

**CALL AND NOTICE OF
SPECIAL MEETING
AT 6:00 PM
OF THE VALLEJO CITY COUNCIL
DECEMBER 20, 2021**

**COUNCIL CHAMBERS
555 Santa Clara Street, Vallejo, California**

NOTICE: Members of the Public will be able to participate in-person or remotely via Zoom. All in-person participants will be required to wear a face covering.

City Hall and the Council Chambers will be open to members of the public 30 minutes prior to the start of the meeting.

PUBLIC COMMENT: Members of the Public may provide public comments during the City Council Meeting in person or via ZOOM (<https://ZoomRegular.Cityofvallejo.net>), or via phone, by dialing (669) 900-6833.

For additional instructions on how to speak remotely during public comment, please visit, www.cityofvallejo.net/publiccomment

VIEW THE MEETING:

There are four different ways you can view this public meeting:

- In Person
- Watch Vallejo local channel 28
- Stream from the City website: www.cityofvallejo.net/Streaming
- Join the Zoom webinar: <https://ZoomRegular.Cityofvallejo.net>

TO THE MEMBERS OF THE VALLEJO CITY COUNCIL:

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

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

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL**

Hybrid Options are available for members of the public to participate. To participate remotely:

<https://ZoomRegular.CityofVallejo.net>

Option to join by phone:

Dial (669) 900-6833

Enter Meeting ID: 914 0075 0676#

Press *9 to digitally raise your hand from the phone

For additional instructions on how to speak during public comment, please visit, www.cityofvallejo.net/publiccomment

4. APPROVAL OF THE AGENDA AND CONSENT CALENDAR

Members of the public wishing to address the Council on Consent Calendar items may do so in person by submitting a completed speaker's card to the City Clerk or via ZOOM:(<https://ZoomRegular.Cityofvallejo.net>), Option to join by phone: Dial (669) 900-6833. Enter Meeting ID: 914 0075 0676#. Press * 9 to digitally raise your hand from the phone. For additional instructions on how to speak remotely during public comment, please visit, www.cityofvallejo.net/publiccomment. In person speakers will be recognized first. 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.

5. CONSENT CALENDAR

A. APPROVE AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE THIRD AMENDMENT TO CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY AND AKIN GUMP STRAUS HAUER & FELD

Recommendation: Approve and authorize the City Manager to execute a Third Amendment to the Consultant and Professional Services Agreement with Akin Gump Straus Hauer & Feld for legislative affairs services, increasing the contract from \$210,000 to a new not to exceed amount of \$330,000 and extending the term to December 31, 2022.

Contact: Felicia Escover, Assistant to the City Manager (707) 648-4577
felicia.escover@cityofvallejo.net

6. ACTION CALENDAR

NOTICE: Members of the public wishing to address the Council on Action Calendar Items may do so in person by submitting a completed speakers card to the City Clerk or via ZOOM (<https://ZoomRegular.Cityofvallejo.net>), or via phone, by dialing (669) 900-6833. Enter Meeting ID: 914 0075 0676#. Press *9 to digitally raise your hand from the phone. For additional instructions on how to speak remotely during public comment, please visit, www.cityofvallejo.net/publiccomment. Each speaker is limited to five minutes pursuant to Vallejo Municipal Code Section 2.02.420. In person speakers will be recognized first.

A. ADOPT RESOLUTION APPROVING A TEMPORARY USE PERMIT FOR THE CREATION OF TEMPORARY LIVING FACILITY AT 921 AMADOR STREET (TUP 21-0007)

Hybrid Options are available for members of the public to participate. To participate remotely:

<https://ZoomRegular.CityofVallejo.net>

Option to join by phone:

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Enter Meeting ID: 914 0075 0676#

Press *9 to digitally raise your hand from the phone

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www.cityofvallejo.net/publiccomment

Recommendation: Conduct the public meeting and adopt a resolution approving the Temporary Use Permit at 921 Amador Street for a period of thirty days.

Contact: Margaret Kavanaugh-Lynch, Planning Manager
margaret.kavanaugh-lynch@cityofvallejo.net (707) 648-8604

- B. **IN ORDER TO ENABLE TRANSFER OF THE EMPRESS THEATER TO THE CITY, ADOPT A RESOLUTION TO PAY TRIAD COMMUNITIES LP \$39,400 FOR PREPARATION OF TAX RETURNS, APPROVE PAYMENT OF \$5,000 TO OLD REPUBLIC TITLE FOR ESCROW FEES, PAYMENT OF \$8,210 TO OLD REPUBLIC TITLE FOR A CLTA TITLE POLICY, PAYMENT OF \$25 TO OLD REPUBLIC TITLE FOR A RECORDING FEE AND PAYMENT OF \$99,972.26 TO THE SOLANO COUNTY TAX COLLECTOR FOR DELINQUENT PROPERTY TAXES AND DIRECT STAFF TO WIRE THE FUNDS TO THE ESCROW AT OLD REPUBLIC TITLE COMPANY**

Recommendation: Staff recommends that the City Council review and adopt the Resolution Authorizing Payments for the Transfer of the Empress Theater

Contact: Veronica Nebb, City Attorney
veronica.nebb@cityofvallejo.net

7. ADJOURNMENT

Dated: Saturday, December 18, 2021



Robert H. McConnell, Mayor

I, Dawn Abrahamson, City Clerk, do hereby certify that I have caused a true copy of the above notice and agenda to be delivered to each of the members of the Vallejo City Council, at the time and in the manner prescribed by law and that this agenda was posted at City Hall, 555 Santa Clara Street, CA at 12:00 p.m., Saturday, December 18, 2021.

Dated: Saturday, December 18, 2021



Dawn G. Abrahamson, City Clerk

Hybrid Options are available for members of the public to participate. To participate remotely:

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Option to join by phone:

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Enter Meeting ID: 914 0075 0676#

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DATE: December 20, 2021
TO: Mayor and Members of the City Council
FROM: Terrance Davis, Interim Assistant City Manager
SUBJECT: **APPROVE AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE THIRD AMENDMENT TO CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY AND AKIN GUMP STRAUS HAUER & FELD**

RECOMMENDATION

Approve and authorize the City Manager to execute a Third Amendment to the Consultant and Professional Services Agreement with Akin Gump Straus Hauer & Feld for legislative affairs services, increasing the contract from \$210,000 to a new not to exceed amount of \$330,000 and extending the term to December 31, 2022.

REASONS FOR RECOMMENDATION

Approval of the Third Amendment provides continuity for legislative support and advocacy efforts. The firm Akin Gump Straus Hauer & Feld provides the City with professional services in support of the City's legislative and grant funding priorities. This includes the services necessary for the completion of the City's 2022 legislative platform, continued advocacy with elected Federal and State officials, and support related to the Infrastructure Investment and Jobs Act legislation.

BACKGROUND AND DISCUSSION

Akin Gump has been contracted to provide legislative support to the City of Vallejo since April of 2020.

Additionally, Akin Gump has provided similar support to the Solano Transportation Authority (STA) and related entities such as the City of Vallejo pursuant to a separate contract since 2007.

As a member of the Joint Powers Authority, the City of Vallejo is a party to the professional services agreement with Akin Gump and utilizes the firm's services via the cooperative STA agreement to establish and advocate for legislative priorities for the City of Vallejo related to transportation and transit infrastructure.

In April 2020, the City Manager entered into a separate Consultant and Professional Agreement with Akin Gump to expand legislative support to include the City's economic development, water, housing, and public safety legislative priorities. The original contract was for a 6-month term, with two, one-year options to extend, and an original not to exceed amount of \$60,000.

To date, two amendments to the 2020 Agreement Vallejo specific agreement have been executed. On October 1, 2020, the City issued the First Amendment to the contract, extending the term three months, and increasing the not-to-exceed amount from \$60,000 to \$90,000. The first amendment was an extension of time only, and did not modify the original scope for legislative support. The second amendment extended the term from December 2020 to December 2021 and increased the not-to-exceed by \$120,000.

A third amendment is needed to extend the contract term by one year and increase the not-to-exceed amount. This amendment will provide the City with adequate legislative support needed to advocate for City legislative

**Subject: APPROVE AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE THIRD
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BETWEEN THE CITY AND AKIN GUMP STRAUSS HAUER & FELD**

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priorities and navigate funding related to the Infrastructure Investment and Jobs Act.

FISCAL IMPACT

The requested additional consulting work is \$120,000, split between \$60,000 in General Fund and \$60,000 in Water Fund expenditures. There would be no additional impact on the General Fund if this action is approved. There are sufficient appropriations in the FY 2021-22 General and Water Fund budgets to fund the agreement including the requested amendment.

ENVIRONMENTAL REVIEW

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

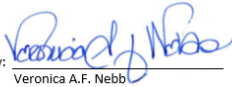
ATTACHMENTS

1.	Akin Gump - Third Amendment to Master Agreement CAO Stamp
2.	~20-PW192 AKIN GUMP STRAUSS HAUER & FIELD Consultant and Professional Services Agreement
3.	~20-PW192 AKIN GUMP STRAUSS HAUER & FIELD First Amendment
4.	~20-PW192 AKIN GUMP STRAUSS HAUER & FELD Second Amendment

CONTACT

Felicia Escover, Assistant to the City Manager (707) 648-4577
felicia.escover@cityofvallejo.net

Approved as to form:

By: 
Veronica A.F. Nebb
City Attorney

**THIRD AMENDMENT TO
AGREEMENT BETWEEN
CITY OF VALLEJO
AND
AKIN GUMP STRAUS HAUER & FELD, LLP**

This Third Amendment to the Master Agreement made and entered into on April 1, 2020, hereafter referred to as Agreement, between Akin Gump Straus Hauer & Feld, a Limited Liability Partnership, therein referred to as Consultant, and the City of Vallejo, a municipal corporation, therein referred to as City, is made and entered into on this 20th day of December 2021.

Consultant and City do mutually agree as follows:

1. Revised Term of the Agreement. The Agreement term is currently scheduled to expire on December 31, 2021. As of the date of this Third Amendment, the term of the Agreement is extended to and shall expire on December 31, 2022.

2. Payment for Services. In consideration of Consultant continuing to provide Services, Consultant shall be paid an additional amount not to exceed one hundred twenty thousand dollars and no/100 cents (\$120,000.00). The maximum not to exceed amount specified in Exhibit B of the Agreement is increased by said amount and the new not to exceed amount is three hundred thirty thousand dollars and no/100 cents (\$330,000.00).

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

3. Integration. This Third Amendment contains the entire agreement between the parties with respect to its subject matter and supersedes whatever oral or written understanding they may have had prior to the execution of this Third Amendment. This Third Amendment shall not be amended or modified except by a written agreement executed by each of the parties. Except as specifically revised herein, all terms and conditions of the Agreement shall remain in full force and effect, and Consultant shall perform all duties, obligations and conditions required under the Agreement.

4. Inconsistencies. In the event of any conflict or inconsistency between the provisions of this Second Amendment and the Agreement, the provisions of this Second Amendment shall control in all respects.

5. Ambiguities. The parties have each carefully reviewed this Third Amendment and have agreed to each term of this Second Amendment. No ambiguity shall be presumed to be construed against either party.

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

7. Facsimile Signatures. This Second Amendment shall be binding upon the receipt of facsimile signatures; provided, however, that any person transmitting his or her signature by facsimile shall promptly send an original signature to the other party at the addresses noted below:

City: Terrance Davis, Interim Assistant City Manager
City of Vallejo
555 Santa Clara Street
Vallejo, CA 94590

Consultant: Susan Lent, Partner
Akin Gump Straus Hauer & Feld, LLP
2001 K Street NW
Washington, DC 20006

8. Authority. The person signing this Second Amendment for Consultant hereby represents and warrants that he or she is fully authorized to sign this Second Amendment on behalf of Consultant.

(SIGNATURES ARE ON THE FOLLOWING PAGE)

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

AKIN GUMP STRAUS HAUER & FELD,
a Limited Liability Partnership

CITY OF VALLEJO,
a municipal corporation

BY: _____
SUSAN LENT
Partner

BY: _____
Mike Malone
Interim City Manager

DATE: _____

DATE: _____

(City Seal)

ATTEST: _____
DAWN ABRAHAMSON
City Clerk

APPROVED AS TO CONTENT:

TERRANCE DAVIS
Interim Assistant City Manager

APPROVED AS TO FORM:

VERONICA NEBB
City Attorney

APPROVED AS TO INSURANCE:

ARMOND SARKIS
Risk Manager

CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT

This Consultant and Professional Services Agreement ("Agreement") is made at Vallejo, California, dated for reference this 1st day of April, 2020, by and between the City of Vallejo, a municipal corporation ("City"), and Akin Gump Straus Hauer & Feld, LLP a Limited Liability Partnership, 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 (within 24 hours, or as early as feasible, after discovery and reasonable identification of the relevant details) to the City Risk Manager any accident or other occurrence causing injury to persons or property during and in connection with the performance of this Agreement. The report shall be made in writing and shall include, at a minimum: (a) the names, addresses, and telephone numbers of the persons involved, (b) the names, addresses, and telephone numbers of any known witnesses, (c) the date, time, and description of the accident or other occurrence.

7. Conflict of Interest. Consultant warrants and represents that to the best of its knowledge, there exists no actual or potential conflict between Consultant's family, business, real property or financial interests and the services to be provided under this Agreement. Consultant shall comply with the City of Vallejo Conflict of Interest Code and not enter into any contract or agreement during the performance of this Agreement which will create a conflict of interest with its duties to City under this Agreement. In the event of a change in Consultant's family, business, real property, or financial interests occurs during the term of this Agreement that creates an actual or potential conflict of interest, then Consultant shall disclose such conflict in writing to City. Every individual who performs services on behalf of Consultant pursuant to this Agreement must file a full Statement of Economic Interests (also known as Form 700) with the City Clerk if the work of the individual involves making a governmental decision whether to issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement; authorizes the City to enter into, modify, or renew a contract; grants City approval of specifications for a contract; adopts or approves for the City any policy, standard or guideline; lobbies on behalf of the City, or performs the same or substantially all the same duties for the City that would otherwise be performed by an individual holding a position specified in the City's Conflict of Interest Code.

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

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

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

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

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

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

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

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

13. Personnel. Consultant agrees to assign only competent personnel according to the reasonable and customary standards of training and experience in the relevant field to perform services under this Agreement. Failure to assign such competent personnel shall constitute grounds for termination of this Agreement.

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

Consultant shall pay, when and as due, any and all taxes incurred as a result of Consultant's compensation hereunder, including estimated taxes, and shall provide City with proof of such payments upon request.

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

15. Term. The term of this Agreement shall commence on April 1, 2020 and shall continue in full force and effect until October 2, 2020.

City shall, at its discretion, have the right to extend the term of this Agreement, in intervals of one year, by written notice to Consultant. The total duration of this Agreement, including the exercise of any options under this section, shall not exceed three years.

If the term of this Agreement extends into fiscal years subsequent to that in which it is approved, such continuation of the Agreement is contingent on the appropriation of funds for such purpose by the City Council of the City of Vallejo. If funds to effect such continued payment are not appropriated, Consultant agrees to terminate any services supplied to City of Vallejo under this Agreement, and relieve City of any further obligation therefore.

