CALL AND NOTICE OF
SPECIAL MEETING
AT 6:00 PM
OF THE VALLEJO CITY COUNCIL
JANUARY 3, 2023

COUNCIL CHAMBERS
555 Santa Clara Street, Vallejo, California

REVISED AGENDA
Agenda Revised to Add Consent Calendar Item 4B

NOTICE: Members of the Public will be able to participate in-person or remotely via Zoom.

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.*

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

1. **CALL TO ORDER**

2. **ROLL CALL**

3. **PLEDGE OF ALLEGIANCE**

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

   A. **APPROVAL OF MINUTES**
   Recommendation: Approve minutes for the special meetings of December 6, 12 and 15 and the special and regular meetings of December 13 and 20, 2022
   Contact: Dawn G. Abrahamson, MMC, City Clerk (707) 648-4527
   Dawn.Abrahamson@cityofvallejo.net

   B. **ADOPT A RESOLUTION RATIFYING: (1) THE FILING WITH THE VALLEJO PUBLIC FINANCING AUTHORITY THE AMENDED EXHIBITS TO THE AMENDED AND RESTATED MASTER LEASE AGREEMENT AND AMENDED AND RESTATED MASTER SITE LEASE TO REFLECT THE SUBSTITUTION OF THE REAL PROPERTY KNOWN AS 400 MARE ISLAND WAY, ASSESSOR PARCEL NO. 0055-160-560, FOR THE BLUE ROCK SPRINGS GOLF COURSE PROPERTY, ASSESSOR PARCEL NOS. 0081-040-100; 0081-040-110; 0081-040-880; 0081-191-010; 0181-190-070; AND 0182-040-080 THEREIN; AND (2) AUTHORIZING THE CITY MANAGER TO TAKE ALL ACTIONS NECESSARY TO EFFECT THE SUBSTITUTION**
   Recommendation: Adopt a resolution of the City Council of the City of Vallejo ratifying: (1) the filing with the Vallejo Public Financing Authority (VPFA) the amended exhibits to the Amended and Restated Master Lease Agreement and Amended and Restated Master Site Lease to reflect the substitution of the real property known as 400 Mare Island Way, Assessor Parcel No. 0055-160-560, for the Blue Rock Springs Golf Course property, Assessor Parcel Nos. 0081-040-100; 0081-040-110; 0081-040-880; 0081-191-010; 0181-190-070; and 0182-040-080 therein; and (2) authorizing the city manager to take all actions necessary to effect the substitution.
   Contact: Gillian Hayes, Assistant City Manager (707) 648-4163
   Gillian.Hayes@cityofvallejo.net

5. **PRESENTATIONS AND COMMENDATIONS TO AND COMMENTS BY OUTGOING COUNCILMEMBERS**

   A. **Presentations to and Comments by Outgoing Councilmembers Brown, Dew and Miessner**

6. **ADJOURNMENT**

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Dated: Friday, December 30, 2022

Robert H. McConnell, Mayor

I, Dawn Abrahamson, City Clerk, do herby 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 2:00 p.m., Friday, December 30, 2022.

Dated: Friday, December 30, 2022

Dawn G. Abrahamson, City Clerk

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VALLEJO CITY COUNCIL
SPECIAL MEETING MINUTES
DECEMBER 6, 2022

COUNCIL CHAMBERS
555 Santa Clara Street, Vallejo, California

1. CALL TO ORDER

The meeting was called to order at 5:30 p.m.

2. ROLL CALL

Present: Mayor McConnell, Vice Mayor Verder-Aliga (arrived during Closed Session), Councilmembers Brown (arrived during Closed Session), Dew, Loera-Diaz, and Miessner
Absent: Councilmember Arriola
Staff present: City Manager Malone, Chief Assistant City Attorney Risner, City Clerk Abrahamson, Assistant City Manager Davis, and Deputy City Attorney Jacob

The City Council convened into Closed Session at 5:32 p.m. in the Council Conference Room.

3. CLOSED SESSION

A. Conference with Legal Counsel - Existing Litigation: Kenneth Castellano v. City of Vallejo, Solano County Superior Court, Case No. FCS056492, Pursuant to California Government Code Section 54956.9(d)(1)

4. ADJOURNMENT

The meeting adjourned at 6:00 p.m.

_____
ROBERT H. MCCONNELL, MAYOR

ATTEST:

_____
DAWN G. ABRAHAMSON
CITY CLERK

VALLEJO CITY COUNCIL
SPECIAL MEETING MINUTES
DECEMBER 6, 2022

COUNCIL CHAMBERS
555 Santa Clara Street, Vallejo, California

1. CALL TO ORDER

The meeting was called to order at 6:10 p.m.

2. ROLL CALL

Present: Mayor McConnell, Vice Mayor Verder-Aliga, Councilmembers Brown, Dew, Loera-Diaz, and Miessner
Absent: Councilmember Arriola
Staff present: City Manager Malone, Chief Assistant City Attorney Risner and City Clerk Abrahamson

3. PLEDGE OF ALLEGIANCE

Chief Assistant City Attorney Risner reported Council gave direction to staff regarding settlement of the case *Kenneth Castellano v. City of Vallejo, Solano County Superior Court Case No. FCS056492* as discussed in closed session prior to the start of the 6 pm Special Council meeting.

4. ACTION CALENDAR

A. **WORKSHOP ON DRAFT NEW TITLE 18 OF THE VALLEJO MUNICIPAL CODE - POLICE ACCOUNTABILITY**

Recommendation: Conduct workshop, receive public input and provide direction to staff relating to draft new Title 18 of the Vallejo Municipal Code - Police Accountability.

Contact:
Mike Malone, City Manager, (707) 648-4576
Mike.Malone@cityofvallejo.net
Randy Risner, Chief Assistant City Attorney, (707) 648-4545
Randy.Risner@cityofvallejo.net

Mayor McConnell provided introductory comments and outlined how the special meeting was being conducted this evening.

Chief Assistant City Attorney Risner provided background information, reviewed progress to date and outlined the components of the proposed draft ordinance including items for Council to provide direction to staff on. He concluded the

presentation by outlining next steps.

Speakers: Phillip Balbuena, Liz King, Jason LaBou, Anne Carr, Liat Meitzenheimer, Jimmy Genn, Andrea Sorce, Barbara Gaea, Steve Mollen, Brandon Greene, Cheryl Gweing, Briget D., Marissa S., David Haldane, Paula Bauer, Kirby Lynch, Ken Szutu, Shelby Pryor, Anne Kingsley, several unidentified members of the public, Melissa Swift, Mustafa Abdul-Ghanee, Avi Frey (ACLU), Gretchen Zimmermann, Paul Winders, and Robert Schussel.

Chief Assistant City Attorney Risner responded to comments and questions raised by the speakers.

Meeting recessed at 8:33 p.m. and reconvened at 8:47 p.m.

Additional speakers: Steve and Pat Dodson.

Councilmembers provided comment and direction to staff on multiple revisions to make that will be brough back to the Council at its December 12 special meeting for another workshop and possible consideration of introducing an ordinance enacting Title 18 of the Vallejo Municipal Code – Police Oversight and Accountability.

5. ADJOURNMENT

The meeting adjourned at 11:10 p.m.

_____
ROBERT H. MCCONNELL, MAYOR

ATTEST:

_____
DAWN G. ABRAHAMSON
CITY CLERK

SPECIAL MEETING MINUTES
DECEMBER 12, 2022
COUNCIL CHAMBERS
555 Santa Clara Street, Vallejo, California

1. CALL TO ORDER

The meeting was called to order at 6:02 p.m.

2. ROLL CALL

Present: Mayor McConnell, Vice Mayor Verder-Aliga, Councilmembers Arriola, Brown (arrived at 6:06 p.m.), Dew, Loera-Diaz, and Miessner
Absent: None
Staff present: City Manager Malone, Chief Assistant City Attorney Risner and City Clerk Abrahamson

3. PLEDGE OF ALLEGIANCE

4. ACTION CALENDAR

A. WORKSHOP ON DRAFT NEW TITLE 18 OF THE VALLEJO MUNICIPAL CODE - POLICE ACCOUNTABILITY

Recommendation: Conduct a workshop on the proposed Title 18 of the Vallejo Municipal Code - Police Accountability. If, after conducting the workshop, the City Council is satisfied with the ordinance as written, proceed to introduction of the ordinance.

Contact: Randy J. Risner, Chief Assistant City Attorney
randy.risner@cityofvallejo.net

Chief Assistant City Attorney Risner reviewed the three components of the Ordinance and revisions as requested by Council at its December 6 special meeting, including additional suggested edits proposed by Common Ground.

Staff responded to questions from Councilmembers.

Speakers: Renee Syke and Ian P (Common Ground), Emmy, Andrea Sorce, Mustafa Abdul-Ghanee, Melissa Swift, Robert Schussel, Gladys Castillo, Kerby Lynch, Dave Haldane, Sarah Creighton-Kirley (Common Ground), Brandon Greene, Michelle, Anne Carr, and an unidentified member of the public.

Chief Assistant City Attorney Risner addressed comments and responded to questions raised by the speakers.

Councilmembers provided comment and additional suggested revisions to the Ordinance.

The meeting recessed at 8:13 p.m. and reconvened at 8:25 p.m.

Additional comments were made by Councilmembers and further suggested revisions.

B. **INTRODUCTION OF AN ORDINANCE ENACTING TITLE 18 OF THE VALLEJO MUNICIPAL CODE -- POLICE OVERSIGHT AND ACCOUNTABILITY**

Recommendation: Introduce an ordinance to enact Title 18 of the Vallejo Municipal Code to be titled Police Oversight and Accountability and consider adoption at the December 20, 2022 Council meeting.

Contact: Randy J. Risner, Chief Assistant City Attorney
randy.risner@cityofvallejo.net

Action: *None. Introduction of an Ordinance will be presented to Council at a special meeting to be held on December 15, 2022, at 1 p.m.*

5. ADJOURNMENT

The meeting recessed at 9:20 p.m. to an adjourned special meeting to be held on December 15, 2022, at 1:00 p.m. Introduction of an ordinance will be presented to Council for its consideration at this special meeting.

_____
ROBERT H. MCCONNELL, MAYOR

ATTEST:

_____
DAWN G. ABRAHAMSON
CITY CLERK

VALLEJO CITY COUNCIL
SPECIAL MEETING MINUTES
DECEMBER 13, 2022

COUNCIL CHAMBERS
555 Santa Clara Street, Vallejo, California

1. CALL TO ORDER

The meeting was called to order at 4:33 p.m.

2. ROLL CALL

Present: Mayor McConnell, Vice Mayor Verder-Aliga (arrived at 4:35 p.m.), Councilmembers Arriola, Brown, Dew (arrived at 4:55 p.m.), Loera-Diaz, and Miessner (arrived at 4:43 p.m.)
Absent: None
Staff present: City Manager Malone, Chief Assistant City Attorney Risner, City Clerk Abrahamson, Assistant City Managers Davis and Hayes, Human Resources Director Ferguson, Assistant City Attorney Zagaroli, and Aaron Slater (Beauchaine Consulting Group, LLC.)

Speakers:

The City Council convened into Closed Session in the Council Conference Room at 4:37 p.m.

