

**VALLEJO CITY COUNCIL
REGULAR MEETING – 7:00 PM
COUNCIL CHAMBERS**

555 Santa Clara Street, Vallejo, California

JANUARY 9, 2024

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>**

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

Press *6 to Unmute/Mute

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. REPORT OUT OF CLOSED SESSION

5. SELECTION OF VICE MAYOR

A. ADOPTION OF A RESOLUTION ELECTING A VICE MAYOR

Recommendation: Adopt a Resolution electing a member of the City Council to serve as Vice Mayor from January 9, 2024 to January 7, 2025

Contact: Dawn G. Abrahamson, City Clerk, (707) 648-4528

dawn.abrahamson@cityofvallejo.net

6. PRESENTATIONS AND COMMENDATIONS

7. FIRST COMMUNITY FORUM

*The Community Forum is an opportunity to address the Council on any matter for which another opportunity to speak is not provided on the agenda, and which is within the jurisdiction of the Council to resolve. Any interested members of the public desiring to communicate with the City Council as part of the First Community Forum may do so in person by signing in to the Public Speaker's kiosk located in the back of the Council Chambers or via ZOOM:(<https://ZoomRegular.Cityofvallejo.net>), Option to join by phone: Dial (669) 900-6833. Enter Meeting ID: 914 0075 0676#. Press * 9 to digitally raise your hand from the phone. Press *6 to unmute/mute. For additional instructions on how to speak remotely during public comment, please visit, www.cityofvallejo.net/publiccomment. In person speakers will be recognized first. When called upon, each speaker should step to the podium, state his/her name for the record. The conduct of the community forum shall be limited to a maximum of fifteen (15) minutes, with each speaker limited to a maximum of three minutes pursuant to Vallejo Municipal Code Section 2.02.300.*

8. PUBLIC COMMENT REGARDING CONSENT CALENDAR ITEMS

*Members of the public wishing to address the Council on Consent Calendar items may do so in person by signing in to the Public Speaker's kiosk located in the back of the Council Chambers or via ZOOM:(<https://ZoomRegular.Cityofvallejo.net>), Option to join by phone: Dial (669) 900-6833. Enter Meeting ID: 914 0075 0676#. Press * 9 to digitally raise your hand from the phone. Press *6 to unmute/mute. For additional instructions on how to speak remotely during public comment, please visit, www.cityofvallejo.net/publiccomment. In person speakers will be recognized first. Each speaker is limited to three minutes pursuant to Vallejo Municipal Code Section 2.02.310. Requests for removal of Consent Items received from the public are subject to approval by a majority vote of the Council. Items removed from the Consent Calendar will be heard immediately after approval of the Consent Calendar and Agenda.*

9. CONSENT CALENDAR AND APPROVAL OF AGENDA

A. APPROVAL OF MINUTES

Recommendation: Approve minutes for the special and regular meetings of December 12 and 19, 2023 and the minutes for the special December 19, 2023 meeting of the Vallejo City Council as the governing board of the Successor Agency to the former Vallejo Redevelopment Agency.

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

Dawn.Abrahamson@cityofvallejo.net

- 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, City Clerk, MMC (707) 648-4527
Dawn.Abrahamson@cityofvallejo.net
- C. **ADOPT RESOLUTION CONFIRMING AND CONSENTING TO COUNCIL APPOINTMENTS TO VARIOUS COMMISSIONS, BOARDS AND COMMITTEES FOR THE YEAR 2024**
Recommendation: Adopt a resolution consenting to and confirming various appointments to Commissions, Boards and Committees for 2024.
Contact: Dawn G. Abrahamson, City Clerk, (707) 648-4528
Dawn.abrahamson@cityofvallejo.net
- D. **ADOPT A RESOLUTION REJECTING THE BID SUBMITTED BY MVP CONSTRUCTION, LLC FOR THE REPLACEMENT OF THE ROOF AT ZIO FRAEDOS RESTAURANT AND DIRECTING STAFF TO REVISE THE PROJECT SCOPE OF WORK AND RE-ADVERTISE THE PROJECT**
Recommendation: Adopt a resolution rejecting the bid submitted by MVP Construction, LLC for the replacement of the roof at Zio Fraedos restaurant and directing staff to revise the project scope of work and re-advertise the project.
Contact: Melissa Tigbao, P.E., Public Works Director (707) 648-4433
melissa.tigbao@cityofvallejo.net
- E. **ACCEPT THE F3 MARINA TENANT IMPROVEMENT / BARRIER PROJECT (PROJECT NO. PWC111) PERFORMED BY MVP CONSTRUCTION, LLC AS COMPLETE, AND AUTHORIZE THE CITY CLERK TO FILE A NOTICE OF COMPLETION WITH THE SOLANO COUNTY RECORDER'S OFFICE**
Recommendation: Accept the F3 Marina Tenant Improvement / Barrier Project (Project No. PWC111) performed by MVP Construction, LLC as complete, and authorize the City Clerk to file a Notice of Completion with the Solano County Recorder's Office.
Contact: Melissa Tigbao, P.E., Public Works Director, (707) 648-4433
Melissa.Tigbao@cityofvallejo.net
- F. **ADOPT A RESOLUTION APPROVING AN EQUIPMENT PURCHASE AGREEMENT WITH DXP ENTERPRISES, INC. TO PROVIDE VARIOUS SPECIALIZED WATER TREATMENT EQUIPMENT IN AN AMOUNT NOT-TO-EXCEED \$300,000 THROUGH JUNE 30, 2025 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME**
Recommendation: Adopt a resolution authorizing the City Manager to execute an Equipment Purchase Agreement with DXP Enterprises, Inc. to provide various specialized water treatment equipment in an amount not to exceed \$300,000 through June 30, 2025.
Contact: Beth Schoenberger, Water Director, 707-648-5439
beth.schoenberger@cityofvallejo.net

G. **ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A MAINTENANCE AND FUNDING AGREEMENT WITH THE NAPA VALLEY VINE TRAIL COALITION**

Recommendation: Adopt a Resolution authorizing the City Manager to execute the Maintenance and Funding Agreement with the Napa Valley Vine Trail Coalition.

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

Melissa.Tigbao@cityofvallejo.net

10. **ACTION CALENDAR**

*NOTICE: Members of the public wishing to address the Council on Action Calendar Items may do so in person by signing in to the Public Speaker's kiosk located in the back of the Council Chambers or via ZOOM (<https://ZoomRegular.Cityofvallejo.net>), or via phone, by dialing (669) 900-6833. Enter Meeting ID: 914 0075 0676#. Press *9 to digitally raise your hand from the phone. Press *6 to unmute/mute. For additional instructions on how to speak remotely during public comment, please visit, www.cityofvallejo.net/publiccomment. Each speaker is limited to five minutes pursuant to Vallejo Municipal Code Section 2.02.420 or as approved and announced by the Mayor. In person speakers will be recognized first.*

A. **ADOPTION OF A RESOLUTION ADOPTING A COUNCIL POLICY RELATING TO BUDGET REQUESTS AND EXPENDITURES FOR CITY BOARDS, COMMISSIONS AND COMMITTEES**

Recommendation: Adopt a resolution adopting a Council Policy that establishes a standard set of regulations for annual budget requests and expenditures of the City of Vallejo Boards, Commissions and Committees.

Contact: Michael Malone, City Manager (707) 648-4576

Mike.Malone@cityofvallejo.net

B. **REVIEW AND PROVIDE DIRECTION REGARDING COUNCILMEMBER REFERRALS**

Recommendation:

1. Acknowledge the following 2-step process, previously adopted by the City Council, to formalize Councilmember requests to allocate the City's scarce staff resources to provide information, analysis, review, or study.

- At a regularly scheduled Council meeting a councilmember identifies the proposed work item they would like to have staff undertake and the item is agendaized for a future regular meeting for Step 1 consideration.

Step 1 of the 2 Step Process

- The Mayor (or Vice Mayor in the absence of the Mayor) asks the Council to consider whether or not to refer the item to staff for evaluation and costing; and
- If a majority of the Council agrees with the request, the item is referred for evaluation. Staff estimates the number of hours needed to complete the desired action, identifies if there are sufficient resources available to complete the desired request on

a timely basis, assigns an estimated completion date and reports back to Council at a future regular meeting.

Step 2 of a 2 Step Process

- The Council reviews the staff evaluation report and approves or disapproves the request.
 - If the request is approved, it is added to the staff's City Council Referral Log and is tracked to ensure it is returned to the City Council in a timely manner.
2. Review the attached list (Attachment 1) of 20 open referral requests proposed by members of the City Council that have not completed Steps 1 or 2, 5 that have completed Step 1 but not yet Step 2 and 5 that have completed Steps 1 and 2 and require further work by staff to be brought back at a future meeting. The City Council is asked to provide direction to staff to identify and prioritize, work projects that are to be referred to the City Manager for an evaluation of cost and resource availability, with a report to Council prior to the Council directing staff to proceed with the work project. Council is also being asked to consider other Council identified goals in prioritizing these referrals.

Contact: Mike Malone, City Manager (707) 648-4576

Mike.Malone@cityofvallejo.net

11. INFORMATION CALENDAR

NOTICE: Members of the public wishing to address the Council on Information Calendar Items may do so in person by signing in to the Public Speaker's kiosk located in the back of the Council Chambers or via ZOOM (<https://ZoomRegular.Cityofvallejo.net>), or via phone, by dialing (669) 900-6833. Enter Meeting ID: 914 0075 0676#. Press *9 to digitally raise your hand from the phone. Press *6 to unmute/mute. For additional instructions on how to speak remotely during public comment, please visit, www.cityofvallejo.net/publiccomment. Each speaker is limited to five minutes pursuant to Vallejo Municipal Code Section 2.02.420 or as approved and announced by the Mayor. In person speakers will be recognized first.

A. RECEIVE AN UPDATE ON THE PUBLIC SAFETY STAFFING EMERGENCY

Recommendation: Receive an update on the public safety staffing emergency proclamation. This item is for informational purposes only. There is no staff report or action associated with this item.

Contact: Jason Ta, Interim Police Chief (707) 648-4540

Jason.Ta@cityofvallejo.net

12. CITY MANAGER'S REPORT

13. CITY ATTORNEY'S REPORT

14. COMMUNITY FORUM

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

16. ADJOURNMENT

ADDITIONAL CITY INFORMATION

Members of the public can:

Like us on Facebook and Instagram ([@cityofvallejo](https://www.instagram.com/cityofvallejo))

Sign up to receive City Communications via e-mail (www.cityofvallejo.net/subscribe)

Sign up for emergency alerts at: alertsolano.com

A handwritten signature in blue ink, reading "Dawn G. Abrahamson for", written over a horizontal line.

Dated: Thursday, January 4, 2024

Robert H. McConnell, Mayor

I, Dawn Abrahamson, City Clerk do hereby certify that I have caused a true copy of the above notice and agenda to be delivered to each of the members of the Vallejo City Council, at the time and in the manner prescribed by law and that this agenda was posted at City Hall, 555 Santa Clara Street, CA at 12:15 p.m., Thursday, January 4, 2024.

A handwritten signature in blue ink, reading "Dawn G. Abrahamson", written over a horizontal line.

Dated: Thursday, January 4, 2024

Dawn G. Abrahamson, City Clerk



SELECTION OF VICE MAYOR 5.A.

DATE: January 9, 2024
TO: Mayor and Members of the City Council
FROM: Dawn G. Abrahamson, City Clerk
SUBJECT: **ADOPTION OF A RESOLUTION ELECTING A VICE MAYOR**

RECOMMENDATION

Adopt a Resolution electing a member of the City Council to serve as Vice Mayor from January 9, 2024 to January 7, 2025

REASONS FOR RECOMMENDATION

Section 319 of the City Charter was amended by the voters at the November 5, 2013, General Municipal Election (Measure E). This section now requires that on the first Tuesday following January 1 of each year the Council shall select from amongst its members a Vice Mayor who shall serve for a term of one year and until a successor is elected by the Council. In addition to the regular duties as a member of the Council, the Vice Mayor shall perform the duties of Mayor during the Mayor's absence or disability, and may perform at any time any duty of the office of the Mayor as may be delegated by the Mayor.