16. 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 City records and documents, 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.

17. 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.

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

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

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

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

Any subcontractor or assignee consented to by City shall be bound by all terms and conditions of this agreement and the same shall be incorporated into and made a part of any assignment or subcontractor agreement.

20. 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.

21. Non-Discrimination/Fair Employment Practices.

(a) Consultant shall not, because of race, religious creed, color, sex, national origin, ancestry, disability, medical condition, age, marital status or sexual orientation of any person, refuse to hire or employ, or to bar or discharge from employment, or to discriminate in compensation, or in terms, conditions or privileges any person, and every employee will receive equal opportunity for employment and shall be granted equal treatment with respect to compensation, terms, conditions or other privileges of employment, without regard to his race, religious creed, color, sex, national origin, ancestry, or disability, medical condition, age, marital status or sexual orientation.

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 under this Agreement, 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.

22. 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:

Greg Nyhoff
City Manager
City Manager's Office
555 Santa Clara Street
Vallejo, CA 94590

If to Consultant:

Susan Lent
Partner
Akin Gump Strauss Hauer & Feld, LLP
2001 K Street NW
Washington, DC 20006

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.

23. 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.

24. 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.

25. Law Govering. This Agreement shall in all respects be governed by the law of the State of California without regard to its conflicts of law rules. Litigation arising out of or connected with this Agreement shall be instituted and maintained in the courts of Solano County in the State of California or in the United States District Court, Eastern District of California, Sacramento, California, and the parties consent to jurisdiction over their person and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.

26. 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.

27. 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.

28. 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.

29. 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.

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

31. 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.

32. 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.

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

34. 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.

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

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 attachments

[SIGNATURES ON FOLLOWING PAGE]

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

Akin Gump Strauss Hauer & Feld, LLP
Limited Liability Partnership

By: *Susan H Lent*
Susan Lent
Partner

DATE: 3/20/20

CITY OF VALLEJO,
a municipal corporation

DocuSigned by:
Greg Nyhoff
64FD6DE223924B1...
By: Greg Nyhoff
City Manager

4/15/2020
DATE: _____

ATTEST:
DocuSigned by:
Dawn G. Abrahamson
1489DDA0095D425...
By: Dawn Abrahamson
City Clerk

(City Seal)



APPROVED AS TO CONTENT:

DocuSigned by:
Greg Nyhoff
C4FD6DE223924B1...
Greg Nyhoff
City Manager

APPROVED AS TO FORM:

DocuSigned by:
Randy Risner
5852E87D44224CC...
Claudia Quintana
City Attorney

APPROVED AS TO INSURANCE:

DocuSigned by:
Erika Leahy
38C81B520908480...
Erika Leahy
Risk Manager

1. The above information was obtained from the following sources:

DELAWARE
COUNTY, MISSOURI

11. What is the purpose of the study?
To determine if there is a relationship

100-443887-1

1950-1951

[illegible][illegible]

1944

[illegible]

ALICE B. WOODS
1000 1st St.
Albany, N.Y.
12202



EXHIBIT A

SCOPE OF WORK

- 1. Representatives.** The City Representative for this Agreement is:

Terrance Davis
Public Works Director
City of Vallejo
555 Santa Clara Street
Vallejo, CA 94590
(707) 648-4316
Fax: (707) 648-4691

The Consultant's Representative for this Agreement is:

Susan Lent
Partner
Akin Gump Strauss Hauer & Feld LLP
2001 K Street, N.W.
Washington, D.C. 20006
(202) 887-4559
Fax: (202) 887-4288

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.** The services provided shall be as set forth in Attachment 1 of Exhibit A, attached hereto and incorporated herein by this reference.

- 3. Time for Performance.** Consultant will perform the services according to the schedule contained in Attachment 1 of Exhibit A. If the schedule calls for the services to be performed in phases or discrete increments, Consultant shall not proceed from one phase or increment to the next without written authorization from the City's Representative.

- 4. Key Personnel.** All of the individuals identified below are necessary for the successful prosecution of the services due to their unique expertise and depth and breadth of experience. There shall be no change in the personnel listed below, without written approval of the City Representative. Consultant recognizes that the composition of this team was instrumental in the City's decision to award the work to Consultant and that compelling reasons for substituting these individuals must be demonstrated for the City's consent to be granted. Any substitutes shall be

persons of comparable or superior expertise and experience. Failure to comply with the provisions of this section shall constitute a material breach of Consultant's obligations under this Agreement and shall be grounds for termination.

Key personnel are as follows: Susan Lent; Dario Frommer.

EXHIBIT B

COMPENSATION

1. Consultant's Compensation.

A. Services: City agrees to pay Consultant, at the rate(s) specified below, for those services set forth in Exhibit A of this Agreement and for all authorized reimbursable expenses, for a total not to exceed Sixty Thousand [\$60,000.00].

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

B. Additional Services:

1. Additional Services are those services related to the scope of Services of Consultant as set forth in Exhibit A but not anticipated at the time of execution of this Agreement. Additional Services shall be provided only when a Supplemental Agreement authorizing such Additional Services is approved by the City Manager, or his or her designee. City reserves the right to perform any Additional Services with its own staff or to retain other Consultants to perform said Additional Services.

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 as listed in Attachment 1 of Exhibit B, attached hereto and incorporated herein by this reference.

3. Consultant's Reimbursable Expenses. Reimbursable Expenses shall be limited to actual reasonable expenditures of Consultant for expenses that are necessary for the proper completion of the Services and shall only be payable if specifically authorized in advance by City.

4. Payments to Consultant.

A. Payments to Consultant shall be made within a reasonable time after receipt of Consultant's invoice, said payments to be made in proportion to services performed. Consultant may request payment on a monthly basis. Consultant shall be responsible for the cost of supplying all documentation necessary to verify the monthly billings to the satisfaction of City.

B. All invoices submitted by Consultant shall contain the following information:

1. Description of services billed under this invoice
2. Date of Invoice Issuance
3. Sequential Invoice Number
4. City's Purchase Order Number (if issued)
5. Social Security Number or Taxpayer Identification Number
6. Amount of this Invoice (Itemize all Reimbursable Expenses")
7. Total Billed to Date

C. Items shall be separated into Services and Reimbursable Expenses. Billings that do not conform to the format outlined above shall be returned to Consultant for correction. City shall not be responsible for delays in payment to Consultant resulting from Consultant's failure to comply with the invoice format described above.

D. Request for payment shall be sent to:

Michelle Straub
Executive Assistant
City Manager's Office
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 reasonable advance notice, which shall not be less than 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.

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.

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

A. Insurance Services Office form number GL 0002 covering Comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).

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

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

D. Professional Liability insurance appropriate to the Consultant's profession (Errors and Omission).

2. Minimum Limits of Insurance. Consultant shall maintain limits no less than:

A. 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.

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

C. 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.

D. Professional Liability (Errors and Omission): \$1,000,000 combined single limit per occurrence, and annual aggregate.

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

A. The City of Vallejo, its officers, officials, employees, agents and volunteers are to be covered as additional insureds as respects; liability, including defense costs, arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City of Vallejo, its officers, officials, employees, agents or volunteers. The insurance is to be issued by companies licensed to do business in the State of California.

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

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

D. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

E. 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.

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

5. Verification of Coverage. Consultant shall furnish the City with certificates of insurance and original endorsements effecting general and automobile liability

insurance coverage required by this clause. The certificates and 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.

6. 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.

7. 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.

**FIRST AMENDMENT TO
AGREEMENT BETWEEN
CITY OF VALLEJO
AND
AKIN GUMP STRAUS HAUER & FELD, LLP**

Approved as to form:

By:  for
Randy J. Risner
Interim City Attorney

This First Amendment to the Master Agreement made and entered into on April 1, 2020, hereafter referred to as Agreement, between Akin Gump Straus Hauer & Feld, a Limited Liability Partnership, therein referred to as Consultant, and the City of Vallejo, a municipal corporation, therein referred to as City, is made and entered into on this 30th day of September 2020.

Consultant and City do mutually agree as follows:

1. Revised Term of the Agreement. The Agreement term is currently scheduled to expire on September 30, 2020. As of the date of this First Amendment, the term of the Agreement is extended to and shall expire on December 31, 2020

2. Payment for Services. In consideration of Consultant continuing to provide Services, Consultant shall be paid an additional amount not to exceed thirty thousand dollars and no/100 cents (\$30,000.00). The maximum not to exceed amount specified in Exhibit B of the Agreement is increased by said amount and the new not to exceed amount is ninety thousand dollars and no/100 cents (\$90,000.00).

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

3. Integration. This First Amendment contains the entire agreement between the parties with respect to its subject matter and supersedes whatever oral or written understanding they may have had prior to the execution of this First Amendment. This First Amendment shall not be amended or modified except by a written agreement executed by each of the parties. Except as specifically revised herein, all terms and conditions of the Agreement shall remain in full force and effect, and Consultant shall perform all duties, obligations and conditions required under the Agreement.

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

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

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

7. Facsimile Signatures. This First Amendment shall be binding upon the receipt of facsimile signatures; provided, however, that any person transmitting his or her signature by facsimile shall promptly send an original signature to the other party at the addresses noted below:

City: Terrance Davis, Public Works Director
City of Vallejo
555 Santa Clara Street
Vallejo, CA 94590

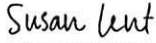
Consultant: Susan Lent, Partner
Akin Gump Straus Hauer & Feld, LLP
2001 K Street NW
Washington, DC 20006

8. Authority. The person signing this First Amendment for Consultant hereby represents and warrants that he or she is fully authorized to sign this First Amendment on behalf of Consultant.

(SIGNATURES ARE ON THE FOLLOWING PAGE)

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

AKIN GUMP STRAUS HAUER & FELD,
a Limited Liability Partnership

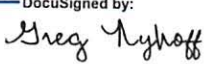
BY: 
SUSAN LENT
Partner

DATE: 11/2/2020

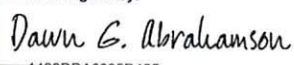
(City Seal)



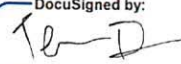
CITY OF VALLEJO,
a municipal corporation

BY: 
GREG NYHOFF
City Manager
11/19/2020

DATE: _____

ATTEST: 
DAWN ABRAHAMSON
City Clerk

APPROVED AS TO CONTENT:


TERRANCE DAVIS
Public Works Director

APPROVED AS TO FORM:


RANDY RISNER
Interim City Attorney

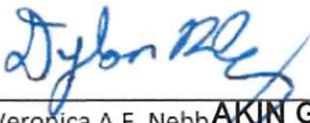
APPROVED AS TO INSURANCE:


HEATHER RUIZ
Interim Risk Manager

Approved as to form:

**SECOND AMENDMENT TO
AGREEMENT BETWEEN
CITY OF VALLEJO
AND**

By:



for

Veronica A.F. Nebb
City Attorney

AKIN GUMP STRAUS HAUER & FELD, LLP

This Second Amendment to the Master Agreement made and entered into on April 1, 2020, hereafter referred to as Agreement, between Akin Gump Straus Hauer & Feld, a Limited Liability Partnership, therein referred to as Consultant, and the City of Vallejo, a municipal corporation, therein referred to as City, is made and entered into on this 16th day of December 2020.

Consultant and City do mutually agree as follows:

1. Revised Term of the Agreement. The Agreement term is currently scheduled to expire on December 31, 2020. As of the date of this Second Amendment, the term of the Agreement is extended to and shall expire on December 31, 2021.

2. Payment for Services. In consideration of Consultant continuing to provide Services, Consultant shall be paid an additional amount not to exceed one hundred twenty thousand dollars and no/100 cents (\$120,000.00). The maximum not to exceed amount specified in Exhibit B of the Agreement is increased by said amount and the new not to exceed amount is two hundred ten thousand dollars and no/100 cents (\$210,000.00).

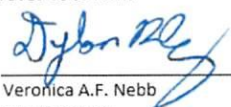
Consultant agrees that the amount of increase in the not to exceed amount specified above shall constitute full compensation for Services, and shall fully compensate Consultant for any and all direct and indirect costs that may be incurred by Consultant in connection with the provided Services, including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

3. Integration. This Second Amendment contains the entire agreement between the parties with respect to its subject matter and supersedes whatever oral or written understanding they may have had prior to the execution of this Second Amendment. This Second Amendment shall not be amended or modified except by a written agreement executed by each of the parties. Except as specifically revised herein, all terms and conditions of the Agreement shall remain in full force and effect, and Consultant shall perform all duties, obligations and conditions required under the Agreement.

4. Inconsistencies. In the event of any conflict or inconsistency between the provisions of this Second Amendment and the Agreement, the provisions of this Second Amendment shall control in all respects.

5. Ambiguities. The parties have each carefully reviewed this Second Amendment and have agreed to each term of this Second Amendment. No ambiguity shall be presumed to be construed against either party.

Approved as to form:


By: Veronica A.F. Nebb for
City Attorney

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

7. Facsimile Signatures. This Second Amendment shall be binding upon the receipt of facsimile signatures; provided, however, that any person transmitting his or her signature by facsimile shall promptly send an original signature to the other party at the addresses noted below:

City: Terrance Davis, Public Works Director
City of Vallejo
555 Santa Clara Street
Vallejo, CA 94590

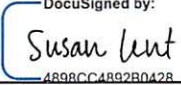
Consultant: Susan Lent, Partner
Akin Gump Straus Hauer & Feld, LLP
2001 K Street NW
Washington, DC 20006

8. Authority. The person signing this Second Amendment for Consultant hereby represents and warrants that he or she is fully authorized to sign this Second Amendment on behalf of Consultant.

(SIGNATURES ARE ON THE FOLLOWING PAGE)

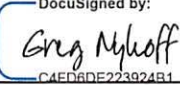
IN WITNESS WHEREOF, the parties have entered into this Second Amendment on the day and year first hereinabove appearing.

AKIN GUMP STRAUS HAUER & FELD,
a Limited Liability Partnership

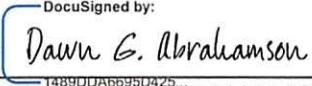
BY: 
4898CC4B92B0428
SUSAN LENT
Partner

DATE: 1/12/2021

CITY OF VALLEJO,
a municipal corporation

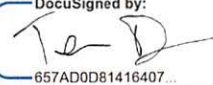
BY: 
C4ED6DE223924B1
GREG NYHOFF
City Manager

DATE: 2/4/2021

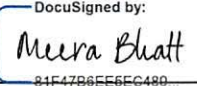
ATTEST: 
1489DDA655D425
DAWN G. ABRAHAMSON
City Clerk

(City Seal)

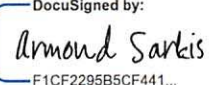
APPROVED AS TO CONTENT:


657AD0D81416407...
TERRANCE DAVIS
Public Works Director

APPROVED AS TO FORM:


81F47B6EE6EC480...
VERONICA A.F. NEBB
City Attorney

APPROVED AS TO INSURANCE:


F1CF2295B5CF441...
ARMOND SARKIS
Risk Manager





DATE: December 20, 2021
TO: Mayor and Members of the City Council
FROM: Christina Ratcliffe, Interim Planning & Development Services Director
Margaret Kavanaugh-Lynch, Planning Manager
SUBJECT: ADOPT RESOLUTION APPROVING A TEMPORARY USE PERMIT FOR THE CREATION OF TEMPORARY LIVING FACILITY AT 921 AMADOR STREET (TUP 21-0007)

RECOMMENDATION

Conduct the public meeting and adopt a resolution approving the Temporary Use Permit at 921 Amador Street for a period of thirty days.