3. CLOSED SESSION

A. Conference with Labor Negotiators Pursuant to California Government Code Section 54957.6
Negotiators: Mike Malone, City Manager; Terrance Davis, Assistant City Manager; Shawn Hadnot, Employee & Labor Relations Officer; Aaron Slater (Beauchaine Consulting Group, LLC)
Employee Organization: Vallejo Police Officers Association (VPOA)

B. Conference with Real Property Negotiators Pursuant to Government Code Section 54956.8
Property: 285 Mare Island Way, Vallejo, California
Agency Negotiator: Gillian Hayes, Assistant City Manager and Veronica Nebb, City Attorney
Negotiating Parties: City of Vallejo and Yocha Dehe Wintun Nation
Under Negotiation: Price and Terms of Payment of Lease

C. Conference with Real Property Negotiators Pursuant to Government Code Section 54956.8
Property: APNS: 0081-040-100; 0081-040-110; 0081-040-620; 0081-040-790; 0081-040-880; 0081-191-010; 0081-630-030; 0181-190-010; 0181-190-070; and

0182-040-080
Agency Negotiator: Gillian Hayes, Assistant City Manager and Veronica Nebb, City Attorney
Negotiating Parties: City of Vallejo and Jeb Elmore, Blue Rock Springs, LLC
Under Negotiation: Price and Terms of Payment

D. Conference with Real Property Negotiators pursuant to Government Code Section 54956.8
Property: 0055-010-370; 0055-010-380; 0055-010-390; and 0055-010-400
Agency Negotiators: Gillian Hayes, Assistant City Manager and Veronica Nebb, City Attorney
Negotiating Parties: City of Vallejo and Joe Callahan, Callahan Property Company
Under Negotiation: Price and Terms of Payment

4. ADJOURNMENT

The meeting recessed at 5:50 p.m. and reconvened at 10:50 p.m. to discuss Items 3C and 3D.

Prior to adjourning at 12:19 a.m. Council returned to the Council Chambers in open to session. Chief Assistant City Attorney Risner reported staff provided direction to its real property negotiators with respect to Closed Session Items 3C and 3D.

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ROBERT H. MCCONNELL, MAYOR

ATTEST:

_____
DAWN G. ABRAHAMSON
CITY CLERK

VALLEJO CITY COUNCIL
SPECIAL SUCCESSOR AGENCY
MEETING MINUTES
DECEMBER 13, 2022

COUNCIL CHAMBERS
555 Santa Clara Street, Vallejo, California

1. CALL TO ORDER

The meeting was called to order at 6:55 p.m.

2. ROLL CALL

Present: Mayor McConnell, Vice Mayor Verder-Aliga, Councilmembers Arriola, Brown, Dew, Loera-Diaz, and Miessner
Absent: None
Staff present: City Manager Malone, Chief Assistant City Attorney Risner and City Clerk Abrahamson

3. PRESENTATIONS AND COMMENDATIONS – None.

4. CONSENT CALENDAR AND APPROVAL OF AGENDA

Action: *Moved by Vice Mayor Verder-Aliga and carried unanimously, unless otherwise noted, approval of the Agenda and the Consent Calendar.*

A. **CONSIDERATION OF APPROVAL OF A RESOLUTION APPROVING THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE FOR JULY 1, 2023 THROUGH JUNE 30, 2024 ("ROPS 23-24")**

Recommendation: Adopt a Resolution approving the Recognized Obligations Payment Schedule for July 1, 2023 through June 30, 2024 ("ROPS 23-24").
Contact: Rekha Nayar, Finance Director, (707) 648-4592
Rekha.Nayar@cityofvallejo.net
Action: *Adopted Resolution No. 22-001.*

5. ACTION CALENDAR – None.

6. ADJOURNMENT

The meeting adjourned at 6:58 p.m.

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ROBERT H. MCCONNELL, MAYOR

ATTEST:

DAWN G. ABRAHAMSON
CITY CLERK

VALLEJO CITY COUNCIL
REGULAR MEETING MINUTES
COUNCIL CHAMBERS

555 Santa Clara Street, Vallejo, California

DECEMBER 13, 2022

1. CALL TO ORDER

The meeting was called to order at 7:01 p.m.

2. ROLL CALL

Present: Mayor McConnell, Vice Mayor Verder-Aliga, Councilmembers Arriola, Brown, Dew, Loera-Diaz, and Miessner
Absent: None
Staff present: City Manager Malone, Chief Assistant City Attorney Risner and City Clerk Abrahamson

3. PLEDGE OF ALLEGIANCE

4. REPORT OUT OF CLOSED SESSION

Chief Assistant City Attorney Risner reported no action was taken in Closed Session with respect to Closed Session Items 3A and 3B and noted that following the conclusion of tonight's regular Council meeting, Council will resume back in Closed Session to discuss Closed Session Items 3C and 3D.

5. PRESENTATIONS AND COMMENDATIONS – None.

6. FIRST COMMUNITY FORUM

Speakers: Daniel Glaze, Daniel Boone, Edna D., Paul Winders, Anne Carr, and Najuawanda Daniels.

7. PUBLIC COMMENT REGARDING CONSENT CALENDAR ITEMS

Speakers: None.

8. CONSENT CALENDAR AND APPROVAL OF AGENDA

Action: *Moved by Vice Mayor Verder-Aliga and carried, unless otherwise noted, approval of the Agenda and the Consent Calendar (Absent- Arriola).*

A. APPROVAL OF MINUTES

Recommendation: Approve minutes for the special and regular meetings of November 15, 2022
Contact: Dawn G. Abrahamson, MMC, City Clerk (707) 648-4527

Dawn.Abrahamson@cityofvallejo.net
Action: *Approved minutes.*

B. **WAIVE FULL READING AND AUTHORIZING INTRODUCTIONS AND/OR ADOPTION OF ORDINANCES BY TITLE ONLY**

Recommendation: Waive reading and authorize introductions and/or adoption of any and all ordinances on this agenda, if any, by title only. This is a standard procedural action so the CIty Council does not have to read an ordinance in its entirety.

Contact: Dawn G. Abrahamson, MMC, City Clerk (707) 648-4527
Dawn.Abrahamson@cityofvallejo.net
Action: *Waived reading and authorized introductions and/or adoption of any and all ordinances on this agenda, if any, by title only. This is a standard procedural action so the City Council does not have to read an ordinance in its entirety.*

C. **PAYMENT OF CLAIMS: SEPTEMBER 2022**

Recommendation: Ratify the payment of claims for the period of September 1, 2022 through September 30, 2022.

Contact: Rekha Nayar, Finance Director (707) 648-4592
Rekha.Nayar@cityofvallejo.net
Action: *Ratified payment of claims for September 1-30, 2022.*

D. **ADOPT A RESOLUTION ESTABLISHING A SCHEDULE OF REGULAR CITY COUNCIL MEETINGS FOR 2023 AND 2024**

Recommendation: Adopt a resolution establishing a schedule of regular City Council meetings for 2023 and 2024.

Contact: Dawn G. Abrahamson, City Clerk (707) 648-4528
Dawn.Abrahamson@cityofvallejo.net
Action: *Adopted Resolution No. 22-195 N.C.*

E. **ADOPT A RESOLUTION APPROVING A CONTRACT WITH TRIMBLE INC. FOR WATER PRESSURE MONITORING DEVICES AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT AND FINDING SAME EXEMPT FROM THE CALIFORNINA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO CEQA GUIDELINES SECTION 15301**

Recommendation: Adopt a resolution authorizing the City Manager to execute a contract with Trimble, Inc. for Pressure Regulating Station monitors and ongoing subscription fees and lease fees for new and existing monitoring equipment.

Contact: Beth Schoenberger, Water Director
Beth.Schoenberger@cityofvallejo.net
Action: *Adopted Resolution No. 22-196 N.C.*

F. **ADOPTION OF A RESOLUTION RECEIVING AND FILING THE SB 165 ANNUAL REPORT FOR FY 2021-22**

Recommendation: Adopt a Resolution to receive and file the annual reports relating to special taxes levied in the City's Northeast Quadrant Improvement District No. 2003-01 and Hiddenbrooke Improvement District No. 1998-1 for fiscal year ended June 30, 2022.

Contact: Rekha Nayar, Finance Director (707-648-4592)
Rekha.Nayar@cityofvallejo.net
Action: *Adopted Resolution NO. 22-197 N.C.*

G. **ADOPT A RESOLUTION ACCEPTING, FILING, AND MAKING THE FINDINGS IDENTIFIED IN THE ANNUAL DEVELOPMENT IMPACT FEE REPORT FOR THE FISCAL YEAR ENDING JUNE 30, 2022**

Recommendation: Adopt a resolution accepting, filing, and making the findings identified in the annual Development Impact Fee Report for the fiscal year ending June 30, 2022.

Contact: Melissa Tigbao, Public Works Director (707) 648-4301
melissa.tigbao@cityofvallejo.net
Action: *Adopted Resolution No. 22-198 N.C.*

H. **APPROVE THE FOURTH AMENDMENT TO CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY AND AKIN GUMP STRAUS HAUER & FELD, EXTENDING THE TERM TO DECEMBER 31, 2023, AND AUTHORIZE THE CITY MANAGER TO EXECUTE SAME**

Recommendation:
Approve the Fourth Amendment to the Consultant and Professional Services Agreement with Akin Gump Straus Hauer & Feld ("Akin Gump") for legislative affairs services, extending the term to December 31, 2023 and authorizing the City Manager to execute same.

Contact: Terrance Davis, Assistant City Manager (707) 648-4301
Terrance.Davis@cityofvallejo.net
Action: *Approved the Fourth Amendment to the Consultant and Professional Services Agreement with Akin Gump Straus Hauer & Feld ("Akin Gump") for legislative affairs services, extending the term to December 31, 2023 and authorized the City Manager to execute same.*

I. **ADOPT FOUR RESOLUTIONS AUTHORIZING THE CITY MANAGER TO EXECUTE HISTORIC PROPERTY PRESERVATION AGREEMENTS PURSUANT TO THE MILLS ACT, CONSISTENT WITH THE RECOMMENDATIONS OF THE ARCHITECTURAL HERITAGE AND LANDMARKS COMMISSION, FOR THE PROPERTIES LOCATED AT 816 ALAMEDA STREET (APN 0056-152-200) (MILLS ACT #19-0001), 803 CAPITOL STREET (APN 0056-174-190) (MILLS ACT #22-0002), 705 GEORGIA STREET (APN 0056-204-010) (MILLS ACT #22-0003), AND 828 GEORGIA STREET (APN 0056-205-150) (MILLS ACT #22-0004) AND FINDING EACH OF THESE ACTIONS EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO CEQA GUIDELINES SECTION 15331**

Recommendation: Adopt four resolutions authorizing the City Manager to execute Historic Property Preservation Agreements pursuant to the Mills Act, consistent with the recommendations of the Architectural Heritage and Landmarks Commission, for the properties located at 816 Alameda Street (APN 0056-152-200) (Mills Act #19-0001), 803 Capitol Street (APN 0056-174-190) (Mills Act #22-0002), 705 Georgia Street (APN 0056-204-010) (Mills Act #22-0003), and 828 Georgia Street (APN 0056-205-150) (Mills Act #22-0004) and finding each of the actions exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15331.

Contact: Christina Ratcliffe, Planning & Development Services Director (707) 648-4326
Christina.Ratcliffe@cityofvallejo.net
Action: *Adopted Resolution Nos. 22-199 (816 Alameda Street), 22-200 (803 Capitol Street), 22-201 (705 Georgia Street), and 22-202 (828 Georgia Street).*

J. **ADOPT A RESOLUTION APPROVING A CONTRACT WITH LWP CLAIMS SOLUTIONS, INC. FOR WORKERS COMPENSATION AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT**

Recommendation: Adopt a resolution approving and authorizing the City Manager to execute an agreement for Third-Party Workers' Compensation Claims Administration Services with LWP Claims Solutions, Inc. for an amount not to exceed $760,319 during the proposed three-year agreement from January 1, 2023 through December 31, 2025.

