'28" East, 20.13 feet;  
thence along a 33.00-foot radius curve to the left, through a central angle of 85°07'11",  
an arc distance of 49.03 feet, subtended by a chord of South 83°00'45" East, 44.64 feet;  
thence North 54°25'25" East, 5.33 feet; thence South 35°34'21" East, 505.43 feet;  
thence South 54°26'11" West, 22.12 feet;  
thence along a 510.00-foot radius curve to the left, through a central angle of 78°05'27",  
an arc distance of 695.10 feet, subtended by a chord of South 15°23'29" West, 642.54 feet to  
the westerly corner of the land shown on the map entitled, "Record of Survey of the Mare Island  
Elementary School, Mare Island Naval Shipyard, City of Vallejo, Solano County, California",  
filed for record on May 15, 2000 in Volume 23 of Surveys, Page 97, Records of Solano County,  
California;

thence, along said Record of Survey, the following sixteen (16) courses:

1. North 58°26'58" East, 81.49 feet
2. North 02°03'17" East, 155.13 feet
3. South 87°57'43" East, 50.00 feet
4. South 35°47'43" East, 20.00 feet
5. South 55°47'43" East, 120.00 feet
6. South 74°02'43" East, 70.00 feet
7. South 67°47'43" East, 50.00 feet
8. South 88°32'43" East, 10.00 feet
9. North 75°42'17" East, 108.00 feet
10. North 32°57'43" West, 100.90 feet
11. North 54°22'17" East, 292.58 feet
12. South 35°47'43" East, 274.43 feet
13. South 54°12'17" West, 68.00 feet
14. South 35°47'43" East, 150.00 feet
15. South 54°12'17" West, 595.00 feet
16. along a 78.00-foot radius curve to the right, through a central angle of 90°00'00", an arc distance of 122.52 feet, subtended by a chord of North 80°47'43" West, 110.31 feet

thence, leaving said Record of Survey, South 35°47'43" East, 352.25 feet;

thence South 75°47'08" East, 115.64 feet; thence South 42°38'08" East, 141.70 feet;

thence South 11°38'16" East, 29.98 feet; thence South 43°15'18" East, 201.08 feet to the  
westerly boundary of said "Primary Eastern Early Transfer Parcel";

thence, along said "Primary Eastern Early Transfer Parcel", the following ten (10) courses:

1. North 54°18'54" East, 208.57 feet
2. South 34°49'17" East, 340.96 feet
3. South 47°13'50" West, 138.94 feet
4. North 68°59'17" West, 67.61 feet
5. South 22°40'21" West, 304.62 feet
6. South 16°14'27" West, 201.69 feet
7. along a 350.00-foot radius curve to the right, through a central angle of 31°29'15", an arc distance of 192.35 feet, subtended by a chord of South 31°59'05" West, 189.93 feet
8. South 47°43'42" West, 53.06 feet
9. South 52°20'56" West, 142.85 feet
10. South 31°30'29" East, 1.24 feet to the northerly corner of said "EETP Parcel IE"

thence, along the westerly boundary of said "EETP Parcel IE", the following six (6) courses:

1. along a 398.00-foot radius curve to the left, through a central angle of 22°58'33", an arc distance of 159.60 feet, subtended by a chord of South 37°55'11" West, 158.52 feet
2. South 26°25'57" West, 52.81 feet
3. South 63°34'03" East, 15.82 feet
4. along a 36.00-foot radius curve to the right, through a central angle of 54°00'41", an arc distance of 33.94 feet, subtended by a chord of North 85°35'00" East, 32.69 feet
5. along a 433.00-foot radius curve to the right, through a central angle of 22°03'18", an arc distance of 166.68 feet, subtended by a chord of South 56°23'00" East, 165.85 feet
6. along a 838.00-foot radius curve to the right, through a central angle of 1°05'44", an arc distance of 16.02 feet, subtended by a chord of South 44°48'32" East, 16.02 feet

thence, leaving said westerly boundary, N 06°02'48" W, 61.88 feet;

thence along a 289.00-foot radius curve to the right, through a central angle of 17°33'24", an arc distance of 82.43 feet, subtended by a chord of N 02°43'52" E, 82.11 feet;

thence S 81°02'51" E, 285.87 feet;

thence along a 273.00-foot radius curve to the left, through a central angle of 17°31'10", an arc distance of 83.48 feet, subtended by a chord of S 02°42'44" W, 83.15 feet;

thence S 06°02'44" E, 20.11 feet;

thence along a 273.00-foot radius curve to the left, through a central angle of 30°00'00", an arc distance of 142.94 feet, subtended by a chord of S 21°02'44" E, 141.32 feet;

thence S 36°02'44" E, 45.53 feet; thence S 53°57'16" W, 70.98 feet;

thence S 36°02'44" E, 54.00 feet; thence S 53°57'16" W, 119.02 feet;

thence S 36°02'44" E, 215.00 feet;

thence along a 25.00-foot radius curve to the right, through a central angle of 90°00'00",

an arc distance of 39.27 feet, subtended by a chord of S 08°57'16" W, 35.35 feet;  
thence S 53°57'16 W, 61.55 feet to the westerly boundary of said "EETP Parcel IE";  
thence, along said "EETP Parcel IE", South 88°08'34" East, 22.46 feet to the westerly boundary  
of said "Primary Eastern Early Transfer Parcel";  
thence, along said "Primary Eastern Early Transfer Parcel", South 36°15'24" East, 37.45 feet to  
the northeasterly corner of said "EETP Parcel IF";  
thence, along the northerly and westerly boundary of said "EETP Parcel IF", the following four  
(4) courses:

1. South 55°57'40" West, 416.53 feet
2. South 58°02'45" East, 169.42 feet
3. South 62°19'18" East, 440.70 feet
4. North 58°33'36" East, 24.71 feet to the westerly boundary of said "Primary Eastern Early Transfer Parcel"

thence, along the westerly and southerly boundary of said "Primary Eastern Early Transfer Parcel", the following six (6) courses:

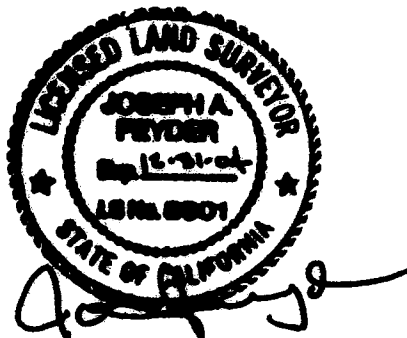
1. South 28°00'33" East, 125.73 feet
2. South 44°45'16" East, 363.11 feet
3. South 11°22'53" East, 297.75 feet
4. South 33°00'28" East, 24.82 feet
5. North 71°53'07" East, 666.00 feet
6. North 45°41'38" East, 445.24 feet to the POINT OF BEGINNING.

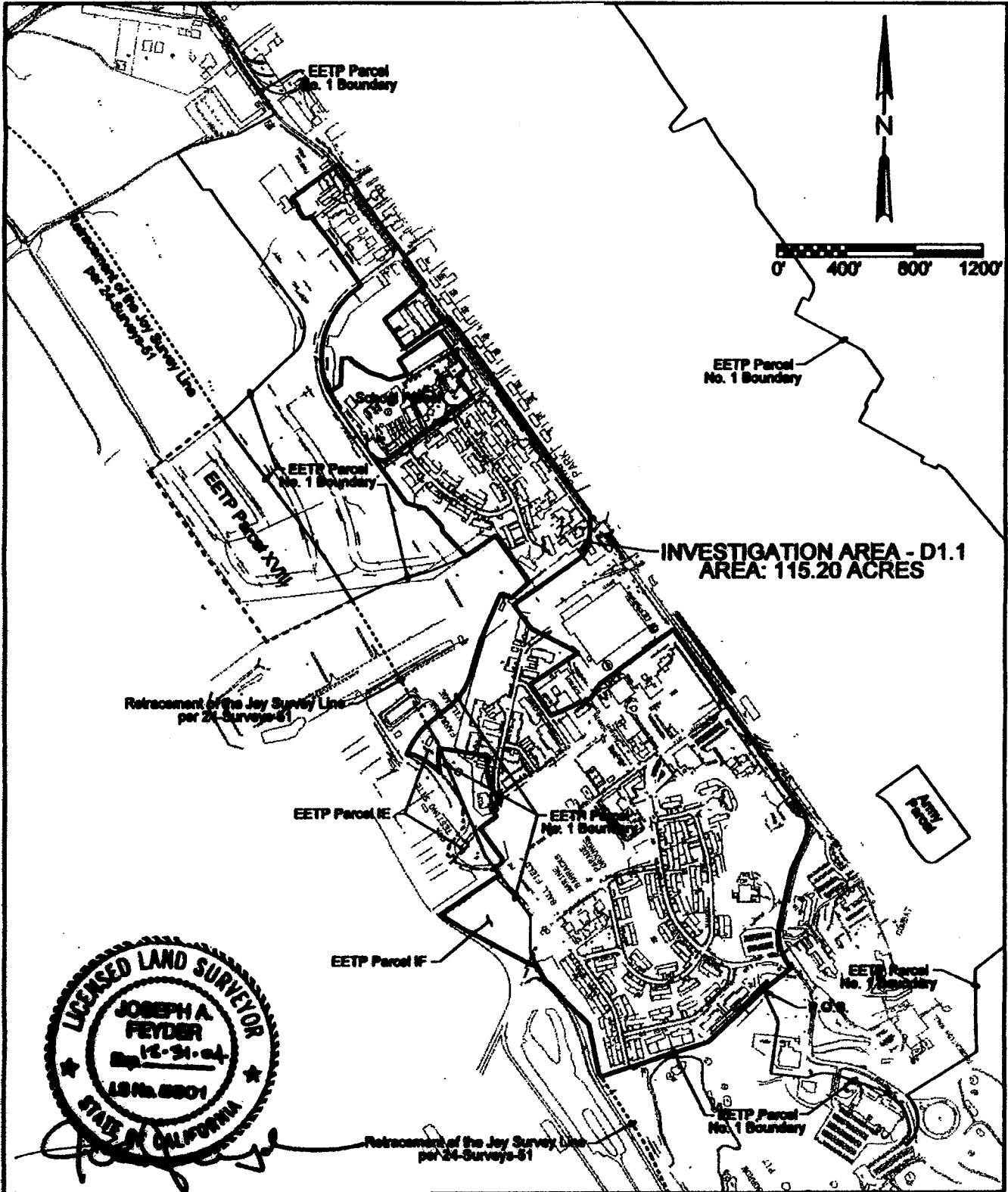
Containing an area of 115.20 acres or 5,018,014 square feet, more or less, at ground level.

The Basis of Bearing for the above description is the California Coordinate System (1983), Zone 2. Distances shown are grid distances. To obtain ground distances multiply grid distances by 1.00006210.

The real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.

Date: October 29, 2004





**END OF DOCUMENT**

<b>INVESTIGATION AREA - D1.1</b>	
<b>PLAT OF REAL PROPERTY FOR LENNAR MARE ISLAND, LLC</b>	
<b>SCALE: 1"=800'</b>	<b>DRAWN BY: JF</b>
<b>DATE: Rev. Oct. 29, 2004</b>	<b>CHECKED BY: DD</b>

**CH2MHILL**

**ORDINANCE NO. \_\_\_\_ N.C. (2d)**

AN ORDINANCE AMENDING NO.558 N.C. AS AMENDED, ENTITLED ZONING ORDINANCE OF THE CITY OF VALLEJO TO REZONE CERTAIN PROPERTY (TAX ASSESSOR NUMBERS 0056-024-080 AND 0056-024-090).

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

SECTION 1. The Districts and Zoning Map Section of Ordinance No. 558 N.C. (2d) entitled the Land Use Zoning Ordinance of the City of Vallejo adopted September 29, 1980 as amended, and Chapter 16.08 of the Vallejo Municipal Code, is hereby further amended, and said amendment is shown on the map entitled “The Zoning Map of the City of Vallejo”, which map by reference is made part of said Ordinance No. 558 N.C. (2d).

The real property affected by this amendment consists of two vacant Lots on the north side of Illinois Street approximately 500 feet west of Broadway and approximately 1,050 feet east of Sonoma Boulevard on Illinois Street Solano County Assessor Parcel Numbers 0056-024-080 and 0056-024-090. This amendment was implemented by Zoning Map Amendment #05-0002 and changes the zoning from Intensive Use Limited (IU-L), to Planned Development Residential (PDR).

A true copy of said Zoning Map is on file in the Development Services Department of the City of Vallejo, in City Hall, 555 Santa Clara Street, Vallejo, California, for use and examination by the public.

SECTION 2. Severability.

If any section, subsection, sentence, clause, phrase, or word of this Ordinance is for any reason held to be invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed and adopted this Ordinance, and each and all provisions hereof, irrespective of the fact that one or more provisions may be declared invalid.

SECTION 3. Effective Date.

This Ordinance shall take effect and be in full force and effect from and after (30) days after its final passage.

**ORDINANCE NO. \_\_\_\_ N.C. (2d)**

AN ORDINANCE ADOPTING MASTER PLAN/UNIT PLAN #05-0012 FOR PAISSANO VILLAGE.

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

**SECTION 1.** The City Council hereby adopts the planned development master plan/unit plan pursuant to Section 16.116.090 of the Vallejo Municipal Code and determines that:

- A. Pursuant to Ordinance No. 900 N.C. (2d), codified in Chapter 16.116 of the Vallejo Municipal Code, the City of Vallejo may, after notice, public hearing, and enactment of an enabling ordinance, approve a combination Planned Development Master/Unit Plan for the development of property upon the determination that the Master/Unit Plan meets the requirements of the ordinance.
- B. Planned Development #05-0012 is the Planned Development Master Plan/Unit Plan for the Paissano Village Project by CLW Partnership.
- C. The City Council has reviewed and approved the proposed Mitigated Negative Declaration and has determined that Planned Development #05-0012 will not have an adverse effect on the environment following implementation of the mitigation measures included in the approved Mitigation and Monitoring Program.
- D. Planned Development #05-0012, as conditioned, is consistent with the land use designation goals, objective, and policies of the Vallejo General Plan.
- E. Planned Development #05-0012 will serve to improve the appearance and make better use of the property.
- F. Planned Development #05-0012 as conditioned, is in conformity with public convenience, and the general welfare and good land use practice.
- G. Planned Development #05-0012, as conditioned, will not be detrimental to health, safety and general welfare. Potential impacts that could result from the project were identified in the Mitigated Negative Declaration prepared to evaluate the impacts. Measures to mitigate these potential impacts have been made conditions of the project, and have been agreed to by the project proponent.
- H. Planned Development #05-0012 will result in a project with high quality architecture and site planning that will not adversely affect the orderly development or the preservation of property values of surrounding land uses.

## ATTACHMENT C

- I. Planned Development #05-0012 creates orderly development of the site consistent with the surrounding properties and improves a currently underutilized industrial parcel.
- J. The Plan, as conditioned, serves to achieve grouping of six manufactured single family residential structures, which will be well related to one another.

Based on the findings herein above, the City Council hereby adopts Planned Development Master Plan/ Unit Plan #05-0012 subject to the mitigation measures and conditions of approval (Exhibit 1) to be satisfied as set forth in the Planning Commission Minutes attached hereto dated November 20, 2006, and incorporated by this reference.

### SECTION 2. Severability.

If any section, subsection, sentence, clause, phrase, or word of this Ordinance is for any reason held to be invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed and adopted this Ordinance, and each and all provisions hereof, irrespective of the fact that one or more provisions may be declared invalid.

### SECTION 3. Effective Date.

This Ordinance shall take effect and be in full force and effect from and after (30) days after its final passage.