REASONS FOR RECOMMENDATION

Staff recommends that the City Council approve the Temporary Use Permit for the creation of a temporary living facility at 921 Amador Street based on the findings and subject to the conditions contained in the staff report.

BACKGROUND AND DISCUSSION

Project Description

The project consists of a temporary facility comprised of a maximum of 40 tents that will serve up to 65 houseless persons with case management including social, mental health, housing placement, medical, and other services. The tents are 7.5' by 7.5' in size and are proposed to be set up in two rows along the southern edge of an existing parking lot with a 5' walking path between the rows for pedestrian access. Each tent will be made of fire-resistant material and have a number assigned to it on the outside. A map will be posted at the main gate to allow for easy identification and emergency access. Inside each tent will be secure containers that will be used to hold each inhabitant's personal belongings.

The project site has a General Plan designation of "Mix of Housing Types" and is designated "Residential Medium Density" on the Zoning Map. As such, the proposed temporary residential use is consistent with the General Plan and the Zoning designation. However, Staff believes that the proposed location of the tents on the site is not optimal, as it is only a few feet from an existing house on the neighboring parcel. As noted below, Staff is recommending that the applicant revise the site plan to locate the tents closer to Packard Alley on the north side of the property, further away from existing homes.

The project area will be delineated with privacy fencing, six feet in height. Two gates for access are proposed. The main gate, facing Packard Alley in the northwest corner of the site, is proposed to have a large tent that will serve as a location for a monitor and central service center for the inhabitants of the facility. A second service gate is proposed to be located on the eastern edge of the project area, abutting Amador Street. This access point is to remain locked except when in use to service the facility.

Four porta-potties are proposed to be located in the project area: one on the eastern edge of the site, two in the middle of the site and one next to the large tent adjacent to the main gate. Per the application's project narrative, basic sanitation, potable water, a power source as well as case management services will be provided to the inhabitants. Exterior lighting shall be provided throughout the site. Attachment 3 includes a Project Description submitted by the Applicant.

**Subject: ADOPT RESOLUTION APPROVING A TEMPORARY USE PERMIT FOR THE
CREATION OF TEMPORARY LIVING FACILITY AT 921 AMADOR STREET (TUP
21-0007)
Page 2**

Staff from the Fire, Police, and Planning and Development Services reviewed this application and provided conditions of approval to ensure that public health and safety would be maintained.

Section 16.339.02.K.3 of the City's Zoning Ordinance lists specific regulations related to the use of tents. This includes a maximum time limitation of 30 days. The applicant may choose to apply for an extension of the Permit which, if approved, could extend the Permit for up to one year. If this Temporary Use Permit is approved, the extension application will need to be submitted to the City by January 10, 2022, to allow staff to process the permit in a timely manner. Staff suggests providing an update to the City Council on how the Temporary Use Permit is being implemented before consideration of an extension.

It is accurate to state that this is a challenging situation. Over 60 persons served by Project Room Key (PRK) will lose their housing on January 5, 2022. While there has been a concerted effort on the part of the City to find housing for all of these people, the process is difficult and there are clearly more unhoused individuals city wide than available shelter spaces currently, including individuals currently in PRK. The Temporary Use Permit application was submitted on December 9, 2021, and is in response to this pressing need. Because of the community concerns, as well as the short timeframe due to PRK closure, staff elevated this to the Council level for consideration and decision. This proposal offers an innovative, temporary option for providing temporary housing and much needed services for the unhoused individuals who will lose their shelter and services on January 5, 2022. Staff notes that this proposal by a non-profit and property owner provides an opportunity for continued services for these unhoused people, and is not a City project.

Community Response

City staff have received twenty-two written comments from the public and these are included as Attachment 5. Concerns included increased litter, debris, possible criminal acts, noise, as well as questions as to the details of its operation, funding sources (if there was enough revenue to support the operations), and the lack of experience of the applicant. There were also questions related to the possibility of animals being allowed to reside in the facility, and a lack of community outreach. There was one email in support of the project. Based on the comments, staff added conditions of approval to address all the issues listed above.

Staff believes that the project, as conditioned, meets the required findings and provides for this temporary project to be operated in a safe and healthy manner for a period of 30 days.

Staff has added conditions of approval that the applicant provide the following:

1. Revised site plan locating tents further from residential uses
2. Security and Staffing Plan
3. Waste Management Plan
4. Temporary Parking Plan
5. Emergency Medical Plan

Temporary Use and Possible Extension

If approved and thereafter the applicant wants to continue the use longer than 30 days, they would need to apply for an extension of the Temporary Use Permit. If such a request were made, staff would hear from the public, the applicant and the inhabitants about how the facility is operating and approve or deny at a staff level based on the operation and applicable findings, or could return the item to Council for analysis of possible extension up to one year. Additional conditions could be added to further ensure the use is operating in keeping with the required findings listed in the section below if necessary.

**Subject: ADOPT RESOLUTION APPROVING A TEMPORARY USE PERMIT FOR THE
CREATION OF TEMPORARY LIVING FACILITY AT 921 AMADOR STREET (TUP
21-0007)**

Page 3

At any time after approval, the Council could determine that the use was not operating consistent with the applicable findings, and could require that it be shut down by revoking the permit. Staff has added a condition that the applicant submit a performance bond or other security of an amount to be agreed to by the Planning and Development Services Director to assure that any facilities or structures used for the proposed temporary use will be removed and that the property will be restored to its former condition at project conclusion.

This Temporary Use Permit affords the City and the community 30 days to see if this approach to providing temporary emergency shelter for people is successful. Staff recommends that the City Council approve this short-term, temporary permit based on the findings and conditions included in this report.

Findings

Section 16.339.03 of the Zoning Ordinance requires the following Findings to be made in order to approve a Temporary Use Permit:

1. The operation of the requested use at the location proposed and within the time period specified will not jeopardize, endanger, or otherwise constitute a menace to the public health, safety, or general welfare;

As conditioned, the operation of the requested use will not jeopardize, endanger, or otherwise constitute a menace to the public health, safety, or general welfare because it will provide basic services for up to 65 unhoused community members while ensuring that the surrounding neighborhood maintains its existing standard of living rather than having these individuals without housing camping in unsafe and unhealthy living conditions on the street. Requirements have been included to ensure public health and safety of the inhabitants and the neighbors surrounding the facility. These elements include restrooms, periodic bathing facilities as well as monitors and security patrols.

2. The proposed site is adequate in size and shape to accommodate the temporary use without material detriment to the use and enjoyment of other properties located adjacent to and in the vicinity of the site;

As conditioned, the proposed site is adequate in size and shape to accommodate the temporary use without material detriment to the use and enjoyment of other properties located adjacent to and in the vicinity of the site since requirements have been included to limit the maximum number of tents and inhabitants, ensure that the tents are appropriately located on site, as well as to control noise, litter and debris as well as light and glare.

3. The proposed site is adequately served by streets or highways having sufficient width and improvements to accommodate the kind and quantity of traffic that the temporary use will or could reasonably generate; and

The proposed site is adequately served by streets or highways having sufficient width and improvements to accommodate the kind and quantity of traffic that the temporary use will or could reasonably generate, since the use is not anticipated to generate much additional traffic as the inhabitants are not expected to bring vehicles. Most of the traffic will be minor in nature and created by service providers and volunteers. The site is served by Amador Street, which measures approximately 59' in width and is a public thoroughfare, and Packard Alley.

4. Adequate temporary parking to accommodate vehicular traffic to be generated by the use will be available either on-site or at alternate locations acceptable to the Director.

**Subject: ADOPT RESOLUTION APPROVING A TEMPORARY USE PERMIT FOR THE
CREATION OF TEMPORARY LIVING FACILITY AT 921 AMADOR STREET (TUP
21-0007)**

Page 4

Adequate temporary parking to accommodate vehicular traffic to be generated by the use will be available on-site since the inhabitants do not typically own vehicles and the majority of the vehicular trips associated with the use will be created by service providers and volunteers and church use. There is a private parking area included in the project site.

FISCAL IMPACT

Approval of the Project will have no impact on the General Fund.

ENVIRONMENTAL REVIEW

The proposed project is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to the following :

1) Section 15304.E (Class 4 “Minor Alterations to Land”) of the California Environmental Quality Act (CEQA) Guidelines, since the Project involves a minor temporary use of an existing parking lot, by erecting tents and temporary sanitation facilities for the sheltering of unhoused individuals on an emergency basis; **2)** Section 15332. (Class 32 “In-Fill Development Projects”) of the Guidelines, since the project meets all of the criterion stipulated in this Class in that: a) The project is consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations; (b) The proposed development occurs within city limits on a project site of no more than five acres substantially surrounded by urban uses; (c) The project site is already developed and has no value as habitat for endangered, rare or threatened species; (d) Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality; and (e) The site can be adequately served by all required utilities and public services; **3)** Section 15269. (“Emergency Projects”) of the Guidelines, in that the project is being undertaken to house individuals who will be displaced by the winding down of Project Room Key and would otherwise be homeless during the COVID-19 pandemic; and **4)** Section 15311(c) (Class 11 “Accessory Structures”), since the project involves the placement of temporary tent and sanitation facilities in an existing parking lot of a church facility.

ATTACHMENTS

1.	Resolution Granting TUP 21-0007 _CAO Stamp_FINAL
2.	Hope Village Exhibit A CoA Final
3.	Attachment 2 Hope Village Site Plan
4.	Attachment 3 Hope Village Temporary Use Permit Description
5.	Attachment 4 Tent Specification
6.	Attachment 5 Public Comments Hope Village

CONTACT

Margaret Kavanaugh-Lynch, Planning Manager
margaret.kavanaugh-lynch@cityofvallejo.net (707) 648-8604

Approved as to form:

By:  _____ for
Veronica A.F. Nebb
City Attorney

RESOLUTION NO. 21 - _____ N.C.

RESOLUTION APPROVING TEMPORARY USE PERMIT (TUP 21-0007) FOR A TEMPORARY LIVING FACILITY AT 921 AMADOR STREET IN VALLEJO, CALIFORNIA FOR A PERIOD OF THIRTY DAYS

WHEREAS, on December 9, 2021, the City of Vallejo (City) received an application from 4th Second, Inc. to create a temporary living facility comprised of up to a maximum of 40 tents at 921 Amador Street at the southern edge of the parking lot of the Church of the Nazarene to serve up to 65 houseless persons; and

WHEREAS, the proposed facility will provide case management services, including social, mental health, housing placement, and medical services, to approximately 60 including potentially persons who have been served by Project Room Key during the COVID-19 pandemic for whom alternative housing cannot be found and who will lose their housing on January 5, 2022; and

WHEREAS, the proposed facility includes privacy fencing, four on-site porta-potties, potable water, washing stations, a power source, and exterior motion lighting; and

WHEREAS, City staff in the Fire, Police, and Planning and Development Services Departments have reviewed the temporary use permit application and provided conditions of approval to ensure that the public's health and safety will be maintained if the permit is approved; and

WHEREAS, those conditions require the applicant to provide: 1) a revised site plan to locate the tents away from residential uses; 2) a security plan; 3) a waste management plan; 4) a temporary parking plan; and 5) an emergency medical plan; and

WHEREAS, the proposed site is designated under the General Plan as "Mix of Housing Types" and as "Residential Medium Density" on the Zoning Map;

WHEREAS, Section 16.339.03 of the City's Zoning Ordinance requires specific findings be made to approve a Temporary Use Permit; and

WHEREAS, Section 16.339.02.K.3 of the City's Zoning Ordinance lists specific regulations related to the use of tents, including a maximum time limitation of 30 days, with a possible extension of up to one year upon further approval; and

WHEREAS, the Record upon which the City Council bases its decision on the project at issue herein, includes, but is not limited to: (1) staff's determination the project is

categorically exempt from the California Environmental Quality Act (CEQA) as provided in the staff report; (2) the staff report, City files and records and other documents prepared for and/or submitted to the City relating to the environmental document and the project; (3) the evidence, facts, findings and other determinations set forth in this resolution; (4) all designs, plans, studies, data and correspondence submitted to the City in connection with the environmental document and the project; (7) all documentary and oral evidence received during the public meeting regarding the environmental document and the project; (8) all other matters of common knowledge to the City Council including, but not limited to, City, state, and federal laws, policies, rules, regulations, reports, records and projections related to development within the City of Vallejo and its surrounding areas.

WHEREAS, the City Council considered testimony and evidence, both written and oral, provided at the public meeting, as well as other documents contained in the record relating to the project, which are maintained in the offices of the City of Vallejo Planning Division; and

NOW THEREFORE, based on the entirety of the Record before it, the City Council hereby makes the following findings:

CALIFORNIA ENVIRONMENTAL QUALITY ACT FINDING:

The proposed project is exempt from the provisions of the CEQA pursuant to Guidelines Section 15304.E (Class 4 “Minor Alterations to Land”), since the project involves a minor temporary use of an existing parking lot consisting of the erection of tents and temporary sanitation facilities for the sheltering of unhoused individuals on an emergency basis; 2) Section 15332 (Class 32 “In-Fill Development Projects”), since the project meets all of the of the criterion stipulated in this Class in that: a) the project is consistent with the applicable general plan designation and all applicable general plan policies as well as all applicable zoning regulations; b) the proposed development occurs within city limits on a project site of no more than five acres substantially surrounded by urban uses; c) the project site is already developed and has no value as habitat for endangered, rare or threatened species; d) approval of the project would not result in any significant effects relating to traffic, utilities and public services; 3) Section 15269 (“Emergency Project”) in that the project is being undertaken to house currently unhoused individuals during the COVID-19 pandemic including some who will be displaced by the winding down of Project Room Key and for whom alternate housing cannot be secured; and 4) Section 15311(c) (Class 11 “Accessory Structures”), since the project involves the placement of temporary tents and sanitation facilities in an existing parking lot of a church facility.

II. ZONING AND GENERAL PLAN CONSISTENCY

The proposed residential use is consistent with Zoning and General Plan in that the project site is designated “Residential Medium Density” on the City’s Zoning Map and “Mix of Housing Types” under the City’s General Plan.

III. FINDINGS RELEVANT TO THE APPROVAL OF THE TEMPORARY USE PERMIT (VMC Section 16.16.339.03):

1. The operation of the requested use at the location proposed and within the time period specified will not jeopardize, endanger, or otherwise constitute a menace to the public health, safety, or general welfare.

Facts in Support: *As conditioned, the operation of the requested use will not jeopardize, endanger, or otherwise constitute a menace to the public health, safety, or general welfare because it will provide basic services for up to 65 unhoused community members while ensuring that the surrounding neighborhood maintains its existing standard of living rather than releasing these individuals without housing and placing them back into unsafe, unhealthy living conditions on the street. Requirements have been included to ensure public health and safety of the inhabitants and the neighbors surrounding the facility. These elements include restrooms, periodic bathing facilities, as well as monitors and security patrols.*

2. The proposed site is adequate in size and shape to accommodate the temporary use without material detriment to the use and enjoyment of other properties located adjacent to and in the vicinity of the site.