BACKGROUND AND DISCUSSION

City Charter Section 319 requires the Council to elect a member of the Council to serve as Vice Mayor on the first Tuesday following January 1 of each year. Historically, the Council rotated the position of Vice Mayor based on the seniority of the members of the Council. The post would go to the most senior councilmember who had not had the chance to be vice mayor yet, and in the case where two or more members of Council had the same seniority, the Council elected the member that received the most votes at the preceding election. This historical practice has not always been followed, and the Council has not adopted a formal policy indicating a particular process or practice. It is also important to note that past practice was based on seniority and the most votes for councilmembers who were then elected at-large. There is no obligation by any member of the Council to accept a nomination to serve as Vice Mayor. If the Council chooses not to follow its historical practice, the Council may nominate and elect any councilmember to serve as Vice Mayor.

Following is information on when each Councilmember was elected and if they have served as Vice Mayor. This information is provided in order of seniority per the process noted above.

Councilmember Verder-Aliga was originally elected in November 2013 for a two-year seat, and re-elected in November 2016 with a total of 14,837 votes and in 2020 to the District 1 seat with a total of 4,258 votes (44.78% of votes in that district). At the time of the election, total voter registration in District 1 was 12,739. She served as Vice Mayor from January to December 2016 and from January to December 2021, 2022 and 2023.

Councilmember Loera-Diaz was elected in November 2020 to the District 3 seat with a total of 5,820 votes (62.79% of votes in that district). At the time of the election, total voter registration in District 3 was 13,319. Councilmember Loera-Diaz has not yet served as Vice Mayor.

Councilmember Arriola was elected in November 2020 to the District 6 seat with a total of 3,866 votes (57.19% of votes in that district). At the time of the election, total voter registration in District 6 was 10,515. Councilmember Arriola has not yet served as Vice Mayor.

Councilmember Peter Bregenzer was elected in November 2022 to the District 5 seat with a total of 1,702 votes (34.29% of votes in that district). At the time of the election, total voter registration in District 5 was 11,178. Councilmember Bregenzer has not yet served as Vice Mayor.

Councilmember Diosdado "JR" Matulac was elected in November 2022 to the District 2 seat with a total of 1,421 votes (37.30% of votes in that district). At the time of the election, total voter registration in District 2 was 14,031. Councilmember Matulac has not yet served as Vice Mayor.

Councilmember Charles Palmares was elected in November 2022 to the District 4 seat with a total of 1,413 votes (35.16% of votes in that district). At the time of the election, total voter registration in District 4 was 10,296. Councilmember Palmares has not yet served as Vice Mayor.

FISCAL IMPACT

There is no fiscal impact in the selection of the Vice Mayor position.

ENVIRONMENTAL REVIEW

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

ATTACHMENTS

1.	Resolution Electing Vice Mayor 010924 CAO STAMP
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CONTACT

Dawn G. Abrahamson, City Clerk, (707) 648-4528
dawn.abrahamson@cityofvallejo.net

Approved as to form:

By:  for _____
Veronica Nebb, City Attorney

RESOLUTION NO. 24-__ N.C.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALLEJO ELECTING AND
APPOINTING A VICE MAYOR FOR 2024**

WHEREAS, section 319 of the Vallejo City Charter requires that on the first Tuesday following January 1 of each year, the City Council shall elect from amongst its members a Vice Mayor who shall serve for a term of one year and until a successor is elected by the Council.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Vallejo elects Councilmember _____ to serve as Vice Mayor for the term set forth in Vallejo City Charter section 319.

Adopted by the City Council of the City of Vallejo at a regular meeting held on January 9, 2024 with the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

ROBERT H. MCCONNELL, MAYOR

DAWN G. ABRAHAMSON, CITY CLERK

**VALLEJO CITY COUNCIL
SPECIAL MEETING MINUTES
DECEMBER 12, 2023**

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

1. CALL TO ORDER

The meeting was called to order at 4:30 p.m.

2. ROLL CALL

Present: Mayor McConnell, Vice Mayor Verder-Aliga (arrived at 4:55 p.m.), Councilmembers Arriola, Bregenzer, Loera-Diaz (arrived at 4:31 p.m.), Matulac, and Palmares

Absent: None

Staff present: City Manager Malone, City Attorney Nebb, City Clerk Abrahamson, and Human Resources Director Sifuentes

The Council convened into Closed Session in the Council Conference Room at 4:33 p.m.

3. CLOSED SESSION

A. Public Employee Performance Evaluation - Pursuant to Government Code Section 54957
Title: City Manager

B. Public Employment
Title: City Manager
Pursuant to Government Code Section 54957

4. ADJOURNMENT

The meeting adjourned at 6:40 p.m.

ROBERT H. MCCONNELL, MAYOR

ATTEST:

DAWN G. ABRAHAMSON
CITY CLERK

**VALLEJO CITY COUNCIL
REGULAR MEETING MINUTES
DECEMBER 12, 2023**

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

1. CALL TO ORDER

The meeting was called to order at 7:22 p.m.

2. ROLL CALL

Present: Mayor McConnell, Vice Mayor Verder-Aliga, Councilmembers Arriola, Bregenzer, Loera-Diaz, Matulac, and Palmares

Absent: None

Staff present: City Manager Malone, City Attorney Nebb and City Clerk Abrahamson

3. PLEDGE OF ALLEGIANCE

4. REPORT OUT OF CLOSED SESSION

City Attorney Nebb reported Council provided direction to staff with respect to Closed Session Items 3A and 3B. No other action to report.

5. PRESENTATIONS AND COMMENDATIONS

Action: *Youth Services Coordinator Grace-Barksdale and members of the Youth Delegation provided highlights of the VCUSD Youth Delegation to the NLC City Summit Conference attended in November 2023.*

A. PRESENTATION BY THE CITY OF VALLEJO YOUTH DELEGATION ABOUT THE NATIONAL LEAGUE OF CITIES CONFERENCE TRIP TO ATLANTA

6. FIRST COMMUNITY FORUM

Speakers: Daniel Boone, Daniel Glaze, Angela Sullivan, Matthew Finkelstein, and Bridget Doherty.

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.*

A. APPROVAL OF MINUTES

Recommendation: Approve minutes for the special and regular meetings of November 28, 2023

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. **ADOPT A RESOLUTION ESTABLISHING A SCHEDULE OF REGULAR CITY COUNCIL MEETINGS FOR 2024 AND 2025**
Recommendation: Adopt a resolution establishing a schedule of regular City Council meetings for 2024 and 2025.
Contact: Dawn G. Abrahamson, City Clerk (707) 648-4528
Dawn.Abrahamson@cityofvallejo.net
Action: *adopted Resolution No. 23-200 N.C.*
- D. **ACCEPT THE HIDDENBROOKE PARKWAY LANDSCAPE IMPROVEMENT / REHABILITATION PROJECT (PROJECT NOS. PWL001 AND PW9435), PERFORMED BY MCGUIRE AND HESTER AS COMPLETE, AND AUTHORIZE THE CITY CLERK TO FILE A NOTICE OF COMPLETION WITH THE SOLANO COUNTY RECORDER'S OFFICE**
Recommendation: Accept the Hiddenbrooke Parkway Landscape Improvement / Rehabilitation Project (Project Nos. PWL001 and PW9435), performed by McGuire and Hester of Alameda, California, as complete, and authorize the City Clerk to file a Notice of Completion with the Solano County Recorder's Office.
Contact: Mark Helmbrecht, Acting Public Works Director (707) 645-2601
Mark.Helmbrecht@cityofvallejo.net
Action: *accepted the Hiddenbrooke Parkway Landscape Improvement / Rehabilitation Project (Project Nos. PWL001 and PW9435), performed by McGuire and Hester of Alameda, California, as complete, and authorized the City Clerk to file a Notice of Completion with the Solano County Recorder's Office.*
- E. **ADOPT A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALLEJO APPROVING THE FIRST AMENDMENT TO THE EQUIPMENT PURCHASE AGREEMENT WITH JM SQUARED ASSOCIATES, INC. FOR HIGHLY SPECIALIZED EQUIPMENT FOR A NOT TO EXCEED AMOUNT OF \$300,000 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME**
Recommendation: Adopt a resolution approving the First Amendment to the Equipment Purchase Agreement with JM Squared Associates, Inc. for deep-well submersible pumps for the water treatment plants for a not-to-exceed amount of \$300,000 and extend through June 30, 2025 and authorize the City Manager to execute same.
Contact: Beth Schoenberger, Water Director, 707-648-5439

beth.schoenberger@cityofvallejo.net

Action: adopted Resolution No. 23-201 N.C.

F. **ADOPT A RESOLUTION REPEALING RESOLUTION 23-003 N.C. AND MAKING CHANGES TO COUNCIL MEMBER APPOINTMENTS TO VARIOUS COMMISSIONS, BOARDS AND COMMITTEES FOR THE YEAR 2023 TO INCLUDE APPOINTMENT OF COUNCIL LIAISON TO THE MEASURE P OVERSIGHT COMMITTEE**

Recommendation: Repeal Resolution No. 23-003 N.C. and adopt a new Resolution consenting to and approving changes to various appointments to Commissions, Boards and Committees for 2023 to include a council liaison to the Measure P Oversight Committee

Contact: Dawn G. Abrahamson, City Clerk (707) 648-4528

Dawn.Abrahamson@cityofvallejo.net

Action: adopted Resolution No. 23-202 N.C.

9. **ACTION CALENDAR**

A. **CONSIDER REQUEST BY MAYOR MCCONNELL TO AGENDIZE COUNCIL CONSIDERATION OF ADOPTING A RESOLUTION RELATING TO THE SITUATION IN GAZA (STEP 1)**

Recommendation: Consider Mayor McConnell's request and direct staff to prepare and present relevant materials at a future meeting when the full Council will be present

Contact: Mayor McConnell

Robert.McConnell@cityofvallejo.net

Speakers: Sally Sears, Huzaifa K., Matt J., Ellen B., Nora T., Luis A., Cindy P., Husni P., S. George, Dayton P., Andrew P., R. Lessem, Maricel C., Henrique P., Matthew Finkelstein, Maribel P., Desiree P., Jazz P. and Maya P., Mary J., S. Goerke-Shrode, Mercedes M., Leah C., Charlie S., J. Leventhal, Geri Kahn, Orange P., Acqi P., Lo P., Linda Rosner, Mitchell Chernock, Lawrence Grossman, Diana Estrin, Shoshana Deutscher-Nurik, Monica Brown, Shastin Svendsen, Ari Val, Steven Pierce, Shiva M., Sara C., Cristal Gallegos, Susan Cohen, Ignacio Mendoza, Nida K., Anna T., Palestina Libre Por Vida, Rabbi Zaklos, Ali Annabell, Anne Carr, Joann, Nimat Shakoor-Grantham, Kemal Abuhan, Breckon, Mimi, Syed H., Bassam, Nandine Mansour, Bella, Sarah Z., and Maha Syed.

The meeting recessed at 10:15 p.m. and reconvened at 10:29 p.m.

Councilmembers discussed the request and provided comments.

The meeting recessed at 10:47 p.m. and reconvened at 11:01 p.m.

Councilmembers provided additional comments.

Action: Moved by Mayor McConnell and carried that Council appoint 2 volunteers to attempt to draft a properly worded proclamation concerning the

middle east issue (Noes-Bregenzer).

B. DISCUSSION AND POSSIBLE DIRECTION TO STAFF AS REQUESTED BY COUNCIL MEMBER BREGENZER TO CONSIDER ADDITIONAL RED LIGHT ENFORCEMENT CAMERAS AND/OR POSSIBLY OTHER TECHNOLOGY TO ASSIST THE POLICE DEPARTMENT (STEP 2)

Recommendation: Provide direction to staff on the possible acquisition and implementation of additional red light enforcement cameras and/or other technology which could assist the Police Department.

Contact: Councilmember Bregenzer

Peter.Bregenzer@cityofvallejo.net

Councilmember Bregenzer discussed the nature of his initial request followed by Council discussion.

Staff responded to questions from Councilmembers. Councilmembers provided comment.

Action: *by consensus of the Council, staff was directed to return to Council following review and discussion with recommendations from the Surveillance Advisory Board on the acquisition and implementation of additional red light enforcement cameras and/or possibly other technology to assist the Police Department to include analysis and recommendations on the purchase and number of cameras, selection of neighborhoods and intersections, cost, and staffing, and a cost analysis on other traffic calming measures.*

C. CONSIDER REQUEST FROM COUNCIL MEMBER BREGENZER RELATING TO THE POSSIBLE SALE OF HERBERT HOUSE, CURRENTLY LOCATED AT 2 FLORIDA STREET, WITH OR WITHOUT THE SALE OF THE UNDERLYING PROPERTY AND/OR RELOCATION THEREOF AND PROVIDE DIRECTION TO STAFF (STEP 2)

Recommendation: Provide direction to staff relating to: (1) the possible declaration of the Herbert House as Surplus Property; (2) authorization for sale thereof, either with or without the underlying property; and (3) possible relocation thereof.