**PROJECT CONDITIONS FOR THE MITIGATED NEGATIVE  
DECLARATION, ZONING MAP AMENDMENT #05-0002, AND PLANNED  
DEVELOPMENT (Master Plan / Unit Plan) #05-0012**

**CONDITION COMPLIANCE REQUIRED PRIOR TO BUILDING PERMIT  
SUBMITTAL:**

***Planning Division***

1. Prior to submittal of final map, submit a numbered list to the Planning Division stating how each project requirement contained in this report will be satisfied. The list should be submitted to the project planner who will coordinate development of the project.
2. Prior to building permit submittal, submit a complete set of construction plans to the project planner for review and approval.
3. The project shall comply with all mitigation measures outlined in the attached Mitigated Negative Declaration and Mitigation Monitoring Program.
4. Prior to building permit submittal, submit a colors and materials board, showing the exterior architectural materials to be used. T-111 or Panel Siding shall not be used on this project. Exterior façades shall reflect and be respectful of the surrounding homes fronting on Fern & Illinois Streets as stated in the November 20, 2006 Planning Commission Minutes. The applicant shall schedule with Planning Division staff to bring the revised elevations to the Planning Commission for review and approval.
5. Prior to the building permit submittal, submit details of the window, door and garage trim to the project planner for review and approval.
6. Prior to building permit submittal, submit details and location of any proposed fencing to the Project Planner for review and approval. Fencing shall comply with Section 16.70 of the Vallejo Municipal Code. The fencing shown on page C-1 of the submitted plans calls for seven (7) foot high wood fencing, the maximum height of fencing shall not exceed six (6) feet per Section 16.70.060F of the Vallejo Municipal Code.
7. Prior to building permit submittal, work with staff to revise the two side elevations for the two units that front on Illinois Street. The revised elevations shall be enhanced architecturally to provide more visual interest as viewed from Illinois Street.
8. Prior to building permit submittal, the applicant shall work with staff to revise the landscape plans to meet City requirements. Submit 2 sets of revised landscaping plans prepared by a registered landscape architect to

the Planning Division for review and approval. The requirement for a registered landscape architect may be waived at the discretion of the Planning Manager. Landscape plans shall comply with Chapter 16.70 (VMC), and are to include the following:

- a. The use of a variety of plant materials including perennials and ornamental grasses.
  - b. A minimum of 1 City-approved street tree per unit to be planted at least 6 feet from any sewer line;
  - c. Specification of low growth type species adjacent to doors, windows and walkways;
  - d. Low-water using and drought-resistant plant materials;
  - e. Screening of required backflow preventer;
  - f. All trees to be minimum of 15 gallon, double staked; at least 50% of the proposed shrubs shall be a minimum of 5 gallon;
  - g. Irrigation plan indicating all components of the irrigation system including sprinklers and other outlets, valves, backflow prevention devices, controllers, piping and water usage.
9. Prior to building permit submittal, submit an official stamped certification by a licensed and registered engineer or architect that the proposed project and structure complies with Section 7.98 (Floodplain Management Regulations).

***Building Division***

1. Prior to building permit submittal, submit a revised roof plan. The roof valleys as presently illustrated show roof valleys dumping water over and at the property lines
2. Prior to building permit submittal, submit plans showing that the garage walls at the property line have a one-hour construction.

***Public Works Department***

1. Prior to building permit submittal, submit a numbered list to the Planning Division stating how each condition of project approval contained in this report will be satisfied. The list should be submitted to the project planner who will coordinate development of the project. (PW1)
2. Prior to building permit submittal, apply to FEMA for a letter of Map Revision (LOMR) and secure their approval.
3. Comply with the City of Vallejo Flood Damage Protection Ordinance (Section 7.98 of the Vallejo Municipal Code).

## EXHIBIT 1

4. Prior to building permit submittal, submit a geotechnical investigation report for this project for review.
5. Prior to building permit submittal, submit a site grading, drainage, improvement, utility and landscaping and irrigation plans for review and approval. Site plan shall show all proposed and existing improvements and utility services. Secure approval of the site plan prior to building permit submittal.
6. Prior to building permit submittal, establish a common access, drainage, parking and utility easements within the common area for the benefit of all six units.
7. Prior to building permit submittal, underground overhead utility wires fronting the property. All proposed utility wires serving the lots shall be under-grounded.
8. Dedicate a six foot wide Public Utility Easement along Illinois Street fronting the property.
9. Prior to building permit submittal, submit an address map for review and approval.
10. Owner of the property shall request in writing from the Public Works Department to assign an address for each lot.
11. Prior to building permit submittal, submit three sets of plans to the Department of Public Works for plan check review and approval. (Improvement or civil plans are to be prepared by a licensed civil engineer.) Plans are to include, but may not be limited to, grading and erosion control plans, improvement plans, joint trench utility, street light plans, and landscaping, irrigation and fencing plans and all supporting documentation, calculations, and pertinent reports. (PW3)
12. Prior to building permit submittal, or acceptance of grading, compaction test results and certification letter from the project soils engineer and civil engineer confirming that the grading is in conformance with the approved plans must be submitted to Public Works for review and approval. Test values must meet minimum relative compaction recommended by the soils engineer (usually at least 90 percent). (PW8)
13. Obtain a street excavation permit from the Department of Public Works prior to performing any work within City streets or rights-of-way, or prior to any cutting and restoration work in existing public streets for utility trenches. All work shall conform to City standards (PW 10).

## EXHIBIT 1

14. Prior to building permit issuance, obtain an encroachment permit from the Department of Public Works for all work proposed within the public right-of-way (PW 11).
15. Prior to building permit submittal, submit a traffic control plan to the Department of Public Works for review and approval (PW 12).
16. Prior to approval of construction plans, provide bonds and pay applicable fees. Bonding shall be provided to the City in the form of a "Performance Surety" and a separate "Labor and Materials Surety" in amounts stipulated by City ordinance (PW 15).
17. The project is located within the 100-year flood zone and shall therefore comply with Chapter 7.98 – Flood Damage Protection, VMC. Prior to obtaining a grading permit, apply to the Federal Emergency Management Administration (FEMA) for a Conditional Letter of Map Revision (CLOMR). Prior to building permit submittal, apply to FEMA for a letter of Map Revision (LOMR). Prior to obtaining a certificate of occupancy or acceptance by the City, whichever is applicable, obtain an approved Letter of Map Revision from FEMA. It will take FEMA at least 90 days to obtain CLOMR or LOMR. FEMA can be contacted by telephone at 9415)923-7177, or FEMA, Mitigation Division, Building 105, Presidio of San Francisco, San Francisco, CA 94129-1250. (PW18)
18. Prior to building permit submittal, submit a final a final map prepared by a qualified civil engineer or land surveyor for review and approval. (VMC 15.12.030)
19. Prior to recording the final or parcel map, the owner shall pay the City charges required by Solano County for providing copies of the recorded map to the City (\$15.00/Sheet).
20. Pay the map checking fee. (Resolution No. 02-55 N.C.)

### *Water Division*

1. Submit a numbered list to the Water Division stating how each condition of project approval will be satisfied.
2. All water system improvements shall be consistent with the Vallejo Water System Master Plan, 1985, prepared by Kennedy/Jenks Engineers. Prior to building permit submittal, water system improvement plans shall be submitted to the Water Division for review and approval, and shall contain at least:
  - b. Location and size of domestic service connection(s).

## EXHIBIT 1

- c. Location and size of irrigation service connection(s).
  - d. Location of fire hydrants.
  - e. Location of structures with respect to existing public water system improvements such as mains, meters, etc.
  - g. Location and size of backflow prevention devices (required on water service connections to irrigation systems, certain commercial water users, and to commercial fire sprinkler systems, per City Ordinance 922 N.C. (2d).
3. Fire flow and pressure requirements of the Fire Department shall be satisfied. Fire flow at no less than 25 psig residual pressure shall be available within 1000 feet of any structure. One half of the fire flow shall be available within 300 feet of any structure.
    1. For single family residential units, the fire flow is 1500 gpm.
    2. For other developments, see the Vallejo Water System Master Plan, 1985, prepared by Kennedy/Jenks Engineers and its latest update by Brown and Caldwell dated April 1996
  4. Prior to building permit submittal, hydraulic calculations demonstrating that the fire flow required by the Fire Marshall is satisfied shall be submitted to the Water Superintendent.
  5. Fire hydrant placement and fire sprinkler system installation, if any, shall meet the requirements of the Fire Department. For combined water and fire services, the requirements of both the Fire Department and the Vallejo Water System Master Plan, with latest revisions shall be satisfied.
  6. Each lot or unit shall be metered separately.
  7. Prior to building permit submittal, hydraulic calculations shall be submitted to the Water Division demonstrating that the fire flow requirements are complied with.
  8. Water service shall be provided by the City of Vallejo following completion of the required water system improvements and payment of applicable fees. Performance and payment bonds shall be provided to the City of Vallejo prior to construction of water system improvements. Fees include those fees specified in the Vallejo Municipal Code including connection and elevated storage fees, etc. and fees for tapping, tie-ins, inspections, disinfection, construction water, and other services provided by the City with respect to the water system improvements. The Water Division may be contacted for a description of applicable fees.
  9. The water service (if existing) on site may not meet Plumbing Code requirements for the number of fixture units in this development. Submit

plumbing calculations that show the existing water service and/or meter size meets the current Plumbing Code requirements. If it does not, upsize the water service and meter size to recommended size. Application for water service changes should be directed to Water Engineering at 202 Flemming Hill Road, Vallejo, CA 94589.

***Vallejo Sanitation and Flood Control District***

1. Prior to building permit submittal, a VSFCD Connection Permit is required. Pay all applicable review and connection fees.
2. Prior to building permit submittal, submit a revised site utility plan showing the storm drain and sanitary sewer system within the lots private. The District's responsibility shall be from the ROW to the District's facility.
3. The existing sanitary sewer on the easterly side of your subdivision shall be protected and not encroached upon.
4. All individual parcels shall drain and sewer directly to the public system. Prior to building permit submittal, submit complete improvement plans and supporting documentation illustrating that the individual parcels drain and sewer directly to the public system. Please show the location of the sanitary sewer and cleanout on the site utility plan.
5. Prior to building permit submittal, the property owner shall submit a proposed easement description for approval by the District. Vallejo Sanitation and Flood Control District pipeline facilities shall be located in a 15 foot wide easements or street right-of-way.
6. Prior to building permit submittal, please show a manhole over the 12-inch SD pipe at the property line. Please show a Vallejo Sanitation and Flood Control District cleanout over the 6-inch SS pipe at the property line. The intention of this is to make the systems discernible between what is public and what is private. Please show the location on the drawings.
7. The sanitary sewer pipe size in Illinois Street is 15 inches not 18 inches.
8. Prior to building permit submittal, resubmit the design drawings showing the corrections above.

***Fire Prevention***

## EXHIBIT 1

1. Prior to building permit submittal, resubmit plans showing an adequate roadway width. Access roads shall have an unobstructed width of not less than 20 feet. (2001 California Fire Code 902.2.2.1)
2. In Residential (Group R) Occupancies, single station smoke detectors shall be installed prior to occupancy/final building inspection in each sleeping area and at a point centrally located in the corridor or area giving access to each separate sleeping area. When the dwelling unit is of more than one story (including basement) there shall be a smoke detector on each story. When a story is split into more than one level, the smoke detector shall be installed on the upper level. (2001 CBC Section 310.9.1.1).
2. Prior to building permit submittal, submit a numbered list to the Fire Prevention Division stating how each condition of project approval will be satisfied.
3. Prior to building permit submittal, the applicant shall install an approved and tested water supply system capable of supplying the required fire flow as determined by the Fire Chief. Water supply systems for staged construction shall provide required fire flows at all stages. (2001 CFC Section 901.4)
4. Additional fire hydrants may be needed, prior to building permit submittal, submit a complete set of plans for review and approval. Prior to building permit submittal, submit a complete set of plans for review and approval. All fire hydrants are to have a "blue dot" high way reflector installed on the adjacent street of the driveway to clearly identify the fire hydrant locations (2001 CFC Section 903, Appendix III-B)

### CONDITION COMPLIANCE REQUIRED PRIOR TO OCCUPANCY/FINAL INSPECTION:

#### *Planning Division*

1. Prior to final occupancy install required landscaping as illustrated on the approved landscape plan.
2. Prior to occupancy/final building inspection, install landscaping and irrigation per approved plans. The landscape architect shall verify in writing that the landscaping and irrigation have been installed in accordance with the approved landscaped plans with respect to size, health, number and species of plants and the overall design concept.
3. Obtain an inspection from the Planning Division prior to occupancy/final building inspection. All inspections require a minimum 24-hour notice. Occupancy permits shall not be granted until all construction and

landscaping is complete and final in accordance with the approved plans and required conditions of approval or a bond has been posted to cover all costs of the unfinished work as agreed to by the Planning Manager.

***Public Works***

1. Prior to occupancy, remove and replace broken curb, gutter and sidewalk fronting the property as determined in the field by the City Engineer. (VMC, 10.04). Obtain a sidewalk permit from the Public Works Department prior to any work.
2. Prior to final occupancy, install frontage improvements as determined in the field by the City Engineer.
3. Prior to occupancy/final building inspection, install the improvements required by Public Works including but not limited to streets and utilities. (PW16)
4. Prior to occupancy/final building inspection, remove and replace any broken curb, gutter, sidewalk or driveway approach as directed in the field by the City Engineer. (PW17)
5. Prior to release for occupancy, plant street trees in accordance with Vallejo Municipal Code, Section 15.06.190 and Regulations and Specifications for Public Improvements, Section 3.3.48. The list of approved trees is available in the office of the Public Works Director. The minimum standard shall be at least one tree for each 50 feet of street frontage or fraction thereof, including secondary or side streets. Street tree(s) shall be inspected by Public Works Landscape Inspector prior to release for occupancy. (PW19)
6. Prior to occupancy, install required street tree fronting the property along Illinois Street. Street tree shall be selected from the City's approved street tree list. (VMC, Section 15.06.190 and Regulations and Standard Specifications Section 3.3.48)

***Fire Prevention***

1. Prior to occupancy/final building inspection, install approved numbers or addresses on all buildings in such a position as to be clearly visible and legible from the street. Residential buildings shall have numerals or letters not less than 3 inches in height, and approved color that contrasts the background. Commercial occupancies shall have numerals or letters not less than 6 inches in height of contrasting background, and illuminated at night (2001 CFRC Section 901.4.4; added VMC Section 12.28.170)



2. Prior to final occupancy/final building inspection, all applicable fees shall be paid and a final Fire Prevention inspection shall be conducted. All meetings and inspections require a minimum 24-hour advance request.
3. Prior to occupancy/final building inspection, install “No Parking/Fire Lane” signs along interior access roadways, in locations where vehicle parking would encroach on a 20-foot clear width of roadway (CVC Section 22500.1; CalTrans Traffic Manual sign #R26F).
4. In Residential (Group R) Occupancies, single station smoke detectors shall be installed prior to occupancy/final building inspection in each sleeping area and at a point centrally located in the corridor or area giving access to each separate sleeping area. When the dwelling unit is of more than one story, (including basement) there shall be a smoke detector on each story. When a story is split into more than one level, the smoke detector shall be installed on the upper level.

***Water Department***

1. Prior to occupancy or final building inspection, install water appropriately sized water system improvements as required. Backflow device shall be installed in compliance with the Vallejo Municipal Code and in areas hidden from public view and/or shall be mitigated by landscaping.
2. Individual water services/meters for these units shall be situated only along the frontage at Illinois Street.

***Vallejo Sanitation and Flood Control District***

1. If comments from VSFCDD and the City of Vallejo call for differing standards of development, the higher standard shall apply.
2. If any of the VSFCDD comments are in conflict with comments from the City of Vallejo request clarification.
3. Applicant shall pay all fees (plan review fees, connection fees, etc.) required by VSFCDD for the subject project.
4. Prior to occupancy/final building inspection, provide a standard VSFCDD cleanout at the right-of-way/easement line per District standards and a two-way cleanout at the building per U.P.C.
5. Direct roof drainage across non-paved areas prior to entering storm drain inlets and gutter, when feasible.

6. VSFCDD comments shall be understood to require modification of the project to any extent necessary to meet VSFCDD requirements, unless specifically stated.
7. Prior to occupancy, install VSFCDD cleanout per standard drawing number seventeen.
8. Prior to occupancy, install VSFCDD manhole (Sanitary and Storm Drain) per standard drawing number seven and eleven.
9. The VSFCDD would prefer the public portion of the sanitary sewer pipe material to be PVC SDR 26.
10. VSFCDD personnel shall inspect all work on the District's system.