Facts in Support: *As conditioned, the proposed site is adequate in size and shape to accommodate the temporary use without material detriment to the use and enjoyment of other properties located adjacent to and in the vicinity of the site since requirements have been included to limit the maximum number of tents and inhabitants, to ensure that the tents are appropriately located on the site, as well as to control noise, litter, and debris and light and glare.*

3. The proposed site is adequately served by streets or highways having sufficient width and improvements to accommodate the kind and quantity of traffic that the temporary use will or could reasonably generate.

Facts in Support: *The proposed site is adequately served by streets or highways having sufficient width and improvements to accommodate the kind and quantity of traffic that the temporary use will or could reasonably generate since the use is not anticipated to generate much additional traffic as the inhabitants are not expected to bring vehicles. Most of the traffic will be created by service providers and volunteers. The site is bounded by Packard Alley and Amador Street, which measures approximately 59' in width and is a public thoroughfare.*

4. Adequate temporary parking to accommodate vehicular traffic to be generated by the use will be available either on-site or at alternate locations acceptable to the Director.

Facts in Support: *Adequate temporary parking to accommodate vehicular traffic to be generated by the use will be available either on-site since the inhabitants do not typically own vehicles and the majority of the vehicular trips associated with the use will be created by service providers and volunteers. There is a private parking area included on the project site.*

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Vallejo, State of California, that based on the findings above, the evidence and testimony, both written and oral, presented at the City Council meeting, and the record as a whole, the City Council hereby GRANTS the Temporary Use Permit (TUP 21-0007) for a temporary living facility at 921 Amador Street in Vallejo, California, subject to the Conditions of Approval attached hereto as Exhibit A.

Adopted by the City Council of the City of Vallejo at a special meeting held on December 20, 2021 with the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ROBERT MCCONNELL, MAYOR

ATTEST:

DAWN G. ABRAHAMSON, CITY CLERK

CONDITIONS OF APPROVAL

**Temporary Use Permit 21-0007
921 Amador St, Vallejo, CA 94589
APN # 0056-096-210**

A. PLANNING DIVISION

Pre-Operation

1. Prior to the commencement of this use, the Applicant/Property Owner (collectively, Applicant) shall submit a numbered list to the Planning Division with a written response on 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.
2. Prior to the commencement of this use, the Applicant shall receive sign off from the following Divisions/Departments: Planning, Building, Police Department and Fire Department. A walk through of the site shall be required. Please contact the Planning Division at least 72 hours before the commencement of the use to schedule date and time of inspection.
3. Prior to the commencement of this use, the Applicant shall identify and gain approval of any other necessary operating permits from other agencies, including the Solano County Health Department.
4. Prior to the commencement of this use, the Applicant shall submit the following plans to the Director of Planning and Development Services for their review and consideration. The requested use shall not be commenced until Applicant receives the written approval by the Director of Planning and Development Services of the applicable plan:
 - a. A revised site plan showing the tents located closer to the northern side of the site, near Packard Alley, and away from existing homes and that identifies locations of the waste receptacles.
 - b. A Security and Staffing Plan that provides a detailed summary of how the site shall be maintained in a way that ensures health, safety and welfare of the inhabitants and the surrounding community as well as identifying staffing to implement the Safety Plan and site operations. This plan must identify a 24-hour staff contact phone number in case of program issues. This number must be posted at the site.
 - c. A Waste Management Plan that includes the number and location of waste and recycling receptacles on site, provides for a designated individual or group to walk the site and the surrounding 200 feet of property, no less than once daily, to collect all loose trash and place in appropriate containers for pickup by Recology. In addition, the plan shall provide a detailed summary of the terms of the agreement with Recology to ensure that appropriate frequency and duration of waste removal is completed and special on call services are available, if needed.
 - d. A Temporary Parking Plan that includes information that illustrates where the mobile showers, volunteers and service providers shall park when serving the facility. Off- site parking is not permitted. The Temporary Parking Plan shall also address resident vehicles if residents with vehicles will be a part of the program.
 - e. An Emergency Medical Plan that includes the location of first aid equipment on site, a list of medical and psychological services provided to the inhabitants, emergency phone numbers, etc.

- f. Submission of a performance bond or other security at an amount to be agreed to by the Planning and Development Services Director to assure that any facilities or structures used for the proposed temporary use will be removed from the site following the cessation of the use and that the property will be restored to its former condition.
5. Prior to the occupancy of any of the tents, all tents, temporary fencing, lighting and gates shall be inspected by City Staff.

General Requirements

1. The Temporary Use shall be conducted from January 1, 2022 through and including January 30, 2022. In order to operate this use past midnight on January 30, 2022, the Applicant must apply for and receive an Extension of the Permit, as described in Chapter 16.602, Common Procedures, and Section 16.602.12, Expiration and Extension, of the Zoning Ordinance. The Extension application must be submitted and fees paid to the City of Vallejo Planning and Development Services Department no later than January 10, 2022 to allow time for processing.
2. The maximum number of tents on this site shall be 40, plus one service tent.
3. The maximum number of inhabitants shall be 65 at any one time.
4. The applicant shall designate a site monitor to ensure that the site remains free of litter, debris and trash at all times.
5. The applicant shall designate points of contact; one of which is always available and supply their names and contact information to the Police Department and the Planning and Development Services Department.
6. The Applicant shall develop resident rules to address noise, trash, complaint procedure, grounds for removal of residents, prohibited activities (such as use of open heating or cooking appliances, open flame products, smoking rules, etc.)
7. All gate locks shall be approved by the Fire Prevention Officer and must be secured by a Knox box or other approved device that may be opened by first responders.
8. Noise and quiet hours. Maximum Noise Level in dBA (level not to be exceeded more than 30 minutes in any hour) shall not exceed 65 dBA, measured at the property line, pursuant to Table 16.502-C. The exterior noise limits for any source of noise within any residential zone shall be reduced by 10 dBA between 10:00 p.m. and 7:00 a.m. Generators shall only be operated between the hours of 7:00 am to 10:00 pm.
9. Lighting. The following lighting requirements shall apply:
 - a. Exterior lighting shall be in place prior to the use commencing.
 - b. Lights shall be directed and shielded so as not to illuminate adjoining properties.
 - c. Broken or burnt out lights shall be replaced within 48 hours.
10. Applicant 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, applicant'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 the design and construction of the improvements on the site, Applicant's operations, or any subcontractor's operations, to be performed in any way associated with this permit or use, Applicant'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 Applicant, 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. No modification of the project, any application, permit, certification, condition, environmental determination, other approval, change in applicable laws and regulations, or change in processing methods shall alter the Applicant's indemnity obligation.

11. Any proposed modification, alteration, and/or expansion of the use authorized by this Temporary Use Permit shall require the prior review and approval of the City of Vallejo Planning and Development Services Director, unless otherwise specified.

Approval Time/Revocation

12. Approval of this Temporary Use Permit shall automatically expire 30 days from the date of commencement of the use.
13. If the Planning Division, either independently or as a result of complaints from the public, becomes aware that the use is being conducted in a manner which violates the Conditions of this Permit or other applicable City regulations, and Planning Division staff is unable to obtain compliance or abatement, staff will refer the Temporary Use Permit to Code Enforcement and/or the City Council for possible suspension or revocation.

B. BUILDING DIVISION

Steve Arnold | steve.arnold@cityofvallejo.net | (707) 648-4387

1. Permits required per California Code of Regulations, Title 24 and applicable City Ordinance in effect Per 2019 CBC 3103.1 Temporary membrane structures shall comply with California Fire Code if erected less than 180 days.
2. If use continues 180 days or longer, building permits shall be required for any structures greater than 120 square feet and any electrical, plumbing or mechanical equipment or installation.

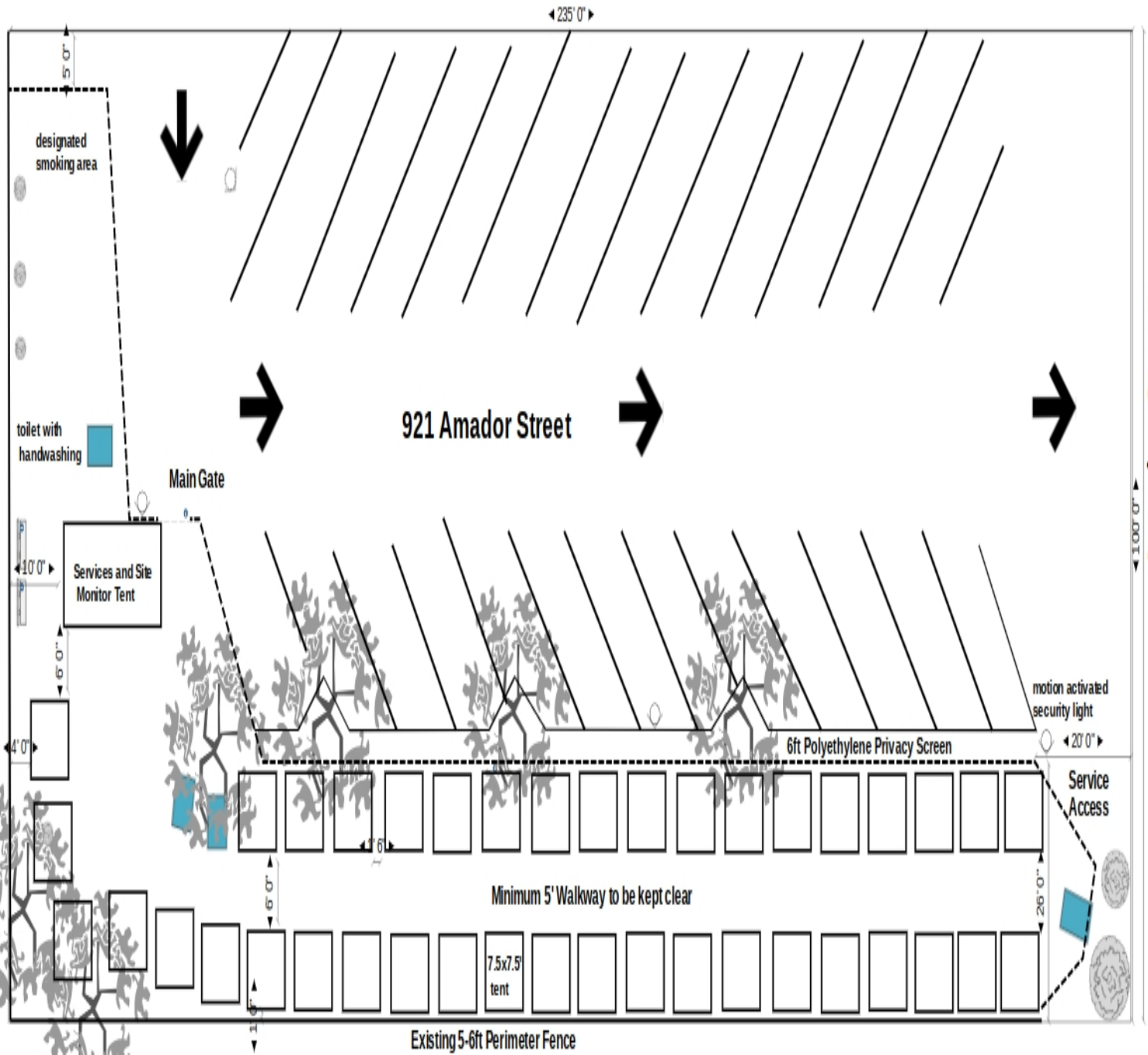
Vallejo First
Hope Center

Vallejo First Great Church

Packard Alley

921 Amador Street

Amador Street



921 Amador St. Temporary Use Description

Introduction

Hope Village will be established as a Housing First, low-barrier, service-enriched safe camping site focused on moving people into permanent housing. While providing temporary living facilities, Hope Village will utilize case management to connect individuals experiencing homelessness to income, public benefits, health services, shelter, and housing. The program shall provide safe shelter within insulated tents, basic needs, and navigation services to move clients out of homelessness and into permanent housing opportunities. Hope Village will be located at 921 Amador St. Vallejo, CA 94590. The maximum number of village members living at this site at any one time is sixty-five (65) people within a maximum number of forty (40) 6ftx12ft tents. Initial Village members will be made up of those unable to find housing when Vallejo's Project RoomKey ends, and people will be invited from the broader community of unstably housed individuals as the initial Hope Village members find housing. 4th Second aims to move at least three (3) people into permanent housing per month and will invite new members as tents become available. The duration of use shall be 30 days with the intention to extend up to 12 months pending the successful operation of the site.

Daily Operations

The daily operations of the site will be the responsibility of the coordinating board and the Hope Village members. Made up of representatives from local nonprofits 4th Second, Vallejo Together, One Love Center for Health, and Fighting Back Partnership, the duty of the coordinating board is to coordinate directly with the Hope Village members and to leverage cross-organizational resources to develop and operate the site, to establish the philosophy of care, and coordinate community member services. They will provide the backbone support to coordinate the site infrastructure and provision of services while acting as a conduit for open, honest, and responsive collaboration with Vallejo First Great Church, service providers, municipal partners, neighbors and community members to ensure overall project success. These operating partners will facilitate secondary partnerships with utilities, waste management, housing navigators, or other service providers. The Coordinating Board is committed to providing a secure environment where individuals and families are able to focus on health and transitioning to permanent housing in clean and safe public and private areas. The Coordinating Board is also committed to providing services and supporting policies that will lead to a high standard of community life for community members within Hope Village and the surrounding neighborhood.

Village members will also be responsible for maintaining some daily operations, supported by volunteers from the Coordinating Board organizations and overseen by a site manager. Overnight site safety personnel will help keep people within Hope Village safe as well as

support the overall safety of the neighborhood. Quiet hours will be maintained from 10PM-6AM. All Hope Village members will sign an agreement to follow village rules to ensure a safe, clean living environment and to peacefully integrate the Village into the surrounding community.

Site Specifics

The site will consist of a maximum forty (40) 6ftx12ft living tents pop-up tents with insulated sleeping tents inside. Each outer tent is equipped with 2 exits and will provide space for basic living activities. The 6x5ft inner insulated tent is large enough for sleeping and allows for body heat to be captured and reflected by the radiant barrier. Spacing between rows of tents shall be maintained at 5ft and free of debris to allow for safe daily and emergency access. Each tent will be identified with a number on the outside and a village map will be posted at the main gate to allow for easy identification and emergency access. Belongings will be kept inside tents and lockable personal storage containers will be provided to community members to enable secure storage of belongings. No open flames or smoking will be permitted within or near the tents. A site monitor and services tent will be located at the main gate facing Packard Alley. The main gate will be monitored and locked to limit entry to village members and approved guests, staff and volunteers only. First Aid kits and fire extinguishers will also be located at the site monitor and services tent. A service access gate will face Amador St. to provide access for waste management, sanitation and emergency services but will otherwise be kept locked. Solar powered motion activated security lighting will be placed at the Village boundary within the parking lot. Further, Solar Lighting will be installed within the village to augment current onsite overhead parking lot lighting in order to provide safety and the basic need of light in the evening. A Solar Generator will be used to power the shower facilities as well as provide a backup for medical devices and refrigeration of medications onsite. Periodically it may be necessary to utilize a fossil fuel powered generator onsite but this option will only be used as a backup and operate between the hours of 9am and 5pm. A six foot privacy screen will be provided within the parking lot to screen the Village visually from the parking lot and maintain safety and privacy of Village members.