Contact: Councilmember Bregenzer

Peter.Bregenzer@cityofvallejo.net

Councilmember Bregenzer discussed the nature of his initial request.

Economic Development Director Nimon provided background information, discussed potential uses and considerations and concluded by outlining options for Council consideration and next steps.

Speakers: Gretchen Zimmermann, Anne Carr, Jimmy Genn, and Amy Herbert Labowitch.

Staff responded to questions from Councilmembers. Councilmembers provided comment.

Action: *by consensus of the Council, staff was directed to return to Council with lot diagrams and obtain further direction on the sale.*

10. INFORMATION CALENDAR

A. RECEIVE AN UPDATE ON THE PUBLIC SAFETY STAFFING EMERGENCY

Recommendation: Receive an update on the public safety staffing emergency proclamation. This item is for informational purposes only. There is no staff report or action associated with this item

Contact: Jason Ta, Interim Police Chief (707) 648-4540

Jason.Ta@cityofvallejo.net

Captain Ramsay provided an update on Phase 1 (Service Model Reduction), Phase 2 (Rotation of Officers to Patrol Shifts), Phase 3 (Collapsing Traffic & Detective Divisions), Phase 4 (Modifying Patrol Shifts to 12-hours or another Staffing Model), and outside assistance, provided updated current staffing numbers, and the status of police facilities (Dispatch Center and Police Headquarters).

Human Resources Director Sifuentes provided an update on recruitment and retention efforts.

Speakers: Anne Carr.

Staff responded to questions from Councilmembers. Councilmembers provided comment.

11. CITY MANAGER'S REPORT – none.

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 various community events and meetings attended.

15. ADJOURNMENT

The meeting adjourned at 1:01 a.m.

ROBERT H. MCCONNELL, MAYOR

ATTEST:

DAWN G. ABRAHAMSON
CITY CLERK

**VALLEJO CITY COUNCIL
SPECIAL MEETING MINUTES
DECEMBER 19, 2023**

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

1. CALL TO ORDER

The meeting was called to order at 5:00 p.m.

2. ROLL CALL

Present: Mayor McConnell, Councilmembers Arriola, Bregenzer, Loera-Diaz, and Matulac

Absent: Vice Mayor Verder-Aliga and Councilmember Palmares

Staff present: City Manager Malone, City Attorney Nebb, City Clerk Abrahamson and Assistant City Manager Davis

The City Council convened into Closed Session in the Council Conference Room at 5:02 p.m.

3. CLOSED SESSION

- A. Conference with Real Property Negotiators Pursuant to Government Code Section 54956.8
Property: 301 Farragut Avenue, Vallejo, CA 94590 and 1220 Gateway Drive, Vallejo, CA 94589
Agency Negotiators: Terrance Davis, Assistant City Manager
Negotiating Parties: Vallejo Unified School District
Under Negotiations: Price and Terms of Payment

4. ADJOURNMENT

The meeting adjourned at 6:00 p.m.

ROBERT H. MCCONNELL, MAYOR

ATTEST:

DAWN G. ABRAHAMSON
CITY CLERK

**VALLEJO CITY COUNCIL
REGULAR MEETING MINUTES
DECEMBER 19, 2023**

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

1. CALL TO ORDER

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

2. ROLL CALL

Present: Mayor McConnell, Councilmembers Arriola, Bregenzer, Loera-Diaz, and Matulac

Absent: Vice Mayor Verder-Aliga and Councilmember Palmares

Staff present: City Manager Malone, City Attorney Nebb and City Clerk Abrahamson

3. PLEDGE OF ALLEGIANCE

4. REPORT OUT OF CLOSED SESSION

City Attorney Nebb reported Council provided direction to staff with respect to the item on the Closed Session agenda held prior to the start of the Successor Agency meeting. No other action to report.

5. PRESENTATIONS AND COMMENDATIONS

Action: *members of the Sister City Commission and Association provided a presentation.*

A. SISTER CITY COMMISSION/ASSOCIATION PRESENTATION ON TRIP TO AKASHI, JAPAN

6. FIRST COMMUNITY FORUM

Speakers: Richard Hybels and Mustafa Abdul-Ghanee.

7. PUBLIC COMMENT REGARDING CONSENT CALENDAR ITEMS

Speakers: None.

8. CONSENT CALENDAR AND APPROVAL OF AGENDA

Action: *Moved by Councilmember Loera-Diaz and carried unanimously by members present, unless otherwise noted, approval of the Agenda and the Consent Calendar with the removal of Item 8E from the Consent Calendar making it Item 8.1 (Absent: Verder-Aliga and Palmares).*

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 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. PAYMENT OF CLAIMS: October 2023

Recommendation: Ratify the payment of claims for the period of October 1, 2023 through October 31, 2023.

Contact: Rekha Nayar, Finance Director (707) 648-4592

Rekha.Nayar@cityofvallejo.net

Action: ratified payment of claims for period of October 1-31, 2023.

C. ADOPT A RESOLUTION APPROVING PLANS AND SPECIFICATIONS FOR THE PAVING TUOLUMNE ST. & GEORGIA ST. PROJECT, AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$563,762, PLUS CONTINGENCY, TO CONSOLIDATED ENGINEERING, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAME

Recommendation: Adopt a resolution approving the project plans and specifications for the Paving Tuolumne St. & Georgia St. Project, awarding a construction contract in the amount of \$563,762, plus contingency, to Consolidated Engineering, Inc., and authorizing the City Manager to execute same.

Contact: Melissa Tigbao, P.E., Public Works Director (707) 648-4433

melissa.tigbao@cityofvallejo.net

Action: adopted Resolution No. 23-203 N.C.

D. ADOPT A RESOLUTION APPROVING THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM AND HOME INVESTMENT PARTNERSHIPS PROGRAM FUNDING PROCESS AND CRITERIA FOR FISCAL YEAR 2024-25

Recommendation: Adopt the enclosed Resolution approving a funding process and criteria for the Community Development Block Grant (CDBG) Program and HOME Investment Partnerships (HOME) Program for Fiscal Year (FY) 2024-25 (July 1, 2024 through June 30, 2025).

Contact: Alicia Jones, Housing Director (707) 648-4408

Alicia.Jones@cityofvallejo.net

Action: adopted Resolution No. 23-204 N.C.

E. ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN HISTORIC PROPERTY PRESERVATION AGREEMENT PURSUANT TO THE MILLS ACT, CONSISTENT WITH THE RECOMMENDATION OF THE ARCHITECTURAL HERITAGE AND LANDMARKS COMMISSION, FOR THE RESIDENTIAL PROPERTY LOCATED AT 812 YORK STREET

Recommendation: Adopt a Resolution authorizing the City Manager to execute a Historic Property Preservation Agreement pursuant to the Mills Act, consistent with the Architectural Heritage and Landmarks Commission recommendation, for the residential property located at 812 York Street.

Contact: Christina Ratcliffe, AICP, Planning and Development Services Director (707) 648-4326

Christina.Ratcliffe@CityofVallejo.net

Action: *item was removed from the Consent Calendar at the request of Councilmember Bregenzer.*

Staff responded to questions from Councilmembers. Councilmembers provided comment.

Action: *Moved by Councilmember Loera-Diaz and failed to adopt a resolution authorizing the City Manager to execute a Historic Property Preservation Agreement pursuant to the Mills Act, consistent with the Architectural Heritage and Landmarks Commission recommendation, for the residential property located at 812 York Street. (Ayes: Mayor McConnell; Noes: Arriola, Bregenzer, Loera-Diaz, and Matulac; Absent: Verder-Aliga and Palmares).*

F. **ADOPTION OF A RESOLUTION RECEIVING AND FILING THE SB 165 ANNUAL REPORT FOR FY 2022-23**

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, 2023.

Contact: Rekha Nayar, Finance Director (707-648-4592)

Rekha.Nayar@cityofvallejo.net

Action: *adopted Resolution No. 23-205 N.C.*

G. **ADOPT RESOLUTION APPROVING THE SIXTH AMENDMENT TO CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY AND AKIN GUMP STRAUS HAUER & FELD, INCREASING THE NOT-TO-EXCEED BY \$140,000, AND EXTENDING THE TERM AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAME**

Recommendation: Adopt a resolution approving the Sixth Amendment to the Consultant and Professional Services Agreement with Akin Gump Straus Hauer & Feld ("Akin Gump") for legislative affairs services, increasing the not-to-exceed amount by \$140,000 and extending the term thereof and authorizing the City Manager to execute same.

Contact: Terrance Davis, Assistant City Manager (707) 648-4301

Terrance.Davis@cityofvallejo.net

Action: *adopted Resolution No. 23-206 N.C.*

H. **ADOPT A RESOLUTION ACCEPTING THE CLEAN CALIFORNIA GRANT AWARD AND PROVIDE NOTICE TO AMEND THE BUDGET TO ACCEPT THE GRANT FUNDS (STEP 1)**

Recommendation: Adopt a Resolution accepting the Clean California grant award and providing notice of intent to amend the budget to accept the awarded grant funds (Step 1).

Contact: Terrance Davis, Assistant City Manager (707) 648-4301

Terrance.Davis@cityofvallejo.net

Action: *adopted Resolution No. 23-207 N.C.*

9. ACTION CALENDAR

A. UPDATE ON ACTIONS TAKEN AND CONFIRMATION OF THE CONTINUED EXISTENCE OF THE CONDITIONS LEADING TO THE DECLARATION OF A STATE OF LOCAL EMERGENCY RELATING TO PUBLIC SAFETY STAFFING

Recommendation: Receive the update and confirm the continued existence of the conditions leading to the declaration of a state of local emergency

Contact: Jason Ta, Interim Chief of Police (707) 648-4540

jason.ta@cityofvallejo.net

Interim Police Chief Ta provided an update on Phase 1 (Service Model Reduction), Phase 2 (Rotation of Officers to Patrol Shifts), Phase 3 (Collapsing Traffic & Detective Divisions), Phase 4 (Modifying Patrol Shifts to 12-hours or another Staffing Model), and outside assistance, provided updated current staffing numbers, and the status of police facilities (Dispatch Center and Police Headquarters).

Human Resources Director Sifuentes provided an update on recruitment and retention efforts.

Speakers: Mustafa Abdul-Ghanee and Anne Carr.

Staff responded to questions from Councilmembers. Councilmembers provided comment.

Action: *moved by Councilmember Loera-Diaz and carried by members present, to receive the update and confirm the continued existence of the conditions leading to the declaration of a state of local emergency (Noe: Bregenzer; Absent: Verder-Aliga and Palmares).*

10. INFORMATION CALENDAR

A. CITY OF VALLEJO BROADBAND & MUNICIPAL FIBER BUILDOUT UPDATE

Recommendation: Item is for informational purpose only and no action is required. There is no staff report associated with this item.

Contact: Naveed Ashraf, Chief Innovation Officer & IT Director (707) 648-5200

Naveed.Ashraf@cityofvallejo.net

Chief Innovation Officer/IT Director Ashraf provided historical background information, discussed milestones to reach achievement, reviewed current activities, the re-branding and marketing strategy, Smart Fiber Partnership, Digital Equity and Digital Divide projects and future projects, and concluded the presentation outlining revenue projections.

Speakers: Anne Carr and Chris Platzer.

Staff and Mr. Stukas responded to questions from Councilmembers. Councilmembers provided comment.

B. COUNCIL UPDATE FROM THE PLANNING AND DEVELOPMENT SERVICES DEPARTMENT AND THE ECONOMIC DEVELOPMENT DEPARTMENT

Recommendation: Item is for informational purpose only and no action is required. There is no staff report associated with this item.

Contact: Christina Ratcliffe, Planning & Development Services Director (707) 648-4326

Christina.Ratcliffe@cityofvallejo.net

Michael Nimon, Economic Development Director (707) 649-5452

Michael.Nimon@cityofvallejo.net

Economic Development Director Nimon shared a look at the Vallejo indicator numbers and a comparison from 2021 to 2023 and what has changed, provided an update on the Department's ongoing work and special projects.

Planning & Development Services Director Ratcliffe provided an update on the Department's ongoing work moving forward, shared a look at the numbers and a comparison from FY 20-21 to FY 23-24 related to Building & Planning Permits, Code Enforcement Cases, Building, Planning and Code Enforcement Revenue Comparisons, and concluded the presentation by providing visual aides and renderings of projects recently approved.