***Crime Prevention***

1. Street number shall be displayed in a prominent location and be easily visible to oncoming emergency vehicles. The numbers shall be illuminated during darkness.
2. Post signs and paint curbs red which have emergency vehicle access lanes.
3. There shall be an illuminated map of the complex affixed at the entrance to the property that allows the viewer to see his/her location and the location of the units on the property.
4. All exterior lighting shall be sufficient to establish a sense of well-being to pedestrians and to facilitate the recognition of persons at a reasonable distance.
5. Metal halide bulbs are recommended.
6. All exterior lighting shall not trespass onto other adjoining properties.
7. Landscaping shall not block or obstruct the view of any door, window, or lighting fixture.

**STANDARD REQUIREMENTS**

***Planning Division***

1. Construction-related activities shall be limited to between the hours of 7 a.m. and 6 p.m., Monday through Saturday. No construction is to occur

on Sunday or federal holidays. Construction equipment noise levels shall not exceed the City's maximum allowable noise levels.

2. T-111 or panel siding shall not be used on this project.
3. All landscaping and fencing surrounding the proposed use shall be maintained in a clean, attractive, and well kept condition and any dead or dying material shall be replaced promptly. There shall be no barbwire or razor fencing allowed.

***Public Works***

1. All public improvements shall be designed to City of Vallejo standards and to accepted engineering design standards. The City Engineer has all such standards on file and the Engineer's decision shall be final regarding the specific standards that shall apply.
2. Surface runoff from the site shall be intercepted on site and piped into the public storm drain system (No sidewalk cross drains allowed). Show the point connection of drainage pipe to public storm drain system. Surface drainage of each lot shall be directed to the court and shall not cross neighboring lots, unless a Homeowner Association established to maintain the private storm drain system.
3. The driveway approach and the common driveway inside the project shall not be less than 25 feet in width.
4. Multiple trenches require grinding and overlay along Illinois Street. Limit of work shall be determined by the City Engineer.
5. Water meters shall not be located with the driveway approach.
6. Identify public and private sanitary sewer and storm drain lines in the common court.
7. Prepare and record Codes Covenants and Restrictions (CC&Rs) and a Private Road/Access Maintenance Agreement that shall be reviewed prior to recording by the Planning Division, Public Works Department and the City Attorney.
8. Remove and replace broken curb and gutter fronting the property as determined in the field by the City Engineer. (VMC, Section 10.04)
9. Entrances to any private project must be standard driveway approaches unless deviation is permitted by the City Engineer. (PW9)

## EXHIBIT 1

10. Construction inspection shall be coordinated with Public Works and no construction shall deviate from the approved plans. (PW13)
11. The project design engineer shall be responsible for the project plans. If plan deviations are necessary, the project engineer must first prepare a revised plan or details of the proposed change for review by Public Works and, when applicable, by Vallejo Sanitation and Flood Control District. Changes shall be made in the field only after approval by the City. At the completion of the project, the design engineer must prepare and sign the "as built" plans. (PW14)
12. Standard driveway and approach shall be per City standard. (VMC Section 16.62.150)
13. All public improvements shall be designed to City of Vallejo standards and to accepted engineering design standards. The City Engineer has all such standards on file and the Engineer's decision shall be final regarding the specific standards that shall apply (PW 2).
14. Site grading shall comply with Chapter 12.40 - Excavations, Grading and Filling, (VMC). Prior to issuance of grading permit, submit a soils report for review. An independent soils and geological review of the project may be required. The City shall select the soils engineer with the cost of the study to be borne by the developer/project sponsor (PW 4).
15. In design of grading and landscaping, line of sight distance shall be provided based on Caltrans standards. Installation of fencing, signage, above ground utility boxes, etc. shall not block the line of sight of traffic and must be set back as necessary (PW 5).
16. During grading operations, the project geologist or soils engineer and necessary soils testing equipment must be present on site. In the absence of the soils engineer or his representative on site, the to the Department of Public Works shall shut down the grading operation (PW 6).
17. All dust and erosion control shall be in conformance with City standards and ordinances (PW 7).

### ***Fire Prevention***

1. The project shall conform to all applicable requirements of Title 19 (2001 CFC and all VMC Amendments)
2. Should security gates be desired at any entrances to the project, they shall be provided with a Fire Department approved entry system.

3. Development sites shall be maintained weed free during construction. (2001 CFC Section 1103.2.4)
3. Every sleeping room below the fourth story shall have at least one exterior opening for rescue purposes. The opening shall be a minimum of 5.7 square feet, and 20 inches wide by 24 inches high. The finished sill height shall be no higher than 44 inches from the floor. Ladder access shall be provided for buildings over the first floor.

***Water Division***

1. Easements shall be provided for all water system improvements installed outside the public right-of-way:
  - a. Fifteen feet wide (minimum) for water mains.
  - b. Ten feet wide (minimum) for fire hydrants, water meters, backflow preventers, double detector check valves, etc.
2. Each unit or building structure shall be metered separately.
3. Water service shall be provided by the City of Vallejo following completion of the required water system improvements and payment of applicable fees. Performance and payment bonds shall be provided to the City of Vallejo prior to construction of water system improvements. Fees include those fees specified in the Vallejo Municipal Code, including connection and elevated storage fees, etc., and fees for tapping, tie-ins, inspections, disinfection, construction water, and other services provided by the City with respect to the water system improvements. The Water Division may be contacted for a description of applicable fees.

***Vallejo Sanitation and Flood Control District***

1. Direct roof drainage across non-paved areas prior to entering storm drain inlets and gutter, when feasible.
2. The following permits are identified as being required from other agencies prior to construction: Building Permit from the City of Vallejo. Additional permits may be required. It is the responsibility of the applicant to determine any and all permits that are required.
3. After the plans are approved, submit a Construction Permit Application (SSI) Form for connection fee calculation (\$20 Submittal Fee). Non-residential developments shall also submit a Pre-treatment Questionnaire for review by VSFCDD Pollution Control Department.
4. Direct roof drainage across non-paved areas prior to entering storm drain inlets and gutter, when feasible.

5. All individual parcels shall drain and sewer directly to the public system.
6. Non-VSFCD facilities serving more than one lot will not be allowed.
7. VSFCD's sanitary sewer or storm drains shall not be installed in the rear of any of the lots.
8. All storm drainage shall be collected onsite and conveyed underground to the public storm drain system.

**GENERAL REQUIREMENTS**

1. All contractors and subcontractors working on the project shall have City of Vallejo business licenses.
2. Construction-related activities shall be limited to between the hours of 7 a.m. and 6 p.m., Monday through Saturday. No construction is to occur on Sunday or federal holidays. Construction equipment noise levels shall not exceed the City's maximum allowable noise levels.
3. Required landscaping shall be maintained in a neat, clean, and healthy condition. This shall include pruning, mowing of lawns, weeding, removal of litter, fertilizing, replacement of plants when necessary, and the regular watering of all plantings.
4. The conditions herein contained shall run with the property and shall be binding on the applicant, and all heirs, executors, administrators, and successors in interest to the real property that is the subject of this approval.
5. All applicable requirements of any law or agency of the State, City of Vallejo and any other governmental entity at the time of the recording of the Final Map shall be met. The duty of inquiry as to such requirements shall be upon the applicant.
6. The subdivider shall defend, indemnify, and hold harmless the City of Vallejo or its agents, officers, and employees from any claim, action, or proceeding against the City or its agents, officers, or employees to attack, set aside, void, or annul, the approval of this subdivision by the City. The City shall promptly notify the subdivider of any action. The City may elect, in its discretion, to participate in the defense of any action.



Agenda No.

**COUNCIL COMMUNICATION**

Date: April 3, 2007

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

**FROM:** Craig Whittom, Assistant City Manager/Community Development  
Brian Dolan, Development Services Director *for*  
Don Hazen, Planning Manager *for*

**SUBJECT:** Consideration of a Resolution directing staff to prepare an amended Downtown Vallejo Specific Plan allowing temporary use regulations within the Georgia Street Corridor of the Downtown Vallejo Specific Plan area and expressing its intent to revise Ordinance 1553 N.C. (2d), the Master Plan for Downtown Vallejo, to accommodate those amendments.

**BACKGROUND AND DISCUSSION:**

The Downtown Vallejo Specific Plan was adopted by the City Council on September 20, 2005. Included in the Plan are land regulations which are intended to maintain and enhance Georgia Street as the "primary retail corridor" of downtown. Consequently, the list of permitted uses on the ground floor along the Georgia Street Corridor are retail-oriented. However, the Plan also acknowledges the need to "identify appropriate interim uses in retail spaces until such time as there is a market for retail uses" (pg. 4.3).

There has been a concern from local merchants that the current restrictions on uses for the ground floor spaces along Georgia Street Corridor are too prohibitive and have resulted in a high vacancy rate. In order to relax the rules on the types of uses which may be found in those spaces, City Council is being asked to direct the preparation of a change to the ordinance adopting the Downtown Vallejo Specific Plan as a Master Plan for the area. Once the amendment is prepared, the Amended Downtown Vallejo Specific Plan would be brought back to Council for Adoption by Resolution, and the Ordinance Adopting the Master Plan would be amended to incorporate the proposed changes as well.

On February 13, 2007, the City Council considered a proposed Resolution of Intention to adopt interim land use regulations that would have broadened the range of uses that could be permitted on the ground floor along the Georgia Street Corridor for a maximum of six years (staff report attached as Exhibit 3). The key provisions of the recommended Resolution were as follows:

- Conditionally permit specified non-retail uses to be temporarily established during an initial three-year period, with an additional three-year occupancy.
- Reevaluate the retail market prior to termination of the interim regulations

All five participating City Council members (Councilmembers Bartee and Gomes recused

themselves) expressed support for interim regulations that provide an opportunity for non-retail uses on the ground floor. The City Council members expressed various concerns with the draft Resolution, including the temporary use status versus "grandfathering" and the appropriate period for "grandfathering." Additionally, implementation issues were discussed such as the need for a conditional use permit, specificity regarding the type non-retail uses allowed on an interim basis, application fees, and the process for approval. Subsequent to the meeting the City Attorney has opined that City Councilmember Gomes does not have an conflict of interest in this decision.

The City Council referred the matter back to staff to consider alternatives and to work out the various implementation details. Staff has further studied the intent of the Downtown Plan and offers the same basic recommendation, but without the requirement for a conditional use permit. Staff has also identified an alternative for the City Council's consideration.

**Recommended Proposal:**

- No change to the "Three-year plus three-year" interim land uses
- No grandfathering
- Reevaluate interim regulations by March 2009.
- Administrative Permit required, no conditional use permit
- Temporary land use agreement between property owner/tenant/City required as part of Administrative Permit

**Analysis:**

This alternative would not grant permanent status to the non-retail uses which are established during the initial three-year period. Staff believes that the recommended proposal is consistent with the Specific Plan intent that "interim" land uses be identified during this transitional period. Permanent "grandfathering" of non-retail uses would be inconsistent with the intent of the Specific Plan to establish Georgia Street as the primary retail corridor.

This alternative would require that any tenant improvement costs of new businesses would need to be amortized during the maximum lease period of six years. This provides encourages leasing to non-retail users that will not require significant capital investments in the first floor space.

**Alternative Proposal:**

- Three-year period for allowing non-retail uses
- Grandfathering, limited to the specific tenants only
- Reevaluate interim regulations by March 2009.
- Administrative permit required, no conditional use permit
- Land use agreement between property owner/tenant/City



Analysis:

This alternative would address the concerns expressed about amortizing the cost of tenant improvements by not limiting the term of the lease. This alternative would provide a three-year timeframe during which a specified non-retail tenant could establish occupancy and not be subject to occupancy termination by the City. This alternative links the grandfathering to the specific tenant, as opposed to the broader "land use" classification. This alternative would also provide for a reevaluation of the interim regulations by March 2009. It is unknown how many non-retail uses would be established in long term tenancies during the three-year period.

Proposed Non-retail Uses:

The following recommended non-retail uses are proposed to be permitted by the amendment and were suggested by the Downtown Task Force:

- Administrative and Professional Offices
- Business Support Services
- Communication Services
- Financial Insurance and Real Estate Offices
- Medical Offices
- Medical Services
- Participant Sports and Recreation

It should be noted that all existing legal nonconforming uses would not be subject to this ordinance and would be legally entitled to continue their use, as long as the use does not cease for more than one year.

Implementation:

If the City Council directs the amendment of the Downtown Specific Plan, this would require both a new resolution amending the Downtown Specific Plan, as well as an amendment to the ordinance adopting the Downtown Specific Plan as The Master Plan. For all Specific Plan amendments, the Planning Commission is required to conduct a public hearing and make a recommendation to the City Council. Due to noticing requirements, the earliest this hearing could be scheduled for the Planning Commission would be May 7, 2007. Following action by the Planning Commission, the City Council will need to conduct a hearing of the first reading of the ordinance, and this could be scheduled on May 22, 2007. Second reading of the ordinance could occur on May 29, 2007, and the ordinance would be effective on June 28, 2007.

Individual requests for occupancy would require approval of an Administrative Permit. The cost of this application is currently \$220.00 and it is a staff decision that takes approximately two weeks to process.

Consistency with General Plan and Downtown Specific Plan:

The proposed amendment to the Downtown Specific Plan to provide interim land uses during this transition period is consistent with the Downtown Vallejo Specific Plan goals and policies which include encouraging an active pedestrian corridor and identifying measures intended to implement the Plan's goals and policies. Two measures already identified in the Downtown Specific Plan which will assist in implementing Goal 4.2 and Policy 4.2.2 include "Identifying appropriate interim uses in retail spaces until such time as there is a market for retail uses, and prohibiting "boarded up" storefronts even during transition periods" and also, "Encouraging flexibility in land use regulations to promote as much development and redevelopment with a mix of uses, by not having separated land uses identified on a land use map" (DVSP p. 4.3).

### **FISCAL IMPACT**

If adopted, the revised land use regulations will help reduce the vacancy rate of ground floor retail space. There will likely be economic benefits to the City in the form of additional sales and business taxes.

### **RECOMMENDATION**

Staff recommends that the City Council direct staff to prepare an amended Downtown Vallejo Specific Plan allowing temporary use regulations within the Georgia Street Corridor of the Downtown Vallejo Specific Plan area and expressing its intent to revise Ordinance 1553 N.C. (2d), the Master Plan for Downtown Vallejo, to accommodate those amendments. The recommendation is to structure the use regulations so that the non-retail uses would be permitted for "three-years plus three-years" and the ordinance would be reevaluated in March 2009.

### **ALTERNATIVES CONSIDERED**

Staff considered the comments from members of the Council at the February 13<sup>th</sup> hearing and has analyzed two alternative proposals for consideration. As noted, the staff recommendation is the option that does not provide grandfathering, but allows a tenant to temporarily occupy a tenant space for three additional years once the initial three-year period expires. A provision to reevaluate the retail market prior to the expiration of the interim policy is a part of the staff recommendation.

An alternative proposal provides for permanent grandfathering of non-retail tenants if established during the three-year period. The longer the time period, the greater the potential number of non-retail tenants that could occupy the ground floor of the main retail corridor for downtown. A reevaluation clause is also recommended if the Council is inclined to support grandfathering.

During the City Council discussion on March 27, 2007, the City Council may wish to discuss variations on the time limits of either alternative in an attempt to achieve a solution acceptable to the majority of the City Council.

**ENVIRONMENTAL REVIEW**

This resolution of intention is a precursor to the possible adoption of a future resolution, or a future ordinance, and therefore this resolution is an action which may not cause either a direct physical change in the environment or a reasonable foreseeable indirect physical change in the environment. It is therefore not a 'project' within the meaning of CEQA guidelines 21065.

In the future, were the City Council inclined to adopt a resolution amending the Downtown Specific Plan, or the ordinance adopting the Master Plan, the action would not have a significant impact on the environment. The use regulations would not establish nor authorize any new uses or construction in the broader downtown area that were not previously envisioned by the Downtown Specific Plan Environmental Impact Report; and each new application will require a separate environmental review as a condition of granting an Administrative Permit. The proposed uses are already permitted on the upper floors.