Services Offered

Providing simple necessities like bathrooms, hand washing stations, waste management, and safe, lockable storage enables people to move beyond basic survival and supports working towards permanent housing options. Lighthouse Covenant Church in Benicia has donated the use of their shower trailer to provide showers at least 3 days a week onsite. In addition, 1 portable toilet with hand washing per 10 residents will be provided and maintained onsite per CDC recommendations. With the generous support of Recology Vallejo-American Canyon Landfill, recycling, compost and sharps collection will be provided onsite to maintain a clean and safe environment for Village members and the surrounding community. A local laundromat has agreed to sponsor a portion of laundry per month to support Village members, and potable water will be provided by the church. Computers and internet service will be accessible onsite

to provide village members with the connectivity needed to study, conduct work, and access permanent housing. While most village members have access to food stamps, there may be food donated occasionally by local volunteer organizations. All food waste will be disposed of appropriately in the provided waste bins and the site and surrounding public areas maintained in a safe and clean manner.

In addition, Hope Village will provide navigation services for Village members. Case management and housing navigation on site will connect members with social services like food stamps, transportation, federal aid, and permanent housing opportunities. Medical care will be provided by One Love Center for Health and 4th Second's Vallejo Mobile Health to address acute concerns like wounds and infections, as well as chronic conditions like diabetes and heart failure to ensure health doesn't act as a barrier to housing. Mental healthcare will also be offered through local agencies to further address wellness of village members and support stability. Furthermore, an onsite transportation service will be available to take people to appointments, laundry services, etc.

It is the hope of this project, then, that providing a clean, safe, and service-supported place for people to live will support the dignity of those living at Hope Village as well as the neighborhood of which it will be a part.

Contact Information

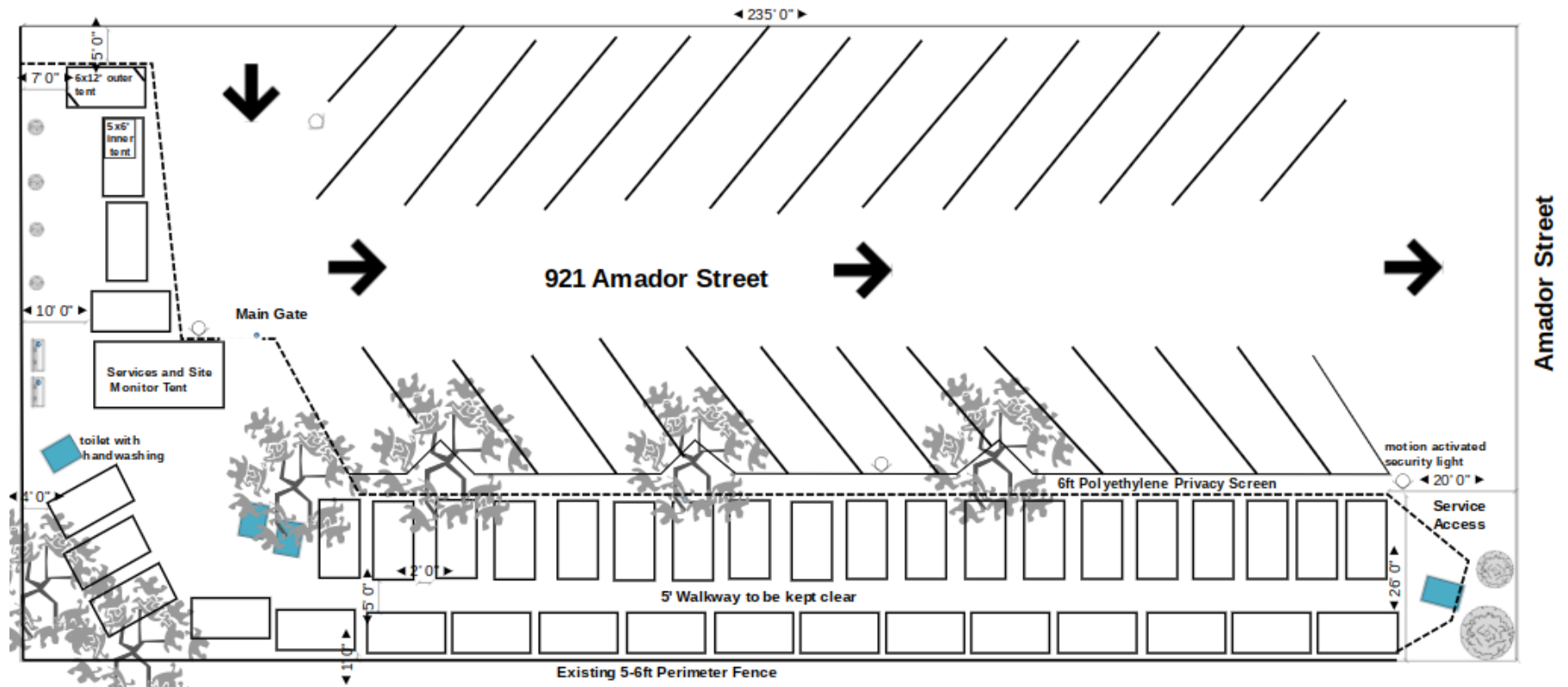
Richard Fisher, Executive Director or his designee shall be the primary point of contact for the project. For Inquiries please email HopeVillage@4thSecond.org.

Site Plan

Vallejo First
Hope Center

Vallejo First Great Church

Packard Alley



Tent Specifications

Outer Tent:

Outsunny 5-8 person ice fishing tent. Made of 300D premium waterproof oxford fabric. The 4 roll-up windows with air breathers located on the side of the tent allows for great ventilation inside the tent to ensure you remain comfortable and avoid overheating if you use a heater inside the tent. Two doors with zippered openings on opposite ends allows for easy access to the tent.

Specification:

- Overall dimension: 141.75"L x 70.75"W x 70.75"H
- Folded dimension: 51.25"L x 7.75"W x 7.75"H
- Color: Black
- Material: Oxford fabric and fiber tube PVC





Inner Sleeping Tent:

Weatherhyde is an innovative all weather shelter. The shelter's skin is waterproof and is reversible such that one side reflects sun to cool inhabitants in summer while the other traps body heat to keep them warm in winter down to 0 degrees Celsius. The shelter provides privacy. WeatherHYDE provides a simple, durable design that allows for tool-less setup in under 15 minutes and supports continuous use for over 2 years.

1. Comfortable in temperatures up to 0 deg C

2. Waterproof outer skin up to 300mm/ hour

3. Fits a family of 5, 2 adults and 3 children

4. High privacy and woman friendly

5. Easy toolless installation & maintenance



6. Low cost repairs affordable all round s

7. Light weight & con Fast implementation

8. Wind stability by p water/ sand into the

9. Designed for appe & night visibility

10. No ground anchor suitable for urban set

FEATURES

- All-season, triple-wall construction
- Reversible skin
- Outer dark skin for heat absorption
- Inner mylar skin to reflect heat
- Removable doors on 2 ends
- Symmetrical free-standing design
- Durable UV-coated nylon
- Waterproof (No rain fly needed)
- Bathtub style, thermally reflective base mat
- Soft insulated thermal barrier
- Velcro locks (zipper-free)
- Dual safety ventilators
- Multiple hook-and-loop guy-out point attachments for ground anchoring
- Reflective strips for night visibility and safety
- Tough and lightweight hollow pipe frame
- Pipe frame can be filled for extra stability

TECHNICAL SPECIFICATIONS

- Sleeping capacity: 5 persons (2 adults, 3 children)
- Packed weight: 15 kgs (33.0 lbs) with the frame
- Packed size: 105 X 68 X 14 cm (41.3 X 26.7 X 5.5 in)
- Floor dimensions: 180 X 150 cm (70.86 X 59 in)
- Floor area: 2.7 sq m (29 sq ft)
- Peak height: 179 cm (5 ft 10.8 in)
- Side wall height: 108 cm (3 ft 6.5 in)
- Number of 2-piece door: 1
- Number of single piece door: 1
- Number of aluminium frame poles: 22
 - 14 telescopic; 8 standard
- Pole outer diameter: 2.6 cm (1 in)
- Skin material 1: 190T (Aurora Green) Nylon
- Insulation material: Polyester wool
- Skin material 2: Fiber-reinforced mylar
- Floor material: Water-resistant fiber-reinforced mylar
- Thermal barrier material: 190T (Aurora Green) Nylon, polyester wool



Model No.
-14477-

Specifications

- **Center Height - 80 inches**
- **Footprint - 90x90 inches**
- **Hub-to-Hub - 110x110 inches**
- **Weight - 39 lbs.**

p/n 114477



C-560 Thermal Hub Shelter

Instruction No. 106240

- Clam Customer Service Information -

NOTICE: Please contact Customer Service directly at the email address or phone number below for any quality issues.

- Customer Service Hrs: 9am to 4pm, Monday – Friday CST
- Phone: 763-231-4120
- Fax: 763-231-4121
- Email: customerservice@clamcorp.com

**** Warranty cannot be honored without an original, dated receipt ****

IMPORTANT! PLEASE READ: Warranty Information

This product is warranted to the original retail purchaser (not transferable) to be free from manufacturers defects for one (1) year from the date of the original purchase. Warranty does not cover cracked windows, tent tears, broken or bent poles due to high wind weather conditions or unattended use. The part will be replaced or repaired (manufacturer's option) if found defective within the one (1) year time frame. Warranty will be void if product has been subject to neglect, misuse, improper installation, misapplication, alteration, or accident including, but not limited to, improper maintenance or use of unauthorized parts or attachments. Please read this entire owner's manual to ensure proper installation, use, storage, and care for your Clam shelter.

To submit a Warranty Claim Request, please use one of the following methods:

- **Email:** CustomerService@ClamCorp.com (Preferred Method)
- **Call:** 763-231-4120
- **Write:** Customer Service – Warranty Department
12135 Brockton Lane N.
Rogers, MN 55369

Information needed to submit a warranty claim: If you need to submit a warranty claim, please e-mail Clam's Customer Service Department at customerservice@clamcorp.com. In your e-mail, please include your full name, address, phone number, a copy of your receipt, a brief description of the problem, and pictures to clearly show the area(s) of concern. Clam's warranty department will review your request and a Clam representative will contact you regarding your claim status. If instructed by warranty department, all returns must be returned with postage pre-paid.

- Limitation of Liability -

It is expressly understood that Clam Corporation's liability for its products, whether due to breach of warranty, negligence, strict liability, or otherwise, is limited to the repair of the product as stated above. Clam Corporation is not liable for any injury, loss, damage, or expense, whether direct or consequential, including but not limited to loss of use, income, profit, or damage to material arising in connection with the sale, installation, use of, inability to use, or the repair or replacement of Clam Corporation products. Clam Corporation reserves the right to make alterations or modifications in its products at any time, which in its opinion, may improve the performance and efficiency of the product. Clam shall not be obligated to make such alterations or modifications to products already in service.

SAFETY INSTRUCTIONS

Please fully understand and follow all safety instructions outlined in this booklet. Failure to do so could result in severe injury.

- Do not use open flame heaters in your ice shelter. Open vents for cross ventilation.
- Ice Armor fabric will melt when contact is made with hot surfaces (i.e., heaters).
- Never leave shelter unattended when set up.
- Due to the increase in traffic (snowmobiles, autos, etc.) on area lakes, ice fishing can be hazardous at night. If you choose to fish at night or in poor visibility conditions, be sure to take precautions with lights or reflectors to show drivers your whereabouts.
- Use external anchors during excessive wind (15+mph)

WARNING

Death from asphyxiation may result from use of oxygen depleting heaters. Open all vents for fresh air ventilation.

Injury or death may result from fire if tent fabric is exposed to open flame.

Tent fabric is not fireproof. Fabric will burn with extended exposure to open flame. Do not use open flame products inside tent. Tent fabric is treated with fire retardant. Application of any foreign substance may render the flame retardant properties ineffective.

Night time: exterior reflectors must be visible to reduce risk of collisions.

This tent is made with flame resistant fabric which meets CPAI-84 specifications.

PARTS LIST

	<u>ITEM #</u>	<u>DESCRIPTION</u>	<u>QTY.</u>	<u>PART NO.</u>
Customer service hours: 9am – 4pm, (CST) Monday-Friday. customerservice@clamcorp.com	1	HUB ASSY	5	103507
	2	ICE ANCHOR	4	102457
	3	EXTERNAL ANCHOR STRAP	4	104042
	4	HUB & POLE KIT (4 POLES & 1 HUB)	5	109078
	5	CARRY BAG	1	105036
	6	BUCKLE ASSY WITH STRAP	4	103244
	7	INSTRUCTIONS/OWNER'S MANUAL	1	106240

Ice Anchors included in small carry pouch

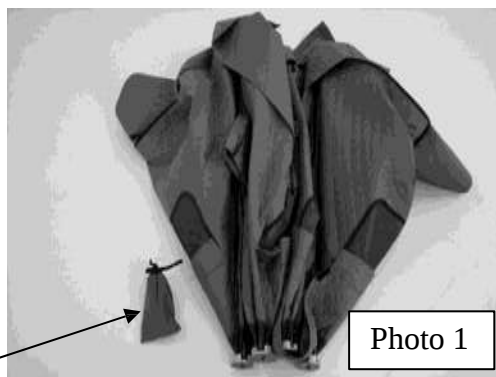
Replacement parts can be ordered on-line at www.clamoutdoors.com

SET-UP INSTRUCTIONS

BEFORE ATTEMPTING TO USE THIS PRODUCT ON THE ICE go to www.clamoutdoors.com and watch the set-up video for hubs shelters provided. Then practice setting up and taking down at home in the comfort of a heated area such as a garage or basement. Repeat several times until comfortable. This will make your on-ice set-up much easier.

NO TOOLS ARE NEEDED FOR SET-UP OF YOUR CLAM HUB SHELTER.

1. Unzip the storage bag completely and remove the shelter. Use care not to misplace the anchor pouch (**Photo 1**). It is advised to store your anchors and pouch in the storage pocket of your carry bag.



Anchor pouch

Photo 1

SET-UP INSTRUCTIONS

2. Open the shelter so that the gray top is facing upward. Lay the shelter as flat on the ice as you can, making sure that the tent is not twisted or overlapping any of the poles (**Photo 2**). Do NOT force the shelter while unfolding.



Photo 2

3. Stand on the skirt of the shelter, grasp the blue loop sewn onto the eyelet in the center of the roof. Pull upward on the loop until the roof section pops up (**Photo 3**).

NOTE: The blue looped hub (roof) gets deployed FIRST on set-up and collapsed LAST on take-down.