Speakers: Anne Carr.

Staff responded to questions from Councilmembers. Councilmembers provided comment.

11. CITY MANAGER'S REPORT

City Manager Malone announced the upcoming launching of the first Citizens Academy starting in February 2024 and reported the Vallejo Weekly featured an article on the Employee Retention Program and an update on ARPA funds.

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 various community events and meetings attended.

15. ADJOURNMENT

The meeting adjourned at 10:09 p.m.

ROBERT H. MCCONNELL, MAYOR

ATTEST:

DAWN G. ABRAHAMSON
CITY CLERK

**VALLEJO CITY COUNCIL AS
GOVERNING BOARD OF THE SUCCESSOR AGENCY
TO THE FORMER VALLEJO REDEVELOPMENT AGENCY**

**SPECIAL MEETING MINUTES
DECEMBER 1, 2023**

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

1. CALL TO ORDER

The meeting was called to order at 6:30 p.m.

2. ROLL CALL

Present: Mayor McConnell, Councilmembers Arriola, Bregenzer, Loera-Diaz, and Matulac

Absent: Vice Mayor Verder-Aliga and Councilmember Palmares

Staff present: City Manager Malone, City Attorney Nebb and City Clerk Abrahamson

3. CONSENT CALENDAR AND APPROVAL OF AGENDA

Action: *Moved by Councilmember Loera-Diaz and carried unanimously by members present, unless otherwise noted, approval of the Agenda and the Consent Calendar (Absent: Verder-Aliga and Palmares).*

**A. ADOPT A RESOLUTION APPROVING THE RECOGNIZED OBLIGATION
PAYMENT SCHEDULE FOR JULY 1, 2024 THROUGH JUNE 30, 2025
("ROPS 24-25")**

Recommendation: Adopt a Resolution approving the Recognized Obligations Payment Schedule for July 1, 2024 through June 30, 2025 ("ROPS 24-25").

Contact: Rekha Nayar, Finance Director, (707) 648-4592

Rekha.Nayar@cityofvallejo.net

Action: *adopted Resolution No. 23-001*

4. ACTION CALENDAR – None.

5. ADJOURNMENT

The meeting adjourned at 6:33 p.m.

ROBERT H. MCCONNELL, MAYOR

ATTEST:

DAWN G. ABRAHAMSON
CITY CLERK



DATE: January 9, 2024
TO: Mayor and Members of the City Council
FROM: Dawn G. Abrahamson, City Clerk
SUBJECT: **ADOPT RESOLUTION CONFIRMING AND CONSENTING TO COUNCIL APPOINTMENTS TO VARIOUS COMMISSIONS, BOARDS AND COMMITTEES FOR THE YEAR 2024**

RECOMMENDATION

Adopt a resolution consenting to and confirming various appointments to Commissions, Boards and Committees for 2024.

REASONS FOR RECOMMENDATION

Pursuant to Vallejo Municipal Code Section 2.02.350D, appointments to boards, commissions and committees shall be considered and acted upon by the City Council in open public meetings of the council, unless otherwise permitted by law. Pursuant to 2.02.350E, the Mayor is authorized to make appointments, with the consent of the City Council, to committees composed solely of councilmembers and to special ad hoc committees of limited duration of purpose. Additional sources of authority, as cited in the attachment to the resolution, may provide for the mayoral appointments to other boards and bodies. The Mayor undertakes a review of mayoral appointments at the beginning of each calendar year.

BACKGROUND AND DISCUSSION

Annually, the Mayor reviews the appointment of councilmembers to various boards, commissions, committees and liaison positions. Based on the Mayor's review, the attached list of appointments for calendar year 2024 is submitted for the City Council's consideration and consent. Appointments shall continue until a successor is duly appointed.

Council liaisons are assigned to each of the various City commissions, boards and committees and other bodies, including designating a representative to County, Regional and State Boards and Commissions and other agencies to serve as board members and delegates as a means of furthering the City's interests.

FISCAL IMPACT

There is no fiscal impact in the filling of vacancies on standing committees.

ENVIRONMENTAL REVIEW

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

ATTACHMENTS

1.	2024 Resolution Making Commission Committee Appointments CAO STAMP
2.	2024 Council Appointments minus ad-hoc committees_010924

Date: January 9, 2024

**Subject: ADOPT RESOLUTION CONFIRMING AND CONSENTING TO COUNCIL
APPOINTMENTS TO VARIOUS COMMISSIONS, BOARDS AND COMMITTEES FOR
THE YEAR 2024**

Page 2

CONTACT

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

Dawn.abrahamson@cityofvallejo.net

Approved as to form:

By:  for
Veronica Nebb, City Attorney

RESOLUTION NO. 24-__ N.C.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALLEJO MAKING
COUNCIL APPOINTMENTS TO VARIOUS COMMISSIONS,
BOARDS AND COMMITTEES FOR 2024**

WHEREAS, pursuant to Vallejo Municipal Code Section 2.02.350 D, appointments to boards, commissions and committees shall be considered and acted upon by the Council in open public meetings of the Council, unless otherwise permitted by law; and

WHEREAS, pursuant to Vallejo Municipal Code section 2.02.350 E, the Mayor is authorized to make appointments to committees and sub-committees composed solely of Council members and to special ad hoc committees of limited duration of purpose with the consent of the City Council; and

WHEREAS, a Council liaison is assigned to each of the various City commissions, boards and committees and other bodies; and

WHEREAS, it is necessary to designate the City of Vallejo representative to various County, regional and statewide boards and commissions and other agencies to serve as board members, members and delegates as a means of furthering the City's interests; and

WHEREAS, it is necessary to nominate a City of Vallejo representative on advisory committees of other public entities for the appointment by the Board of such public entities.

NOW, THEREFORE, BE IT RESOLVED that the attached list of appointments, incorporated herein by reference, for calendar year 2024 are hereby made, consented to and confirmed as applicable.

BE IT FURTHER RESOLVED that said appointments shall continue until a successor is duly appointed.

Adopted by the City Council of the City of Vallejo at a regular meeting held on January 9, 2024 with the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ROBERT H. MCCONNELL, MAYOR

ATTEST:

DAWN G. ABRAHAMSON, CITY CLERK

COUNCIL APPOINTMENTS-2024

January 9, 2024

COUNCIL LIAISON APPOINTMENTS TO CITY COMMISSIONS/BOARDS/COMMITTEES			
NAME OF COMMISSION, BOARD OR COMMITTEE	COUNCIL LIAISON	NUMBER OF APPOINTMENTS	MEETING INFORMATION
ARCHITECTURAL HERITAGE & LANDMARK COMMISSION	BREGENZER	ONE	3 RD THURSDAY MONTHLY 6:30 P.M. CITY COUNCIL CHAMBERS
BEAUTIFICATION COMMISSION	VERDER-ALIGA	ONE	1 ST WEDNESDAY 6:00 P.M. BI-MONTHLY CITY COUNCIL CHAMBERS
CIVIL SERVICE COMMISSION	MATULAC	ONE	2 ND MONDAY MONTHLY 5:15 P.M. CITY COUNCIL CHAMBERS
CODE ENFORCEMENT APPEALS BOARD	MATULAC	ONE	4 TH THURSDAY 6:00 P.M. MONTHLY CITY COUNCIL CHAMBERS
COMMISSION ON CULTURE AND THE ARTS	ARRIOLA	ONE	4 TH MONDAY 6:00 P.M. MONTHLY CITY COUNCIL CHAMBERS
DESIGN REVIEW BOARD	PALMARES	ONE	2 ND THURSDAY MONTHLY 7:00 P.M. CITY COUNCIL CHAMBERS
ECONOMIC VITALITY COMMISSION	LOERA-DIAZ	ONE	2 ND WEDNESDAY BI-MONTHLY- AS NEEDED 6:00 P.M. CITY COUNCIL CHAMBERS
HOUSING & COMMUNITY DEVELOPMENT COMMISSION	BREGENZER	ONE	1 ST THURSDAY 7:00 P.M. MONTHLY CITY COUNCIL CHAMBERS
HUMAN RELATIONS COMMISSION	MATULAC	ONE	4 TH WEDNESDAY IN THE MONTHS OF JANUARY, APRIL, JULY & OCTOBER AS NEEDED 6:00 P.M. CITY COUNCIL CHAMBERS
MARINA ADVISORY COMMITTEE	ARRIOLA	ONE	1 ST THURSDAY QUARTERLY 5:00 P.M. CITY COUNCIL CHAMBERS
MCCUNE COLLECTION COMMISSION	PALMARES	ONE	1 ST MONDAY BI-MONTHLY 5:00 P.M. CITY COUNCIL CHAMBERS
PLANNING COMMISSION	PALMARES	ONE	1 ST & 3 RD MONDAY MONTHLY 7:00 P.M. CITY COUNCIL CHAMBERS
SISTER CITY COMMISSION	VERDER-ALIGA	ONE	3 RD MONDAY 5:30 P.M. BI-MONTHLY SISTER CITY RM JFK LIBRARY
PARTICIPATORY BUDGETING STEERING COMMITTEE	ARRIOLA BREGENZER	TWO	3 RD WEDNESDAY 6:30 P.M. MONTHLY COUNCIL CHAMBERS
SURVEILLANCE ADVISORY BOARD	ARRIOLA	ONE	3 RD THURSDAY 6:00 P.M. MONTHLY VALLEJO ROOM UNLESS COUNCIL CHAMBERS IS AVAILABLE
MEASURE P OVERSIGHT COMMITTEE	PALMARES <u>LOERA DIAZ</u> <u>MATULAC</u> <u>(ALTERNATE)</u>	ONE	AT LEAST TWICE PER CALENDAR YEAR; MORE FREQUENTLY IF NECESSARY. VALLEJO ROOM UNLESS COUNCIL CHAMBERS IS AVAILABLE

COUNCIL APPOINTMENTS-2024**January 9, 2024**

COUNCIL LIAISON APPOINTMENTS TO COMMUNITY BASE ORGANIZATIONS, COUNTY/REGIONAL/INTER-AGENCY/STATE COMMITTEES/BOARDS			
NAME OF AGENCY	COUNCIL LIAISON	NUMBER OF APPOINTMENTS	MEETING INFORMATION
CENTRAL CORE RESTORATION CORP. (CCRC)	LOERA-DIAZ	ONE	2 ND THURSDAY 4:30 P.M. 301 GEORGIA STREET, SUITE 290 VALLEJO CA
VALLEJO CENTER FOR THE ARTS (formerly Community Arts Foundation, Empress Theatre)	VERDER-ALIGA	ONE	4 TH WEDNESDAY 7:00 P.M.
FIGHTING BACK PARTNERSHIP	VERDER-ALIGA	ONE	1 ST THURSDAY 6:00 P.M. 3 RD FLOOR, JFK LIBRARY
HUMANE SOCIETY OF NORTH BAY	MATULAC PALMARES	TWO	MEETINGS AS NEEDED
SENIOR CITIZENS COUNCIL	ARRIOLA	ONE	2 ND MONDAY OF JANUARY & JUNE 12:30 – 2:00 P.M. DOUGLAS SENIOR CENTER
SOLANO COUNTY FAIR ASSOCIATION	BREGENZER	ONE	2 ND WEDNESDAY 6:15 P.M. SOLANO COUNTY FAIRGROUNDS 900 FAIRGROUNDS DRIVE
TRAVIS REGIONAL ARMED FORCES COMMITTEE	VERDER-ALIGA	ONE	3 RD MONDAY 8:00 A.M. BREAKFAST DELTA BREEZE CLUB TRAVIS AFB
VALLEJO CONVENTION AND VISITORS BUREAU	LOERA-DIAZ	ONE	3 RD WEDNESDAY 3:30 P.M. CHAMBER OF COMMERCE OFFICE
VALLEJO GOLF CLUB	VERDER-ALIGA	ONE	2 ND THURSDAY 7:00 P.M. BLUE ROCK SPINGS BOARD ROOM
VALLEJO FIRST CORP (formerly Vallejo Main Street Board of Directors)	PALMARES	ONE	2 ND THURSDAY 5:45 P.M. (frequency of meetings TBD) 235-237 GEORGIA STREET (Beeman Building) 1 st Floor Conference Room
CITY/SCHOOLS TASK FORCE	LOERA-DIAZ MATULAC	TWO	