**PROPOSED ACTION**

Approve a Resolution directing staff to prepare an amended Downtown Vallejo Specific Plan allowing temporary use regulations within the Georgia Street Corridor of the Downtown Vallejo Specific Plan area and expressing its intent to revise Ordinance 1553 N.C. (2d), the Master Plan for Downtown Vallejo, to accommodate those amendments.

**DOCUMENTS ATTACHED**

Attachment A. Resolution with Exhibits directing the preparation of an amendment to the Downtown Vallejo Specific Plan to permit certain specified non-retail uses on the first floor along the Georgia Street Corridor.

Attachment B. Excerpted Minutes, City Council meeting of February 13, 2007.

Attachment C. Staff Report, City Council meeting of February 13, 2007.

**CONTACT:**

Don Hazen, Planning Manager  
(707) 649-5458 or [dhazen@ci.vallejo.ca.us](mailto:dhazen@ci.vallejo.ca.us)

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

A RESOLUTION OF THE CITY COUNCIL DIRECTING STAFF TO PREPARE AN AMENDED DOWNTOWN VALLEJO SPECIFIC PLAN ALLOWING TEMPORARY USE REGULATIONS WITHIN THE GEORGIA STREET CORRIDOR OF THE DOWNTOWN VALLEJO SPECIFIC PLAN AREA AND EXPRESSING ITS INTENT TO REVISE ORDINANCE No. 1553 N.C. (2d), THE MASTER PLAN FOR DOWNTOWN VALLEJO, TO ACCOMMODATE THOSE AMENDMENTS.

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

WHEREAS, the Downtown Vallejo Specific Plan was adopted by the Vallejo City Council on September 20, 2005, with the stated vision that "Downtown will become the focus of community pride as the revitalized "heart" of Vallejo; and

WHEREAS, the Downtown Specific Plan Land Use Goal 4.2c strives to enrich the mix of Downtown uses by "identifying appropriate interim uses in retail spaces until such time as there is a market for retail uses and prohibiting boarded up storefronts even during transition periods"; and

WHEREAS, it is necessary to allow a broader range of temporary uses on the ground floors of buildings along the Georgia Street corridor as depicted in the attached Exhibit "A", in order to provide a transition of land uses until the retail market improves; and

WHEREAS, allowing certain temporary uses would be consistent with the Downtown Vallejo Specific Plan, and the City of Vallejo General Plan; and

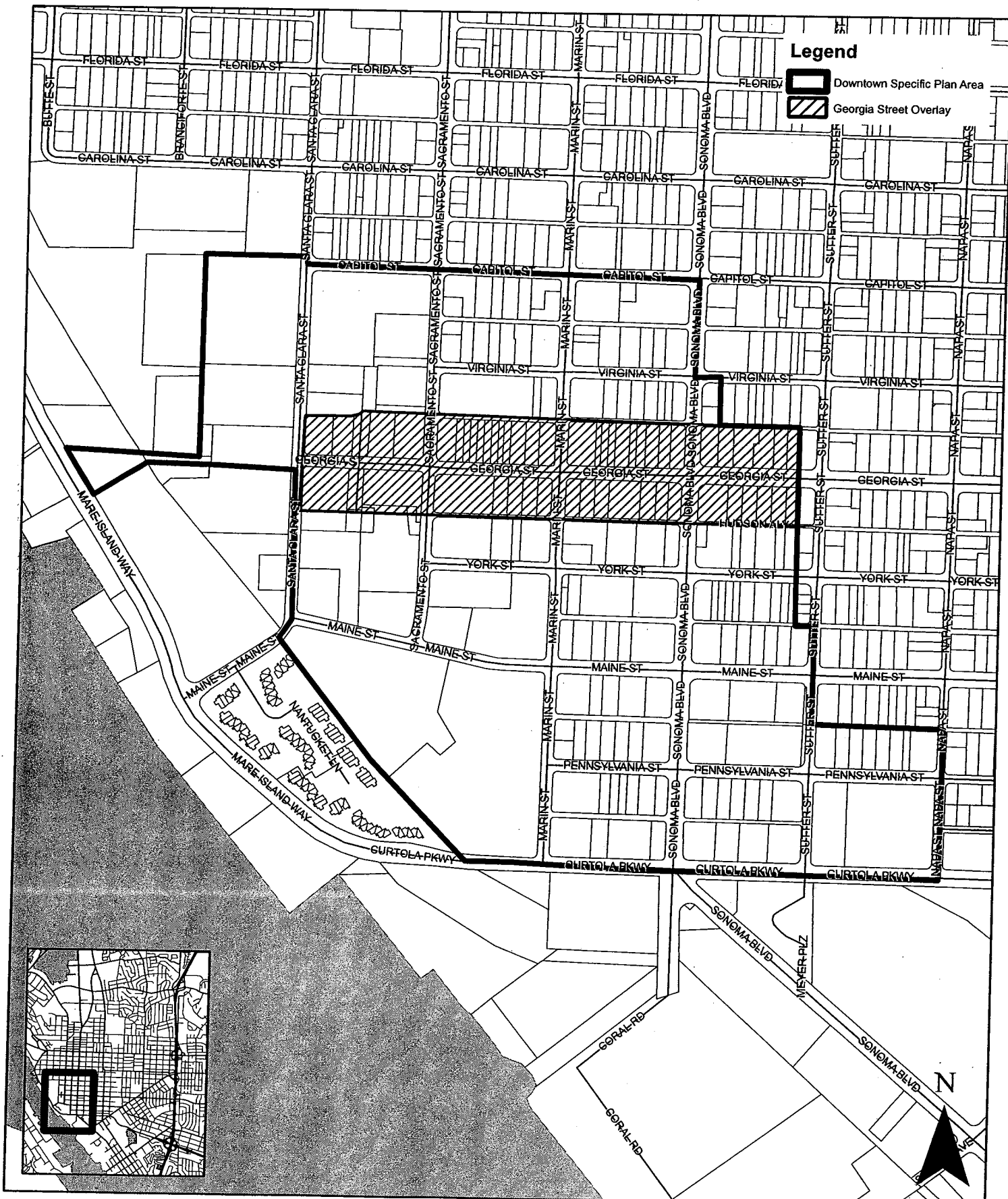
WHEREAS, this action is a precursor to the possible adoption of an amended specific plan and an amended ordinance at a future time, and therefore it is an action which may not cause either a direct physical change in the environment or a reasonable foreseeable indirect physical change in the environment, it is therefore not a 'project' within the meaning of CEQA guidelines 21065, and

NOW THEREFORE BE IT RESOLVED, that the City Council hereby directs staff to prepare an Amended Downtown Specific Plan that allows temporary use regulations as described in the staff report.

BE IT FURTHER RESOLVED, that the City Council hereby expresses its intent to Amend the Ordinance adopting the Master Plan for Downtown Vallejo to accommodate the proposed amendments, and Staff is directed to prepare an

Amended Specific Plan and Amended Master Plan Ordinance which implements this resolution and forward said draft Amended Specific Plan and the Amended Master Plan Ordinance to the Planning Commission and City Council for consideration within the next sixty (60) days.

# Downtown Vallejo Map



**EXHIBIT B****INTERIM LAND USE REGULATIONS, GEORGIA STREET CORRIDOR  
(GROUND FLOOR)**

<u>Land Use Types</u>	<u>Land Use Permit Required</u>
Administrative & Professional Services (V.M.C. Sec. 16.06.240)	AP
Business Support Services (V.M.C. Sec. 16.06.300)	AP
Communication Services (V.M.C. Sec. 16.06.310)	AP
Financial Insurance and Real Estate Services (V.M.C. Sec. 16.06.360)	AP
Medical Offices (V.M.C. Sec. 16.06.405)	AP
Medical Services (V.M.C. Sec. 16.06.410)	AP
Participant Sports and Recreation, Indoor (e.g. Fitness clubs, yoga, martial art studios, dance, etc.) (V.M.C. Sec. 16.06.420)	AP

Note: AP is an Administrative Permit to be processed in accordance with Vallejo Municipal Code Chapter 16.96. Any exterior building modifications associated with the new use may also be subject to obtaining other applicable land use permits. The effective date of the above regulations shall be in accordance with the terms established under Ordinance No. \_\_\_\_\_. As a condition of approval, all uses established under the interim land use regulations shall be for a term not to exceed the sunset date of said Ordinance unless extended, and shall be subject to recordation of a land use agreement signed by the property owner, City, and tenant acknowledging said restrictions on the use.

FOR REVIEW OF THE ASSOCIATION OF BAY AREA OVERTMENTS' (ABAG) REPORT *TAMING NATURAL DISASTERS* AND ASSOCIATED DOCUMENTS (LOCAL HAZARD MITIGATION PLAN ANNEX AND MITIGATION STRATEGIES) IN PREPARATION FOR ADOPTION BY THE COUNCIL AT A LATER DATE OF SAID REPORT AND ASSOCIATED DOCUMENTS AS THE CITY OF VALLEJO'S LOCAL HAZARD MITIGATION PLAN

The Federal Disaster Mitigation Act of 2000 requires all cities, counties and special districts to have a Local Hazard Mitigation Plan in place before any disaster mitigation funding can be received from the Federal Emergency Management Agency (FEMA). On March 17, 2005, ABAG adopted *Taming Natural Disasters* as the Local Hazard Mitigation Plan for the San Francisco Bay Area. The next logical step for the City of Vallejo is to adopt the same plan, including our local annex and strategy documents, for our use.

Fire Chief Don Parker addressed the document and explained its development, stating that by adopting this plan, the City will be in a position to receive recovery funds for a disaster.

Chief Parker responded to a question of Councilmember Sunga concerning how this is related to the Alert Project.

RESOLUTION NO. 07-31 N.C. adopting the Resolution authorizing the City Clerk to publish for ten (10) days a notice of availability for review of the ABAG report *Taming Natural Disasters* and associated documents (the Local Hazard Mitigation Plan ANNEX and Mitigation Strategies) in the Vallejo City Clerk's Office or the Vallejo Fire Prevention Division, in preparation for adoption of said report and associated documents as the City of Vallejo's Local Hazard Mitigation Plan.

The resolution was approved by the following vote:

AYES:	Mayor Intintoli, Vice Mayor Cloutier, Councilmembers Bartee, Davis, Gomes, Pearsall and Sunga
NOES:	None
ABSENT:	None
ABSTAINING:	None

**E. CONSIDERATION OF A RESOLUTION OF INTENTION TO ADOPT AN INTERIM ORDINANCE ALLOWING TEMPORARY CONDITIONAL USE REGULATIONS WITHIN THE GEORGIA STREET CORRIDOR OF THE DOWNTOWN SPECIFIC PLAN AREA.**

Councilmembers Bartee recused himself from participating in this discussion because he owns property in the area; Councilmember Gomes recused herself from participating in this matter because her personal residence is within the sphere of influence. They left the dais at 7:47 p.m.

Staff is seeking authorization to prepare an interim ordinance for temporary conditional use regulations for the Downtown Georgia Street corridor. Certain specified conditional uses would be permitted to establish occupancy on the ground floor during an initial three (3) year period, and once established, would be allowed to continue for an additional three (3) year period before the



ordinance would sunset and the Downtown Plan regulations would become fully effective once again. The draft Ordinance will be forwarded to the Planning Commission for their consideration and recommendation to the City Council within the next 60 days.

Mayor Intintoli asked if this matter would need to go before the Planning Commission. Mr. Dolan replied yes.

Don Hazen, Planning Manager, presented background information using a power point presentation. He stated that a number of meetings were held between various groups with downtown interest, Economic Development staff and Planning staff. He summarized the two proposals presented to staff: business owners felt the City should relax the regulations for a period of three years to allow the non-retail users to occupy the ground floor and at the end of the three years, they would be grandfathered in. The other proposal is to allow the three-year window of opportunity and at the end of the three years they would not be grandfathered in. The premises would have to be vacated.

Mr. Hazen stated that Staff's recommendation is that the owners with specific non-retail uses be given a three-year window of opportunity to occupy and when that time period has ended, they would be granted an additional three years to conduct their business. Mr. Hazen stated that staff believes the uses could generate pedestrian activity. The resolution of intention would require a minor use permit, which is an administrative action that provides notice to the surrounding businesses and allows staff to impose conditions. He further stated that the City Attorney has recommended that the City enter into a recorded agreement between the City, the business owner and the tenant acknowledging that there are certain time frames in which this lease would be allowed to operate and then revert back.

Speakers: David Fischer, 312 Georgia Street, owner of property on Georgia Street, compared the cost of having a business on Tennessee Street versus Georgia Street stressing that the cost for the downtown is too expensive. He stated that the grandfather clause is needed.

Daisy Villanueva, owner of 419 Georgia Street, spoke in support of the grandfather clause.

Judy Schilling, 410 El Dorado Street, Chairman of the Downtown Retail Corridor Task Force, stated that in response to a survey conducted by the Task Force, 18 of 26 property owners supported the task force plan of three years for the non-conforming uses and at the end of three years would be grandfathered in. If the tenant moved, the use would revert back to retail corridor. She stated that a minor use permit costs approximately \$800 for the Georgia Street corridor and asked that lowering this be considered.

Joanne Schivley asked that the three plus three that has been offered and the grandfather clause be considered, plus the second third year be extended to the completion of Phase II of the Downtown Project or the three years which ever comes later. Consider the people who have put their money into the City.

Chris Austin, Triad Communities, 1095 Hiddenbrooke Parkway, stated that Triad supports relief for property owners; they support staff's proposal.

Vice Mayor Cloutier stated that he believes the property owners are entitled to some

type of interim relief. However the City is trying to achieve a retail corridor on Georgia Street that would serve the needs of the people. We need to be cautious about grandfathering in businesses because we don't know what kind of businesses will be coming into that retail corridor if we grant this relief. He questioned the issue and cost of the minor use permit.

Mr. Hazen replied that it was the City Attorney's opinion that the use permit is needed as a mechanism of tying the uses to a temporary basis to avoid potential litigation by a tenant who would say they had vested rights to occupy the building. Council has the authority to stipulate that the fee be adjusted, waived, etc.

Mr. Dolan stated that another option that can be considered is an administrative process that doesn't involve public notification and has a lower fee; however, it may not meet the needs that the City Attorney expressed.

Vice Mayor Cloutier agreed that the use permit option should be reviewed, stating that the fee we are talking about is definitely prohibitive. He went on to say that he would be inclined to grant a three-year period, possibly four.

Councilmember Pearsall stated that the temporary uses (administrative offices) need to be more detailed. He stressed that retail is needed on the ground floor and language needs to be added that states all other uses are prohibited on the ground floor other than what we decide on. Although he is not in favor of a six-year lease in the area we are trying to revitalize, he realizes that we need to provide some leeway for the people who have spent money in the downtown.

Councilmember Sunga stated that this issue has to be studied further. He does not believe this is good for downtown business owners. He is not prepared to vote on this tonight.

Mayor Intintoli stated that he has very serious concerns about restricting people who are on leases to such a short period.

Mr. Dolan explained that if the business is operating now, they are grandfathered under the current rules and will continue to be. This proposal will not affect them.

Councilmember Davis stated that he is in favor of three years plus three years and then grandfathered until there is a change in that particular business at which time it will revert to retail.

Mr. Soley suggested referring the subject of a temporary use regulation to the Planning Commission for a recommendation to Council and perhaps in the process develop something that comes closer to what would be acceptable to a majority of the Council.

City Manager Tanner suggested that the Council take no action and refer this matter back to staff for further review.

The matter was referred to staff. Councilmembers Bartee and Comes returned to the Dais at 8:35 p.m.

**F. COMMUNITY DEVELOPMENT DEPARTMENT REORGANIZATION UPDATE**



Agenda No.

ADMIN *LF***COUNCIL COMMUNICATION**

Date: February 13, 2007

**TO:** Honorable Mayor and Members of the City Council**FROM:** Craig Whittom, Assistant City Manager/Community Development *W*  
Brian Dolan, Development Services Director *BD*  
Don Hazen, Planning Manager *DH*

**SUBJECT:** Consideration of a Resolution of Intention to adopt an interim ordinance allowing temporary conditional use regulations within the Georgia Street Corridor of the Downtown Vallejo Specific Plan area. The temporary use regulations would permit certain non-retail uses which are otherwise prohibited on the ground floor, to establish occupancy on the ground floor during an initial three (3) year period, and once established, the uses would be allowed to continue for an additional three (3) year period before the ordinance would sunset and the Downtown Plan regulations would become fully effective once again.