Contact: Rachel Furgeson, Human Resoures Director
Rachel.Furgeson@cityofvallejo.net
Action: *Adopted Resolution No. 22-203 N.C.*

9. ACTION CALENDAR

A. **AMERICAN RESCUE PLAN ACT (ARPA) STATE AND LOCAL FISCAL RECOVERY FUNDS (SLFRF) NOTICE TO AMEND THE BUDGET**

Recommendation:

1. Receive a presentation regarding the American Rescue Plan Act and consider staff recommendations on the allocation of ARPA State and Local Fiscal Recovery Funds.
2. Give notice to amend the FY 2022-23 budget on behalf of the City.

Contact: Terrance Davis, Assistant City Manager
Terrance.Davis@cityofvallejo.net
(707) 648-4301

Assistant City Manager Davis provided introductory comments. Administrative Analyst Wilson provided an overview of the ARPA Program, funding allocation, eligible expenditures and first Tranche expenditures, discussed the research process, council direction and community input, and reviewed the project recommendations.

Staff responded to questions from Councilmembers.

Speakers: Anne Carr and Paul Winders.

Another question and answer period followed. Councilmembers provided comment.

***Action*: (1)** *Moved by Councilmember Loera-Diaz and failed to (1) receive a presentation regarding the APRA and consider staff recommendations on the allocation of ARPA State and Local Fiscal Recovery Funds, and (2) continue the Notice of Intent to the January 24, 2023 regular City Council meeting (Ayes – Mayor McConnell, Councilmembers Arriola and Loera-Diaz; Noes – Councilmembers Brown, Dew, Miessner and Vice Mayor Verder-Aliga)*

(2) Moved by Vice Mayor Verder-Aliga and carried to (1) receive a presentation regarding the ARPA and consider staff recommendations on the allocation of ARPA State and Local Fiscal Recovery Funds, and (2) provided notice to amend FY 2022-23 budget on behalf of the City (Ayes – Councilmembers Brown, Dew, Miessner, and Vice Mayor Verder-Aliga: Noes – Mayor McConnell, Councilmembers Arriola and Loera-Diaz).

B. **ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN A LEASE WITH THE YOCHA DEHE WINTUN NATION FOR 35 YEARS WITH FOUR 5-YEAR OPTIONAL EXTENSIONS FOR THE PROPERTY LOCATED AT 285 MARE ISLAND WAY, VALLEJO, CA 94590 (APNS 0055 170 040 AND 0055 170 410) AFTER FINDING THE ACTION EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT PURSUANT TO GUIDELINES SECTION 15301**

Recommendation: Adopt a resolution authorizing the City Manager to sign a lease with the Yocha Dehe Wintun Nation for 35 years with four 5-year optional extensions for the property located at 285 Mare Island Way, Vallejo, California 94590 (APNs 0055 170 040 and 0055 170 410) after finding the action exempt from the California Environmental Quality Act pursuant to Guidelines Section 15301.

Contact: Gillian Hayes, Assistant City Manager (707) 648-4163 Gillian.Hayes@cityofvallejo.net

Assistant City Manager Hayes identified the site location, provided background information on the project, outlined the proposed lease agreement terms and next steps and staff recommendation.

Speakers: Anne Carr and Jimmy Genn.

Councilmembers provided comment.

***Action*:** *Moved by Vice Mayor Verder-Aliga and carried unanimously to adopt*

Resolution No. 22-204 N.C. to include making the date of the Lease after December 20, 2022 when a resolution will return to Council making certain findings that this is surplus property and is exempt.

C. **CONDUCT A PUBLIC HEARING AND ADOPT A RESOLUTION ESTABLISHING NEW PUBLIC WORKS DEPARTMENT-ENGINEERING DIVISION FEES AND CHARGES FOR FISCAL YEAR 2022-2023 EFFECTIVE JANUARY 1, 2023**

Recommendation: Conduct a public hearing and, upon conclusion, adopt a resolution establishing new Public Works Department - Engineering Division fees and charges for FY 2022-2023 effective January 1, 2023.

Contact: Melissa L. Tigbao, Public Works Director (707) 648-4433
Melissa.Tigbao@cityofvallejo.net

Public Works Director Tigbao and Assistant Public Works Director/City Engineer Sequeira provided introductory comments.

Ruben Rivas (MGT Contacts) provided background and project history information, shared the objectives, reviewed the study methodology and summarized the results and outlined the recommendations.

Mayor McConnell opened the public hearing.

Speakers: Anne Carr.

There being no further speakers, the public hearing was closed.

Staff responded to questions from the speaker and Councilmembers. Councilmembers provided comment.

Action: *Moved by Vice Mayor Verder-Aliga and carried unanimously to adopt Resolution No. 22-205 N.C.*

D. **INTRODUCE AN ORDINANCE AMENDING CHAPTER 2.52 OF THE VALLEJO MUNICIPAL CODE RELATED TO COMPENSATION OF THE MAYOR AND COUNCIL**

Recommendation: Introduce an Ordinance amending Chapter 2.52 of the Vallejo Municipal Code related to compensation of the Mayor and Council

Contact: Terrance Davis, Assistant City Manager (707) 648-4301
Terrance.Davis@cityofvallejo.net

Assistant to the City Manager Peterson provided background information, shared a salary comparison containing 12 other cities, discussed the increase and what is legally allowed under the statute, and concluded the presentation by outlining next steps.

Speakers: Anne Carr.

Staff responded to questions from Councilmembers. Councilmembers provided comment.

Action: *Moved by Vice Mayor Verder-Aliga and carried unanimously to introduce an Ordinance amending Chapter 2.52 of the Vallejo Municipal Code related to compensation of the Mayor and Council.*

E. **REQUEST BY COUNCILMEMBER LOERA-DIAZ TO ADD AN AGENDA ITEM AT A FUTURE MEETING TO CONSIDER ADOPTION OF AN ORDINANCE RELATING TO SEPARATION REQUIREMENTS FOR HOMELESS ENCAMPMENTS FROM SCHOOLS OR DAY CARE FACILITIES**

Recommendation: Consider Councilmember Loera-Diaz's request and direct staff to prepare and present relevant materials at a subsequent meeting.

Contact: Councilmember Loera-Diaz
Mina.Loera-Diaz@cityofvallejo.net

Councilmember Loera-Diaz discussed the nature of her request.

Staff responded to questions from Councilmembers. Councilmembers provided comment.

Action: *Moved by Mayor McConnell and carried to terminate further debate and schedule a study session on homelessness and problems that contribute to homelessness and give staff sufficient time to make that investigation and report for February 7, 2023 (Noes – Brown).*

10. INFORMATION CALENDAR – None.

11. CITY MANAGER'S REPORT

Assistant to the City Manager Peterson provided an update on the Warming Center. City Manager Malone acknowledged Public Works Director Tigbao and the Saint Vincent Neighborhood group for its work related to traffic issues and additional lighting.

12. CITY ATTORNEY'S REPORT – None.

13. COMMUNITY FORUM

Speakers: Kenneth P.

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

Councilmembers reported on various meetings and community events attended.

15. ADJOURNMENT

The meeting adjourned at 10:50 p.m. to reconvene into Closed Session to discuss Items 3C and 3D.

_____
ROBERT H. MCCONNELL, MAYOR

ATTEST:

_____
DAWN G. ABRAHAMSON
CITY CLERK

VALLEJO CITY COUNCIL
ADJOURNED SPECIAL COUNCIL MEETING MINUTES
DECEMBER 15, 2022

COUNCIL CHAMBERS
555 Santa Clara Street, Vallejo, California

1. CALL TO ORDER

The adjourned meeting from December 12, 2022 was called to order at 1:00 p.m.

2. ROLL CALL

Present: Mayor McConnell, Vice Mayor Verder-Aliga, Councilmembers Arriola, Brown, Dew, Loera-Diaz, and Miessner (arrived at 1:01 p.m.)
Absent: None
Staff present: City Manager Malone, Chief Assistant City Attorney Risner and City Clerk Abrahamson

3. PLEDGE OF ALLEGIANCE

4. ACTION CALENDAR

A. INTRODUCTION OF AN ORDINANCE ENACTING TITLE 18 OF THE VALLEJO MUNICIPAL CODE -- POLICE OVERSIGHT AND ACCOUNTABILITY

Recommendation: Introduce an ordinance to enact Title 18 of the Vallejo Municipal Code to be titled Police Oversight and Accountability and consider adoption at the December 20, 2022 Council meeting.

Contact: Randy J. Risner, Chief Assistant City Attorney
randy.risner@cityofvallejo.net

Chief Assistant City Attorney Risner reviewed the changes to the Ordinance as requested by Council at its December 12, 2022 special meeting.

Speakers: Jason, Glenda Goode and Allison Mazara (Common Ground), Paul Winders, Avi Frey (ACLU), Andrea Sorce, and Paula M.

Chief Assistant City Attorney Risner addressed concerns raised by the speakers.

Councilmembers provided comment and discussion on revisions to the membership of the Police Oversight Board as proposed by Councilmember Brown.

The meeting recessed at 2:11 p.m. and reconvened at 2:20 p.m.

Chief Assistant City Attorney Risner restated the revision as requested by Councilmember Brown.

Councilmembers provided additional comments.

Action: *Moved by Vice Mayor Verder-Aliga and carried to introduce an ordinance to enact Title 18 of the Vallejo Municipal Code to be titled Police Oversight and Accountability and consider adoption at the December 20, 2022 Council meeting as revised at the request of Councilmember Brown to Section 18.030.020-Membership to state the following: the Commission shall consist of 7 members and 2 alternate members appointed by the mayor and City Council. Each Councilmember shall appoint a member who is living within that Councilmember's District. However, if in the opinion of the appointing Councilmember, there are no qualified candidates or in order to fulfill the City's obligation for diversity set forth in Section 18.030.020C, the councilmember may select a candidate outside of their District. It was noted that all appointments will need to be ratified by the full Council (Noes – Arriola).*

5. ADJOURNMENT

The meeting adjourned at 2:28 p.m.

_____
ROBERT H. MCCONNELL, MAYOR

ATTEST:

_____
DAWN G. ABRAHAMSON
CITY CLERK

VALLEJO CITY COUNCIL
SPECIAL MEETING MINUTES
DECEMBER 20, 2022

COUNCIL CHAMBERS
555 Santa Clara Street, Vallejo, California

.

1. CALL TO ORDER

The meeting was called to order at 5:45 p.m.

2. ROLL CALL

Present: Mayor McConnell, Vice Mayor Verder-Aliga, Councilmembers Arriola, Brown (arrived during Closed Session), Dew (arrived at 5:47 p.m.), Loera-Diaz, and Miessner (arrived during Closed Session)
Absent: None
Staff present: Assistant City Manager Davis, Chief Assistant City Attorney Risner, City Clerk Abrahamson, Assistant City Attorney Knight, Assistant City Manager Hayes, and Economic Development Director Nimon.

The Council convened into Closed Session in the Council Conference Room at 5:49 p.m.

3. CLOSED SESSION

A. Conference with Legal Counsel - Existing Litigation: Informed California Foundation, Inc. v. City of Vallejo, Solano County Superior Court, Case No. FCS057109, pursuant to California Government Code Section 54956.9(d)(1)

B. Conference with Real Property Negotiators Pursuant to Government Code Section 54956.8
Property: APNS: 0081-040-100; 0081-040-110; 0081-040-620; 0081-040-790; 0081-040-880; 0081-191-010; 0081-630-030; 0181-190-010; 0181-190-070; and 0182-040-080
Agency Negotiator: Gillian Hayes, Assistant City Manager and Veronica Nebb, City Attorney
Negotiating Parties: City of Vallejo and Jeb Elmore, Blue Rock Springs, LLC
Under Negotiation: Price and Terms of Payment

4. ADJOURNMENT

The meeting adjourned at 6:32 p.m.