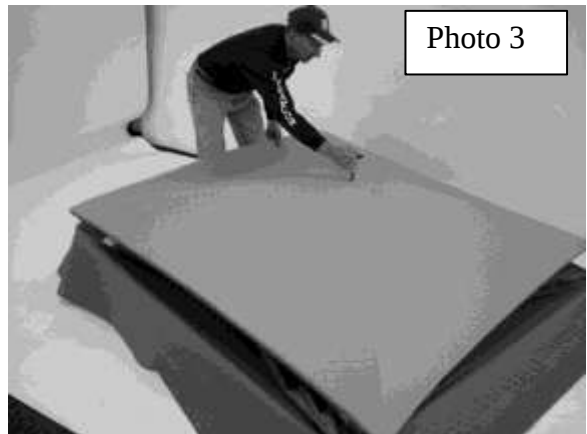


Photo 3

4. Grasp the loop sewn onto the eyelet in the center of one of the walls and pull outward until the wall pops out (**Photo 4**).



Photo 4

5. Walk around the entire shelter and pull each loop sewn onto the eyelet in the center of the wall until all sides are popped out (**Photo 5**).



Photo 5

SET-UP INSTRUCTIONS

6. Your shelter should be standing up completely **(Photo 6)**. Anchor the shelter to the ice by using ice anchors and straps.

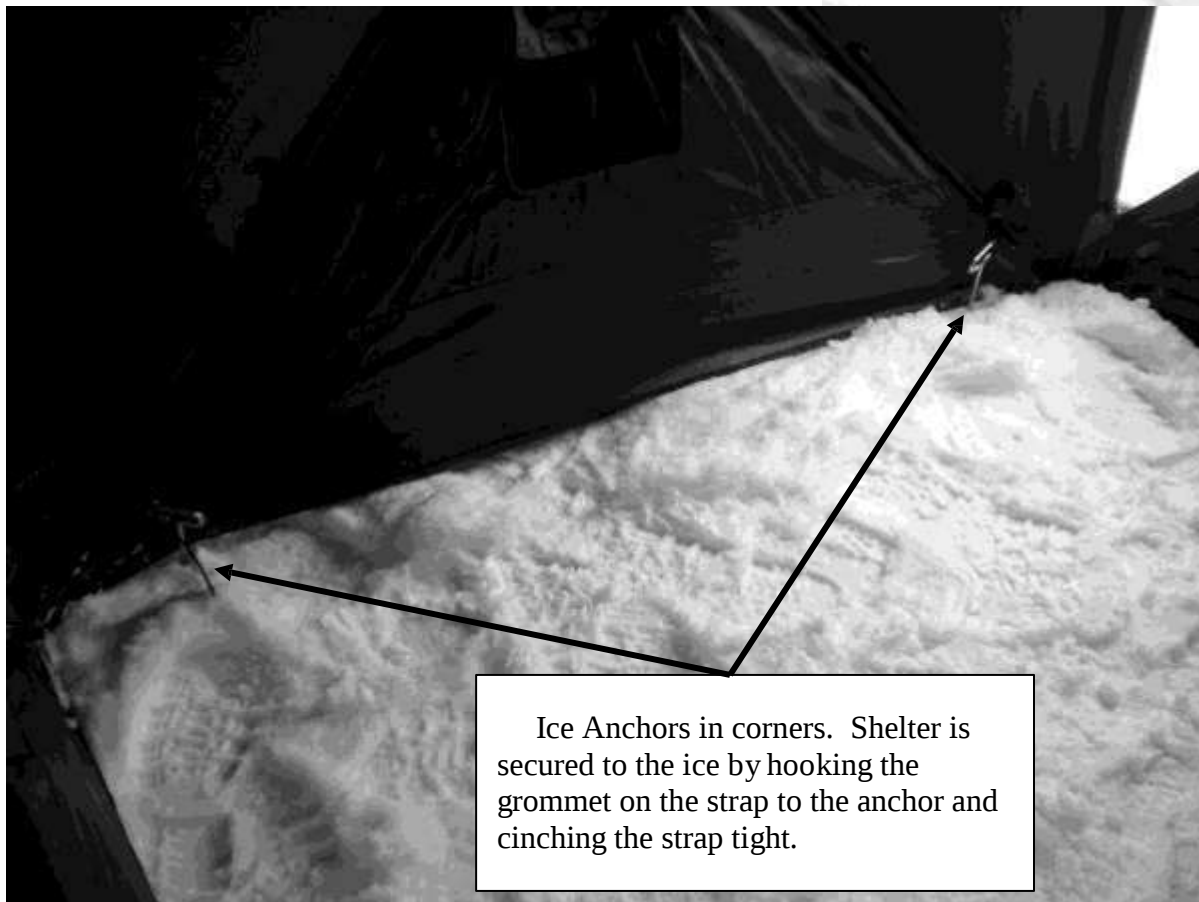
Screw ice anchors into the ice near the corners of the shelter using Clam's Ice Anchor Installation Tool PN 108348 (not included). Feed the adjustable strap grommet onto the ice anchor and cinch the strap tight **(Photo 7)**. Repeat for each anchor drilled into the ice. In windy conditions you may need to screw an anchor outside the shelter several feet away from the hub on the windward side and attach a strap found in the pockets under each side panel hub from the hub eye bolt to the remote anchor. Adjust strap so that it is snug between hub and anchor. This will help keep the shelter in place and the walls from collapsing. If more anchors are needed, order PN 108064 (pack of two) via www.clamoutdoors.com.



Photo 6



Photo 7



Ice Anchors in corners. Shelter is secured to the ice by hooking the grommet on the strap to the anchor and cinching the strap tight.

TAKE-DOWN INSTRUCTIONS

TAKE-DOWN INSTRUCTIONS

1. Close all windows. Leave one or both doors open to allow air to escape.

2. Remove all internal ice anchors and store them in the provided pouch or in the carry bag side pocket. In windy conditions, remove ice anchor straps from anchors and store back in hub pockets prior to collapsing the roof and walls. Gather outside anchors and place back in pouch.

3. Push the center hub on any wall until it collapses inward (**Photo 8**). Continue pushing each wall inward until all the walls are collapsed. The shelter will fall to the ice on its own.

4. Push the hub of the roof (blue loop) down until it collapses.

NOTE: The blue looped hub (roof) gets deployed **FIRST** on set-up and collapsed **LAST** on take-down.

5. The shelter will now be flat. Gather all corners of the shelter and fold together (**Photo 9**). Do NOT force the shelter when folding! Watch for entanglement of poles (**Photo 10**).

6. Place the folded shelter and the ice anchor pouch back into the carrying case with the hubs toward the bottom end of the bag.

Make sure your ice shelter is completely dried out after each use and before storing. Store your ice shelter in a cool, dry place. Keep away from rodents.



Photo 8



Photo 9

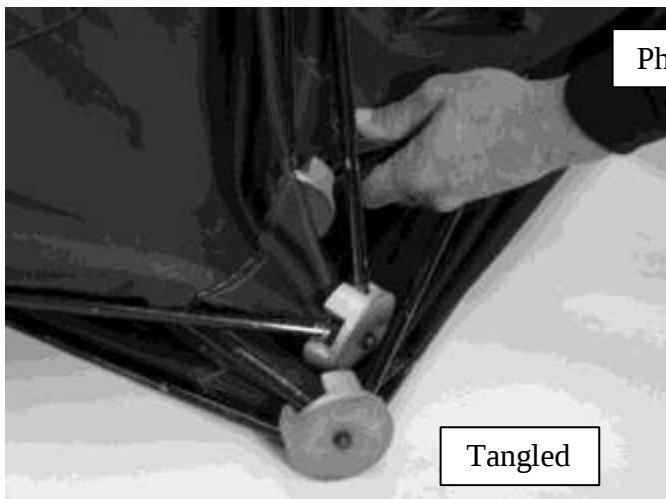


Photo 10

Tangled

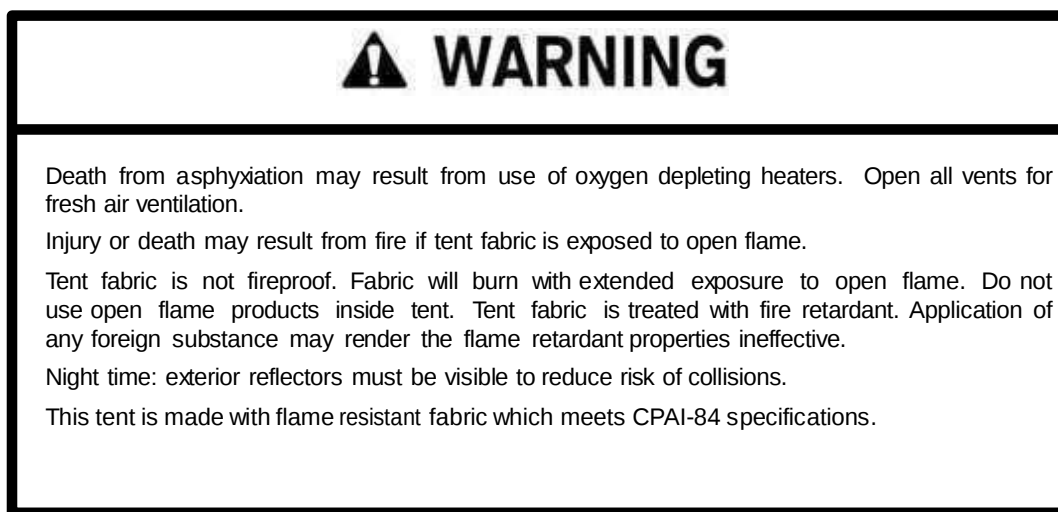


Untangled

- Safety Instructions -

Please fully understand and follow all safety instructions as outlined. Failure to do so could result in severe injury or death.

- ***Do not use open flame heaters in your ice shelter. Injury or death may result from fire if tent fabric is exposed to open flame. The tent is not fireproof, but the fabric is treated with a fire retardant that meets CPAI-84 specifications. Application of any foreign substance may render the flame retardant properties ineffective. Ice Armor fabric will melt when contact is made with hot surfaces (i.e., heaters).***
- ***Death from asphyxiation may result from use of oxygen depleting heaters. Open all vents for fresh air ventilation.***
- ***Never leave shelter unattended when set up.***
- ***Due to the increase in traffic (snowmobiles, autos, etc.) on area lakes, ice fishing can be hazardous at night. If you choose to fish at night or in poor visibility conditions, be sure to take precautions with lights or reflectors to show drivers your whereabouts. Night time: exterior reflectors must be visible to reduce risk of collisions.***



****For replacement parts, frequently asked questions, shelter information, videos, and all of your ice fishing needs visit our web site at www.clamoutdoors.com.***

Due to Clam's continued product development, Clam reserves the right to change specifications without notice. For complete details, see the assembly and/or operating instructions that are provided and packaged with the purchased product.

FREQUENTLY ASKED QUESTIONS

- Q: How do I set-up my hub shelter?
- A: Go to www.clamoutdoors.com to watch an instructional video on the proper & simplest way to set-up and take-down a hub style shelter.
- Q: I can see pin holes in my fabric:
- A: There are a few explanations as to why those pin holes exist.
- Simply the color and/or black-out coating being worn off the fabric due exposure in the elements and wear due to friction.
 - The fabric used is a woven material and these pin holes are parts of the thread that the coating did not attach to. Either way this has no effect on the function of the fabric and is simply an appearance issue.
- Q: There are cracks on the inside finish of the fabric:
- A: This is normal, when you fold up your shelter, lines develop in the fabric. The inside coating may even appear to be peeling. This is normal and will not affect the overall function of the ice house.
- Q: Will my Fish House leak because I can see pin holes in the fabric?
- A: Quite the opposite, as you heat your house and the snow and ice begin to melt, the vapors can better escape the shelter through an uncoated fabric. When it snows or rains, the water molecules are larger than the vapor molecules and cannot pass through the fabric and into the house.
- Q: Are patch kits available for my Fish Trap and Clam shelter?
- A: Patch kits are available they can be purchased online www.clamcorp.com under “Parts/Info”
- Q: How do I apply the patch material?
- A: When applying a patch it works best to spray some adhesive (we recommend using 3M #77 or 3M #90 spray adhesive) on to both surfaces; the part of the tent where the patch is going to be applied and the patch itself. Wait until the adhesive begins to dry and becomes tacky, then place the patch on the tent, and they will stick together.
- Q: Is there anything can be put on outside of the tent to prevent water from coming through, when we are using it? A:
- Customers have been known to spray or apply water repellant on the outside of the shelter that you would use for camping tents or boots. (Camp Dry would be an example of this type of product). These products will not damage your tent in anyway.
- Q: What will help keep mice or rodents from eating my Clam Hub shelter?
- A: Some of our customers have had success with the following ways to keep mice out.
- Keep your tent in a sealed plastic tote with DRYER SHEETS and or MOTH BALLS
- Q: The zipper on my tent freezes up and or sticks; is there anything I can use to help prevent this from happening?
- A: Yes, there are a couple of zipper lubricants out there that our customers and pro staff have had good luck with.
- Zipper Lube - A gel that you can apply just by squeezing it onto the zipper and moving the zipper back and forth. This brand can be found in the camping section of most sporting goods store.
 - Silicone spray may also be used as well.
- Q: Would it be best to completely dry my shelter out every time it gets used?
- A: It is recommended to dry your tent out completely after each use, if not dried completely moisture left in the house may cause damage to your tent.
- Q: How do I wash my shelter tent?
- A: You can use a bleach and water solution (10 parts water to 1 part bleach) to get rid of the mildew smell. If you want to wash the tent you can use a standard soap to wash it.
- *** Please note - We **do not** recommend placing your shelter tent into a washing machine for cleaning.
- Q: Am I able to order parts and accessories from your website?
- A: Absolutely, if you would like to order parts you can go to www.clamoutdoors.com.

City of Vallejo City Council, Planning Commission and Staff,

Please do not approve or permit tent shelters in our city.

I support the Navigation Center project. I voted for PB funds to help homeless people and get the most vulnerable in our community the help they need. I donate to nonprofits with the experience to responsibly manage delicate situations. (<http://www.covenanthousecalifornia.org>)

Neighbors are talking about a last-minute plan to set up TENTS in a church parking lot next to homes and playgrounds that will be voted on Monday 12/20.

While I appreciate the desire to help---tents in a parking lot is cruel and inhumane. These people deserve a building with running water, heat, and a way to have meals and feel safe.

Since the Navigation Center seems to be delayed, please set up the temporary shelter in the Fairgrounds like was done for the victims of fires. Or take possession of that vacant grocery store that is close to the hospitals and food options: <https://goo.gl/maps/3vJrmJUKdzBVzqVf7>

Sadly, Mare Island's vacant buildings are not walkable to food sources.

Please do not approve or permit tent shelters in our city.

--

Thank you,

Boudicca Todi

Greetings,

The Mayor's office received a phone call from Susan Martin and John Martin who reside at 136 Morningside Ave. ph 707-643-7175

They provided an emphatic "No" on the approval of the tent city in their neighborhood.

They asked that their two "Nos" be shared with the rest of the city council.

Erik Rzomp

Executive Assistant to the Mayor, Robert H. McConnell

City of Vallejo | Mayor's Office

(707) 648-4377 | erik.rzomp@cityofvallejo.net

Dear Ms. Kavanaugh-Lynch.