**BACKGROUND AND DISCUSSION:**

Approximately two months ago, staff was approached by the various Downtown business interests to consider allowing certain non-retail uses to occupy ground floor space along the Georgia Street Corridor. It was recognized that the Specific Plan prohibited such uses on the ground floor, but the groups indicated that it was becoming a financial hardship not being able to lease vacant ground floor space in strict accordance with the Specific Plan regulations.

Planning and Economic Development staff met with the various groups and received two separate proposals:

- 1) Allow non-retail tenants to lease ground floor space during a three-year window of opportunity and the tenants would then be "grandfathered" in after the three-year period ended (Downtown Groups)
- 2) Allow non-retail tenants to lease ground floor space during a three-year period and not be "grandfathered" at the end of the three-year period, with possible one year extensions granted by staff in the case of hardships (Triad)

Staff studied the two proposals in terms of consistency with the General Plan and underlying goals and vision of the Specific Plan, and developed a third alternative which we are recommending.

- 3) Adopt an interim ordinance allowing non-retail uses to occupy ground floor space

during a specified three-year period beginning with the date of final Ordinance adoption. Those uses established during that three-year period would then be able to continue operating for an additional three-year period. At the end of that period, the ordinance would sunset, those non-retail uses would be required to cease and the Specific Plan use regulations would then become fully effective once again. Note: all legal pre-existing uses established prior to the adoption of the Specific Plan would continue to have legal non-conforming status and would not be affected by this regulation.

On January 16, 2007, staff presented their recommendation to the various groups and there was broad support for it, provided the City reevaluate the retail market at the end of the six year period to determine if a time extension of those temporary use regulations is warranted. In addition, it was suggested that the groups meet with staff on a semi-annual or quarterly basis to jointly discuss the effectiveness of the implementation of the Downtown Specific Plan. The group concurred and views the Specific Plan as a dynamic document that must be regularly monitored.

The recommended temporary use regulations would permit the following uses, subject to certain conditions, to occupy the ground floor with a Minor Use Permit:

- Administrative and Professional Offices
- Business Support Services
- Communication Services
- Financial Insurance and Real Estate Offices
- Medical Offices
- Medical Services
- Participant Sports and Recreation

The Minor Use Permit is an administrative permit issued after notification to property owners within 500 feet of the subject site is given, and a determination that the required findings for approval can be made. Upon the advice of the City Attorney, the uses would be permitted subject to the recordation of a zoning agreement signed by the building owner and tenant, acknowledging the time limits being placed on the use. The agreement would record against the property, and the responsibility and any legal costs incurred for eviction would be borne by the property owner.

The proposed Interim Ordinance allowing temporary use regulations is consistent with the Downtown Vallejo Specific Plan goals and policies which include encouraging an active pedestrian corridor and identifying measures intended to implement the Plan's goals and policies. Two measures already identified in the Downtown Specific Plan which will assist in implementing Goal 4.2 and Policy 4.2.2 include "Identifying appropriate interim uses in retail spaces until such time as there is a market for retail uses, and prohibiting "boarded up" storefronts even during transition periods" and also, "Encouraging flexibility in land use regulations to promote as much development and redevelopment with a mix of uses, by not having separated land uses identified on a land use map" (DVSP p. 4.3).

**FISCAL IMPACT**

If adopted, the interim land use regulations will help reduce the vacancy rate of ground floor retail space which will help maintain property values, and there will likely be economic benefits to the City in the form of additional sales tax.

**RECOMMENDATION**

Staff recommends that the City Council approve a Resolution of Intent to adopt an interim ordinance allowing temporary use regulations for the Georgia Street Corridor, as summarized above, making the findings contained in the resolution, and authorizing staff to prepare said interim Ordinance for action following review by the Planning Commission.

**ALTERNATIVES CONSIDERED**

Staff considered the alternatives proposed by the various downtown business groups, as well as the proposal offered by Triad Development. Staff's primary concern with those proposals was that it would require the City to monitor the "tenants" as opposed to the "use"; and staff was not supportive of permanent "grandfathering" of non-retail tenants, because the number of those tenants which could occur during a three-year period is unknown and could have a detrimental impact on achieving the ultimate objectives of the Downtown Specific Plan for retail pedestrian-oriented uses. As noted, the staff recommendation is the preferred option and has received broad support from the various groups.

**ENVIRONMENTAL REVIEW**

This resolution of intention is a precursor to the possible adoption of an interim ordinance at a future time, and therefore this resolution is an action which may not cause either a direct physical change in the environment or a reasonable foreseeable indirect physical change in the environment. It is therefore not a 'project' within the meaning of CEQA guidelines 21065.

In the future, were the City Council inclined to adopt the Interim Ordinance, the adoption of temporary use regulations would not have a significant impact on the environment. The temporary use regulations would not establish nor authorize any new uses or construction that was not previously envisioned by the Downtown Specific Plan Environmental Impact Report, and each new application will require a separate environmental review as a condition of granting a Minor Use Permit. The uses are already permitted on the upper floors.

**PROPOSED ACTION**

Approve a Resolution of Intention with the findings contained therein, to adopt an Interim Ordinance allowing temporary conditional use regulations for certain specified uses within the Georgia Street Corridor of the Downtown Specific Plan area to establish occupancy on the ground floor during an initial three (3) year period; and once established, the uses would be allowed to continue for an additional three (3) year period before the ordinance would sunset and the Downtown Plan regulations would become fully effective once again.

**DOCUMENTS ATTACHED**

Exhibit 1. Resolution of Intention approving temporary conditional use regulations.

**CONTACT:**

Don Hazen, Planning Manager  
(707) 649-5458 or [dhazen@ci.vallejo.ca.us](mailto:dhazen@ci.vallejo.ca.us)

K:/citywide/public/ai/pl/costco-appeal(ccstaffreport)ll

**INTERIM LAND USE REGULATIONS, GEORGIA STREET CORRIDOR  
(GROUND FLOOR)**

<u>Land Use Types</u>	<u>Land Use Permit Required</u>
Administrative & Professional Services	MNUP
Business Support Services	MNUP
Communication Services	MNUP
Financial Insurance and Real Estate Services	MNUP
Medical Offices	MNUP
Medical Services	MNUP
Participant Sports and Recreation, Indoor (e.g. Fitness clubs, yoga, martial art studios, dance, etc.)	MNUP

Note: MNUP is a Minor Conditional Use Permit to be processed in accordance with Vallejo Municipal Code Chapter 16.82. Any exterior building modifications associated with the new use may also be subject to obtaining other applicable land use permits. The effective date of the above regulations shall be in accordance with the terms established under Ordinance No. \_\_\_\_\_. As a condition of approval, all uses established under the interim land use regulations shall be for a term not to exceed the sunset date of Ordinance No. \_\_\_\_\_ and shall be subject to recordation of a land use agreement signed by the property owner, City, and tenant acknowledging said restrictions on the use.



ADMIN A

Agenda Item No.

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**COUNCIL COMMUNICATION**

Date: April 3, 2007

TO: Honorable Mayor and Members of the City Council

FROM: Robert V. Stout, Finance Director

**SUBJECT: CONSIDERATION OF RESOLUTIONS APPROVING CONSULTANT AND PROFESSIONAL SERVICES AGREEMENTS WITH 1) EVANS McDONOUGH COMPANY FOR POLLING SERVICES AND 2) THE LEW EDWARDS GROUP FOR ELECTION ADVISORY SERVICES.**

**BACKGROUND & DISCUSSION**

The purpose of this staff report is recommend to the City Council that the City engage consultants that provide election advisory services and conduct public opinion surveys to assist staff in evaluating the feasibility of various revenue raising ballot measures.

Staff proposes to engage the services of Evans McDonough Company to conduct public opinion surveys to determine the feasibility of various ballot measures to raise and secure additional revenues for addressing the City's operating needs. The consultant's scope of work includes the development and administration of two public opinion surveys, data analysis, and presentation of findings to the City with the objective of determining voter tolerance of various measures. Depending on the responses to the surveys it is possible that a third public opinion survey may need to be conducted, and the contract allows for the third poll should it be necessary.

In addition, staff proposes to engage the services of The Lew Edwards Group to provide election consultant advisory services. The consultant's scope of work includes prioritizing alternative measures, overseeing the design of the polling questionnaires, determining the most effective ballot language for such measures, identifying the likelihood of passage of such measures, and recommending specific ballot measures to the City Council.

Potential ballot measures could address issues such as creation of an assessment district, parcel tax, public safety tax, general sales tax, and/or the reauthorization of a modernized Utilities User Tax (UUT), or other revenue raising measures. In addition, it could include a fire assessment district ballot this summer.

In order to place any measure on the November 2007 ballot, the City Council would need to take additional actions in the future, including the adoption of a resolution of





consolidation and other resolutions regarding the preparation of ballot language and ballot arguments. These actions would need to be taken by mid-July 2007 to meet the deadlines set by the Solano County Registrar of Voters.

### **FISCAL IMPACT**

The Evans McDonough Company polling services are estimated to cost up to \$46,400 to conduct two public opinion survey polls, with the cost to conduct a third survey not to exceed \$20,000. The Lew Edwards Group election consultant advisory services are estimated to cost \$47,000.

The budget appropriation for these costs was previously approved by the City Council on March 13, 2007, as part of the mid-year report. No additional budget appropriation is needed at this time as a result of approval of the proposed resolutions.

When the polling and data analysis has been completed staff will bring the results back to Council for further consideration and actions, which could include request of additional budget appropriations, at that time.

### **RECOMMENDATION**

Staff proposes that Council adopt the attached resolutions authorizing the City Manager to execute professional services agreements with the Evans McDonough Company, and the Lew Edwards Group for election advisory services.

### **PROPOSED ACTION**

Staff proposes that the Council:

1. Adopt a Resolution approving the Consultant and Professional Services Agreement with Evans McDonough Company for conducting public opinion surveys to determine the feasibility of various ballot measures, and authorize the City Manager to execute the agreement on behalf of the City.
2. Adopt a Resolution approving the Consultant and Professional Services Agreement with The Lew Edwards Group for election advisory services, and authorize the City Manager to execute the agreement on behalf of the City.



## **ENVIRONMENTAL REVIEW**

This program is not a project as defined by the California Environmental Quality Act (CEQA) pursuant to section 15378 (b)(3) of Title 14 of the California Code of Regulations and is not subject to CEQA review.

## **DOCUMENTS ATTACHED**

1. A Resolution approving the Consultant and Professional Services Agreement with Evans McDonough Company for conducting public opinion surveys to determine the feasibility of various ballot measures, and authorize the City Manager to execute the agreement on behalf of the City.
2. A Resolution approving the Consultant and Professional Services Agreement with The Lew Edwards Group for election advisory services, and authorize the City Manager to execute the agreement on behalf of the City.
3. Consultant and Professional Services Agreement between the City of Vallejo and Evans McDonough Company, Inc.
4. Consultant and Professional Services Agreement between the City of Vallejo and The Lew Edwards Group.

### **PREPARED BY:**

Jon R. Oiler, Auditor Controller

(707) 648-4593

### **CONTACT:**

Robert V. Stout, Finance Director

(707) 648-4592

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALLEJO APPROVING THE CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT WITH EVANS MCDONOUGH COMPANY FOR CONDUCTING PUBLIC OPINION SURVEYS TO DETERMINE THE FEASIBILITY OF VARIOUS BALLOT MEASURES, AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY.**

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

**WHEREAS**, the City has a need for election advisory services, including conducting public opinion surveys to determine the feasibility of various ballot measures, and assistance in the area of placing revenue measures on the ballot; and

**WHEREAS**, staff finds that Evans McDonough Company has both the expertise and the capacity to conduct such public opinion survey at a competitive price; and

**WHEREAS**, the Evans McDonough Company is specially trained and experienced and competent to perform such services and render such advice to City; and

**WHEREAS**, staff has been advised that polling services are estimated to cost up to \$46,400 to conduct two public opinion survey polls, and that it may be necessary to conduct a third public opinion survey at a cost not to exceed \$20,000; and

**WHEREAS**, the City has budget appropriations available in the General Fund non-departmental in the amount of \$200,000; and

**WHEREAS**, the City Council has considered the report and recommendations of the City Manager on the proposed agreement and has determined that the acceptance of the agreement is in the best interest of the City of Vallejo and the agreement is both fair and appropriate.

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

- Section 1. The Consultant and Professional Services Agreement with Evans McDonough Company, Inc. is hereby approved.
- Section 2. The City Manager is hereby authorized to execute said Agreement on behalf of the City of Vallejo.

- Section 3. The City Manager is further authorized to execute an Amendment, in an amount not to exceed \$20,000, to said Agreement, if he determines that the conducting of a third public opinion survey is necessary and beneficial to the City regarding the feasibility of various ballot measures.
- Section 4. The Vallejo City Council authorizes the Finance Director to pay all claims for this agreement out of the appropriate account(s).

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALLEJO APPROVING THE CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT WITH THE LEW EDWARDS GROUP FOR ELECTION ADVISORY SERVICES, AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY.**

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

**WHEREAS**, the City has a need for election advisory services and assistance in the area of placing revenue measures on the ballot; and

**WHEREAS**, Consultant is specially trained and experienced and competent to perform such services and render such advice to City at a competitive price; and

**WHEREAS**, the City has budget appropriations available in the General Fund non-departmental in the amount of \$200,000; and

**WHEREAS**, the City Council has considered the report and recommendations of the City Manager on the proposed agreement and has determined that the acceptance of the agreement is in the best interest of the City of Vallejo and the agreement is both fair and appropriate.

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

- Section 1. The Consultant and Professional Services Agreement with The Lew Edwards Group is hereby approved.
- Section 2. The City Manager for the City of Vallejo is hereby authorized to execute said Agreement on behalf of the City of Vallejo.
- Section 3. The Vallejo City Council authorizes the Finance Director to pay all claims for this agreement out of the appropriate account(s).

CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT

This Consultant Services Agreement ("Agreement") is made at Vallejo, California, dated for reference this 3rd day of April, 2007, by and between the City of Vallejo, a municipal corporation ("City"), and Evans McDonough Company, Inc., a Washington corporation, 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, hold harmless, and defend City, its officers, officials, directors, employees, agents, volunteers and affiliates 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 Consultant's or subcontractor's tort negligence including active or passive, or strict negligence, including but not limited to personal injury including, but not limited to bodily injury, emotional injury, sickness or disease, or death to persons and/or damage to property of anyone, including loss of use thereof, caused or alleged to be caused by any act or omission of Consultant, or any subcontractor, or anyone directly or indirectly employed by any of them or anyone for the full period of time allowed by the law, regardless to any limitation by insurance, with the exception of the sole negligence or willful misconduct of the City.

The provisions of this section shall survive the expiration or termination of this Agreement.

5. **Insurance Requirements.** Consultant agrees to comply with all of the Insurance Requirements set forth in Exhibit C, entitled "Insurance Requirements for Consultant." 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 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 site conditions, as well as all areas appurtenant to the site, existing facilities, seismic, geologic, soils, hydrologic, geographic, climatic conditions, applicable federal, state, and local laws and regulations, and all other contingencies or design considerations.

Data, calculations, opinions, reports, investigations, and other similar information provided by City relating to site, local, or other conditions is not warranted or guaranteed, either expressly or implied, by City.

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 shall prepare plans, specifications, reports, and/or other work products in such a way that amendments or change orders to the agreement between City and its construction contractor will not be necessary, except for unforeseeable circumstances. As used herein, "unforeseeable circumstances" shall mean facts or inferences from those facts that could not be ascertained by a combination of reasonable site inspection during the preparation of the plans and specifications by Consultant and the reasonable application to such inspection of expertise consistent with the level of care and skill ordinarily exercised under similar conditions by a members of Consultant's profession currently practicing in California.

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. Time for Performance.**

Consultant will complete all services by October 31, 2007.

**13. Force Majeure.** Neither party shall be considered in default of this Agreement to the extent performances are prevented or delayed by any cause,



present or future, by circumstances beyond either party's reasonable control, such as war, riots, strikes, lockouts, work slow down 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.