_____
ROBERT H. MCCONNELL, MAYOR

ATTEST:

_____
DAWN G. ABRAHAMSON
CITY CLERK

VALLEJO CITY COUNCIL
REGULAR MEETING MINUTES
DECEMBER 20, 2022

COUNCIL CHAMBERS
555 Santa Clara Street, Vallejo, California

DECEMBER 20, 2022

1. CALL TO ORDER

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

2. ROLL CALL

Present: Mayor McConnell, Vice Mayor Verder-Aliga, Councilmembers Arriola, Brown, Dew, Loera-Diaz, and Miessner
Absent: None
Staff present: Assistant City Manager Davis, Chief Assistant City Attorney Risner and City Clerk Abrahamson

3. PLEDGE OF ALLEGIANCE

4. REPORT OUT OF CLOSED SESSION

Chief Assistant City Attorney Risner reported Council provided direction to staff on Closed Session Items 3A and 3B.

5. PRESENTATIONS AND COMMENDATIONS – None.

6. FIRST COMMUNITY FORUM

Speakers: Daniel Glaze, Daniel Boone, Jimmy Genn, Anna Bergman, Paul Winders, and Calvin Harrell.

7. PUBLIC COMMENT REGARDING CONSENT CALENDAR ITEMS

Speakers: None.

8. CONSENT CALENDAR AND APPROVAL OF AGENDA

Action: *Moved by Vice Mayor Verder-Aliga and carried unanimously, unless otherwise noted, approval of the Agenda and the Consent Calendar with the reordering of the Action Calendar making Item 9E the first item and all other items in the order as they appeared on the agenda.*

A. WAIVE FULL READING AND AUTHORIZING INTRODUCTIONS AND/OR ADOPTION OF ORDINANCES BY TITLE ONLY

Recommendation: Waive reading and authorize introductions and/or adoption of any and all ordinances on this agenda, if any, by title only. This is a standard procedural action so the City Council does not have to read an ordinance in its

entirety.

Contact: Dawn G. Abrahamson, MMC, City Clerk (707) 648-4527
Dawn.Abrahamson@cityofvallejo.net
Action: *Waived full reading and authorized introductions and/or adoption of any and all ordinances on this agenda, if any, by title only. This is a standard procedural action so the City Council does not have to read an ordinance in its entirety.*

B. **ADOPTION OF A RESOLUTION RECITING THE FACT OF THE GENERAL MUNICIPAL ELECTION HELD ON NOVEMBER 8, 2022 DECLARING THE RESULTS AND SUCH OTHER MATTERS AS PROVIDED BY LAW**

Recommendation: Adopt a resolution reciting the fact of the General Municipal Election held on November 8, 2022 declaring the results and such other matters as provided by law.

Contact: Dawn G. Abrahamson, City Clerk (707) 648-4528
Dawn.Abrahamson@cityofvallejo.net
Action: *Adopted Resolution No. 22-206 N.C.*

C. **PAYMENT OF CLAIMS: OCTOBER 2022**

Recommendation: Ratify the payment of claims for the period of October 1, 2022 through October 31, 2022.

Contact: Rekha Nayar, Finance Director (707) 648-4592
Rekha.Nayar@cityofvallejo.net
Action: *Ratified the payment of claims for the period of October 1, 2022 through October 31, 2022*

D. **RECEIVE THE CITY MANAGER'S REQUEST AND NOTICE OF INTENT TO AMEND THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM BUDGET FOR FISCAL YEAR (FY) 2022-23 (STEP ONE OF TWO)**

Recommendation: Receive and file the City Manager's request and provide a Notice of Intent to amend the Community Development Block Grant (CDBG) Program Budget for Fiscal Year (FY) 2022-23 in an anticipated increased amount of $1,315,850.

Contact: Gillian Hayes, Assistant City Manager, (707) 648-4163
Gillian.Hayes@cityofvallejo.net
Action: *Received and filed the City Manager's request and provide a Notice of Intent to amend the Community Development Block Grant (CDBG) Program Budget for Fiscal Year (FY) 2022-23 in an anticipated increased amount of $1,315,850.*

E. **ADOPT A RESOLUTION APPROVING THE FISCAL YEAR (FY) 2023-24 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM AND HOME INVESTMENT PARTNERSHIPS (HOME) PROGRAM FUNDING PROCESS AND CRITERIA**

Recommendation: Adopt the enclosed Resolution approving a Fiscal Year (FY) 2023-24 (July 1, 2023 through June 30, 2024) Community Development Block Grant (CDBG) Program and HOME Investment Partnerships (HOME) Program funding process and criteria.

Contact: Gillian Hayes, Assistant City Manager (707) 648-4163
Gillian.Hayes@cityofvallejo.net
Action: *Adopted Resolution No. 22-207 N.C.*

F. **CONSIDERATION AND POSSIBLE ADOPTION OF A RESOLUTION APPROVING THE HOME INVESTMENT PARTNERSHIPS (HOME) PROGRAM AMERICAN RESCUE PLAN (HOME-ARP) DRAFT ALLOCATION PLAN IN ORDER TO RECEIVE AND ADMINISTER $2,213,960 IN FISCAL YEAR (FY) 2021-22 FUNDING FROM THE U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD)**

Recommendation: Adopt a Resolution approving the City's Substantial Amendment to the Fiscal Year (FY) 2021-22 Annual Action Plan for submission to the U. S. Department of Housing and Urban Development (HUD), which will include the City's HOME Investment Partnerships (HOME) Program American Rescue Plan (HOME-ARP) Allocation Plan.

Contact: Gillian Hayes, Assistant City Manager (707) 648-4163
Gilian.Hayes@cityofvallejo.net
Action: *Adopted Resolution No. 22-208 N.C.*

G. **ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A NEW AGREEMENT WITH BEAUCHAINE CONSULTING GROUP, LLC. FOR HR CONSULTING SERVICES IN AN AMOUNT NOT TO EXCEED $93,000.**

Recommendation: Adopt a resolution authorizing the City Manager to execute a new Agreement with Beauchaine Consulting Group, LLC. for HR Consulting services in an amount not to exceed $93,000.

Contact: Rachel Ferguson, Human Resources Director
Rachel.Ferguson@cityofvallejo.net
Action: *Adopted Resolution No. 22-209 N.C.*

H. **ADOPT A RESOLUTION APPROVING A CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT WITH GUTIERREZ/ASSOCIATES ARCHITECTS FOR ARCHITECTURAL DESIGN SERVICES IN THE AMOUNT OF $288,000 PLUS CONTINGENCY FOR THE HOMELESS NAVIGATION CENTER PROJECT AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAME**

Recommendation: Adopt a resolution approving a Consultant and Professional Services Agreement with Gutierrez/Associates Architects for architectural design services in the amount of $288,000 plus contingency for the Homeless Navigation Center Project and authorizing the City Manager to execute same.

Contact: Melissa Tigbao, Public Works Director (707) 648-4433
Melissa.Tigbao@cityofvallejo.net
Action: *Adopted Resolution No. 22-210 N.C.*

I. **ADOPT AN ORDINANCE AMENDING CHAPTER 2.52 OF THE VALLEJO MUNICIPAL CODE RELATED TO COMPENSATION OF THE MAYOR AND COUNCIL**

Recommendation: Adopt an ordinance amending Chapter 2.52 of the Vallejo

Municipal Code related to compensation of the Mayor and Council.
Contact: Terrance Davis, Assistant City Manager (707) 648-4301
Terrance.Davis@cityofvallejo.net
Action: *Adopted Ordinance No. 1877 N.C. (2d)*

J. **ADOPT A RESOLUTION APPROVING A MID-YEAR SALARY PLAN AMENDMENT FOR FISCAL YEAR 2022-2023 RELATING TO THE COMPENSATION OF THE MAYOR AND CITY COUNCIL**

Recommendation: Adopt a resolution approving a mid-year salary plan amendment for fiscal year 2022-2023 relating to the compensation of the Mayor and City Council.

Contact: Terrance Davis, Assistant City Manager (707) 648-4301
Terrance.Davis@cityofvallejo.net
Action: *Adopted Resolution No. 22-211 N.C.*

K. **ADOPT A RESOLUTION FINDING THE CITY-OWNED PROPERTY LOCATED AT 285 MARE ISLAND WAY, CONSISTING OF APNS 0055-170-400 AND 0055-170-410, NO LONGER NECESSARY FOR THE CITY'S USE AND DECLARING THE SURPLUS PROPERTY "EXEMPT" PURSUANT TO GOVERNMENT CODE SECTION 54221(f)(1)(D)**

Recommendation: Adopt a resolution finding the City-owned property located at 285 Mare Island Way, consisting of APNS 0055-170-400 and 0055-170-410, no longer necessary for the City's use and declaring the surplus property "exempt" pursuant to Government Code Section 54221(f)(1)(D)

Contact: Gillian Hayes, Assistant City Manager
(707) 648-4163
gillian.hayes@cityofvallejo.net
Action: *Adopted Resolution No. 22-212 N.C.*

L. **ADOPT A RESOLUTION AMENDING THE FISCAL YEAR 2022-23 BUDGET TO APPROPRIATE EXPENDITURES FROM THE AMERICAN RESCUE PLAN ACT (ARPA) SECOND TRANCHE AND ADOPT A RESOLUTION AUTHORIZING THE PURCHASE OF A TYPE I FIRE TRUCK FOR $875,000 AND A TYPE VI BRUSH TRUCK FOR $250,000 UTILIZING ARPA FUNDS**

Recommendation:

1. Adopt a Resolution to amend the budget for the second tranche of the ARPA grant award of $12,863,868 from the Federal Government.
2. Adopt a Resolution to authorize the purchase of a Type I Fire Truck, not to exceed $875,000, and a Type VI Brush Truck, not to exceed $250,000, utilizing ARPA funds.

Contact: Terrance Davis, Assistant City Manager (707) 648-4301
Terrance.Davis@cityofvallejo.net
Action: *(1) Adopted Resolution No. 22-213 N.C. and (2) adopted Resolution No. 22-214 N.C.*

9. ACTION CALENDAR

Items under the Action Calendar were taken out of order with Item 9E heard first. All other items were heard in the order as they appeared on the agenda. The minutes reflect the items in the order as they appear on the agenda.

A. **ADOPT A RESOLUTION APPROVING THE PROJECT PLANS AND SPECIFICATIONS FOR THE HIDDENBROOKE ENTRY PARKWAY LANDSCAPE IMPROVEMENT/REHABILITATION PROJECTS AND AUTHORIZING THE CITY MANAGER TO AWARD A CONSTRUCTION CONTRACT IN THE AMOUNT OF $2,070,056 TO MCGUIRE AND HESTER IN ACCORDANCE WITH THE APPROVED PLANS AND SPECIFICATIONS AND FINDING THE PROJECT EXEMPT FROM THE REQUIREMENTS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO CEQA GUIDELINES SECTION 15304(b)**

Recommendation: Adopt a Resolution approving the project drawings and specifications for the Hiddenbrooke Parkway Landscape Improvements / Rehabilitation Projects (PWL001 & PW9435) and authorizing the City Manager to execute a construction contract in the amount of $2,070,056 with McGuire and Hester of Alameda, California in accordance with the approved drawings and specifications.

Contact: Melissa Tigbao, Public Works Director (707) 648-4433
Melissa.Tigbao@cityofvallejo.net

Assistant Public Works Director Sequeira provided introductory comments. Landscape Maintenance Manager Lacey provided an overview of the staff report and outlined the recommendation.

Councilmembers provided comment.

Action: *Moved by Vice Mayor Verder-Aliga and carried unanimously to adopt Resolution No. 22-215 N.C.*

B. **ADOPT A RESOLUTION AUTHORIZING THE CHIEF OF POLICE TO ENTER INTO A NO-COST, "BETA TEST" CONTRACT WITH FLOCK AUDITORY GUNSHOT DETECTION (RAVEN) TECHNOLOGY DEPLOYMENT**

Recommendation: The Police Chief is recommending the Vallejo City Council adopt a resolution accepting an offer by Flock Safety to "beta Test" 80-100 gunshot auditory detection devices throughout Vallejo areas adversely impacted by gun violence.