COUNCIL APPOINTMENTS-2024**January 9, 2024**

APPOINTMENTS TO CITY COUNCIL STANDING COMMITTEES			
NAME OF COUNCIL COMMITTEE	MEMBERS	NUMBER OF APPOINTMENTS	MEETING INFORMATION
INTER-AGENCY COMMITTEE	MAYOR MCCONNELL (VFWD REP) ARRIOLA PALMARES	MAYOR + TWO	4 TH MONDAY 6:00 P.M. CITY MANAGER's CONFERENCE ROOM, 3 rd Floor CITY HALL
ISLAND ENERGY ADVISORY COMMITTEE	PALMARES	MAYOR	MEETINGS AS NEEDED
MARE ISLAND COMMITTEE	MAYOR MCCONNELL MATULAC PALMARES	THREE	MEETINGS AS NEEDED
MARINA COMMITTEE	ARRIOLA BREGENZER PALMARES	THREE	MEETINGS AS NEEDED
PUBLIC SAFETY COMMITTEE	BREGENZER PALMARES	TWO	MEETINGS AS NEEDED
LAKES WATER SYSTEM SUB-COMMITTEE	MAYOR MCCONNELL VERDER-ALIGA	TWO	MEETINGS AS NEEDED

COUNCIL APPOINTMENTS-2024

January 9, 2024

APPOINTMENTS TO COUNTY/REGIONAL/INTER-AGENCY/STATE COMMITTEES/BOARDS AND OTHER BODIES				
NAME OF AGENCY	COUNCIL REPRESENTATIVE	NUMBER OF APPOINTMENTS	NOTES	MEETING INFORMATION
ASSOCIATION OF BAY AREA GOVERNMENTS – GENERAL ASSEMBLY	MAYOR MCCONNELL BREGENZER (ALTERNATE)	ONE + ALTERNATE	COUNCIL APPOINTS DELEGATE AND ALTERNATE	MEETS TWICE A YEAR SPRING/FALL
LEAGUE OF CALIFORNIA CITIES – GENERAL ASSEMBLY	MAYOR MCCONNELL BREGENZER (1 st Alt) VERDER-ALIGA (2 nd Alt)	ONE + TWO ALTERNATES	BYLAWS REQUIRE COUNCIL APPOINTS DELEGATE AND TWO ALTERNATES	AS SET BY LEAGUE
LEAGUE OF CALIFORNIA CITIES – NORTH BAY DIVISION	BREGENZER VERDER-ALIGA (ALTERNATE)	ONE + ALTERNATE	COUNCIL APPOINTS REPRESENTATIVE AND ALTERNATE	QUARTERLY MEETINGS PLACE AND TIME TBA
SOLANO COUNTY MAYOR'S COMMITTEE	MAYOR MCCONNELL	MAYOR	COMPRISED OF ALL MAYORS – HAS BEEN ON LIST IN PAST, BUT PROBABLY SHOULD BE REMOVED	3 RD WEDNESDAY 6:00 P.M. SUISUN
SOLANO STATE PARKS COMMITTEE	PALMARES	ONE	COUNCIL APPOINTED ONE MEMBER ON 9/10/13 TO REPRESENT CITY OF VALLEJO	MEETINGS AS NEEDED
SOLANO 360 IMPLEMENTATION COMMITTEE	MAYOR MCCONNELL BREGENZER VERDER-ALIGA (alt, if needed)	TWO		MEETINGS AS NEEDED
MCE CLEAN ENERGY BOARD	PALMARES MATULAC (ALT)	ONE + ALT.	COUNCIL APPOINTS TO REPRESENT CITY OF VALLEJO	3 rd THURSDAY OF THE MONTH ON A QUARTERLY BASIS OR AS NEEDED
TRIPARTITE ADVISORY BOARD	MATULAC	ONE	ADVISORY TO SOLANO COUNTY JPA FOR HOMELESSNESS	QUARTERLY - 4 TH MONDAY IN JAN, APR, JULY, & OCT. 2-4 P.M., FAIRFIELD COMMUNITY CENTER

COUNCIL APPOINTMENTS-2024

January 9, 2024

APPOINTMENTS TO COUNTY/REGIONAL/INTER-AGENCY/STATE COMMITTEES/BOARDS				
NAME OF AGENCY	COUNCIL REPRESENTATIVE	NUMBER OF APPOINTMENTS	NOTES	MEETING INFORMATION
SOLANO COUNTY TRANSPORTATION AUTHORITY	MAYOR MCCONNELL BREGENZER (ALTERNATE)	ONE + ALTERNATE	BYLAWS REQUIRE BOARD TO BE COMPRISED OF THE MAYOR OF THE SEVEN CITIES, OR A COUNCIL MEMBER APPOINTED BY THE MAYOR OR THE CITY COUNCIL AS AN ALTERNATE	2 ND WEDNESDAY 6:00 P.M. TRANSPORATION OFFICE 1 HARBOR CENTER, SUITE 130, SUISUN
SOLANO COUNTY TRANSIT (SOLTRANS) BOARD	MAYOR MCCONNELL ARRIOLA MATULAC (ALTERNATE)	TWO MEMBERS + ONE ALTERNATE	TWO COUNCIL MEMBERS + ONE ALTERNATE FROM BENICIA AND VALLEJO + SOLANO COUNTY MTC REP + ONE NON-VOTING STA REP	3 RD THURSDAY 4:00 P.M. VALLEJO CITY COUNCIL CHAMBERS OR BENICIA CITY COUNCIL CHAMBERS
SOLANO COUNTY WATER AGENCY BOARD	MAYOR MCCONNELL LOERA-DIAZ (ALTERNATE)	MAYOR + ALTERNATE	MAYOR IS BOARD MEMBER BY STATUTE AND COUNCIL APPOINTS ALTERNATE	2 ND THURSDAY 7:00 P.M. SOLANO IRRIGATION DISTRICT OFFICE 509 ELMIRA RD., VACAVILLE
SOLANO ECONOMIC DEVELOPMENT CORPORATION	VERDER-ALIGA LOERA-DIAZ	ONE	COUNCIL APPOINTS BOARD MEMBERS	4 TH THURSDAY 9:00 A.M. BI-MONTHLY JELLY BELLY FACTORY 1 JELLY BELLY LANE, FAIRFIELD
SOLANO WATER AUTHORITY BOARD	MAYOR MCCONNELL LOERA-DIAZ (ALTERNATE)	MAYOR + ALTERNATE	COUNCIL APPOINTS BOARD MEMBER AND ALTERNATE	MEETS AS NEEDED SOLANO IRRIGATION DISTRICT OFFICE 508 ELMIRA RD, VACAVILLE
SOLANO OPEN SPACE (SOS)	VERDER-ALIGA ARRIOLA (ALTERNATE)	ONE + ALTERNATE	COUNCIL APPOINTS BOARD MEMBER AND ALTERNATE	2 ND MONDAY 7:00 P.M. QUARTERLY PLACE: TBA
VALLEJO-NAPA SOLID WASTE MANAGEMENT	MAYOR MCCONNELL ARRIOLA (ALTERNATE)	ONE + ALTERNATE	COUNCIL APPOINTS BOARD MEMBER AND ALTERNATE	1 ST THURSDAY 9:00 A.M. AMERICAN CANYON CITY HALL 4381 BROADWAY ST, SUITE 201
VALLEJO BUSINESS EDUCATION ALLIANCE	VERDER-ALIGA LOERA-DIAZ (ALTERNATE)	ONE + ALTERNATE	COUNCIL APPOINTS BOARD MEMBER AND ALTERNATE	

COUNCIL APPOINTMENTS-2024
January 9, 2024

NAME OF AGENCY	COUNCIL REPRESENTATIVE	NUMBER OF APPOINTMENTS	NOTES	MEETING INFORMATION
MULTI-JURISDICTIONAL HOMELESS TWO BY TWO SUBCOMMITTEE & REGIONAL HOMELESS WORKGROUP	LOERA-DIAZ VERDER-ALIGA	TWO MEMBERS	COUNCIL APPOINTS TWO MEMBERS	SUBCOMMITTEE (2x2) MONTHLY, SUBJECT TO CHANGE WORKGROUP BI-WEEKLY, THURSDAYS, 3-4 P.M., SUBJECT TO CHANGE
NAPA-SOLANO AREA AGENCY ON AGING OVERSIGHT BOARD	ARRIOLA VERDER-ALIGA (ALTERNATE)	ONE MEMBER	COUNCIL APPOINTMENTS BOARD MEMBER AND ALTERNATE	4 TH MONDAY 10 A.M. – 12 P.M. HELD ALTERNATIVELY IN NAPA COUNTY & SOLANO COUNTY BOARD OF SUPERVISORS CHAMBERS



DATE: January 9, 2024
TO: Mayor and Members of the City Council
FROM: Melissa Tigbao, P.E., Public Works Director
Oscar Alcantar, Assistant Public Works Director-Maintenance
SUBJECT: **ADOPT A RESOLUTION REJECTING THE BID SUBMITTED BY MVP CONSTRUCTION, LLC FOR THE REPLACEMENT OF THE ROOF AT ZIO FRAEDOS RESTAURANT AND DIRECTING STAFF TO REVISE THE PROJECT SCOPE OF WORK AND RE-ADVERTISE THE PROJECT**

RECOMMENDATION

Adopt a resolution rejecting the bid submitted by MVP Construction, LLC for the replacement of the roof at Zio Fraedos restaurant and directing staff to revise the project scope of work and re-advertise the project.

REASONS FOR RECOMMENDATION

Upon review of the submitted bid, staff determined that the cost far exceeds the amount budgeted for this project. By reducing the scope of work and re-advertising the project, the City should receive more competitive bids.

BACKGROUND AND DISCUSSION

The City-owned building located at 23 Harbor Way in Vallejo and occupied by Zio Fraedos restaurant is in need of a new roof. A budget of \$600,000 has been allocated to project PWC112 Roof Repairs/Replacement for this work.

The project was advertised on October 26, 2023, and one bid was received on November 14, 2023, as follows:

Bid Order	Contractor	Total Base Bid
1	MVP Construction, LLC	\$906,246

The Vallejo Municipal Code provides in relevant part that "[a]fter considering the report of the City Manager, the City Council shall award the contract to the lowest responsible bidder, or reject all bids, and may advertise in its discretion." (See Section 3.20.200.A.) In addition, a rejection of all bids is authorized by the Bid Documents. As the only bid received for the project significantly exceeds the allocated budget, staff recommends that the City Council reject the bid and direct staff to revise the scope of work of the project and re-advertise.

FISCAL IMPACT

There is no fiscal impact with the approval of this item.

ENVIRONMENTAL REVIEW

This action is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guideline section 15301(a) because it consists of replacing the roof of an existing structure.

Date: January 9, 2024

**Subject: ADOPT A RESOLUTION REJECTING THE BID SUBMITTED BY MVP
CONSTRUCTION, LLC FOR THE REPLACEMENT OF THE ROOF AT ZIO
FRAEDOS RESTAURANT AND DIRECTING STAFF TO REVISE THE PROJECT
SCOPE OF WORK AND RE-ADVERTISE THE PROJECT**

Page 2

ATTACHMENTS

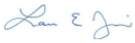
1.	Reso - Reject Bids - Reroof Zio Fraedos_CAO Stamp
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CONTACT

Melissa Tigbao, P.E., Public Works Director (707) 648-4433

melissa.tigbao@cityofvallejo.net

Approved as to form:



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

RESOLUTION NO. 24-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALLEJO REJECTING THE BID SUBMITTED BY MVP CONSTRUCTION, LLC FOR THE REPLACEMENT OF THE ROOF AT ZIO FRAEDOS RESTAURANT AND DIRECTING STAFF TO REVISE THE PROJECT SCOPE OF WORK AND READVERTISE THE PROJECT

WHEREAS, on October 26, 2023, the City advertised for bids for reroofing services for the City-owned building located at 23 Harbor Way and currently occupied by Zio Fraedos Restaurant (the "Project"); and

WHEREAS, on November 14, 2023, the City publicly opened one (1) bid from MVP Construction, LLC in the amount of \$906,246, which sum is Three Hundred Thousand Dollars (\$300,000) higher than what was allocated for the Project; and

WHEREAS, staff has determined it is in the best interest of the City to reject the bid, revise the Project scope of work, and readvertise; and

WHEREAS, Section 3.20.200.A of the Vallejo Municipal Code authorizes the City Council in its discretion, after considering the report of the City Manager, to reject all bids and readvertise.

NOW THEREFORE BE IT RESOLVED that the bid submitted by MVP Construction, LLC is hereby rejected.