I am writing to you in reference to the proposed homeless camp on Amador Street in the parking lot of the Church of the Nazarene. I implore you to not approve this plan. I have been a resident of the Morningside District for the past 25 years. While it may not be as pristine as it was back then, it is a lovely area of old homes built in the 30's. These homes are well maintained by the owners and to have a homeless camp right across the street would greatly impact property values. It would not be appropriate to have this camp in a residential neighborhood. I am quite sure that the property owners right next door to the parking lot would agree.

If it had not been for an e-mail I received from our neighborhood group, I would have known nothing about the plan. Something of this magnitude should be discussed with the people who live in the area. Not rushed behind our backs. Several years ago, another group tried to help the homeless by opening a facility on Colusa Street to no avail. During the time the facility was operational, we had to deal with break-ins, car damage, trash and human feces in our yards. This is a major corridor where people walk their dogs or jog in the morning. This is also a route to the middle school and high school, the Children's Wonderland and the Senior Center and GVRD. We have enough problems with transients wandering through neighborhood without putting up a tent city that will house up to 60 people for who knows how long.

While this is a lovely idea, there seems to be no real plan. Just a pipe dream of helping the less fortunate. Please don't let this happen.

Thank you for your time.

Linda Anderson

1308 Alabama Street

Vallejo, CA 94590

Dear Sirs and MS,

As concerns this particular effort to aid and assist the unhoused and indigent of our community, please do not entertain this strategy/location at the Church of the Nazarene on Amador street. This neighborhood is distressed enough with speeders, unhoused wanderers, sideshow artists, catalytic converter thieves, burglars, graffiti artist's, illegal dumpers, and addicts. We certainly do not need another 60 + more of the same. Many of us are not even home during the day to defend our properties since we must work away in order to live here, and pay taxes at all. Surely there are better locations to consider with ample room not only for tents, or tiny houses, but for convenient, and much needed social services. One such might be the old Walmart building beyond the Lewis Brown avenue, or perhaps the old County Faire location, or the old K-Mart parking lot.

Very Cordially,

Leland Barkley, resident of 1321 Alabama street.

Dear Council Member Dew,

I was recently made aware of a homeless/tent city proposed to be put on the property of The Church of the Nazarene on Amador Street. It's supposed to have as many as 40 tents. There is no way it will not have a negative impact on the neighborhood. I read it will even include receptacles for used sharps (hypodermic needles). There also seems to be no attempt to follow the standard notification and approval process. This is being ramrodded through. Please do not let this proposal go forward until all of the proper protocols are met.

Sincerely,

Gary Wettstein

108 Morningside Ave.

Hello Ms. Kavanaugh-Lynch,

I live on Morningside Avenue and am writing to express my concerns toward the planned "Hope Village" at the end of my block. While I could give you a long list of philanthropic efforts that I have made in my life, I doubt they will clear the name calling that this letter will provoke. Let's just say I am guilty of being a NIMBY and I bet most of you are too. The homelessness problem in the United States is significant and complicated. None of us know the answer, and the answer won't be simple or inexpensive.

I do not support having a tent encampment so close to any residential neighborhood of yours or mine. We have city and county buildings and spaces in Vallejo that could serve this purpose such as the Solano County Fairgrounds or a parking lot on Mare Island (with similar services to this proposal) brought in.

From what I can gather from Facebook Posts and a Go Fund Me Donation page, Ms. Emily Fisher and her 4th Second organization are spearheading fundraising and possibly a permit process. I've seen their airbrushed rendering of this shelter for "sixty of Vallejo's MOST medically vulnerable people experiencing homelessness". Somehow it's hard to imagine that our most medically vulnerable would be able to live in a tent and go without reliable electricity; but I take her for her word. The Hope Village Temporary Use Permit doesn't mention medical vulnerability as a prerequisite to living there.

Here are some of my main questions/concerns:

1. How individuals will be selected to live in Hope Village?
2. Are there any requirements to be drug and/or alcohol free? Participate in recovery programs, look for work, and otherwise do their part to move out of homelessness?
3. Will pets be allowed? If so, does that include dogs commonly categorized as "aggressive"? How is animal feces being managed?
4. How will this impact our City of Vallejo's Police Department? Do we have the manpower to manage an unexpected situations there?
5. The Temporary Use Permit provided by Margaret Kavanaugh-Lynch, states "the duration of use shall be 30 days with the intention to extend up to 12 months pending the successful operation of the site. How will success be measured?
 - a. That same permit mentions coordinating with neighbors and community members to ensure overall project success, yet we've received no request to participate or comment rather this feels a bit like a sneak attack. The Coordinating Board is also committed to providing services and supporting policies that will lead to a high standard of community life for community members within Hope Village and the surrounding neighborhood; please do not approve this permit without further details.
6. Overnight site safety personnel will help keep people within Hope Village safe as well as support the overall safety of the neighborhood; what about site safety during daytime hours when many neighbors are not at home and feel vulnerable?

7. Based only on the Go Fund Me page, I have significant concerns that the funding this program has been well thought out. Where will all of those homeless clients end up if this location fails or closes?

8. From Ms. Fisher's GFM Post at 2p.m. on 12/9, \$1,760 has been raised of the \$20,00 goal. The GFM has been up for 17 days. Some quick Excel work based on the donation suggestions listed on that page, the annual cost for those items is \$91,000. NOTE: My initial calculation was based on 40 people, the permit states 65 so my number is low. (see attached)

Last year at almost this exact time, I purchased this home. In that time I have met very nice neighbors who I both socialize with and trust. We watch out for one another. We have picked up used hypodermic needles from the gutter directly across my street. We had a stranger (presumably) steal crutches, hide them behind my garbage cans then later fetch them and deposit them on another neighbor's front driveway. Last week while we were gathered in a neighbor's driveway, a guy was crying for help from my FRONT PORCH; stating he had been shot (which he hadn't—we checked him over and sent him along his way). The doorbell sometimes rings at strange hours. Our neighbor went out to her car one morning and found a screwdriver lodged in her car door. Fireworks at all hours, we've got those. The amount of middle of the night (and middle of the street) odd traffic my own camera picks up is laughable, until it isn't. It's a bit hard to feel safe here under our current circumstances, but we do pretty well. Please do not add to our currently manageable transient population by adding a 65 person homeless encampment in a Vallejo neighborhood; yours or my own.

Thank you for your consideration.

Item	Base Cost	Extended Cost
	\$	\$
Sleeping Bag for 1 Person (assume 40 people)	10.00	400.00
	\$	\$
Sleeping Mat for 1 person (assume 40 people)	15.00	600.00
Access to bathrooms for 1 person per month (assume 40 people)	\$	\$
	20.00	9,600.00
Clean Drinking water for 2 people per year (assume 40 people)	\$	\$
	40.00	800.00
Lockable Storage to keep 1-2 people's belongings safe (assume 40 lockers)	\$	\$
	45.00	1,800.00
Access to showers for 5 people per month (assume 40 people)	\$	\$
	100.00	9,600.00
	\$	\$
Insulated Tent for 1-2 people (assume 40 tents)	340.00	13,600.00
	\$	\$
On Site housing Navigator (weekly cost)	1,000.00	52,000.00
	\$	\$
Solar Generator to Provide Basic Electricity	3,000.00	3,000.00
		\$
		91,400.00

Hi Mr Mayor,

I hope that you will support the Hope Village project because we all should support any program that offers help and housing to our unhoused neighbors. I would rather have facilities where people can keep warm, be safe and stay healthy than have dirty, unsafe tent encampments. This proposal is in my backyard...it's a block away from my home and I would be thrilled to share my neighborhood with the unhoused getting support at Hope Village.

Thank you,

Trish Iriye

--

Trish Iriye

Miso Handmade

Trish@misohandmade.com

707-342-3079

As a Resident / Home owner, My wife and I are highly opposed to this location in the middle of our neighborhood. There are plenty of places in Vallejo where a camp could be set up without imposing on the property owners in a neighborhood that maintains itself nicely. This is not fair to the people who paid fair market value for a home to live in a nice neighborhood. This camp will surely increase crime, drug use, decrease property value, decrease safety, expose youth to these things, decrease church turnout, and be generally unappealing to everyone surrounding this location including myself, my wife, and my neighbors. Vallejo already has a fair amount of crime and it seems as though this is a very poor choice which would basically invite these problems into a nice neighborhood. Beyond crime and drug use, there is no evidence of any sort of funding to provide the services promised. This is a HUGE COVID risk and problem for all the permanent residents of this neighborhood. I don't think endangering the permanent residents of the neighborhood with drugs, crime, trash, and all the other problems associated with homeless villages is in the best interests of anyone involved. Please reconsider moving this location somewhere that won't affect the permanent residents of Vallejo in a neighborhood with nice housing and good property value.

--

Thanks,

Nathan Gogol

Louisiana St. home owner.

(510)306-6071

Margaret and Gillian,

This project sounds like it is going through a planning permit process. Does the review in that process include evaluating the strengths of the project partners to manage, implement, and oversee shelter services? Or does the administrative review process look more at building, zoning, and city codes around use of the site? In other words, who is the permitting agency regulating care centers like nursing homes, daycare centers, temporary housing, and other shelters? Is there some kind of licensing requirement at the city, county, or state level to operate a tent village or any other kind of temporary shelter?

Thank you.

Rebekah

Dear Mayor McConnell, City Council members and City Manager Mike Malone,

I am contacting you regarding a temporary special use permit that is being requested, for a homeless encampment at the Church of the Nazarene at Amador and Alabama Streets. I am a Vallejo resident in the Morningside Neighborhood which borders this proposed encampment. I am in strong opposition to this project.

This neighborhood, which consists of Tennessee, Alabama, Morningside Ave, Louisiana, Ohio, and Springs Rd, is struggling to maintain a safe, clean, family friendly environment. This proposed "tent city" would have a definite negative impact on our neighborhood. None of the residents I've spoken with has heard of this project. No community outreach has occurred, and no opportunity for public comment on what will inevitably affect our lives.

A residential neighborhood is an inappropriate location for this project. Seniors, families, and minors use Amador Street to walk to school and access the parks and senior center.

My neighbors and I have not been informed about operating plans for 24/7 supervision, security, site management, how appropriate services will be funded or delivered. At the very least, a community meeting should be held to discuss this project publicly before it is given any further consideration

Thank you for your time and attention.

Sincerely,

Celeste Smeland

1305 Alabama Street

Vallejo, CA 94590

Dear Mayor McConnell,

I've just learned that a proposal is underway to establish a "tent city" for our communities homeless at the Church of the Nazarene located at Amador and Alabama streets. My understanding is this would include up to 40 tents, with various resources (trash receptacles, outhouses) including sharps containers. Additionally, I've heard this is being sponsored by one or two non-profit organizations (along with the city) in light of the pending closure of "project room key".

As a Vallejo resident living near the proposed location, I am outraged. Outraged that no public discussion has occurred, no resident notification, no opportunity for public input. Additionally, I will assume no analysis has occurred on the impact this will have on the residents near and around this proposed site. The fact that sharps containers is mentioned as a planned resource, indicates that those proposing this project are aware, or anticipate a substance abuse issue with some of the occupants. This type of relocation program, whether temporary or not, will have a dramatic negative impact on our neighborhood in numerous obvious ways.

Our neighborhood, namely the Morning Side Addition, has struggled to maintain a safe, beautiful and family friendly community. Several years ago, due to increases in crime and safety issues, we formed a neighborhood association. I am sharing this information with our neighborhood association to bring light to this proposal.

I ask that you investigate this proposed encampment and call for a cease and desist until the community can fully investigate and respond to what will inevitably impact our daily quality of life.

Sincerely,

Beau DeFehr

1326 Alabama Street.

Vallejo.

(707) 322-3542

Ms Kavanaugh-Lynch,

Thank you for taking the time to speak with me this morning, regarding the proposed homeless encampment at the church of the Nazarene on Amador street.

As I indicated on the phone, I and the residents of the Morning Side Addition neighborhood are in strong opposition to this project. I will enclose the original email that I sent to our City Council and Mayor which outlines our initial thoughts. I am sure other neighbors will be contacting you as well.

I would like to state, that the Mayor and Gillian have indicated that we heard of this project through community outreach. That is incorrect. No one in the neighborhood has been contacted by any of those involved in this project. In fact, we learned of this quite by accident.

In any event, I appreciate your contact and hope you will take our concerns into consideration when reviewing this project.

Respectfully

Beau DeFehr

1326 Alabama Street

(707) 322-3542

Hello Vallejo City Council Members, Mayor and City Attorney,

I timed my public comment last night for 3 minutes; and didn't have a backup plan for the loss of that last minute. I wish to share my comments from last night, in full with you here.

Public Comment, 12/14/2021

A significant lack of sufficient urban housing projects that provide safe, secure, and affordable housing to the financially underprivileged combined with unemployment, drug abuse and poverty have contributed to our shared homelessness crisis. Many people in our country are just one paycheck away from being homeless and forced to live in their vehicle, RV or on the streets. None of us will deny that a big problem without clear solutions is before us.

Project RoomKey was established in March of 2020 as part of the state of California's response to the Covid-19 pandemic. The purpose was to provide non-congregate shelter options for people experiencing homelessness while recovering from Covid-19 or having been exposed to Covid-19. The goal was to provide a safe place for isolation. Project RoomKey was not intended to be a solution to a Homeless problem, but to a Covid Problem.

Because our city and county have not picked up the loose ends, a group of non-profit and faith based organizations have felt compelled to do so and they've had to get creative! Creativity in the form of a church willing to offer their space for an experimental tent village immediately adjacent to a residential neighborhood. Now, this unhoused population is proposed to be cramped into close quarters together without the safety of walls, doors or locks, on demand clean hot water and flushing toilets - during the winter. These vulnerabilities attract predators, drug dealers, human traffickers and criminals to the tent village AND its neighbors. This is not a program appropriate for a residential neighborhood. This is a City Homeless problem that they need to fully participate in funding, allocating resources to and overseeing for the safety of all residents of Vallejo.

Wilson Park is already located near a transit hub and across the street from Faith Food Fridays. The Fairgrounds is currently being used for Covid Vaccinations, but appears to have plenty of space for the layout proposed by this Temporary Use Permit and could offer employment opportunities as well for trash pickup, traffic direction and other needs. While Mare Island is not easily accessible to those without a vehicle, there are transit options and lots of space available to set up a temporary tent village to provide medical care, job support and other services proposed in the Temporary Use Permit. I'm a new Vallejo homeowner with a limited knowledge of vacant locations that would be more appropriate—but our city has that knowledge.

There are examples of well run programs in Martinez and Santa Rosa that are not in residential spaces or squeezed into constricted spaces like a small parking lot. These programs were well planned for long term support and appear to flourish with community voluntary involvement rather than suffering from failure due to poor planning and neighbors overrun by the chaos that can come with these large tent villages.

Before anyone makes any accusations of me being a NIMBY or a Racist, I would like you to presume that I am neither. Name calling is a form of bullying that attempts to gain an advantage over someone seen as an opponent or critic. I am here as a resident participant with a viewpoint on an issue within a democratic process.

Please deny the Temporary Use Permit for 921 Amador Street and find a suitable and more permanent location for this program, and add City resources to support it!

Annie Wheat

Morningside Ave.