Contact: Jason Ta, Interim Police Chief (707) 648-5200
Jason.Ta@cityofvallejo.net

Interim Police Chief Ta provided introductory comments. Captain Ramsey discussed Flock Safety's mission, provided an overview of the technology and addressed questions previously received from Councilmembers.

Surveillance Advisory Board (SAB) Vice Chair Sorce and Boardmember Bregenzer read a statement prepared by the SAB.

Speakers: Andrea Sorce, Jameelah Hanif, Phillip Balbuena, Paul Winders, and

Chris Platzer.

Chief Ta addressed concerns raised by the speakers. Staff responded to additional Councilmember questions. Councilmembers provided comment.

Action: *Moved by Vice Mayor Verder-Aliga and carried unanimously to adopt Resolution No. 22-216 N.C., a resolution accepting an offer by Flock Safety to "beta Test" 80-100 gunshot auditory detection devices throughout Vallejo areas adversely impacted by gun violence with the following additions: (1) direct the Police Chief to continue to work with and provide updates to the SAB and to provide monthly reports about the use of the system to the City Council.*

C. **CONSIDER THE POSSIBLE ADOPTION OF RESOLUTIONS: (1) DECLARING A PORTION OF APNS: 0081-040-100, 0081-040-880, 0081-191-010, 0081-040-110, AND 0181-190-010 EXEMPT FROM THE PROVISIONS OF AB 1486 PURSUANT TO GOVERNMENT CODE SECTION 54234(a)(1) AND MAKING CEQA FINDINGS OF EXEMPTION RELATED THERETO; (2) APPROVING A PURCHASE AND SALE AGREEMENT FOR THOSE PORTIONS OF APNS 0081-040-100, 0081-040-880, 0081-040-110, 0181-190-010, AND 0081-191-010 DECLARED EXEMPT, AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAME AFTER MAKING CEQA FINDINGS OF EXEMPTION RELATED THERETO; AND (3) APPROVING A LEASE FOR THE SAME PROPERTIES AFTER MAKING CEQA FINDINGS OF EXEMPTION RELATED THERETO**

Recommendation: Adopt Resolutions: (1) Declaring a Portion of Apns: 0081-040-100, 0081-040-880, 0081-191-010, 0081-040-110, And 0181-190-010 exempt from the provisions of AB 1486 pursuant to Government Code Section 54234(A)(1) and making CEQA findings of exemption related thereto; (2) Approving A Purchase And Sale Agreement For 655 Columbous Parkway (A Portion Of Apns 0081-040-100, 0081-040-880, 0081-040-110, 0181-190-010, And 0081-191-010), And Authorize The City Manager To Execute Same After Making CEQA Findings Of Exemption Related Thereto; And (3) Approving A Lease For The Same Properties After Making CEQA Findings Of Exemption Related Thereto

Contact: Gillian Hayes, Assistant City Manager
(707) 648-4163: gillian.hayes@cityofvallejo.net

Assistant City Manager Hayes shared a map showing the site location, provided background information on the Project, reviewed the terms of the Purchase and Sale Agreement, and outlined next steps and the recommendation.

Speakers: Kenneth and Paul Winders.

Staff responded to questions raised by the speakers

The meeting recessed at 10:20 p.m. and reconvened at 10:22 p.m..

Action: *Moved by Mayor McConnell and carried unanimously to: (1) adopt Resolution No. 22-217 N.C., (2) adopt Resolution No. 22-218 N.C., and (3) adopt Resolution No. 22-219 N.C.*

D. **ACTIONS RELATED TO THE TRANSACTIONS AND USE TAX APPROVED BY THE VOTERS ON NOVEMBER 8, 2023 IN ACCORDANCE WITH SECTION 3.09 OF THE VALLEJO MUNICIPAL CODE, INCLUDING THE ADOPTION OF A RESOLUTION CONFIRMING SPENDING PRIORITIES FOR MEASURE P REVENUES, AND ADOPTION OF A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AGREEMENTS WITH THE CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION FOR IMPLEMENTATION OF A LOCAL TRANSACTIONS AND USE TAX AND AUTHORIZING THE EXAMINATION OF SALES OR TRANSACTIONS AND USE TAX RECORDS**

Recommendation:

1. Adopt a resolution authorizing the California Department Of Tax And Fee Administration to examine sales or transactions and use tax records in accordance with Ordinance 1866.
2. Adopt a resolution authorizing the City Manager to execute agreements with the California Department of Tax and Fee Administration for implementation of a local transactions and use tax.
3. Adopt a resolution approving spending priorities related to revenues derived from the establishment of Measure P, a seven-eighths (0.875) of one cent general purpose revenue measure.

Contact: Terrance Davis, Assistant City Manager
(707) 648.4301, terrance.davis@cityofvallejo.net

Assistant City Manager Davis reviewed the fiscal administration and accountability provisions of the Ordinance, outlined the previously adopted Council spending priorities and discussed future action items.

Speakers: Jameelah Hanif.

Councilmembers provided comment.

***Action*: (1)** *Moved by Mayor McConnell and carried unanimously to adopt Resolution No. 22-220 N.C., a resolution authorizing the California Department of Tax and Fee Administration to examine sales or transactions and use tax records in accordance with Ordinance No. 1866 N.C. (2d).*

***(2)** Moved by Mayor McConnell and carried unanimously to adopt Resolution No. 22-221 N.C., a resolution authorizing City Manager to execute agreements with the California Department of Tax and Fee Administration for implementation of a local transactions and use tax.*

***(3)** Moved by Councilmember Loera-Diaz and carried unanimously to add Youth Programs and Activities as a priority for use of revenue generated by the Measure.*

***(4)** Moved by Councilmember Loera-Diaz to continue adoption of a resolution approving spending priorities related to revenues derived from the establishment of Measure P, a seven-eighths of one cent general purpose revenue measure to*

the February 14, 2023 regular meeting.

(5) *On a substitute motion offered by Vice Mayor Verder-Aliga, which carried, it was moved to adopt Resolution No. 22-222 N.C., a resolution approving spending priorities related to revenues derived from the establishment of Measure P, a seven-eighths (0.875) of one cent general purpose revenue measure to include adding addressing funding for youth programs and activities as a priority for the uses of revenue generated by the Measure (Noes – Arriola and Loera-Diaz).*

E. **ADOPTION OF AN ORDINANCE ENACTING TITLE 18 OF THE VALLEJO MUNICIPAL CODE -- POLICE OVERSIGHT AND ACCOUNTABILITY**

Recommendation: Subject to completing the meet and confer process with the City's bargaining units, adopt an ordinance to enact Title 18 of the Vallejo Municipal Code to be titled Police Oversight and Accountability.

Contact: Randy J. Risner, Chief Assistant City Attorney
randy.risner@cityofvallejo.net

Chief Assistant City Attorney Risner reviewed changes made at the December 15 special Council meeting and outlined the recommendation.

Speakers: Renee Sykes and Tazamisha Alexander (Common Ground) and Paul Winders.

Councilmembers provided comment.

Action: *Moved by Vice Mayor Verder-Aliga and carried to adopt Ordinance No. 1878 N.C. (2d) (Noes – Arriola).*

10. INFORMATION CALENDAR – None.

11. CITY MANAGER'S REPORT

Assistant City Manager Davis reminded Council and the community of the closure of City Hall from December 26 through January 2, 2023.

12. CITY ATTORNEY'S REPORT – None.

13. COMMUNITY FORUM

Speakers: None.

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

Councilmembers reported on meetings and community events attended.

15. ADJOURNMENT

Mayor McConnell adjourned the meeting in memory of Fairfield Mayor Price at 11:13 p.m.

_____
ROBERT H. MCCONNELL, MAYOR

ATTEST:

_____
DAWN G. ABRAHAMSON
CITY CLERK

CONSENT CALENDAR 4.B.

DATE: January 3, 2023
TO: Mayor and Members of the City Council
FROM: Gillian Hayes, Assistant City Manager
SUBJECT: **ADOPT A RESOLUTION RATIFYING: (1) THE FILING WITH THE VALLEJO PUBLIC FINANCING AUTHORITY THE AMENDED EXHIBITS TO THE AMENDED AND RESTATED MASTER LEASE AGREEMENT AND AMENDED AND RESTATED MASTER SITE LEASE TO REFLECT THE SUBSTITUTION OF THE REAL PROPERTY KNOWN AS 400 MARE ISLAND WAY, ASSESSOR PARCEL NO. 0055-160-560, FOR THE BLUE ROCK SPRINGS GOLF COURSE PROPERTY, ASSESSOR PARCEL NOS. 0081-040-100; 0081-040-110; 0081-040-880; 0081-191-010; 0181-190-070; AND 0182-040-080 THEREIN; AND (2) AUTHORIZING THE CITY MANAGER TO TAKE ALL ACTIONS NECESSARY TO EFFECT THE SUBSTITUTION**

RECOMMENDATION

Adopt a resolution of the City Council of the City of Vallejo ratifying: (1) the filing with the Vallejo Public Financing Authority (VPFA) the amended exhibits to the Amended and Restated Master Lease Agreement and Amended and Restated Master Site Lease to reflect the substitution of the real property known as 400 Mare Island Way, Assessor Parcel No. 0055-160-560, for the Blue Rock Springs Golf Course property, Assessor Parcel Nos. 0081-040-100; 0081-040-110; 0081-040-880; 0081-191-010; 0181-190-070; and 0182-040-080 therein; and (2) authorizing the city manager to take all actions necessary to effect the substitution.

REASONS FOR RECOMMENDATION

Staff recommends that the City Council approve this ratification of City Council and VPA direction in order to effectuate the amendments to the Master Leases to remove Blue Rock Golf Course from the list of collateral obligations under the Lease Agreement with Union Bank and substitute it with the 400 Mare Island Wy property, in order to proceed with the Sale of the Golf Course property to support potential future development of the site.

BACKGROUND AND DISCUSSION

Background

At the time of Bankruptcy, the City entered into a Master Lease that obligated 20 City owned properties as collateral to the Master Lease and loan. Blue Rock Golf Course is one of those listed collateral properties.

In order to pursue redevelopment of the Blue Rock Golf Course to ensure a revenue positive operation, staff is recommending removing the Blue Rock Golf Course from the lease obligations and replacing it with 400 Mare Island Way.

Proposal

The Master lease allows for substitution from time to time of properties within said Master Lease.

The requested action to be taken is the filing by the City with the VPFA of an amended Exhibit A to the Master Site Lease and an amended Exhibit C to the Amended and Restated Master Lease Agreement to allow for a substitution of collateral properties. Those Exhibits are the legal descriptions of the property which need to be amended to reflect the substitution of the property. Section 8.03 of the Amended and Restated Master Lease

Agreement provides:

Section 8.03 Amendment of Master Lease Agreement.

The Master lease allows for substitution from time to time of properties within said Master Lease.

The requested action to be taken is the filing by the City with the VPFA of an amended Exhibit A to the Master Site Lease and an amended Exhibit C to the Amended and Restated Master Lease Agreement to allow for a substitution of collateral properties. Those Exhibits are the legal descriptions of the property which need to be amended to reflect the substitution of the property. Section 8.03 of the Amended and Restated Master Lease Agreement provides:

Section 8.03 Amendment of Master Lease Agreement.