BE IT FURTHER RESOLVED that the City Clerk is hereby authorized and directed to give notice of rejection and to return bid bond to the bidder.

BE IT FURTHER RESOLVED that Public Works staff is hereby directed to revise the Project scope of work and to readvertise the Project.

Adopted by the City Council of the City of Vallejo at a regular meeting held on January 9, 2024, with the following vote:

AYES:

NOES:

ABSENT:

ROBERT H. McCONNELL, MAYOR

ATTEST:

DAWN G. ABRAHAMSON, CITY CLERK



DATE: January 9, 2024
TO: Mayor and Members of the City Council
FROM: Melissa Tigbao, P.E., Public Works Director
Dan Sequeira, P.E., Assistant Public Works Director / City Engineer
SUBJECT: **ACCEPT THE F3 MARINA TENANT IMPROVEMENT / BARRIER PROJECT (PROJECT NO. PWC111) PERFORMED BY MVP CONSTRUCTION, LLC AS COMPLETE, AND AUTHORIZE THE CITY CLERK TO FILE A NOTICE OF COMPLETION WITH THE SOLANO COUNTY RECORDER'S OFFICE**

RECOMMENDATION

Accept the F3 Marina Tenant Improvement / Barrier Project (Project No. PWC111) performed by MVP Construction, LLC as complete, and authorize the City Clerk to file a Notice of Completion with the Solano County Recorder's Office.

REASONS FOR RECOMMENDATION

The City Engineer has determined that the work was completed in compliance with the city-approved plans and specifications.

BACKGROUND AND DISCUSSION

The Project is located at the Vallejo Municipal Marina, 42 Harbor Way. The scope of work included the following upgrades to Building K:

- Demolition of restroom interiors and remodeling with ADA-compliant restroom features
- Installation of high security door lock mechanisms
- Paving the existing parking lot to provide ADA-compliant parking spaces
- Reconstruction of the existing sidewalk to provide ADA-compliant pedestrian access
- Ancillary work associated with the renovation of the spaces and site improvements

Construction began on May 8, 2023, and work was completed on October 3, 2023. Seven Contract Change Orders totaling \$53,703.00 were issued to cover unforeseen work, as authorized by Vallejo Municipal Code Section 3.20.220 – Contract amendments and change orders., i.e., staff “shall have authority to issue change orders that increase the contract amount, provided that the cost of the change order does not exceed the total amount authorized for the project by resolution.”

The extra work included sheet rock replacement, dry rot repairs, painting of the exterior, miscellaneous site work, and anchorage of the toilets.

Staff recommends accepting the F3 Marina Tenant Improvement / Barrier Project (Project No. PWC111), performed by MVP Construction, LLC, of Martinez, California, as complete and authorizing the City Clerk to file a Notice of Completion with the Solano County Recorder's Office.

FISCAL IMPACT

Subject: ACCEPT THE F3 MARINA TENANT IMPROVEMENT / BARRIER PROJECT (PROJECT NO. PWC111) PERFORMED BY MVP CONSTRUCTION, LLC AS COMPLETE, AND AUTHORIZE THE CITY CLERK TO FILE A NOTICE OF COMPLETION WITH THE SOLANO COUNTY RECORDER'S OFFICE

There will be no fiscal impact associated with this item. The F3 Marina Tenant Improvement / Barrier Project (Project No. PWC111) was funded through the Capital Improvement Program Funds as follows:

SOURCES	BUDGET	EXPENDITURES
Fund 201: Capital Outlay - American Rescue Plan Act (ARPA)	\$516,000	
Fund 201: Capital Outlay	\$75,565	
Construction Contract		(\$471,565.00)
Contract Change Orders		(\$53,703.00)
Construction Management & Inspection		(\$18,281.28)
TOTAL	\$591,565	(\$543,549.28)

All ARPA funds allocated for this project have been expended. Any unused Fund 201 Capital Outlay funding will go towards another sub-project within the Public Building Repairs Project (Project No. PWC111).

ENVIRONMENTAL REVIEW

This action is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301 "Existing Facilities," because the project consists of minor alterations of existing structures and facilities, including paving and sidewalks.

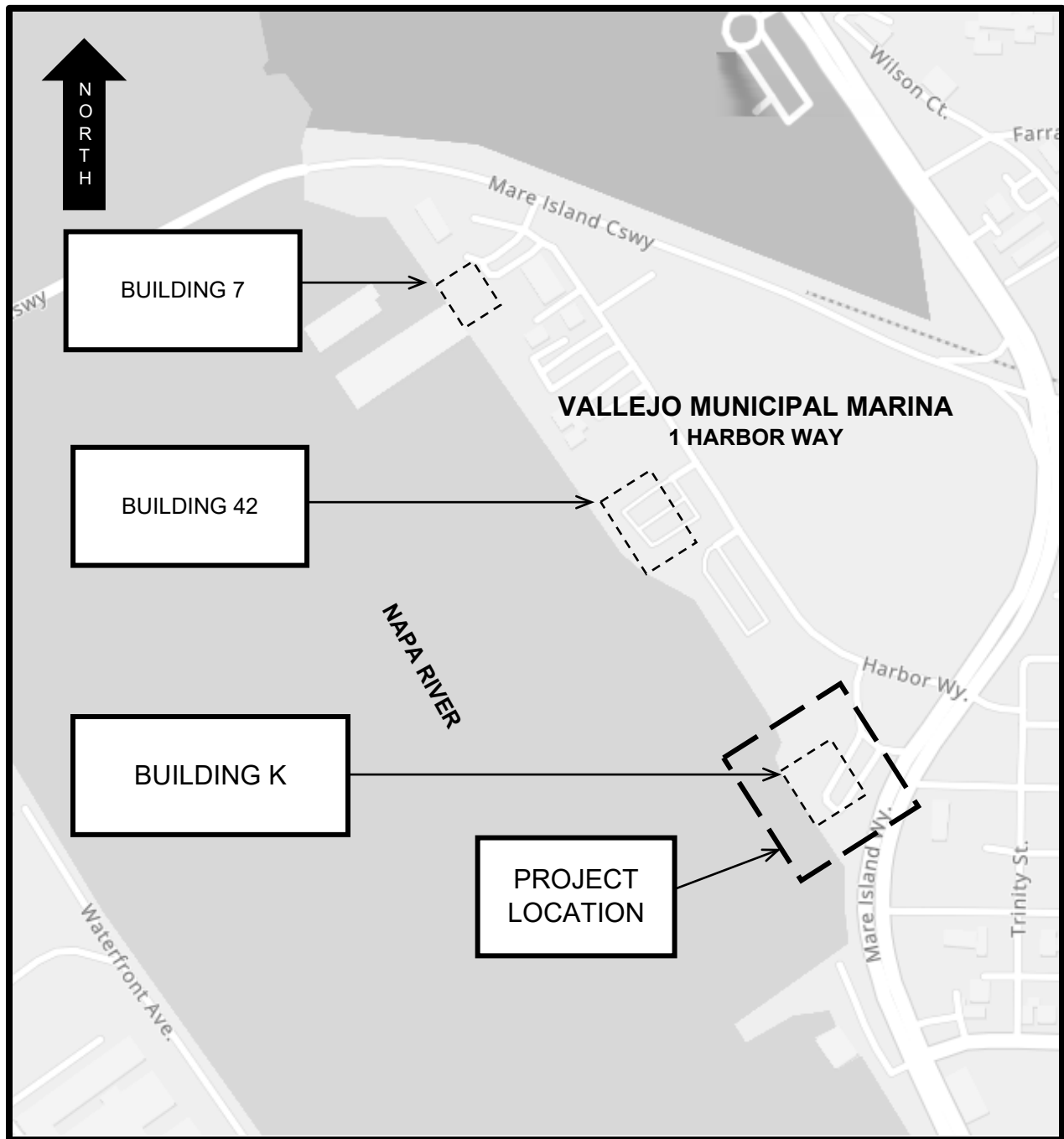
ATTACHMENTS

1.	ATTACH A - LOCATION MAP - F3 MARINA PROJECT
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CONTACT

Melissa Tigbao, P.E., Public Works Director, (707) 648-4433

Melissa.Tigbao@cityofvallejo.net



LOCATION MAP

F3 MARINA TENANT IMPROVEMENT / BARRIER PROJECT
PROJECT NO. PWC111



DATE: January 9, 2024
TO: Mayor and Members of the City Council
FROM: Beth Schoenberger
SUBJECT: **ADOPT A RESOLUTION APPROVING AN EQUIPMENT PURCHASE AGREEMENT WITH DXP ENTERPRISES, INC. TO PROVIDE VARIOUS SPECIALIZED WATER TREATMENT EQUIPMENT IN AN AMOUNT NOT-TO-EXCEED \$300,000 THROUGH JUNE 30, 2025 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME**

RECOMMENDATION

Adopt a resolution authorizing the City Manager to execute an Equipment Purchase Agreement with DXP Enterprises, Inc. to provide various specialized water treatment equipment in an amount not to exceed \$300,000 through June 30, 2025.

REASONS FOR RECOMMENDATION

The Water Department Facilities Division is replacing existing lineshaft turbine pumps due to pumps aging far beyond useful life. Replacing the pumps with direct-to-fit pumps from DXP Enterprises, Inc. is in the best interest of the City by providing this highly specialized equipment specified to the design of the water system. DXP Enterprises, Inc. also provides numerous Water Department Facilities Division equipment and supplies that are readily available for quick turnaround procurement necessary to minimize operational downtime.

BACKGROUND AND DISCUSSION

DXP Enterprises, Inc. offers a variety of products, equipment, and Maintenance, Repair, and Operations (MRO) supplies that are like in kind to critical equipment within the City of Vallejo's Fleming Hill, Travis Air Force Base, and Green Valley Water Treatment plants and pump stations. DXP Enterprises, Inc. has also provided efficient and quick responses to requested quotes and equipment information. DXP's large inventory availability to the City of Vallejo is a great asset to the Water Department, in fact essential to the Department's ability to minimize operational downtime for repair which supports efficient and reliable delivery of drinking water. The following is a brief list of available equipment that DXP offers. The equipment items listed are made by manufacturers that the Water Department already uses throughout the water system facilities, which have been designed and engineered to the Water Department's unique water treatment operation:

- John Crane Seals
- Grundfos Pumps
- Goulds' Pumps
- Peerless Pumps
- Finish Thompson Pumps
- ARO Air Operated Pumps
- Xylem Pumps
- Tuthill Blowers
- Griftco Back Pressure Valves
- LMI Chemical Feed Systems
- Siemens Electric Motors
- Baldor-Reliance Motors

**Subject: ADOPT A RESOLUTION APPROVING AN EQUIPMENT PURCHASE AGREEMENT
WITH DXP ENTERPRISES, INC. TO PROVIDE VARIOUS SPECIALIZED WATER
TREATMENT EQUIPMENT IN AN AMOUNT NOT-TO-EXCEED \$300,000 THROUGH
JUNE 30, 2025 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME**

Page 2

-
- GE Electric Motors
 - WEG Electric Motors
 - Snyder Tanks

FISCAL IMPACT

This Agreement is for a not-to-exceed amount of \$300,000 through June 30, 2024. The equipment from DXP Enterprises, Inc. is charged to the Water Enterprise Fund. There would be no fiscal impact on the General Fund associated with this project.

ENVIRONMENTAL REVIEW

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

ATTACHMENTS

1.	DXP - Resolution for Equipment Purchase Agreement -- CAO Stamp (2)
2.	DXP - Equipment Purchase Agreement -- CAO Stamp
3.	DXP - COI Exp 01012024
4.	DXP - COI Exp 01012024 -- Professional Liability

CONTACT

Beth Schoenberger, Water Director, 707-648-5439
beth.schoenberger@cityofvallejo.net

Approved as to form:

By:  for _____
Veronica Nebb, City Attorney

RESOLUTION NO. 23-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALLEJO APPROVING AN EQUIPMENT PURCHASE AGREEMENT WITH DXP ENTERPRISES, INC. TO PROVIDE THE CITY WITH VARIOUS SPECIALIZED WATER TREATMENT EQUIPMENT AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME

WHEREAS, the City of Vallejo Water Department oversees multiple water treatment facilities to treat drinking water which require water to be filtered using various types and models of pumps; and

WHEREAS, the Fleming Hill Water Treatment Plant's existing water pumps and surface wash pumps are aging and the existing vendor provides system-specific replacement parts and has a local supplier location to provide equipment in an expeditious timeframe which is essential to the prompt replacement of equipment to minimize operational downtime; and

WHEREAS, DXP Enterprises, Inc. is the only authorized company that supplies these specific pumps to municipalities within the Vallejo region, specifically the Short Set Lineshaft Turbine Pumps equipment and it is in the best interest of the City to purchase these specific pumps; and

WHEREAS, Vallejo Municipal Code section 3.20.090 paragraph 12 allows the City to forego competitive bidding in situations where the City Council finds it to be in the best interest of the City; and

WHEREAS, an equipment purchase agreement between the City of Vallejo Water Department and DXP Enterprises, Inc. is needed to enable the Water Department to continue to perform water treatment services at Vallejo's Fleming Hill Water Treatment Plant.