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

**15. 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.

Consultant is aware of the requirements of the Immigration Reform and Control Act of 1986 and shall comply with those requirements, including, but not limited to, verifying the eligibility for employment of all of Consultant's officers, employees, agents and subcontractors that are included in 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.

Consultant agrees to defend, indemnify and hold harmless, pursuant to the indemnification provisions of this Agreement, the City for any obligation, claim, losses, costs, fees, liabilities, suit or demand for tax, retirement contribution including any contribution to the Public Employees Retirement System (PERS), social security, salary or wages, overtime payment, or workers' compensation payment which the City may be required to make on behalf of Consultant or any employee of Consultant, or any employee of Consultant construed to be an employee of the City, for work done under this Agreement. This is a continuing obligation that survives the completion of the services, expiration or termination of this Agreement.

**16. Consultant Not Agent.** Except as City may authorize in writing, 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.

**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.

**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 City in each instance. Any attempted or purported assignment of any right, duty or obligation under this Agreement without City's 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.

(c) To the fullest extent permitted by law, without limitation by the insurance provisions of this Agreement, and in addition to Consultant's obligations under section 4 of this Agreement, the Consultant shall also indemnify, defend and hold harmless the City, pursuant to the indemnification provisions of this Agreement, from and against all liability (including without limitation all claims, damages, penalties, fines, and judgments, associated investigation and administrative expenses, and defense costs, including but not limited to reasonable attorneys' fees, court costs, and costs of alternative dispute resolution) resulting from any claim of discrimination or harassment, including but not limited to sexual harassment, arising from the conduct of the Consultant or any of the Consultant's officers, employees, agents, licensees, or subcontractors. In the event of a discrimination or harassment complaint against any employee, agent, licensee or subcontractors of the Consultant or its subcontractors, the Consultant shall take immediate and appropriate action in response to such complaint, including, but not limited to termination or appropriate discipline of any responsible employee, agent, licensee or subcontractors. The provisions of this section survive completion of the services or termination of this Agreement.

**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:

Robert V. Stout  
Finance Director  
Finance Department  
555 Santa Clara Street  
Vallejo, CA 94590

If to Consultant:

Mark Jaskowiak  
Bookkeeper  
Evans/McDonough Company  
315 First Ave S, Ste 400  
Seattle, WA 98104

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. 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, Finance Department 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 two or more counterparts, which shall, in the aggregate, be signed by all the parties; each counterpart shall be deemed an original of this Agreement as against a Party who has signed it.

**36. 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.

**37. 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.

(SIGNATURES ARE ON THE FOLLOWING PAGE)

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

EVANS MCDONOUGH COMPANY,  
INC.,  
a Washington corporation

CITY OF VALLEJO,  
a municipal corporation

By: \_\_\_\_\_  
Ruth Bernstein  
Secretary

By: \_\_\_\_\_  
Joseph M. Tanner  
City Manager

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

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

\_\_\_\_\_  
Vallejo Business License No.

ATTEST:

By: \_\_\_\_\_  
Mary Ellsworth, Acting City Clerk

(City Seal)

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Robert V. Stout  
Finance Director

APPROVED AS TO INSURANCE  
REQUIREMENTS:

\_\_\_\_\_  
William R. Venski  
Risk Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
Frederick G. Soley  
City Attorney



## EXHIBIT A

### SCOPE OF WORK

#### 1. **Representatives.**

The City Representative for this Agreement is:

Robert V. Stout  
Finance Director  
Finance Department  
555 Santa Clara Street  
Vallejo, CA 94590

Telephone: 707-648-4592  
Facsimile: 707-649-5406

The Consultant's Representative for this Agreement is:

Ruth Bernstein  
Principal  
Evans/McDonough Company  
436 14<sup>th</sup> Street, Ste 820  
Oakland, CA 94612

Telephone: 510-844-0680 ext 312  
Facsimile: 510-844-0690

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.**

##### Baseline Survey

EMC will conduct a citywide baseline telephone survey to gain an in-depth understanding of the attitudes and opinions of Vallejo voters.

The baseline survey would be extensive and broad, designed to gather a variety of information on the current state of mind of the Vallejo electorate. The survey would yield measurements of:

- Voters' general optimism or pessimism;
- Voters' opinions of the City;
- Voters' opinions of key interest groups/organizations;
- Voters' general attitudes toward taxes and revenue measures – and specifically towards a fire assessment measure;
- Voters' level of understanding of Vallejo's budget challenges; and,
- Key demographic information.

At the conclusion of the baseline survey, the City would have a detailed, in-depth understanding of Vallejo voters, which will help inform future strategic decisions. The baseline survey will let you know where you stand today in the minds of the voters.

### Project Detail

This survey will include a final sample size of 600 registered voters in the City of Vallejo. A sample of this size will yield an overall margin of error of +/- 4.0% at the 95% confidence interval. This sample size will also provide an opportunity to analyze geographic and demographic sub-populations within the City. We anticipate an average interview length of 15 minutes.

Specifically, EMC will:

- Work with the City and it's consultants to design a survey methodology;
- Work with the City and it's consultants to design and prepare a survey instrument (questionnaire);
- Pretest the questionnaire for clarity of questions, and revise the questionnaire as necessary;
- Draw a random sample of voters or property owners (depending on survey objectives);
- Collect survey data by conducting interviews by telephone from a central telephone bank, supervised by an on-duty supervisor;
- Code open-ended responses, if any, for computer analysis;
- Perform in-depth analysis of the data;
- Tabulate survey results and design and generate cross-tabulations and other statistical tables as needed;
- Prepare a full report of the findings, a visual presentation including graphs and tables, a summary of results and key findings, and strategic analysis;
- Meet with City representatives, Boards, and committees as needed to review the results and discuss the applications of findings to future strategy decisions.

## Telephone Survey

EMC will conduct a citywide telephone survey to gain an in-depth understanding of the attitudes and opinions of Vallejo voters regarding a proposed revenue measure.

This follow-up survey will be specifically geared toward gathering information about a specific revenue measure or measures. This survey would yield measurements of:

- Any changes in voters' attitudes and opinions from the baseline survey;
- Voters' initial reactions to a specific revenue measure(s) (such as a Utility User Tax renewal)
- Voters' reactions to additional information about the measure(s); and
- Key demographic information.

The survey would each be designed to assist with developing the ballot language and the identifying recommended public information.

The exact design of the follow-up surveys would depend on the exact revenue measures being considered. For example, in the case of a property assessment, we would propose surveying only property owners, excluding renters, and focus the majority of the questionnaire on the language of the assessment measure, its components, and statements about it. In the case of a sales tax measure or UUT, we would propose surveying likely voters, with voter likelihood driven by which specific election is being targeted.

## Project Detail

This survey will include a final sample size of 400 likely voters in the City of Vallejo. We anticipate an average interview length of 15 minutes.

Specifically, EMC will:

- Work with the City and it's consultants to design a survey methodology;
- Work with the City and it's consultants to design and prepare a survey instrument (questionnaire);
- Pretest the questionnaire for clarity of questions, and revise the questionnaire as necessary;
- Draw a random sample of voters or property owners (depending on survey objectives);
- Collect survey data by conducting interviews by telephone from a central telephone bank, supervised by an on-duty supervisor;
- Code open-ended responses, if any, for computer analysis;
- Perform in-depth analysis of the data;
- Tabulate survey results and design and generate cross-tabulations and

other statistical tables as needed;

- Prepare a full report of the findings, a visual presentation including graphs and tables, a summary of results and key findings, and strategic analysis;
- Meet with City representatives, Boards, and committees as needed to review the results and discuss the applications of findings to future strategy decisions.

### **3. Term.**

The term of this Agreement shall commence on the date of complete execution of this Agreement and shall continue in full force and effect until October 31, 2007.

**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.

Ruth Bernstein  
Alex Evans  
Tom Patras  
Shani McElroy  
Rebecca Graff  
Avi Zevin

**EXHIBIT B**  
**COMPENSATION**

**1. Consultant's Compensation.**

A. Services: City agrees to pay Consultant for those services set forth in Exhibit A of this Agreement and for all authorized reimbursable expenses, for a total not to exceed Forty-Six Thousand and Four Hundred Dollars and no/100 (\$46,400.00).

Baseline Survey Cost

All proposed costs assume the stated types of research, number of interviews, length of interviews, and stated interview population. If any of these factors were to change, the price would be adjusted accordingly.

Baseline Survey

600 interviews, 15 minutes \$26,000.00

These costs represent the beginning to end costs to conduct the research, and include a reasonable level of strategic consultation and advice related to the research data. The only costs not included are any travel, shipping, or printing expenses, which will be billed separately. These costs will be kept to a minimum and no cost of more than \$200.00 will be incurred without prior approval from the City.

Telephone Survey Cost

All proposed costs assume the stated types of research, number of interviews, length of interviews, and stated interview population. If any of these factors were to change, the price would be adjusted accordingly.

Telephone Survey

400 interviews, 15 minutes \$20,000.00

These costs represent the beginning to end costs to conduct the research, and include a reasonable level of strategic consultation and advice related to the research data. The only costs not included are any travel, shipping, or printing expenses, which will be billed separately. These costs will be kept to a minimum and no cost of more than \$200.00 will be incurred without prior approval from the City.

City agrees to pay Consultant for the services to be provided upon satisfactory completion of the services and pursuant to the following

schedule:

- a. \$13,000.00 at the beginning of survey drafting process for the Baseline Survey.
- b. \$13,000.00 upon delivery of results of Baseline Survey
- c. \$10,000.00 upon beginning of survey drafting process for Telephone Survey
- d. \$10,000.00 (plus reimbursable expenses, if any) at delivery of results for the Telephone Survey.

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 not exceed Four Hundred Dollars and no/1000 (\$400.00).

## **2. Payments to Consultant.**

A. Payments to Consultant shall be made within a reasonable time after receipt of Consultant's invoice, said payments to be made in proportion to services performed. Consultant may request payment on a monthly basis. Consultant shall be responsible for the cost of supplying all documentation necessary to verify the monthly billings to the satisfaction of 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:

Robert V. Stout  
Finance Director  
Finance Department  
555 Santa Clara Street  
Vallejo, CA 94590

**3. Accounting Records of Consultant.**

Consultant shall maintain for three (3) years after completion of all services hereunder, all records under this Agreement, including, but not limited to, records of Consultant's direct 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.

**4. Taxes.**

Consultant shall pay, when and as due, any and all taxes incurred as a result of Consultant's compensation hereunder, including estimated taxes, and shall provide 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.

- 5. Taxpayer Identification Number.** Consultant shall provide City with Consultant's complete Request for Taxpayer Identification Number and Certification, Form W-9, as issued by the Internal Revenue Service, 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.

#### A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

#### B. Minimum Limits of Insurance

Consultant shall maintain limits no less than:

1. General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation and Employer's Liability: \$1,000,000 per accident for bodily injury or disease. If Consultant is not subject to California Workers' Compensation requirements, Consultant shall file



a completed certificate of exemption form which may be obtained from the City prior to commencing any activity authorized hereunder.

4. Professional Liability (Errors and Omission): \$1,000,000 combined single limit per occurrence, and annual aggregate.

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

Any deductibles or self-insured retention must be declared to and approved by the City. At the option of the City, either: the insurer shall 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.

**D. Other Insurance Provisions**

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

1. 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.
2. 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.
3. 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.
4. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to

state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to 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.

**E. Acceptability of Insurers**

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

**F. Verification of Coverage**

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

**G. 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.

**H. 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.

**CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT**

This Consultant Services Agreement ("Agreement") is made at Vallejo, California, dated for reference this 3<sup>rd</sup> day of April 2007, by and between the City of Vallejo, a municipal corporation ("City"), and The Lew Edwards Group, a California corporation, 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." The parties expressly agree that legal advice is not within Consultant's scope of work and that the City Attorney or other designated legal counsel will be the final authority on all legal matters and determinations arising out of performance of this Agreement.

**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, hold harmless, and defend City, its officers, officials, directors, employees, agents, volunteers and affiliates 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 Consultant's or subcontractor's tort negligence including active or passive, or strict negligence, including but not limited to personal injury including, but not limited to bodily injury, emotional injury, sickness or disease, or death to persons and/or damage to property of anyone, including loss of use thereof, caused or alleged to be caused by any act or omission of Consultant, or any subcontractor, or anyone directly or indirectly employed by any of them or anyone for the full period of time allowed by the law, regardless to any limitation by insurance, with the exception of the sole negligence or willful misconduct of the City.

The provisions of this section shall survive the expiration or termination of this Agreement.

**5. Insurance Requirements.** Consultant agrees to comply with all of the Insurance Requirements set forth in Exhibit C, entitled "Insurance Requirements for Consultant." 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 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 shall prepare plans, reports, and/or other work products in such a way that additional costs will not be incurred, beyond a project budget approved or amended by City.

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. Time for Performance.**

Consultant will complete all services by October 31, 2007.

**13. Force Majeure.** Neither party shall be considered in default of this Agreement to the extent performances are prevented or delayed by any cause, present or future, by circumstances beyond either party's reasonable control, such as war, riots, strikes, lockouts, work slow down 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.

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

**15. 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.

Consultant is aware of the requirements of the Immigration Reform and Control Act of 1986 and shall comply with those requirements, including, but not limited to, verifying the eligibility for employment of all of Consultant's officers, employees, agents and subcontractors that are included in 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.

Consultant agrees to defend, indemnify and hold harmless, pursuant to the indemnification provisions of this Agreement, the City for any obligation, claim, losses, costs, fees, liabilities, suit or demand for tax, retirement contribution including any contribution to the Public Employees Retirement System (PERS), social security, salary or wages, overtime payment, or workers' compensation payment which the City may be required to make on behalf of Consultant or any employee of Consultant, or any employee of Consultant construed to be an employee of the City, for work done under this Agreement. This is a continuing obligation that survives the completion of the services, expiration or termination of this Agreement.

**16. Consultant Not Agent.** Except as City may authorize in writing, 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.

**17. Termination or Abandonment by City.** The City has the right, at any time and in its sole discretion, to terminate or abandon any portion or all of the services to be provided under this Agreement by giving thirty (30) days 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 may also immediately terminate this Agreement at any time, upon notice to Consultant, for good cause. For the purposes of the Agreement, good cause shall be defined as Consultant's failure to perform its services as specified in Exhibit A or a breach by Consultant of the provisions of this Agreement. The parties may also mutually agree to terminate at any time.

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.

**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 City in each instance. Any attempted or purported assignment of any right, duty or obligation under this Agreement without City's 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.

(c) To the fullest extent permitted by law, without limitation by the insurance provisions of this Agreement, and in addition to Consultant's obligations under section 4 of this Agreement, the Consultant shall also indemnify, defend and hold harmless the City, pursuant to the indemnification provisions of this Agreement, from and against all liability (including without limitation all claims, damages, penalties, fines, and judgments, associated investigation and administrative expenses, and defense costs, including but not limited to reasonable attorneys' fees, court costs, and costs of alternative dispute resolution) resulting from any claim of discrimination or harassment, including but not limited to sexual harassment, arising from the conduct of the Consultant or any of the Consultant's officers, employees, agents, licensees, or subcontractors. In the event of a discrimination or harassment complaint against any employee, agent, licensee or subcontractors of the Consultant or its subcontractors, the Consultant shall take immediate and appropriate action in response to such complaint, including, but not limited to termination or appropriate discipline of any responsible employee, agent, licensee or subcontractors. The provisions of this section survive completion of the services or termination of this Agreement.

**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:

Robert V. Stout  
Finance Director  
Finance Department  
555 Santa Clara Street  
Vallejo, CA 94590

If to Consultant:

Lloyd A. Edwards  
Managing Partner  
The Lew Edwards Group  
5454 Broadway  
Oakland, CA 94618

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. 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, Finance Department 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 to be disclosed by the California Public Records Act or other law.

Consultant shall treat all records and work product prepared or maintained by Consultant in the performance of this Agreement as confidential. The parties expressly acknowledge that City Information shall not include any information that is or becomes publicly known through no wrongful act of the Consultant.

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 two or more counterparts, which shall, in the aggregate, be signed by all the parties; each counterpart shall be deemed an original of this Agreement as against a Party who has signed it.