(a) Substitution of Property. The City shall have, and is hereby granted, the option at any time and from time to time during the Term to substitute other land (a “Substitute Property”) for the Property or a portion thereof, provided that the City shall satisfy all of the following requirements which are hereby declared to be conditions precedent to such substitution:

(i) The City shall file with the Authority and the Bank an amended Exhibit A to the Master Site Lease which describes the Substitute Property and any remaining Property;

(ii) The City shall file with the Authority and the Bank an amended Exhibit C to this Master Lease Agreement which describes the Substitute Property and any remaining Property;

(iii) The City shall obtain a modification of the Title Insurance then insuring the City’s leasehold estate in the Property insuring the City’s leasehold estate in the Substitute Property, subject only to then-existing Permitted Encumbrances;

(iv) Such substitution shall not cause the City to violate any of its covenants, representations and warranties made in this Master Lease Agreement or in the Reimbursement Agreement Payment Agreement; and

(v) The City shall have obtained the prior written consent of the Bank, which consent shall not be unreasonably withheld.

City staff has been coordinating with the Bank and their Counsel to address all of the substitution requirements listed above in a timely manner.

Next Steps

If City Council approves the ratification of the proposed amendments, they will be executed and City staff will work with the bank to amend the Master Lease and remove Blue Rock Golf Course at 655 Columbus Parkway from the lease collateral obligations and substitute into the Master Lease 400 Mare Island Way. All items listed above will be completed. The applicable documents will be re-recorded and Title Policies amended to reflect the removal of Blue Rock Golf Course and the addition in of 400 Mare Island Way. After these actions, the Blue Rock Golf Course redevelopment may begin design phase.

FISCAL IMPACT

The fiscal impact of the proposed amendments will not result in General Fund expenditures.

ENVIRONMENTAL REVIEW

This action has been reviewed in compliance with CEQA and this action will not result in a direct or indirect physical change in the environment and does not in-and-of-itself constitute a “project” pursuant to CEQA Guidelines Section 15378.

ATTACHMENTS

1.	Resolution Ratifying Filing w_VPFA_CAO Stamp
2.	Substitution of Property Agreement_CLEAN

CONTACT

Gillian Hayes, Assistant City Manager (707) 648-4163
Gillian.Hayes@cityofvallejo.net

Approved as to form:

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

RESOLUTION NO. 23-_____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALLEJO RATIFYING: (1) THE FILING WITH THE VALLEJO PUBLIC FINANCING AUTHORITY THE AMENDED EXHIBITS TO THE AMENDED AND RESTATED MASTER LEASE AGREEMENT AND AMENDED AND RESTATED MASTER SITE LEASE TO REFLECT THE SUBSTITUTION OF THE REAL PROPERTY KNOWN AS 400 MARE ISLAND WAY, ASSESSOR PARCEL NO. 0055-160-560, FOR THE BLUE ROCK SPRINGS GOLF COURSE PROPERTY, ASSESSOR PARCEL NOS. 0081-040-100; 0081-040-110; 0081-040-880; 0081-191-010; 0181-190-070; AND 0182-040-080 THEREIN; AND (2) AUTHORIZING THE CITY MANAGER TO TAKE ALL ACTIONS NECESSARY TO EFFECT THE SUBSTITUTION

WHEREAS, on August 2, 2011 the City of Vallejo ("City") filed its Second Amended Plan for the Adjustment of Debts of City of Vallejo, California, as Modified August 2, 2011, in the Case [Docket No. 1109] (the "Plan"); and

WHEREAS, pursuant to the Plan, the City and MUFG Union Bank, formerly known as Union Bank, N.A. ("Bank") executed that certain Reimbursement Agreement Payment Agreement dated as of July 1, 2011. In addition, pursuant to the Plan: (i) the City, as Lessor, and the Vallejo Public Financing Authority ("VPFA") executed that certain Amended and Restated Master Site Lease dated as of July 1, 2011 ("Master Site Lease"); (ii) the City, as Lessor, and the Authority, as Lessee, executed that certain Amended and Restated Master Lease Agreement dated as of July 1, 2011 ("Master Lease Agreement"); and (iii) the VPFA, as Assignor, and the Bank, as Assignee, executed that certain Master Assignment Agreement dated as of July 1, 2011 ("Assignment Agreement"); and

WHEREAS, Section 8.03 of the Master Lease Agreement allows for the substitution of collateralized properties at any time and from time to time; with the consent of the Bank. Said section further requires as a condition precedent to said substitution that the City shall file with the VPFA and the Bank: (i) an amended Exhibit A to the Master Site Lease which describes the Substitute Property and any remaining Property; and (ii) an amended Exhibit C to the Master Lease Agreement which describes the Substitute Property and any remaining Property; and

WHEREAS, on December 20, 2022, at a duly noticed public meeting of the VPFA, City staff filed an amended Exhibit A to the Master Site Lease and an amended Exhibit C to the Master Lease Agreement describing, along with the remaining Property, the 400 Mare Island Way property as the Substitute Property (the "Amended Exhibits") and, pursuant to Resolution No. 22-001, the VPFA approved said filing.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Vallejo hereby ratifies the filing by City staff of the Amended Exhibits with the VPFA and approves of the

substitution of the 400 Mare Island Way property for the Blue Rock Springs Golf Course property under the Master Site Lease and the Master Lease Agreement.

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to take all actions necessary in order to effect said substitution, including executing the Substitution of Property Agreement, attached hereto as Exhibit A, with any additions, amendments, or other modifications recommended by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Vallejo at a regular meeting thereof held on January 3, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

_____
Mayor Robert H. McConnell

ATTEST:

_____
Dawn Abrahamson, City Clerk

EXHIBIT A

SUBSTITUTION OF PROPERTY AGREEMENT

THIS SUBSTITUTION OF PROPERTY AGREEMENT (this **"Agreement"**) is entered into as of the Effective Date (as defined below) between (i) MUFG UNION BANK, N.A., formerly known as UNION BANK, N.A., a national banking association organized and existing under the laws of the United States of America (**"MUFG Union Bank"**), on the one hand; and (ii) the CITY OF VALLEJO, a municipal corporation and charter city duly organized and existing under the Constitution of the State of California (the **"City"**), with reference to and consideration of the facts set forth in the following paragraphs lettered A through C below (collectively, the **"Recitals"**). MUFG Union Bank and the City shall hereinafter collectively be referred to from time to time as the **"Parties"** and individually as a **"Party"**.

RECITALS

A. CHAPTER 9 CASE AND PLAN.

1. Chapter 9 Case. On May 23, 2008 (the **"Petition Date"**), the City commenced a case under Chapter 9 of the Bankruptcy Code in the United States Bankruptcy Court for the Eastern District of California, Sacramento Division (the **"Bankruptcy Court"**), styled *In re City of Vallejo, California*, which was assigned Case No. 2008-026813 (the **"Chapter 9 Case"**).

2. Plan of Adjustment. On August 2, 2011, the City filed its Second Amended Plan for the Adjustment of Debts of City of Vallejo, California, as Modified August 2, 2011, in the Case [Docket No. 1109] (the **"Plan"**).

3. Confirmation of Plan. On August 5, 2011, the Clerk of the Bankruptcy Court entered the Confirmation Order on the Docket of the Chapter 9 Case [Docket No. 1113], thereby confirming the Plan.

B. ADJUSTMENT OF UNION BANK COPS BY PLAN

1. MUFG Union Bank COPs Documents. On the Petition Date, the City was obligated to MUFG Union Bank in various ways under the Union Bank COPs Documents, these being, in general, the multiple documents existing for the four series of Union Bank COPs between, variously, the City, the Authority, and the respective trustees under each of the Union Bank COPs Trust Agreements.

2. Union Bank COPs Adjustment. Pursuant to the Plan, various of Union Bank COPs Documents and the obligations of the City thereunder were adjusted.

3. MUFG Union Bank COPs Reimbursement Agreements and Obligations. Among the Union Bank COPs Documents and obligations of the City thereunder that were adjusted pursuant to the Plan were the Union Bank COPs Reimbursement Agreements and the respective obligations of the City to MUFG Union Bank thereunder.

4. Plan Documents. Pursuant to the Plan, the Parties executed that certain Reimbursement Agreement Payment Agreement dated as of July 1, 2011 (the **"Reimbursement Agreement Payment Agreement"**). In addition, pursuant to the Plan: (i) the City, as Lessor, and the Authority, as Lessee, executed that certain Amended and Restated Master Site Lease dated as of July 1, 2011 (the **"Amended and Restated Master Site Lease"**); (ii) the Authority, as Lessor, and the City, as Lessee, executed that certain Amended and Restated Master

Lease Agreement dated as of July 1, 2011 (the **"Amended and Restated Master Lease Agreement"**); and (iii) the Authority, as Assignor, and MUFG Bank, as Assignee, executed that certain Master Assignment Agreement dated as of July 1, 2011 (the **"Master Assignment Agreement"**). All capitalized terms not otherwise defined in this Agreement shall have the meanings ascribed to them in the Reimbursement Agreement Payment Agreement, Amended and Restated Master Site Lease, the Amended and Restated Master Lease Agreement, and the Master Assignment Agreement, as appropriate.

C. CITY'S SUBSTITUTION OF PROPERTY

1. Pursuant to section 8.03 of the Amended and Restated Master Lease Agreement, the City has advised MUFG Union Bank that it wishes (i) to substitute other real property, *i.e.*, a Substitute Property, more specifically legally described in Exhibit A attached hereto and incorporated herein by this reference as though set forth in full, for a portion of the Property, (ii) for and to obtain the release of that portion of the Property legally described in Exhibit B attached hereto (the **"Released Property"**) and incorporated herein by this reference as though set forth in full under the Amended and Restated Master Site Lease and the Amended and Restated Master Lease Agreement (collectively, the **"Substitution of Property Transaction"**). MUFG Union Bank is willing to consent to the Substitution of Property Transaction, subject to the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the above Recitals and the agreements contained herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. Recitals. Recitals A through C are incorporated herein by this reference, and the Parties agree that the information recited above is true and correct.

2. Remaking and Reaffirmations of Covenants, Representations, and Warranties. The City hereby remakes and reaffirms each and every one of its prior covenants, representations, and warranties set forth in the Reimbursement Agreement Payment Agreement and the Amended and Restated Master Lease Agreement, which are incorporated herein by this reference as though set forth in full, including with respect to the Substitute Property and the original Property other than the Released Property (the original Property other than other than the Released Property, collectively, the **"Remaining Property"**). Without limiting the generality of the foregoing, the City hereby represents and warrants to MUFG Union Bank that by proper action the City has duly authorized the execution of this Agreement, the consummation of the Substitution of Property Transaction, and all acts necessary or desirable in order to accomplish the same, and the representatives of the City executing this Agreement have been fully authorized to execute and deliver the same pursuant to an ordinance, resolution, or motion duly adopted by the City Council of the City.