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

1. Finds that making this equipment purchase without competitive bidding is in the best interests of the City pursuant to Vallejo Municipal Code section 3.20.090 (12);
2. Approves the Equipment Purchase Agreement with DXP Enterprises for various specialized water treatment equipment for a not-to-exceed amount of \$300,000.00 and a contract end date of June 30, 2025, with four one-year extension options not to exceed a total contract term of five years;
3. Authorizes the City Manager of the Vallejo City Council to execute the Equipment Purchase Agreement with DXP Enterprises, Inc.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF VALLEJO at a regular meeting held on January 9, 2024, with the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ROBERT H. MCCONNELL, MAYOR

ATTEST:

DAWN G. ABRAHAMSON, CITY CLERK

Approved as to form:

By:  for
Veronica Nebb, City Attorney

EQUIPMENT PURCHASE AGREEMENT

This Equipment Purchase Agreement ("Agreement") is made at Vallejo, California, dated for reference this 10th day of January 2024, by and between the City of Vallejo, a municipal corporation ("City"), and DXP Enterprises, Inc., a Texas corporation, hereinafter referred to as "Vendor," who agree as follows:

1. **Products.** Subject to the terms and conditions set forth in this Agreement, Vendor shall provide the City products as specified in Exhibit A, entitled "Equipment."
2. **Payment.** City shall pay Vendor for materials rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit B, entitled "Price." The payments specified in Exhibit B shall be the only payments to be made to Vendor for materials rendered pursuant to this Agreement.
3. **Facilities and Equipment.** Vendor shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing products pursuant to this Agreement.
4. **Indemnification.** Vendor shall indemnify, hold harmless, and defend City, its officers, officials, directors, employees, agents, volunteers and affiliates and each of them from any and all claims, demands, causes of action, damages, costs, expenses, actual attorney's fees, Vendor's fees, expert fees, losses or liability, in law or in equity, of every kind and nature whatsoever arising out of or in connection with Vendor's operations, or any subcontractor's operations, to be performed under this agreement for Vendor's tort negligence including active or passive, or strict negligence, including but not limited to personal injury including, but not limited to bodily injury, emotional injury, sickness or disease, or death to persons and/or damage to property of anyone, including loss of use thereof, caused or alleged to be caused by any act or omission of Vendor, or any subcontractor, or anyone directly or indirectly employed by any of them or anyone for the full period of time allowed by the law, regardless to any limitation by insurance, with the exception of the sole negligence or willful misconduct of the City.

The provisions of this section shall survive the expiration or termination of this Agreement.

5. Insurance Requirements. Vendor agrees to comply with all of the Insurance Requirements set forth in Exhibit C, entitled "Insurance Requirements." Failure to maintain required insurance at all times shall constitute a default and material breach.

6. Accident Reports. Vendor shall immediately report (as soon as feasible, but not more than 24 hours) to the City Risk Manager any accident or other occurrence causing injury to persons or property during the performance of this Agreement. The report shall be made in writing and shall include, at a minimum: (a) the names, addresses, and telephone numbers of the persons involved, (b) the names, addresses, and telephone numbers of any known witnesses, (c) the date, time, and description of the accident or other occurrence.

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

8. Licences, Permits, Etc. Vendor represents and warrants to City that all Vendor materials shall be provided by a person or persons duly licensed by the State of California to provide the type of materials to be performed under this Agreement.

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

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

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

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

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

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

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

13. Term. The term of this Agreement shall commence upon issuance of purchase order and shall continue in full force and effect until June 30, 2025.

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

14. Termination or Abandonment by City. The City has the right, at any time and in its sole discretion, to immediately terminate this Agreement by giving notice to Vendor. Upon receipt of a notice of termination, Vendor shall provide not materials except as specified in the notice. Before the date of termination, Vendor shall deliver to City all City records and documents, all work product, whether completed or not, as of the date of termination and not otherwise previously delivered.

The City shall pay Vendor for materials performed in accordance with this Agreement before the date of termination. If this contract provides for payment of a lump sum for all materials or by task and termination occurs before completion of the work or any defined task which according to the performance schedule was commenced before the notice of termination, the fee for materials performed shall be based on an amount mutually agreed to by City and Vendor for the portion of work completed in conformance with this Agreement before the date of termination. In addition, the City will reimburse Vendor for authorized expenses incurred and not previously reimbursed. The City shall not be liable for any fees or costs associated for the termination or abandonment except for the fees, and reimbursement of authorized expenses, payable pursuant to this section.

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

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

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

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

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

If to City: Beth Schoenberger
Water Director
City of Vallejo – Water Department
202 Fleming Hill Road
Vallejo, CA 94589

If to Vendor: Gary Messersmith, Legal Department
DXP Enterprises, Inc.
5301 Hollister Drive
Houston, Texas 77044

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

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

24. Integration Clause. This Agreement, including all Exhibits, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. This Agreement shall not be amended or modified except by a written agreement executed by each of the parties hereto.

25. Severability Clause. Should any provision of this Agreement ever be deemed to be legally void or unenforceable, all remaining provisions shall survive and be enforceable.

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

27. Waiver. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent or any other right hereunder.

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

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

30. Headings. The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

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

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

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

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

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

36. Authority. The person signing this Agreement for Vendor hereby represents and warrants that he/she is fully authorized to sign this Agreement on behalf of Vendor.

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

Exhibit A, entitled "Equipment," including any attachments

Exhibit B, entitled "Compensation," including any attachments

Exhibit C, entitled "Insurance Requirements," including attachments

[SIGNATURES ON FOLLOWING PAGE]

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

DXP Enterprises, Inc.,
a Texas corporation

CITY OF VALLEJO,
a municipal corporation

By: _____
Marc Sanchez
Vice President

By: _____
Mike Malone
City Manager

DATE: _____

DATE: _____

Vallejo Business License No.

(City Seal)

ATTEST:

By: _____
Dawn G Abrahamson
City Clerk

APPROVED AS TO CONTENT:

Beth Schoenberger
Water Department

APPROVED AS TO FORM:

Veronica A.F. Nebb
City Attorney

APPROVED AS TO INSURANCE:

Armond Sarkis
Risk Manager

EXHIBIT A
EQUIPMENT

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

John Palesi
Water Facilities Superintendent
Water Department
202 Fleming Hill Road
Vallejo, CA 94589
(707) 648-4519
john.palesi@cityofvallejo.net

The Vendor's Representative for this Agreement is:

Randall Olson
Senior Sales Engineer
DXP Turbo
1130 Potrero Avenue
Richmond, CA 94804
(510) 323-3132
randy.olson@dxpe.com

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

2. Equipment to be Provided. The equipment provided shall be:

XYLEM 607057 - WET PIT/Open Sump Lineshaft Turbine: OPE VIT-CATM
12WALC, 3 Stages
Motor 40 HP, 1800 RPM, TEFC

QTY: 1 ea.

XYLEM 350862-355084-1 - Short Set Lineshaft Turbine Pump, Open Lineshaft,
VIT-CATM 11CLC, 3 Stages with US, 40 Hp., 3 Ph/60Hz/460 V, VSS, 1800
RPM, TEFC Motor

QTY: 1 ea.

EXHIBIT B

Compensation

1. **Vendor's Compensation.** City agrees to pay Vendor, at the rate(s) specified below, for those products set forth in Exhibit A of this Agreement, for a total not to exceed amount of Three Hundred Thousand Dollars (\$300,000.00).

Description		Qty	Price Each
XYLEM 607057 - WET PIT/Open Sump Lineshaft Turbine: OPE VIT-CATM 12WALC, 3 Stages Motor 40 HP, 1800 RPM, TEFC		1	\$47,587.00
XYLEM 350862-355084-1 - Short Set Lineshaft Turbine Pump, Open Lineshaft, VIT-CATM 11CLC, 3 Stages with US, 40 Hp., 3 Ph/60Hz/460 V, VSS, 1800 RPM, TEFC Motor		1	\$48,801.00
	Equipment Total		\$96,388.00
	Tax (9.15%)		\$8,915.89
	Freight/ Crating		Included
Contingency and Additional Future Equipment			\$194,696.11
	TOTAL		\$300,000.00

2. **Invoicing.** Invoices must be submitted in triplicate, itemized as to quantity, part number, and description. In addition, invoices must show the name of the department, division, or section to which the material was delivered, and the City of Vallejo Purchase Order Number.

All delivery tickets must have a description of the commodity delivered. Mail invoices to the accounts payable section of the department and to the address, as noted on individual purchase orders. Delivery tickets and packing slips will contain the same information as the invoice. All pack slips and delivery tickets must include the receiving employee signature and printed name.

All prices shall be F.O.B. destination, 202 Fleming Hill Road, Vallejo, CA 94589.

3. Payment. Payment is due thirty (30) days after the City has approved the invoice or after the City has accepted the goods, whichever occurs later.

Request for payment shall be sent to:

City of Vallejo
Accounting Clerk
Water Department
202 Fleming Hill Road
Vallejo, CA 94589
purchasingsupport_waterdept@cityofvallejo.net

4. Accounting Records of Vendor. Vendor shall maintain for three (3) years after completion of all materials hereunder, all records under this Agreement, including, but not limited to, records of Vendor's direct salary costs for all Materials and Additional Materials performed under this Agreement and records of Vendor's Reimbursable Expenses, in accordance with generally accepted accounting practices. Vendor shall keep such records available for audit, inspection and copying by representatives of the City's Finance Department or other government agencies during regular business hours upon twenty four (24) hours' notice.

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

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

6. Taxpayer Identification Number. Vendor shall provide City with Vendor's complete Request for Taxpayer Identification Number and Certification, Form W-9, as issued by the Internal Revenue Service, and any other State or local tax identification number requested by City.

EXHIBIT C

INSURANCE REQUIREMENTS

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

1. Minimum Limits of Insurance. Vendor shall maintain limits no less than:

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

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

3. Other Insurance Provisions.

A. The insurance is to be issued by companies licensed to do business in the State of California.

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

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

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

E. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

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

5. Verification of Coverage. Vendor shall furnish the City with certificates of insurance and original endorsements effecting general and automobile liability insurance coverage required by this clause. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the City before work commences.

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

7. Payment Withhold. City will withhold payments to Vendor if the certificates of insurance and endorsements required in Paragraph F, above, are canceled or Vendor otherwise ceases to be insured as required herein.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/31/2023

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

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh & McLennan Agency LLC 2500 City West Boulevard, Suite 2400 Houston TX 77042	CONTACT NAME: Patsy Howard PHONE (A/C, No, Ext): 713-780-6620 FAX (A/C, No): 212-948-6320 E-MAIL ADDRESS: patsy.howard@marshmma.com
INSURED DXP Enterprises, Inc. (see attached named insured list) 5301 Hollister St Houston TX 77040	INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Property Casualty Co of Amer INSURER B: Navigators Insurance Company INSURER C: Standard Fire Insurance Company INSURER D: INSURER E: INSURER F:
	NAIC # 25674 42307 19070

COVERAGES**CERTIFICATE NUMBER:** 1922929224**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Pollution ☒ Contractual GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC ☐ OTHER:			TJGLSA9366B889TIL23	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			TC2JCAP9366B921TIL23	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 0			HO23EXC894354IV	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	UB0P0460732351K UB0P0058162351R	1/1/2023 1/1/2023	1/1/2024 1/1/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

The General Liability policy contains a blanket additional insured endorsement for both ongoing and completed operations, on a primary and non-contributory basis, that provides additional insured status only when there is a written contract that requires such status. The Auto Liability policy includes a blanket additional insured endorsement, on a primary and non-contributory basis, that provides additional insured status only when there is a written contract that requires such status. The General Liability, Auto Liability and Workers' Compensation/Employers Liability policies include a blanket automatic waiver of subrogation endorsement that provides this feature only when there is a written contract that requires it. Excess Liability is follow form of underlying. Workers Compensation includes USL&H, OCSLA, Maritime and an Alternate Employer Endorsement as required by written contract. Workers Compensation policy includes Employers Liability Coverage endorsement for monopolistic states. Policies noted herein contain a blanket 30 day notice of cancellation where required by written contract.
See Attached...