Dear Ms. Kavanaugh-lynch,

I am contacting you regarding a temporary special use permit that is being requested, for a homeless encampment at the Church of the Nazarene at Amador and Alabama Streets. I am a Vallejo resident in the Morningside Neighborhood which borders this proposed encampment. I am in strong opposition to this project.

This neighborhood, which consists of Tennessee, Alabama, Morningside Ave, Louisiana, Ohio, and Springs Rd, is struggling to maintain a safe, clean, family friendly environment. This proposed "tent city" would have a definite negative impact on our neighborhood. None of the residents I've spoken with has heard of this project. No community outreach has occurred, and no opportunity for public comment on what will inevitably affect our lives.

A residential neighborhood is an inappropriate location for this project. Seniors, families, and minors use Amador Street to walk to school and access the parks and senior center.

My neighbors and I have not been informed about operating plans for 24/7 supervision, security, site management, how appropriate services will be funded or delivered. At the very least, a community meeting should be held to discuss this project publicly before it is given any further consideration

Thank you for your time and attention.

Sincerely,

Celeste Smeland

1305 Alabama Street

Vallejo, CA 94590

Gillian,

Thank you for reaching out. I am a neighbor of the proposed site in the Morningside Addition. We are a tight-knit community who have struggled together to maintain a safe, attractive, healthy, and family-friendly neighborhood. We are collectively dismayed that no one from the church or the project reached out to us to discuss their plans. We have an active neighborhood association, so it would not have been hard. Instead, we heard about this project accidentally yesterday.

We're concerned about the immediate and lasting negative impact on our neighborhood of a dense community of the most vulnerable people living in tents for months at a time in a small parking lot. The majority of Morningside neighbors are concerned.

Several years ago, some well-intentioned people tried to offer homeless services in a building nearby on Colusa Street, right at the end of the alley where this new project is proposed. We saw an immediate increase in vandalism, attempted break-ins, littering, and transients moving through the neighborhood. The City quickly shut down that effort for its own reasons.

I have worked professionally for 25 years managing nonprofit organizations, including Contra Costa's county-wide shelter and services for family violence survivors. In that role, we overlapped closely with other shelter network organizations like Shelter Inc, which I understand has been a strong partner for Vallejo's Project Roomkey. I understand how difficult it is to run a safe and effective shelter, day after day, month after month. Hope Village promises to prioritize the most vulnerable unhoused people coming out of Project Roomkey. These individuals will present with complex issues and significant barriers to becoming self-sufficient, hold employment, or move into permanent housing.

As an experienced nonprofit administrator, I know how crucial sustained funding is to being able to operate a good program where lives are on the line. Sound, experienced management, staff, and supervision are of paramount importance, and all of that requires funding. The project lead, 4th Second, is a new nonprofit, incorporated only last year. It has no assets on record. While they show a strong set of partnerships with other small, local organizations, I also know that those organizations struggle to secure adequate funding, to manage bigger grants successfully, and attract the kind of experienced leadership that would give funders confidence in their proposals. There's no easy answer to solving homelessness, or the folks working on it for decades would have done so.

And yet, the fundamental problem with this proposed project is simply that it is in an established residential neighborhood. Any residential neighborhood would be an inappropriate location for a high-density tent city for the homeless. I understand that 4th Second has already secured a property specifically on which to build housing for the homeless. Why not place this temporary tent village there?

Why not utilize the county fairgrounds and the tiny homes that are already lined up there? What about Dalwigk Park where the picnic tables are right next to that church and across the street from Food First Fridays? Then the City could share in the liability and oversight, rather than turning it over to a nascent, unproven organization with no experience in managing shelters?

I understand the time pressure of finding a solution before Project Roomkey ends on January 5. Sending these folks back out onto the streets to fend for themselves is not what anyone wants. At the same time, I think it would be reckless of the city to approve a rushed, under-resourced tent village operated by well-intentioned but inexperienced and under-funded individuals. The certain result would be damage to a struggling residential neighborhood in the heart of the city and damage to the very people the project purports to serve.

Sincerely,

Rebekah Truemper

Hello Ms. Kavanugh-Lynch et al,

I recently became aware of the Hope Village proposal, which would be housed one block from my home. I did not become aware of this through any outreach effort, but by word-of-mouth from neighbors who heard about it somewhere.

I wrote to Mayor McConnell to register my concerns about the project, and our exchange is below. To summarize, I am not irrevocably opposed to a short-term project to help the homeless and vulnerable, especially with winter setting in. However, a previous effort to open a homeless shelter in our neighborhood exhibited no formal planning process, produced no documents describing specifics of how they would operate and what their policies would be, and generally seemed entirely naive of the serious issues entailed with operating a housing facility for the homeless in a residential area.

My concerns with the Hope Village project are exactly that: I have seen and heard nothing to indicate that those putting this project together have concrete plans for how they will do it. I looked over the proposal you sent to Beau Fehr, and it was very long on stating what they were going to do, and very, very short on saying anything about how they would actually execute those tasks.

Do they have a written budget? Do they have funding sources in place to support it? If the church is going to supply potable water, have they done any kind of estimate of how much water 40 people will consume a day and if that poses any kind of challenge to deliver? More of my concerns are enumerated in my message to the mayor below.

Further, what exactly is a Temporary Use Permit? Does this cover the administration of a housing facility? Could a motel be opened in town with such a permit? If not, why would a homeless facility be able to? I ask because, when an attempt was made to open a shelter on Colusa Street a few years back, I was shocked to be informed that, at that time, no permit process existed for licensing such a facility, meaning that anyone could open a homeless shelter without demonstrating, well, anything: security, sanitation, plans for handling medical emergencies, whatever. My recollection was that a City Council meeting shortly thereafter enacted a new permit to cover such projects. Is that correct? Exactly what kind of permitting IS required in Vallejo for a project like this? Are there any applicable county or state permit processes involved?

If it can be demonstrated that these people have their act together and have a real clue about how to actually pull off such a project, I, for one, would be open to discussing it. If there is no evidence that they know what they are doing and it looks like they are just going to wing it, or make lots of promises with nothing tangible to back them up, then we will surely have the same problems in the neighborhood that started immediately when the Colusa shelter tried to start operating and stopped immediately when it

was closed down, in which case I can assure you that the neighborhood will be quite active and vocal in opposing this project.

I look forward to gaining more clarity on this project.

Larry Oppenheimer

1345 Louisiana Street

Vallejo, CA 94590

My name is Eileen van Moppes and am a resident of Morningside District at 1333 Alabama Street. I learned of a proposed site for homeless at the Church of the Nazarene on Amador Street.

I'm opposed to this project as I don't believe that a busy residential area is an appropriate location for a number of tents, portable toilets and repository for sharps. I have a concern about the number of kids who use Amador Street on their way to and from school and who would be exposed to the disruption of a homeless tent encampment. I'm also concerned about the number of cars this project would generate - cars/motohomes brought in by the homeless; trash generated; possible increase in rodents.

I am not at all opposed to a solution for housing homeless; but am opposed to utilizing a small parking area in a quiet neighborhood.

Thank you for taking my concerns under consideration.

Eileen van Moppes

Kind regards,

Narcissa Wilson

Interim Executive Assistant to the City Manager

City of Vallejo | City Manager's Office

(707) 648-4576 | narcissa.wilson@cityofvallejo.net



COVID-19 UPDATE:

City Hall will be open from 9 a.m. to 3 p.m. Mondays through Thursdays.

Effective August 31, 2021 face masks/coverings are required in all indoor and enclosed public spaces in the City of Vallejo, regardless of vaccination status.

From: Gary Wettstein <garilla@pacbell.net>

Sent: Friday, December 17, 2021 9:37 AM

To: Robert H. McConnell <Robert.McConnell@cityofvallejo.net>

Cc: Pippin Dew <Pippin.Dew@cityofvallejo.net>; Mina Loera-Diaz <Mina.Loera-Diaz@cityofvallejo.net>; Rozzana Verder-Aliga <Rozzana.Verder-Aliga@cityofvallejo.net>; Katy Miessner <Katy.Miessner@cityofvallejo.net>; Narcissa Wilson <Narcissa.Wilson@cityofvallejo.net>; Tina Arriola <Tina.Arriola@cityofvallejo.net>

Subject: Homeless Tent Village on Amador Street

Dear Mayor McConnell,

I'm writing you in regards to the Tent Village and hope you might look at the entire scope of this proposed project with some sense of objectivity. Research done by some of my neighbors has brought up some very good questions regarding how this is being rushed through, funding, security and as a temporary project has no exit strategy. Even under the best circumstances housing those with drug addiction and mental health issues is challenging. I've watched as the situation at the hotel on Admiral Callaghan near the Grocery Outlet has deteriorated. I've heard everything from the owner sold the Grocery Outlet (Because of all the problems created by the people housed at the hotel) to the hotel has been destroyed by those housed there. To anyone who shops there it is obvious that the atmosphere has changed for the worse in that area. In walking my neighborhood and gathering signatures I can guarantee you the people living here who will feel the greatest impact are strongly against putting this in our neighborhood.

Handling homelessness, drug addiction and mental health should be at a minimum run at a county level and as such it makes sense to house people at the Fairgrounds where they have large buildings with bathrooms and heat.

Sincerely,

Gary Wettstein

Morningside Addition Neighborhood Association

***** This is an EXTERNAL EMAIL. Stop and think before clicking links or opening attachments. *****



DATE: December 20, 2021
TO: Mayor and Members of the City Council
FROM: Veronica Nebb, City Attorney
SUBJECT: **IN ORDER TO ENABLE TRANSFER OF THE EMPRESS THEATER TO THE CITY, ADOPT A RESOLUTION TO PAY TRIAD COMMUNITIES LP \$39,400 FOR PREPARATION OF TAX RETURNS, APPROVE PAYMENT OF \$5,000 TO OLD REPUBLIC TITLE FOR ESCROW FEES, PAYMENT OF \$8,210 TO OLD REPUBLIC TITLE FOR A CLTA TITLE POLICY, PAYMENT OF \$25 TO OLD REPUBLIC TITLE FOR A RECORDING FEE AND PAYMENT OF \$99,972.26 TO THE SOLANO COUNTY TAX COLLECTOR FOR DELINQUENT PROPERTY TAXES AND DIRECT STAFF TO WIRE THE FUNDS TO THE ESCROW AT OLD REPUBLIC TITLE COMPANY**

RECOMMENDATION

Staff recommends that the City Council review and adopt the Resolution Authorizing Payments for the Transfer of the Empress Theater

REASONS FOR RECOMMENDATION

Approving the resolution will enable the transfer of the Empress Theater to the City of Vallejo.

BACKGROUND AND DISCUSSION

On December 21, 2020, the City Council approved a package of agreements with Triad Communities LP, as well as related documents, authorizing the transfer of the Empress Theater to the City of Vallejo. As part of the transfer, the City is to pay all delinquent property taxes as well as \$32,000 to Triad to compensate it for preparing necessary tax returns. Since the approval last year, staff has encountered a number of issues that have delayed the closing. Those issues are now all resolved. The property is in escrow and is ready to close. However, as a result of the delay, Triad incurred additional expenses and the tax payments increased. So, staff is requesting that the City Council authorize payments through escrow as follows:

Triad Communities LP	\$39,400.00
Solano County Tax Collector	\$99,972.26
Escrow Fees	\$5,000.00
CLTA Owners Title Policy	\$8,210.00
Recording Fees	\$25.00
TOTAL	\$152,607.26

In addition to the above payments, staff requests authorization for a contingency in the amount of \$15,000 to cover unforeseen costs and increases in payments. Staff does not anticipate using the contingency however, if it becomes necessary to increase payments there will not be sufficient time to return to Council before the end of the year. If we do not close by December 31, 2021, the amount paid in property taxes and the amount needed by Triad will increase.

FISCAL IMPACT

Subject: IN ORDER TO ENABLE TRANSFER OF THE EMPRESS THEATER TO THE CITY, ADOPT A RESOLUTION TO PAY TRIAD COMMUNITIES LP \$39,400 FOR PREPARATION OF TAX RETURNS, APPROVE PAYMENT OF \$5,000 TO OLD REPUBLIC TITLE FOR ESCROW FEES, PAYMENT OF \$8,210 TO OLD REPUBLIC TITLE FOR A CLTA TITLE POLICY, PAYMENT OF \$25 TO OLD REPUBLIC TITLE FOR A RECORDING FEE AND PAYMENT OF \$99,972.26 TO THE SOLANO COUNTY TAX COLLECTOR FOR DELINQUENT PROPERTY TAXES AND DIRECT STAFF TO WIRE THE FUNDS TO THE ESCROW AT OLD REPUBLIC TITLE COMPANY

Page 2

Approving the resolution will authorize a payment of \$152,607.26 to Old Republic Title as well as a \$15,000 contingency. The budgeted amount for the costs associated with the transfer of the Empress Theater to the City is \$134,000. Staff will be requesting an additional budget of \$34,000 during the FY 2021-22 midyear budget process to cover the total estimated costs.

ENVIRONMENTAL REVIEW

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

ATTACHMENTS

1.	Empress Payment Resolution
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CONTACT

Veronica Nebb, City Attorney
veronica.nebb@cityofvallejo.net

Approved as to form:

By:  for
Veronica Nebb, City Attorney

RESOLUTION NO. 21-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALLEJO AUTHORIZING CERTAIN PAYMENTS FOR THE TRANSFER OF THE EMPRESS THEATER TO THE CITY

WHEREAS, on December 21, 2020, the City Council approved a Master Agreement and other related agreements and documents to unwind the now fully paid tax credit financing for the improvement of the Empress Theater; and

WHEREAS, the Master Agreement authorizes transfer of the Empress Theater property to the City of Vallejo upon payment for certain matters including a payment to Triad Communities LP and the Solano County Tax Assessor; and

WHEREAS, the City Council has determined that the Empress Theater is a community asset that enriches the lives of many community members and is an attraction to the downtown of Vallejo; and

WHEREAS, the City desires to enhance and improve the use of the Empress Theater and to ensure it is a public asset and benefit for many generations to come; and

WHEREAS, escrow is currently opened for the transfer of the Empress Theater and requires a deposit of money by the City in order to proceed; and

WHEREAS, it is desirable to the residents of the City of Vallejo that the City acquire title to the Empress Theater as soon as possible.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Vallejo does hereby authorize the following payments to be deposited into escrow No. 1117020609-JM at Old Republic Title Company in Oakland, California:

- | | | |
|----|--|-------------|
| 1. | Payment to Triad Communities LP | \$39,400.00 |
| 2. | Payment to Solano County Tax Assessor
For delinquent property taxes | \$99,972.26 |
| 3. | Escrow Fees | \$5,000.00 |

4.	CLTA Title Policy	\$8,210.00
5.	Recording Fees	\$25.00
TOTAL		\$152,607.26

BE IT FURTHER RESOLVED that the City Manager is authorized to spend an additional \$15,000, without further City Council approval, above the above amounts in the event there is an increase in fees or taxes due.

BE IT FURTHER RESOLOVED that the City Manager is hereby directed to cause the necessary funds to transfer the Empress Theater to the City to be wired or otherwise delivered to Escrow No. 1117020609-JM at Old Republic Title Company in Oakland, California or such other Old Republic Title office as required.