3. Conditions Precedent. This Agreement shall be null and void and have no force or effect, and the Parties shall have no obligation hereunder and shall retain all rights and remedies which they have against each other pursuant to the Reimbursement Agreement Payment Agreement, the Amended and Restated Master Lease Agreement, and applicable law, unless or until all of the following conditions precedent have been satisfied no later than 5:00 p.m. prevailing Pacific time on December 30, 2022 (the date on which all those conditions have been satisfied, the

"Effective Date"), unless the Effective Date is extended by mutual agreement of the Parties in writing:

3.1 The City shall have executed and delivered to MUFG Union Bank and MUFG Union Bank shall have executed and delivered to the City duplicate original counterparts of this Agreement;

3.2 The City shall have paid to MUFG Union Bank's counsel all actual and estimated attorneys' fees, charges, and disbursements of MUFG Union Bank's counsel incurred or to be incurred in connection with the Substitution of Property Transaction, including in connection with the negotiation, preparation, and implementation of this Agreement, and payable pursuant to section 7.11 of the Reimbursement Agreement Payment Agreement in the amount of $54,623.35 to MUFG Union Bank and delivered by overnight mail to the following address:

City National Bank
400 N. Roxbury Drive
Beverly Hills, CA 90210
ABA: 122016066
Account Name: JMBM Depository Account
Account No.: 12714 4494
File No.: 60389-0198

3.3 The City shall have filed with the Authority an Amended Exhibit A to the Amended and Restated Master Site Lease which describes the Substitute Property and the Remaining Property, in a form and with proof of delivery both satisfactory to MUFG Union Bank;

3.4 The City shall have filed with the Authority an Amended Exhibit C to the Amended and Restated Master Lease Agreement which describes the Substitute Property

and the remaining Property, in a form and with proof of delivery both satisfactory to MUFG Union Bank;

3.5 The City shall have obtained a modification of the Title Insurance insuring the City's leasehold estate in the Substitute Property, subject only to the then existing encumbrances, in the form attached here as Exhibit C, and shall have delivered a true and correct copy of that modification, without material change, to MUFG Union Bank, which shall have reviewed and approved said modification;

3.6 With respect to both the Substitute Property and the Released Property: (i) an appraisal performed by a qualified appraiser (state licensed or certified) setting forth an opinion in writing as to the market value of each Property as of 12/1/22 or later supported by a presentation and analysis of relevant market information prepared in conformance with the Uniform Standards of Professional Appraisal Practice (USPAP); (ii) licensed broker's opinion of fair rental value of each Property; (iii) evidence of fee simple ownership of each property; and (iv) certificates of property insurance evidencing coverage and limits of liability/insured value of each Property (collectively the **"Substitution of Property Transaction Documents"**), all of which Substitution of Property Transaction Documents shall be delivered to the Bank at least three Business Days prior to the Effective Date and shall be in form and content satisfactory to MUFG Union Bank and shall contain information that confirms that the appraised value and fair rental value of the Substitute Property are "equal to or greater" than the appraised value and fair rental value of the Released Property;

3.7 MUFG Union Bank shall have received final credit approval for the Substitution of Property Transaction; and

3.8 The Parties shall have executed and delivered all other documents reasonably required to effectuate the terms of this Agreement.

4. Consent. As of the Effective Date, MUFG Union Bank hereby consents to the amendment of the Amended and Restated Master Lease Agreement and the Amended and Restated Master Site Lease to include the Substitute Property as Property thereunder and to release the Released Property therefrom.

5. Termination of Golf Course Security Agreement. As of the Effective Date, the Golf Course Security Agreement is terminated and the security interests of MUFG Union Bank thereunder are released.

6. Effect of Agreement. Except as set forth expressly herein, all terms of the Reimbursement Agreement Payment Agreement, the Amended and Restated Master Site Lease, the Amended and Restated Master Lease Agreement, and the Master Assignment Agreement shall be and remain in full force and effect and shall continue to constitute the legal, valid, binding, and enforceable obligations of the Parties and the Authority. The execution, delivery, and effectiveness of this Agreement shall not, except as is expressly provided herein, constitute a waiver or modification of any provision of the Reimbursement Agreement Payment Agreement, the Amended and Restated Master Site Lease, the Amended and Restated Master Lease Agreement, and the Master Assignment Agreement.

7. Merger and Integration. This Agreement (i) constitutes the entire agreement of the Parties with respect to the matters set forth herein; (ii) is intended by the Parties as the final expression of their agreement with respect to the terms and conditions set forth herein, and as the complete and exclusive statement of the terms agreed to by them in that respect; and (iii)

supersedes all prior oral negotiations and prior writings, agreements, and understandings between the Parties with respect to those matters; provided, however, that this Agreement does not supersede the Reimbursement Agreement Payment Agreement, the Amended and Restated Master Site Lease, the Amended and Restated Master Lease Agreement, or the Master Assignment Agreement, except as expressly set forth herein. No covenants, agreements, representations, or warranties of any kind whatsoever have been made by MUFG Union Bank with respect to the subject matter hereof except as specifically set forth in or provided by this Agreement.

8. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of California.

9. Binding Nature. This Agreement shall be binding upon and inure to the benefit of the Parties, their respective successors, successors in title, and assigns.

10. Execution; Counterparts. This Agreement may be executed by electronic signatures, transmitted by electronic mail, with original signatures to be provided thereafter as soon as practical, in any number of counterparts, each of which counterparts, when signed and delivered to or by either Party will be deemed to be original and all of which, taken together, will be deemed to be one and the same instrument; provided, however, that the failure of either Party to deliver its original signature will not invalidate its execution hereof.

11. Modifications and Amendments. This Agreement may only be modified or amended by written agreement duly executed by the Party to be charged.

12. Neutral Interpretation. This Agreement constitutes the product of the negotiation of the Parties hereto and the enforcement hereof shall be interpreted in a neutral

manner, and not more strongly or against any Party based upon the source of the draftsmanship hereof.

13. Further Assurances. The Parties shall execute and deliver those other instruments, provide that other information, and take those other actions that either Party may reasonably request of the other Party in connection with the transactions contemplated hereby, including the delivery of any notice or other documents or instruments to any entity that may be required or be desirable in connection with this Agreement.

14. Headings. The headings used in this Agreement are for convenience only and shall be disregarded in interpreting the substantive provisions of this Agreement.

15. Acknowledgment.

15.1 The City represents and warrants to MUFG Union Bank that all of the terms, conditions, warranties and promises set forth in this Agreement are made after opportunity to consult with legal counsel of its own choosing and with an understanding of their significance and consequence.

15.2 The City further represents and warrants to MUFG Union Bank as follows:

(a) The City's governing body has duly authorized the execution of this Agreement and all acts necessary or desirable to effectuate the Substitution of Property Transaction.

(b) All requirements and procedures of law applicable to the City have been met and followed in connection therewith to ensure the enforceability of this Agreement.

(c) Except as expressly stated in this Agreement and the documents and instruments executed in connection herewith, neither MUFG Union Bank nor any other person or entity has made any statement or representation to the City regarding facts relied upon them in entering into this Agreement and the documents and instruments executed in connection herewith; and

(d) The City has not relied upon any statement, representation or promise of MUFG Union Bank or other person or entity in executing this Agreement and the documents and instruments executed in connection herewith, except as expressly stated in this Agreement or in the documents and instruments executed in connection herewith.

15.3 This Agreement and the documents and instruments executed in connection herewith have been carefully read by, the contents hereof and thereof are known and understood by, and it and they are signed freely by the City.

16. Deliveries. All deliveries of documents to be made to MUFG Union Bank pursuant to section 3 (Conditions Precedent) above, may be made to counsel for MUFG Union Bank.

17. Mutual Release. In consideration of the mutual benefits received by the Parties under this Agreement, the Parties hereby agree as follows:

Release. Each party for itself and on behalf of its respective successors and assigns, does, as of the Effective Date, hereby release, acquit, and forever discharge the other party, all of the other party's predecessors in interest, and all of the other party's past and present officers, directors, attorneys, affiliates, employees, and agents, of and from only those certain claims, demands, obligations, liabilities, indebtedness, breaches of contract, breaches of duty or of any relationship, acts, omissions, misfeasance, malfeasance, causes of action, defenses, offsets, debts, sums of money, accounts, compensation, contracts, controversies, promises, damages, costs, losses, and expenses, of every type, kind, nature, description or character, whether known or unknown, suspected or unsuspected, liquidated or unliquidated, each as though fully set forth herein at length (collectively, the **"Released Claims"**) that either party now has or may acquire as of the Effective Date in any way arising out of, connected with, or related to the Substitution of Property Transaction and/or the Released Property (that release the **"General Release"**).

Acknowledgements, Representations, and Warranties. Each party hereby acknowledges, represents, and warrants to the other party that it understands the meaning and effect of Section 1542 of the California Civil Code (**"Section 1542"**), which provides as follows:

(1) "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her,

would have materially affected his or her settlement with the debtor or released party."

(2) With regard to Section 1542, each party agrees to assume the risk of any and all unknown, unanticipated, or misunderstood defenses and the Released Claims that are released by this General Release in favor of the other party and hereby waives and releases all rights and benefits which he or it, as the case may be, might otherwise have under Section 1542 of the California Civil Code with regard to the release of such unknown, unanticipated or misunderstood defenses and the Released Claims.

(3) Each party (a) has read each of the provisions of this General Release; (b) fully understand that (i) this General Release has important legal consequences; and (ii) it is releasing any and all Released Claims that it may have as of the Effective Date; and (c) acknowledges that it has had an opportunity to obtain a lawyer's advice concerning the legal consequences of each of the provisions of this General Release.

(4) Each party hereby specifically acknowledges and agrees that (a) none of the provisions of this General Release shall be construed as or constitute an admission of any liability on the part of the other party; (b) the provisions of this General Release shall constitute an absolute bar to any Released Claim of any kind, whether that

Released Claim is based on contract, tort, warranty, mistake, or any other theory, whether legal, statutory, or equitable; and (c) any attempt to assert a Released Claim barred by the provisions of this General Release shall subject the party asserting such Released Claim to the provisions of applicable law setting forth the remedies for the bringing of groundless, frivolous, or baseless claims or causes of action.

(5) Each party(a) is the sole and lawful owner of all right, title, and interest in and to every Released Claim that it releases by this General Release; (b) has not assigned or transferred, or purported to assign or transfer, to any person or entity any Released Claim or any part thereof or interest therein; and (c) shall and hereby does indemnify, defend, and hold the other party harmless from and against any claims, liabilities, actions, causes of action, demands, injuries, damages, costs, and expenses (including attorneys' fees) based upon or arising in connection with any such prior assignment or transfer, any such purported assignment or transfer, or any Released Claim.

18. Rules of Construction and Definitions. In this Agreement—

18.1 The word or words (i) “person” means individual, corporation, partnership, company, association, estate, trust, or other juridical person or organization; (ii) ”entity” means (A) person or (B) the United States, a foreign or domestic state, or department,

political subdivision, agency, or instrumentality thereof; (iii) "including" and the like are not limiting; (iv) "or" is not exclusive; (v) "shall" is mandatory; (vi) "must" expresses a requirement; (vii) "may not", "neither … may", and the like are prohibitive and not permissive; (viii) each of the masculine, female, and neuter genders includes the other genders; (ix) the singular includes the plural and vice versa; (x) any reference to a collective group is a reference to each member or element of that group individually and to every combination of the members or elements thereof; (xi) where a term is defined as a plural, that definition also defines the singular form of that term as any member or element thereof, and where a term is defined as a singular, that definition also defines the plural form of that term as a collective group thereof; (xii) "hereof", "herein", and the like refer to this Agreement as a whole and not to any particular section, paragraph, or provision hereof; (xiii) "under law" and the like include equity; (xiv) "execute" means to sign and deliver; and (xv) with respect to an amount, payment, or obligation, (A) "payable" means that the time for payment of that amount, payment, or obligation has occurred (that is, that that payment obligation has matured); and (B) "due" means that that amount, payment, or obligation is owing but is not necessarily payable (that is, that that payment obligation may be unmatured).