**36. 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.

**37. 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.

Exhibit D, entitled "Performance Schedule," including any attachments.

(SIGNATURES ARE ON THE FOLLOWING PAGE)

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

THE LEW EDWARDS GROUP  
A California corporation

CITY OF VALLEJO,  
A municipal corporation

By: \_\_\_\_\_  
Lloyd A. Edwards  
Vice President/Secretary-Treasurer

By: \_\_\_\_\_  
Joseph M. Tanner  
City Manager

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

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

\_\_\_\_\_  
Vallejo Business License No.

ATTEST:

By: \_\_\_\_\_  
Mary Ellsworth, Acting City Clerk

(City Seal)

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Robert V. Stout  
Finance Director

APPROVED AS TO INSURANCE REQUIREMENTS:

\_\_\_\_\_  
William R. Venski  
Risk Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
Frederick G. Soley  
City Attorney

## EXHIBIT A

### SCOPE OF WORK

#### 1. Representatives.

The City Representative for this Agreement is:

Robert V. Stout  
Finance Director  
555 Santa Clara Street  
Vallejo, CA 94590

Telephone: 707-648-4593  
Facsimile: 707-648-5406

The Consultant's Representatives for this Agreement are:

Catherine Lew, Esq., President & CEO and/or Jessica Reynolds, Senior Vice President

The Lew Edwards Group  
5454 Broadway  
Oakland, CA 94618

Telephone: 510-594-0224  
Facsimile: 510-420-0734

All routine administrative and project-based 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's Representatives and City's Representative.

#### 2. Services to be Provided.

- (a) Strategic advice and planning, to prepare and position the City of Vallejo during the 2007 project period (through October 31, 2007) on its election preparation effort consistent with a planning timetable to be continuously updated and approved by the City;
- (b) Working with the City and its pollster to facilitate the poll design, including identification of key issues, themes, risks and opportunities to be evaluated; assessment of the results and the viability of any future measure(s), and refinement of a project timetable, budget, and communications plan moving forward to assess the viability of 2007 finance measure(s).

- (c) Developing a focused nonpartisan, city-sponsored community outreach plan to educate the public and opinion leaders on the City's public safety and fiscal needs, including conceiving and implementing a nonpartisan direct mail program within a project budget approved by the City, developing a Speakers' Bureau program and associated presentation materials, training City staff and stakeholders on outreach deployment, writing opinion leader letters, and advising on Earned Media strategies;
- (d) Advising the City's legal counsel and other professionals as to the most effective and optimal wording of the ballot question and associated measure and voter handbook materials. The parties expressly acknowledge, however, that legal services are not within Consultant's scope of work, as the City Attorney or other designated counsel, shall be the final arbiter on all legal requirements and deadlines.
- (e) Consultant will coordinate and supervise the vendors, which shall include, but not be limited to the printer, mailhouse, and graphic artist, required for any mailers associated with any ballot measures. City shall have approval of the final layouts and shall be responsible for all costs associated with the mailers, subject to a budget approved by the City Manager or his designee.

**3. Term.**

The term of this Agreement shall commence upon full execution of this Agreement and shall continue in full force and effect until October 31, 2007.

**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.

**CATHERINE LEW, Esq.**  
***President and CEO***

Catherine Lew, a co-founder and President/CEO of The Lew Edwards Group, is a premier consultant in California providing campaign management services, communications and political strategy, and strategic advice to cities, counties, special districts, transportation, K-12 school and community college districts, and

other public agencies, as well as private sector and nonprofit clients.

Lew has more than 25 years of experience in the communications and political arena. She is a veteran of over 400 political campaigns, many of them difficult two-thirds requirement public tax measures. Selected clients represented by Lew include: Palomar Pomerado Health District (\$496 Million at two-thirds requirement); Los Angeles Unified School District (three successive bond elections at more than \$3 Billion per election); El Camino Community College District (\$394 Million Bond); and Tulare County Yes on R Transportation Sales Tax Measure (\$652 Million over the 30-year life of the measure).

The Lew Edwards Group's professionals have expertise in disciplines such as media, community organizing/coalition-building, political campaigns, government/legislative affairs, and public relations. The firm has passed billions of dollars in California finance measures, winning more than 90% of its issue campaigns. Lew prides herself on her firm's excellent service to each and every client, diverse agencies and organizations that range dramatically in size and scope of strategic needs.

Lew and her team of experts are frequently sought-after trainers and speakers for local leadership organizations and advocacy groups such as the League of California Cities, California School Board Association, California Municipal Treasurers Association, Local Government Commission, Coalition for Adequate School Housing, Institute for Local Government, and Community College League of California.

Catherine Lew, a graduate of the University of California, Berkeley and the University of San Francisco School of Law, is also a member of the California State Bar.

**JESSICA REYNOLDS**  
**Senior Vice President**

As Senior Vice President, Jessica Reynolds provides high level political consulting and strategic planning to assist clients with their communication and public affairs needs and to ensure successful election outcomes.

Prior to joining the Lew Edwards Group, Reynolds served as President of Grand Parameter LLC, a prominent political consulting, communications and government relations company based in Northern California. Her clients benefit tremendously from her expertise in creative design, strategic political consulting, coalition-building, and event planning.

Reynolds has consulted with The California Stem Cell Research & Cures Initiative,



Yes on Prop. 71; the San Jose Repertory Theatre; Assemblymember Alberto Torrico; Assemblymember John Dutra; the Alameda County Democratic Party; Californians for Budget Accountability, Yes on Prop. 56; and Dominic Dutra, Fremont City Councilmember.

Reynolds has held multiple senior positions in the California State Assembly, where she served as Creative Director to Speaker Emeritus Robert M. Hertzberg. She previously served Speaker Hertzberg as his Special Assistant and was Chief of Staff for Assemblyman Simon Salinas (D-Salinas) during 2001. Reynolds was a senior staff member at Assembly Democratic Leadership 2000, where she held critical campaign roles in the successful central operation that helped to elect 47 Democrats to the Assembly.

Reynolds was the Legislative Instructor and Creative Director for the CAPITOL Institute from 1999-2000, where she helped to develop the core curriculum for freshman Assemblymember orientation and a comprehensive, now-mandatory, staff training program. In implementing these new classes on legislative policies and procedures she trained more than 300 staff members from both Capitol and District offices.

In 1998, Reynolds was the Statewide Speakers Bureau and Endorsements Director for the Californians to Protect Employee Rights Campaign to Defeat Proposition 226. As Director, she implemented a statewide coalition building plan and acted as a spokesperson for the campaign at numerous debates and events. The No on 226 campaign directly benefited from her experiences as a Senior Account Executive of Public Affairs, at Stoorza, Ziegau, Metzger & Hunt, from 1996 to 1998. In addition to producing and implementing comprehensive media relations plans, her responsibilities to clients included graphic design and production, special event planning, and collateral material development for legislators, policy stakeholders, and the media at-large.

Reynolds is the veteran of scores of state, initiative, and local campaigns. As a senior member and consultant of the LEG team, her clients benefit significantly from her previous hands-on experience as a campaign manager, field director, volunteer coordinator, fundraiser and all-around campaigner.

Reynolds serves as a Board Member for The Crucible, an arts education center that fosters a collaboration of arts, industry and community. She is currently a resident of Oakland where she resides with Mike Jacob and their daughter Trinity Lillianne.

**EXHIBIT B**  
**COMPENSATION**

**1. Consultant's Compensation.**

A. Services:

City agrees to pay Consultant for those services set forth in Exhibit A of this Agreement and for all authorized reimbursable expenses, for a total not to exceed of Forty-Seven Thousand Dollars and no/100 (\$47,000.00). City shall pay Consultant a lump sum of Forty-Five Thousand Dollars and no/100 (\$45,000.00) in equal monthly installments due by close of business, on the last business day of each month for the term of this Agreement, beginning the month that this Agreement is executed, through October 31, 2007, for the services to be provided. As noted in Consultant's proposal dated March 12, 2007, Consultant's fee does not include hard project costs such as graphics, postage, printing, and materials to be developed on City's behalf. Consultant shall recommend a project budget for the City's approval following review of City's initial baseline survey.

Reimbursable Expenses (such as teleconferencing, mileage, messenger or delivery services) shall be limited to actual reasonable expenditures of Consultant for expenses that are necessary for the proper completion of the services and shall be payable upon invoice, at a not to exceed amount of Two Thousand Dollars and no/100 (\$2,000.00) for the term of the Agreement. Only those expenses actually incurred will be billed, at cost.

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, such as extension of the project period to accommodate planning for future election cycle(s). Additional Services shall be provided only when a Supplemental Agreement authorizing such Additional Services is approved by the City Manager, or his or her designee, in accordance with City's Supplemental Agreement procedures. City reserves the right to perform any Additional Services with its own staff or to retain other Consultants to perform said Additional Services.

2. City and Consultant will 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. Payments to Consultant.**

A. Payments to Consultant shall be made within thirty (30) Days 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:

Robert V. Stout  
Finance Director  
Finance Department  
555 Santa Clara Street  
Vallejo, CA 94590

## **3. Accounting Records of Consultant.**

Consultant shall maintain for three (3) years after completion of all services hereunder, all records under this Agreement, including, but not limited to, records of Consultant's direct 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.

**4. Taxes.**

Consultant shall pay, when and as due, any and all taxes incurred as a result of Consultant's compensation hereunder, including estimated taxes, and shall provide 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.

- 5. Taxpayer Identification Number.** Consultant shall provide City with Consultant's complete Request for Taxpayer Identification Number and Certification, Form W-9, as issued by the Internal Revenue Service, and any other State or local identification numbers as required 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.

#### A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

#### B. Minimum Limits of Insurance

Consultant shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage, until May 1, 2007 and \$2,000,000 per occurrence thereafter. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

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

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

Any deductibles or self-insured retention must be declared to and approved by the City. At the option of the City, either: the insurer shall 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.

**D. Other Insurance Provisions**

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

1. 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.
2. 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.
3. 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.

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

**E. Acceptability of Insurers**

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

**F. Verification of Coverage**

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

**G. 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.

**H. 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.

## EXHIBIT D

### PERFORMANCE SCHEDULE

Due to the nature of the Services to be performed under this Agreement, the parties expressly acknowledge that the following performance schedule is subject to revision based on the changing circumstances of the City environment, new or unforeseen developments, or the City's election viability. The parties expressly agree that the below schedule may be updated and revised from time to time, subject to the approval of the City.

#### CITY OF VALLEJO-- SAMPLE NOVEMBER 2007 TIMELINE

\*A similar timeline is being deployed successfully in other client cities planning November 2007 elections.

MARCH 2007

- Retain professional assistance
- Conduct Kick-Off Session
- Draft and approve Baseline Survey

APRIL 2007

- Field Survey Interviews
- Analyze Survey Results & Assess Feasibility
- Provide City with all poll results, summaries
- Refine Community Information Plan & Budget
- Conduct Council & Stakeholder briefings/presentations on poll results
- Develop initial Message Points, FAQ
- Update data base of opinion leaders
- Identify informational Speakers' Bureau Hit List
- Implement earned media

MAY 2007

- Update City website with FAQ, message points
- Implement Opinion Leader Letter #1
- Implement nonpartisan community update #1
- Develop informational Speakers' Bureau Materials
- Launch informational Speakers' Bureau
- Refine measure specifics as needed

JUNE 2007

- Continue informational Speakers' Bureau
- Implement opinion leader letter #2
- Review first drafts of voter handbook materials

JULY 2007

- Implement community update #2
- Finalize impartial analysis, resolution and voter hand-book materials
- Prepare for City Council Adoption Meeting



Presentation

- Implement earned media

AUGUST 2007

- If feasible, Council acts to place Measure on November 07 Ballot.
- Implement opinion leader letter #3
- Continue Speakers' Bureau
- Implement Earned Media

SEPTEMBER 2007

- Implement community update #3
- Conclude Speakers' Bureau efforts
- Implement Earned Media

OCTOBER 2007

- Final community update #4
- Final opinion leader letter #4
- Implement Earned Media



ADMIN B

Agenda Item No.

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## COUNCIL COMMUNICATION

Date: April 3, 2007

TO: Honorable Mayor and Members of the City Council

FROM: Robert V. Stout, Finance Director

**SUBJECT: CONSIDERATION OF A RESOLUTION APPROVING A CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT WITH MUNIFINANCIAL FOR FIRE SUPPRESSION ASSESSMENT ENGINEERING SERVICES.**

### BACKGROUND & DISCUSSION

The purpose of this staff report is to recommend to the City Council that the City engage a consultant with the necessary expertise to assist the City with the establishment of a city wide Fire Suppression Assessment, to prepare an Engineer's Report and provide related services regarding assessment ballots.

Staff proposes to engage the services of MuniFinancial to prepare an engineers report, to assist with the establishment of a city wide Fire Suppression Assessment and provided related services. Their scope of work will include a description of the assessment and financing structure, a description of the fire suppression services and/or equipment to be funded by the assessment, and an estimated budget for the costs of fire suppression services within the fire service area.

MuniFinancial's scope of work will also include an estimate of the assessment to each parcel of property, and the methodology used to determine the assessment.

Separately, staff is proposing that the City contract with the Evans McDonough Company to conduct polling and data analysis. Once this has been completed staff will bring the results back to Council for further consideration and actions, which could include a recommendation that the City proceed with the implementation of a Fire Suppression Assessment, and additional budget appropriations, at that time.

In order to proceed with the implementation of the Fire Suppression Assessment, the City Council would need to take a series of additional actions in the future, which tentatively would begin in June 2007.



## **FISCAL IMPACT**

The MuniFinancial fire suppression assessment engineering services are estimated to cost \$20,800 to provide a fire suppression assessment engineering analysis and implementation plan.

In addition, if the City decides to proceed with the implementation of the assessment, the agreement contains an option by which the City Manager could retain MuniFinancial to provide additional services related to the preparation and mailing of notices and assessment ballots. Payments would be based on a budget approved by the City Manager and would not exceed \$55,500. The cost will depend on the size, graphics and content of the documents.

The budget appropriation for these costs was previously approved by the City Council on March 13, 2007, as part of the mid-year report. No additional budget appropriation is needed at this time as a result of approval of the proposed resolution.

When the polling and data analysis has been completed staff will bring the results back to Council for further consideration and actions, which could include a recommendation that the City proceed with the formation and implementation of a fire assessment, at that time.

## **RECOMMENDATION**

Staff proposes that Council adopt the attached resolution authorizing the City Manager to execute a professional services agreement with MuniFinancial for fire assessment engineering services.

## **PROPOSED ACTION**

Staff proposes that the Council:

1. Adopt a Resolution approving the Consultant and Professional Services Agreement with MuniFinancial for fire assessment engineering and related services, and authorize the City Manager to execute the agreement on behalf of the City.



## **ENVIRONMENTAL REVIEW**

This program is not a project as defined by the California Environmental Quality Act (CEQA) pursuant to section 15378 (b)(4) of Title 14 of the California Code of Regulations and is not subject to CEQA review.

## **DOCUMENTS ATTACHED**

1. A Resolution approving the Consultant and Professional Services Agreement with MuniFinancial for fire assessment engineering and related services, and authorize the City Manager to execute the agreement on behalf of the City.
2. Consultant and Professional Services Agreement between the City of Vallejo and MuniFinancial.

### **PREPARED BY:**

Jon R. Oiler, Auditor Controller

(707) 648-4593

### **CONTACT:**

Robert V. Stout, Finance Director

(707) 648-4592

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALLEJO APPROVING THE CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT WITH MUNIFINANCIAL FOR FIRE SUPPRESSION ENGINEERING AND RELATED SERVICES, AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY**

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

**WHEREAS**, the City has a need for consulting services to assist with the establishment of a city wide Fire Suppression Assessment, to prepare an Engineer's Report and provide related services regarding assessment ballots; and

**WHEREAS**, staff finds that MuniFinancial has both the expertise and the capacity to provide such services at a competitive price; and

**WHEREAS**, staff has been advised that fire suppression assessment engineering services and optional services under the Agreement are estimated to cost \$76,300; and

**WHEREAS**, the City has budget appropriations available in the General Fund non-departmental in the amount of \$200,000; and

**WHEREAS**, the City Council has considered the report and recommendations of the City Manager on the proposed Agreement and has determined that the acceptance of the Agreement is in the best interest of the City of Vallejo and the Agreement is both fair and appropriate.