18.2 The words "approval", "consent", "notice", "request", and "waiver" are deemed to be preceded by the words "prior written", and the word "waive" is deemed to be followed by the words "in writing", where any of the foregoing are to be or may be obtained, given, or made;

18.3 Any reference to a title, code, law, statute, ordinance, rule, regulation, order, or other governmental provision, or any part or section thereof, includes the same as it may from time to time be amended;

18.4 (i) The words "acceptable" or "satisfactory" to, or "approved" by, and the like mean acceptable or satisfactory to, or approved by, MUFG Union Bank in its opinion, discretion, and judgment; and (ii) any reference to the opinion, discretion, or judgment of MUFG Union Bank, including in the preceding clause, means in MUFG Union Bank's sole and absolute opinion, discretion, and judgment unless the same is expressly qualified as being unreasonable;

18.5 Unless otherwise specified, references to a **"Section"**, a **"Schedule"**, or an **"Exhibit"** mean to the applicable section hereof or schedule or exhibit attached hereto, as the case may be;

18.6 Except as otherwise provided herein, (i) references to a "day", a "week", a "month", or a "year" mean to a calendar day, week, month, or year, respectively; and (ii) in computing the number of days for purposes of hereof, all days are to be counted, including Saturdays, Sundays, and any local, state, or federal holiday on which courts of the United States or banks in the State are closed (days other than Saturdays, Sundays, and those holidays, **"Business Days"**); and if any date set forth herein for the performance of any obligation or the delivery of any instrument or notice as provided herein, or as the final day of any time period hereunder, should fall on day that is not a Business Day, the compliance with that obligation or delivery is deemed acceptable on, or the final day of that period will be, the first Business Day following that day.

19. Notice Address Update for MUFG Union Bank. The notice address for notices to MUFG Union Bank under Section 7.6 (Notices) of the Reimbursement Agreement Payment Agreement is updated to the following:

MUFG Union Bank, N.A.
Special Assets Division
Warner Center Towers
21700 Oxnard Street, Suite 200
Woodland Hills, CA 91367
Attention: John E. Klinge
Director
Telephone: (213) 236-526
e-mail: John.Klinge@unionbank.com

Facsimile notice is removed as a permitted notice method for the giving of notices to MUFG Union Bank and its counsel under Section 7.6.1 (Giving of Notices) of the Reimbursement Agreement Payment Agreement. For the avoidance of doubt, other than the removal of facsimile notice to that counsel, that counsel's address for notices set forth in Section 7.6.2 (Initial Notice Addresses) of the Reimbursement Agreement Payment Agreement remains unchanged.

[Signatures on Following Pages]

WHEREFORE, the Parties are signing this Agreement as of the date first written above.

THE CITY:

CITY OF VALLEJO, a municipal corporation and charter city duly organized and existing under the Constitution and laws of the State of California

By: _____
Name: Michael Malone
Title: City Manager

Attest:

_____
Name: Dawn Abrahamson
Title: City Clerk

Approved as to Form:

_____
Name: Veronica A. F. Nebb
Title: City Attorney

[Signatures Continued on Following Page]

MUFG UNION BANK:

MUFG UNION BANK, N.A., a national banking association organized and existing under the laws of the United States of America

By: _____
Name:[**TBI**]
Title: [**TBI**]

[End of Signatures]

EXHIBIT A

EXHIBIT B

EXHIBIT C

PROCLAMATION
HONORING HAKEEM BROWN FOR HIS SERVICE AS VALLEJO CITY COUNCILMEMBER

WHEREAS, Hakeem Brown was born in Washington D.C. and moved to the city of Vallejo as a child and was raised in East Vallejo; and

WHEREAS, Hakeem was raised by both his parents in a home that taught him his African heritage, knowledge of self, and the value of hard work, education, and family. His mother Thelma Brown, long-time local businesswoman, inspired not only his love of reading, but also the dream of owning and running his own business; and

WHEREAS, Hakeem attended Vallejo Schools and was a member of the VCUSD GATE (Gifted And Talented Education Program) attended Federal Terrace Elementary, Springstowne Junior High, and Hogan High School while also attending Southern University in Baton Rouge Louisiana; and

WHEREAS, Hakeem's entrepreneurial spirit, tenacity, and hard work made him a successful businessman, Cannabis cultivator and a Cannabis Industry Pioneer, as the first black dispensary owner in the Bay Area; and

WHEREAS, Hakeem opened his first Cannabis Dispensary in the City of Vallejo in 2009, was a founding member of Vallejo Cannabis Industry Association helping to run the first successful referendum in the city of Vallejo to repeal an ordinance that would have kept minorities out of the cannabis industry, and helping to draft the first cannabis ordinance in the city of Vallejo; and

WHEREAS, to give back to the community, he started Neighborhood Rising which focuses on addressing systemic racism, lack of opportunities for the youth of Vallejo, provides scholarships, and offers a forum to give a voice to the unheard; and

WHEREAS, in 2016 Hakeem was appointed NAACP Vallejo Branch Vice President; and

WHEREAS, in 2016 and 2018 Hakeem was elected to CA Democratic Party Assembly District 14 by landslide, record setting votes; and

WHEREAS, he served as the Legislative Chair for the California Democratic Party African American Caucus; and

WHEREAS, in 2018 Hakeem ran for Vallejo City Council as an at-large candidate to bring reforms in the areas of Systemic Racism, Public Safety, Economic Development, Housing and City-School Partnerships, and

WHEREAS, he received more votes than any other candidate and was elected; and

WHEREAS, during his term, the Vallejo police department was reformed resulting in police shootings going from some of the highest in the state to zero, work on the creation of an independent citizen oversight commission began, police and gun violence were drastically reduced, the City of Vallejo Youth Coordinator position was created, neighborhood clean-ups were implemented to fight disease, vandalism, graffiti, illegal dumping was reduced, supportive housing for the homeless was created, regular town hall meetings were conducted, and COVID -19 pandemic assistance for residents, churches and businesses was provided; and

WHEREAS Hakeem is looking forward to spending more time with his son Joka Brown, sister Anika Brown, and Mom Thelma Brown, and

WHEREAS, the City of Vallejo wishes to thank Councilmember Brown for his dedication and years of service to the City and wish him well in the years ahead.

NOW THEREFORE BE IT PROCLAIMED that I, Robert H. McConnell, Mayor of the City of Vallejo, and the Vallejo City Council, hereby honor Hakeem Brown and commemorate his years of service on the Vallejo City Council.

Dated: January 3, 2023

Robert H. McConnell

Robert H. McConnell, Mayor

Vice-Mayor Rozzana Verder-Aliga, Ed.D, District 1
Councilmember Cristina Arriola, District 6
Councilmember Hakeem Brown, At-Large
Councilmember Pippin Dew, At-Large
Councilmember Mina Loera-Diaz, District 3
Councilmember Katy Miessner, At-Large

City of VALLEJO California

PROCLAMATION

HONORING PIPPIN DEW FOR HER SERVICE AS VALLEJO CITY COUNCILMEMBER AND VICE-MAYOR

WHEREAS, Pippin Dew was born in Walnut Creek California and grew up in the East Bay. She attended Berean Christian High School in Walnut Creek and then went on to earn her GED. From there she took classes at Diablo Valley College and then transferred to University of California Berkeley where she graduated from the Haas School of business; and

WHEREAS, Pippin's father was an institutional trader with a doctorate in Economics who helped her cultivate a fascination with markets. This fascination led her to working her way through college as an Assistant Operations Manager for Paine Webber where she gained her Series 7 and Series 63 securities licenses; and

WHEREAS, after the birth of her oldest daughter, Pippin was motivated to find opportunity to provide for her child and in 2006 she earned her Real Estate license. Her real estate mentor instilled in Pippin an attitude of service above self, and it was this attitude which drove her to seek out ways to assist her clients and her community; and

WHEREAS, Pippin has served in the business community as a board member of the Solano Association of Realtors and as Chair of the Vallejo Chamber of Commerce. She is a member of the Vallejo Chapter of the Soroptimists International, a volunteer nonprofit that provides women and girls with access to education and training to achieve economic empowerment; and

WHEREAS, she attended year three of Leadership Vallejo and was inspired by Solano County Supervisor Erin Hannigan and former Solano County Supervisor Linda Seifert to consider political office. A neighborhood squatter issue made her realize that she could best serve the public as a member of the Vallejo City Council; and

WHEREAS, in 2013 Pippin ran for and won a seat on the Vallejo City Council. In 2018 she ran for and won a second term. In 2019 she served as Vice Mayor; and

WHEREAS, during her terms on council, Pippin has been active with the League of California Cities as a member of the Board of Directors, as Chair of the Public Safety Task Force and Policy Committee and as Chair of the Transportation, Communication and Public Works Committee. She has supported children and youth as a board member of Child Haven, as advocate for the City of Vallejo to be in partnership with the first First 5 center for Vallejo and for the Vallejo Early Learning Center. Her proudest accomplishment during her tenure is the creation of a full time City of Vallejo youth coordinator position; and

WHEREAS, Pippin is looking forward to other opportunities to serve the public; and

WHEREAS, the City of Vallejo wishes to thank Councilmember Dew for her dedication and years of service to the City and wish her well in the years ahead.

NOW THEREFORE BE IT PROCLAIMED that I, Robert H. McConnell, Mayor of the City of Vallejo, and the Vallejo City Council, hereby honor Pippin Dew and commemorate her years of service on the Vallejo City Council.

Dated: January 3, 2023

Robert H. McConnell

Robert H. McConnell, Mayor

Vice-Mayor Rozzana Verder-Aliga, Ed.D, District 1
Councilmember Cristina Arriola, District 6
Councilmember Hakeem Brown, At-Large
Councilmember Pippin Dew, At-Large
Councilmember Mina Loera-Diaz, District 3
Councilmember Katy Miessner, At-Large

City of VALLEJO California

HONORING KATY MIESSNER FOR HER SERVICE AS A COUNCIL MEMBER AND VICE MAYOR OF THE CITY OF VALLEJO

WHEREAS, Katy was born in Baltimore, Maryland, the second youngest of four children, moving frequently with her family among East Coast states due to her dad's career as a computer software designer; and

WHEREAS, working at an early age, Katy's interest in earning, saving, and managing her own money prompted her interest in finance, and she worked as bank teller, saving money to attend art school; and

WHEREAS, accepted into Massachusetts College of Art, Katy earned a Bachelor of Fine Arts in Painting where she developed her natural talents in drawing and painting; and

WHEREAS, after graduation, Katy worked in Boston area finance fields, including commercial real estate management, subsidized housing, a university, and a CPA Firm, and moved to San Francisco to work in non-profit finance for HIV and AIDS Service Providers the Shanti Project and the San Francisco AIDS Foundation; and

WHEREAS, Katy met her husband Jeff Kingman in San Francisco and together they moved to Vallejo in 2000, where—after working to defeat a proposed Liquefied Natural Gas plant—she became interested in local politics, producing seven city council candidate forums and writing articles for the Vallejo Independent Bulletin; and

WHEREAS, in 2013, Katy ran successfully for a seat on the Vallejo City Council, where she served two terms, serving as Vice Mayor in 2018; and

WHEREAS, Katy is proud of her accomplishments during her tenure, including persuading the City to join MCE Clean Energy, the creation of Vallejo's new General Plan, approving the significant Mare Island Development and Disposition Agreement, a catalyst for Mare Island renaissance, and increasing and stabilizing city revenues by approving and successful campaigning for Measure P, efforts all geared towards setting up future councils and our City for success; and

WHEREAS, Katy now looks forward to devoting more time to her artistic endeavors, painting portraits, figures and Vallejo's beautiful landscapes, traveling with her husband Jeff, and spending time with their two cats; and

WHEREAS, the City of Vallejo wishes to thank Council Member Katy Miessner for her dedication and years of service to the City and wish her well in the years ahead.

NOW, THEREFORE, BE IT PROCLAIMED, that I, Robert H. McConnell, Mayor of the City of Vallejo, and the Vallejo City Council, do hereby honor Katy Miessner and commemorate her years of service on the Vallejo City Council.

Dated: January 3, 2023

Robert H. McConnell

Robert H. McConnell, Mayor
Vice-Mayor Rozzana Verder-Aliga, Ed.D, District 1
Councilmember Cristina Arriola, District 6
Councilmember Hakeem Brown, At-Large
Councilmember Pippin Dew, At-Large
Councilmember Mina Loera-Diaz, District 3
Councilmember Katy Miessner, At-Large