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

Section 1. THAT the City Manager is hereby authorized to execute said Consultant and Professional Services Agreement in substantially the same form as the Agreement attached to the Staff Report; and

Section 2. THAT the Consultant and Professional Services Agreement may be amended and revised as approved by the City Manager and Legal Counsel; and

Section 3. The Vallejo City Council authorizes the Finance Director to pay all claims for this agreement out of the appropriate account(s).

CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT

This Consultant Services Agreement ("Agreement") is made at Vallejo, California, dated for reference this 3rd day of April 2007, by and between the City of Vallejo, a municipal corporation ("City"), and MuniFinancial, Inc., a California corporation, 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, hold harmless, and defend City, its officers, officials, directors, employees, agents, volunteers and affiliates 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 Consultant's or subcontractor's tort negligence including active or passive, or strict negligence, including but not limited to personal injury including, but not limited to bodily injury, emotional injury, sickness or disease, or death to persons and/or damage to property of anyone, including loss of use

thereof, caused or alleged to be caused by any act or omission of Consultant, or any subcontractor, or anyone directly or indirectly employed by any of them or anyone for the full period of time allowed by the law, regardless to any limitation by insurance, with the exception of the sole negligence or willful misconduct of the City.

The provisions of this section shall survive the expiration or termination of this Agreement.

**5. Insurance Requirements.** Consultant agrees to comply with all of the Insurance Requirements set forth in Exhibit C, entitled "Insurance Requirements for Consultant." 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 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 shall prepare plans, reports, and/or other work products in such a way that additional costs will not be incurred.

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. Time for Performance.** Consultant will complete all services by August 30, 2007.

**13. Force Majeure.** Neither party shall be considered in default of this Agreement to the extent performances are prevented or delayed by any cause, present or future, by circumstances beyond either party's reasonable control, such as war, riots, strikes, lockouts, work slow down 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.

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

**15. 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. Consultant is aware of the requirements of the Immigration Reform and Control Act of 1986 and shall comply with those requirements, including, but not limited to, verifying the eligibility for employment of all of Consultant's officers, employees, agents and subcontractors that are included in 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.

Consultant agrees to defend, indemnify and hold harmless, pursuant to the indemnification provisions of this Agreement, the City for any obligation, claim, losses, costs, fees, liabilities, suit or demand for tax, retirement contribution including any contribution to the Public Employees Retirement System (PERS), social security, salary or wages, overtime payment, or workers' compensation payment which the City may be required to make on behalf of Consultant or any employee of Consultant, or any employee of Consultant construed to be an employee of the City, for work done under this Agreement. This is a continuing

obligation that survives the completion of the services, expiration or termination of this Agreement.

**16. Consultant Not Agent.** Except as City may authorize in writing, 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.

**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.

**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 City in each instance. Any attempted or purported assignment of any right, duty or obligation under this Agreement without City's 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.

(c) To the fullest extent permitted by law, without limitation by the insurance provisions of this Agreement, and in addition to Consultant's obligations under section 4 of this Agreement, the Consultant shall also indemnify, defend and hold harmless the City, pursuant to the indemnification provisions of this Agreement, from and against all liability (including without limitation all claims, damages,

penalties, fines, and judgments, associated investigation and administrative expenses, and defense costs, including but not limited to reasonable attorneys' fees, court costs, and costs of alternative dispute resolution) resulting from any claim of discrimination or harassment, including but not limited to sexual harassment, arising from the conduct of the Consultant or any of the Consultant's officers, employees, agents, licensees, or subcontractors. In the event of a discrimination or harassment complaint against any employee, agent, licensee or subcontractors of the Consultant or its subcontractors, the Consultant shall take immediate and appropriate action in response to such complaint, including, but not limited to termination or appropriate discipline of any responsible employee, agent, licensee or subcontractors. The provisions of this section survive completion of the services or termination of this Agreement.

**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:

Robert V. Stout  
Finance Director  
City of Vallejo

555 Santa Clara Street  
Vallejo, CA 94590

If to Consultant:

Brian Jewett  
Divison Manager  
MuniFinacial  
27368 Via Industria, Suite 110  
Temecula, CA 92590

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. 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. 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.

**37. 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.

MUNIFINANCIAL, INC.,  
a California corporation

CITY OF VALLEJO,  
A municipal corporation

By: \_\_\_\_\_  
Frank G. Tripepi  
President and Chief Executive  
Officer

By: \_\_\_\_\_  
Joseph M. Tanner  
City Manager

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

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

\_\_\_\_\_  
Vallejo Business License No.

ATTEST:

By: \_\_\_\_\_  
Mary Ellsworth, Acting City Clerk

(City Seal)

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Robert V. Stout  
Finance Director

APPROVED AS TO INSURANCE REQUIREMENTS:

\_\_\_\_\_  
William R. Venski  
Risk Manager

APPROVED AS TO FORM:

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Frederick G. Soley  
City Attorney

## EXHIBIT A

### SCOPE OF WORK

#### 1. **Representatives.**

The City Representative for this Agreement is:

Robert V. Stout  
Finance Director  
City of Vallejo  
555 Santa Clara Street  
Vallejo, CA 94590  
Telephone: (707) 648-4592  
Facsimile: (707) 649-5406

The Consultant's Representative for this Agreement is:

Brian Jewett  
Division Manager  
MuniFinancial  
27368 Via Industria, Suite 110  
Temecula, CA 92590  
Telephone: (951) 587-3500  
Facsimile: (951) 587-3510

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 assist the City in its efforts to present a fire suppression assessment measure to the affected property owners throughout the fire service area. Our work will comply with the provisions of Proposition 218, SB 919 and Government Code §50078.

### **Fire Suppression Assessment Engineering Analysis and Implementation**

#### **TASK 1: ASSESSMENT METHODOLOGY ANALYSIS**

- a. Prepare and maintain a database of parcels to be contained within the assessment using parcel information from the City and County Assessor's Office current secured roll.
- b. Using local call and/or incident data, national incident/property loss data, or other appropriate data, perform a preliminary analysis of citywide assessment rates by land use type for fire protection services. This analysis will provide a summary range of rates for each appropriate land use.
- c. Evaluate the potential services to be financed by the assessment, the budget for those services, and factors that drive the need for these services, and establish a relationship (or nexus) between the services and the assessment.
- d. Prepare a special/general benefit analysis of the proposed assessment to ensure that both benefit factors are separate and distinct and that the general benefit portion is not included in the proposed special assessment. Establish a formula for equitably spreading the assessment based on the special benefits received by each property.
- e. Assist the City in complying with Proposition 218 and applicable California Codes and legislation under which assessments are to be created.
- f. Prepare a timeline of pertinent tasks related to the formation process.

## **TASK 2: ENGINEER'S REPORT**

- a. Prepare an Engineer's Report for each assessment to include the following items:
  - A brief description of the assessment and financing structure;
  - Description of fire suppression services and/or equipment to be funded by the assessment;
  - Budget estimates of costs for fire suppression services and/or equipment to be funded by the assessment (to be provided by the City);
  - Estimate of assessment to each parcel;
  - Method of spread;
  - A listing of parcels subject to the assessment and their assessment amount;
  - The duration of the assessment; and
  - A description specifying the requirements for protest and hearing procedures for the proposed assessment.
- b. We will provide a draft report for review and approval by the City.

## **TASK 3: PROTEST BALLOTING IMPLEMENTATION SUPPORT**

- a. Determine what parties will prepare and mail the legal notice of Public Hearing and the protest ballots to conform to current legislation. We will work with the City to develop the most cost effective implementation plan to prepare and mail the notices and ballots.
- b. Prepare necessary resolutions regarding the formation and implementation of the assessment at the Intent Meetings and the Public Hearing.
- c. Coordinate the tally of all ballots with the City Clerk.
- d. Attend up to two (2) meetings: one (1) Intent Meeting in front of the City Council, and one (1) Public Hearing in front of the City Council.

## **OPTIONAL CONSULTANT SERVICES**

At the City Manager's option, Consultant will select, coordinate and supervise the vendors, which shall include, but not be limited to the printer, mailhouse, and graphic artist, required for any mailers associated with any assessment ballots. City shall have approval of the final layouts.

### **SERVICES NOT INCLUDED**

Consultant shall not research undeliverable notices and ballots due to expired forwarding addresses, incorrect mailing information as provided by the Solano County Assessor's Offices or other ownership and mailing errors and omissions.

### **3. City Responsibilities**

Consultant will rely on being able to obtain the following information from the City:

- a. Additional property owner information, on an as-needed basis, related to the mailing of notices;
- b. Call volume or incident data (as appropriate) for services provided by the City related to the assessment;
- c. A City phone number and point of contact for property owners to call regarding the fire assessment;
- d. Opinions as requested from the City's legal counsel; and
- e. Budget estimates for the proposed assessment.

**4. Term.** The term of this Agreement shall commence on full execution of this Agreement and shall continue in full force and effect until August 30, 2007.

**5. 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.

## EXHIBIT B

### COMPENSATION

#### 1. Consultant's Compensation.

A. Services: City agrees to pay Consultant, the fixed price fee for those services set forth in Exhibit A of twenty thousand eight hundred dollars and no/100 (\$20,800.00).

If the City Manager exercises City's option to have Consultant perform the Optional Services specified in Exhibit A, then City shall reimburse Consultant for Consultant's actual expenditures subject to a budget approved by the City Manager or his designee, which shall not exceed fifty five thousand, five hundred dollars and no/100 (\$55,500.00).

#### 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 shall be provided only when a Supplemental Agreement authorizing such Additional Services is approved by the City Manager, or his or her designee, in accordance with City's Supplemental Agreement procedures. City reserves the right to perform any Additional Services with its own staff or to retain other Consultants to perform said Additional Services.

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:

Division Manager	\$200.00
Principal Consultant	\$190.00
Principal Engineer	\$170.00
Senior Project Manager	\$155.00
Project Manager	\$135.00
Senior Project Analyst	\$120.00
Senior Analyst	\$110.00
Analyst	\$ 90.00
Analyst Assistant	\$ 75.00
Property Owner Services Representative	\$ 55.00
Support Staff	\$ 50.00

**3. 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
7. Total Billed to Date

C. 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:

Robert V. Stout  
Finance Director  
City of Vallejo  
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 Consultant's complete Request for Taxpayer Identification Number and Certification, Form W-9, as issued by the Internal Revenue Service, 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.

#### A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

#### B. Minimum Limits of Insurance

Consultant shall maintain limits no less than:

1. General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation and Employer's Liability: \$1,000,000 per accident for bodily injury or disease. If Consultant is not subject to California Workers' Compensation requirements, Consultant shall file a completed certificate of exemption form which may be obtained from the City prior to commencing any activity authorized hereunder.
4. Professional Liability (Errors and Omission): \$1,000,000 combined single limit per occurrence, and annual aggregate.

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

Any deductibles or self-insured retention must be declared to and approved by the City. At the option of the City, either: the insurer shall 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.

**D. Other Insurance Provisions**

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

1. 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.
2. 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.
3. 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.
4. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to 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.

**E. Acceptability of Insurers**

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

**F. Verification of Coverage**

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

**G. 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.

**H. 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.



**COUNCIL COMMUNICATION**

Date: April 3, 2007

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

**FROM:** Craig Whittom, Assistant City Manager / Community Development  
Susan McCue, Economic Development Program Manager *SMM*

**SUBJECT:** Consideration of a Resolution of Intention to Amend the Mare Island Conversion Fund's Fiscal Year 2006-2007 Budget Revenue and Expenditure Authorization Limits.

**BACKGROUND & DISCUSSION**

On January 9, 2007, the Vallejo City Council approved Resolution 07-10 N.C. which authorized the City Manager to execute an Exclusive Right to Negotiate (ERN) Agreement with Touro University for Mare Island Reuse Area #1A. The ERN Agreement requires Touro University to fund North Island-related prior and future early transfer costs and City negotiation costs during the ERN period. On February 27, 2007, the Vallejo City Council approved Resolution No. 07-44 N.C. which authorized the City Manager to execute the Early Transfer Processing Agreement (ETPA) between the City of Vallejo and Weston Solutions, Inc. This agreement was executed on March 19, 2007. The estimated cost to Weston Solutions, Inc to negotiate the final Early Transfer Agreement is \$2,173,000.00. As agreed in the ETPA the City's not-to-exceed cost cap is \$1,229,010.79 which will be paid by Touro University to the City and the City will, in turn, pay Weston Solutions, Inc. The remaining cost (all cost over \$1,229,010.79) will be absorbed by Weston Solutions, Inc. or paid by Lennar Mare Island LLC., as per Western Solutions/Lennar Mare Island's separate agreement(s).

In order for the City to accept the payment from Touro University and subsequently pay Weston Solution, Inc. the City's Mare Island Conversion Program's Fiscal Year 2006-2007 Budget (Fund 107) revenue and expenditure authorization limits must be increased by \$2,173,000.00 each. Generally Accepted Accounting Principles require the City to budget the full value of the Agreement even though we will only be processing a portion of the funds.

**RECOMMENDATION**

Staff proposes increasing the City's Mare Island Conversion Program's (Fund 107) budget revenue and expenditure authorization limits an additional \$2,173,000.00 each. This action will have no effect on either the City's General Fund or the Mare Island Conversion Program Fund (Fund 107). Weston Solutions, Inc. will bill the City and Touro University concurrently for our percentage share of the Early Transfer Processing Agreement's cost. Touro University will pay the City the requested share, up to the established caps and the City will in turn pay Weston Solutions, Inc. Should the City Council approve the attached Resolution of Intention, staff will return at the next scheduled Council meeting with a Resolution amending the fund's budget as required by City Ordinances.



ALTERNATIVES CONSIDERED

This is a budget authorization action governed by City Ordinances and Generally Accepted Accounting Principals. No alternatives were considered.

ENVIRONMENTAL REVIEW

The approval of the attached Resolution, as presented, will have no environmental impacts.

PROPOSED ACTION

Approve the attached Resolution of Intention authorizing the City Manager to increase the Mare Island Conversion Program's (Fund 107) Fiscal Year 2006/2007 budget revenue and expenditure limits by an additional \$2,173,000.00 each.

DOCUMENTS ATTACHED

Attachment A - Resolution

CONTACT: Susan McCue, Economic Development Program Manager  
707-553-7283 or e-mail: [smccue@ci.vallejo.ca.us](mailto:smccue@ci.vallejo.ca.us)

Gil Hollingsworth, Mare Island Conversion Program Manager  
(707) 649-5454 or e-mail: [gil@ci.vallejo.ca.us](mailto:gil@ci.vallejo.ca.us)

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

**A RESOLUTION OF INTENTION OF THE CITY COUNCIL OF THE CITY OF VALLEJO TO AMEND THE MARE ISLAND CONVERSION PROGRAM FISACL YEAR 2006-2007 BUDGET (FUND 107)**

BE IT RESOLVED by the City of Vallejo as follows:

THAT WHEREAS, in June 2006, the City Council adopted a budget for the Fiscal Year 2006-2007; and

WHEREAS, on February 27, 2007 the City Council approved Resolution No. 07-44 N.C. which authorized the City Manager to execute the Early Transfer Processing Agreement between the City of Vallejo and Weston Solutions, Inc.; and

WHEREAS, the Early Transfer Processing Agreement executed on March 19, 2007 requires the City to pay Weston Solutions, Inc. a percentage share of the prior and future cost up to the designated cost caps for development and execution of a Early Transfer of various parcels on Mare Island, and

WHEREAS, Touro University has agreed to reimburse the City for its percentage share of the prior and future cost up to the designated cost cap for development and execution of a Early Transfer;

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby intends to amend the City's Fiscal Year 2006-2007 Budget (Fund 107), by increasing the Mare Island Conversion Program budget revenue and expenses limits by an additional \$2,173,000.00 each.

ADOPTED by the Council of the City of Vallejo at a regular meeting held on April 3, 2007 with the following vote:

K:\PUBLIC\AI\EDC Early Transfer.ETPA RES #1.03.22.07.doc

**ATTACHMENT A**