CERTIFICATE HOLDER**CANCELLATION**

City of Vallejo
Attn: Risk Manager
555 Santa Clara St.
Vallejo CA 94590

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

 Brett Herrington

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ADDITIONAL REMARKS SCHEDULE

AGENCY Marsh & McLennan Agency LLC		NAMED INSURED DXP Enterprises, Inc. (see attached named insured list) 5301 Hollister St Houston TX 77040
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Named Insured to read:
 Alaska Pump & Supply, Inc.
 Aledco, Inc.
 APO Pumps & Compressors, Inc.
 Application Specialties, Inc.
 B27, LLC
 B27 Holdings, Corp.
 B27 Engineered Pumps & Systems
 B27 Resources, Inc.
 Bayou Pumps, Inc.
 Best Equipment Service & Sales Company, LLC dba Best PumpWorks
 Best Holding, LLC
 Burlingame Engineers, Inc.
 Carter & Verplanck Inc.
 Cisco Air Systems, Inc. dba Optimum Air Compressor Solutions
 Corporate Equipment Company, LLC
 Cortech Engineering LLC
 CRS Technologies, Inc.
 Drydon Equipment Inc.
 DXP Acquisition, Inc.
 DXP Enterprises, Inc.
 DXP Enterprises, Inc. dba C.W.Rod Tool
 DXP Enterprises, Inc. dba D&F Distributors
 DXP Enterprises, Inc. dba Delta Process Equipment
 DXP Enterprises, Inc. dba DXP Electrical Group
 DXP Enterprises, Inc. dba Falcon Pump & Supply
 DXP Enterprises, Inc. dba Gulf Coast Torch & Regulator
 DXP Enterprises, Inc. dba Indian Fire and Safety
 DXP Enterprises, Inc. dba Jerzy Industries
 DXP Enterprises, Inc. dba Kenneth Crosby
 DXP Enterprises, Inc. dba Kenneth Crosby New York
 DXP Enterprises, Inc. dba Kenneth Crosby Southern Tier
 DXP Enterprises, Inc. dba Kenneth Crosby Western New York
 DXP Enterprises, Inc. dba Lone Wolf Rental
 DXP Enterprises, Inc. dba Machine Tech Services
 DXP Enterprises, Inc. dba Mid-Continent Safety
 DXP Enterprises, Inc. dba M.W. Smith Equipment
 DXP Enterprises, Ind. dba Practical Sales & Service
 DXP Enterprises, Inc. dba Pump & Power Equipment
 DXP Enterprises, Inc. dba Quadna
 DXP Enterprises, Inc. dba Rocky Mountain Supply
 DXP Enterprises, Inc. dba Safety Alliance
 DXP Enterprises, Inc. dba Safety International
 DXP Enterprises, Inc. dba SafetyMaster
 DXP Enterprises, Inc. dba Sepco Industries
 DXP Enterprises, Inc. dba SmartSource
 DXP Enterprises, Inc. dba Southern Engine Pump
 DXP Enterprises, Inc. dba Strategic Supply
 DXP Enterprises, Inc. dba T.L. Walker Bearing
 DXP Enterprises, Inc. dba Tool Tech Industrial Machinery and Supply
 DXP Enterprises, Inc. dba Tucker Tool Company
 DXP Enterprises, Inc. dba York Pump & Equipment
 DXP Investments, LLC
 DXP Services, LLC
 Force Engineered Products, Inc.
 HSE Integrated Inc.
 HSE Integrated, LLC
 Integrated Flow Solutions, LLC
 Machinery Tooling and Supply, LLC
 MB Equipment Inc. dba JL Wingert Co
 North Shore Pump and Equipment Company
 Optimum Air Compressor Solutions
 Pelican State Supply Company, Inc.
 PFI, LLC dba Vertex Distribution
 PMI Investments, LLC
 PMI Operating Co, LTD, dba Machine Tech Services
 PMI Operating Co, LTD, dba Power Machinery

**ADDITIONAL REMARKS SCHEDULE**Page 2 of 2

AGENCY Marsh & McLennan Agency LLC		NAMED INSURED DXP Enterprises, Inc. (see attached named insured list) 5301 Hollister St Houston TX 77040
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

PMI Operating Co, LTD, dba Production Pump
Pumping Solutions, Inc.
Pumping Systems, Inc.
Precision Industries, Inc.
Premier Water LLC
Process Machinery Inc.
Pump-PMI, LLC
Pumpworks 610, LLC dba Best Pump Works
RA Mueller, Inc.
Sport RE, LLC
Sullivan Environmental Technologies, Inc.
Tool Supply, Inc.
Total Equipment Company
Turbo Machinery Repair, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – AUTOMATIC STATUS IF REQUIRED BY WRITTEN CONTRACT (CONTRACTORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that:

- a. You agree in a written contract or agreement to include as an additional insured on this Coverage Part; and
- b. Has not been added as an additional insured for the same project by attachment of an endorsement under this Coverage Part which includes such person or organization in the endorsement's schedule;

is an insured, but:

- a. Only with respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and
- b. Only as described in Paragraph (1), (2) or (3) below, whichever applies:
 - (1) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:
 - (a) The Additional Insured – Owners, Lessees or Contractors – (Form B) endorsement CG 20 10 11 85; or
 - (b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 10 01, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 10 01;

the person or organization is an additional insured only if the injury or damage arises out of "your work" to which the written contract or agreement applies;

- (2) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:

- (a) The Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization endorsement CG 20 10 07 04 or CG 20 10 04 13, the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 07 04 or CG 20 37 04 13, or both of such endorsements with either of those edition dates; or

- (b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37, without an edition date of such endorsement specified;

the person or organization is an additional insured only if the injury or damage is caused, in whole or in part, by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; or

- (3) If neither Paragraph (1) nor (2) above applies:

- (a) The person or organization is an additional insured only if, and to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; and
- (b) Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

- a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether

COMMERCIAL GENERAL LIABILITY

this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III – Limits Of Insurance.

b. The insurance provided to such additional insured does not apply to:

(1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and

(b) Supervisory, inspection, architectural or engineering activities.

(2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

c. The additional insured must comply with the following duties:

(1) Give us written notice as soon as practicable of an "occurrence" or an offense which may

result in a claim. To the extent possible, such notice should include:

(a) How, when and where the "occurrence" or offense took place;

(b) The names and addresses of any injured persons and witnesses; and

(c) The nature and location of any injury or damage arising out of the "occurrence" or offense.

(2) If a claim is made or "suit" is brought against the additional insured:

(a) Immediately record the specifics of the claim or "suit" and the date received; and

(b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.

(3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

(4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph 4., Other Insurance, of Section IV – Commercial General Liability Conditions.

COMMERCIAL GENERAL LIABILITY

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V - DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

- 1.** The following is added to Paragraph **A.1.c., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

- 2.** The following is added to Paragraph **B.5., Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Regardless of the provisions of paragraph a. and paragraph **d.** of this part **5. Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):

Any person or organization that you have agreed in a written contract or agreement to waive your right of recovery against, but only for payments we make because of:

1. "Bodily injury" or "property damage" that occurs; or
2. "Personal and advertising injury" caused by an offense committed;
subsequent to the signing of that contract or agreement.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage

Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

The following replaces Paragraph **A.5., Transfer of Rights Of Recovery Against Others To Us**, of the **CONDITIONS** Section:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent

required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 00 03 13 (00) -**

POLICY NUMBER: UB-0P046073-23-51-K

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

**ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED
BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS
WAIVER.**

DATE OF ISSUE: 01-06-23

ST ASSIGN:



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 00 03 13 (00) -**

POLICY NUMBER: UB-0P005816-23-51-R

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

**ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED
BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS
WAIVER.**

DATE OF ISSUE: 01-06-23

ST ASSIGN:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/27/2023

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh & McLennan Agency LLC 2500 City West Boulevard, Suite 2400 Houston TX 77042	CONTACT NAME: Patsy Howard PHONE (A/C, No, Ext): 713-780-6620 E-MAIL ADDRESS: patsy.howard@marshmma.com FAX (A/C, No): 212-948-6320
INSURED DXP Enterprises, Inc. (see remarks) 5301 Hollister St Houston TX 77040	INSURER(S) AFFORDING COVERAGE INSURER A : Starr Surplus Lines Insurance Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F : NAIC # 13604

COVERAGES**CERTIFICATE NUMBER:** 1176800541**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG \$ \$ \$ \$ \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) \$ \$ \$ \$
	UMBRELLA LIAB ☐ EXCESS LIAB ☐ DED ☐ RETENTION \$						EACH OCCURRENCE AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below ☐ Y / ☐ N		N / A				PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT \$ \$ \$
A	Professional Liability Claims-Made			SLSLPRO26235723	1/1/2023	1/1/2024	Each Claim Aggregate Deductible 5,000,000 5,000,000 50,000

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

Named insured is completed to read: DXP Enterprises, Inc., DXP Services, LLC, Indian Fire & Safety, Safety Alliance, Safety International, CRS Technologies, Inc., HSE Integrated, LLC, Mid-Continent Safety, B27, LLC and Integrated Flow Solutions, LLC.

CERTIFICATE HOLDER**CANCELLATION**

City of Vallejo
Attn: Risk Manager
555 Santa Clara St.
Vallejo CA 94590

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

 Brett Herrington

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DATE: January 9, 2024
TO: Mayor and Members of the City Council
FROM: Melissa L. Tigbao, Public Works Director
Mark Helmbrecht, Transportation Program Superintendent
**SUBJECT: ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A
MAINTENANCE AND FUNDING AGREEMENT WITH THE NAPA VALLEY VINE TRAIL
COALITION**

RECOMMENDATION

Adopt a Resolution authorizing the City Manager to execute the Maintenance and Funding Agreement with the Napa Valley Vine Trail Coalition.

REASONS FOR RECOMMENDATION

Approving the Resolution will allow the City Manager to execute the maintenance and funding agreement with Napa Valley Vine Trail Coalition that will establish the obligation for NVVTC to contribute 50% of maintenance funding provided the City provides the remaining 50% of such funding and maintains standards set forth in the Agreement.

BACKGROUND AND DISCUSSION

The Vallejo Public Works Department has been partnering with the Solano Transportation Authority (STA), Napa Valley Vine Trail Coalition (NVVTC), Association of Bay Area Governments (ABAG) / Bay Trail, Caltrans, and others to deliver the City's Bay Trail / Vine Trail Gap Closure Project (PW9802). The project will construct approximately five miles of bike and pedestrian improvements in the north end of Vallejo. Staff have come to Council multiple times to present information about the project when seeking approval for pursuing and receiving grant funds, establishing the project in the City's CIP, and for executing cooperative agreements with STA.

When new facilities/improvements are constructed, it is appropriate and prudent to consider how said facilities/improvements are to be maintained over time. Proper maintenance is necessary to ensure longevity of the asset and safe operation of the facility. In the present case, Public Works Staff have negotiated the attached maintenance agreement with the NVVTC. The NVVTC's charter calls for the Bay Trail / Vine Trail (Vine Trail) to be a world-class facility. It has proffered standards that the Coalition would like to see for trail maintenance, and is providing funding to local governments to assist with the cost of keeping the Vine Trail well maintained. The attached agreement requires NVVTC to reimburse up to 50% of the City's annual cost of the trail maintenance in accordance with the maintenance standards articulated in Exhibit B of the Agreement, which is estimated to be \$14,000 per mile per year, or up to \$7,000 per year. The parties' obligations under the agreement commence when the Vine Trail project is complete and will last for 20 years, except that both parties are excused in any given fiscal year when the City Council determines not to or is unable to allocate sufficient funding.

FISCAL IMPACT

The Agreement will provide partial funding toward maintenance of the Vine Trail.

**Subject: ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A
MAINTENANCE AND FUNDING AGREEMENT WITH THE NAPA VALLEY VINE
TRAIL COALITION**

Page 2

ENVIRONMENTAL REVIEW

Environmental analysis under the California Environmental Act (CEQA) is being conducted as part of the greater Bay Trail/Vine Trail Gap Closure Project. Once the Project is complete and the Vine Trail has been constructed, the maintenance activities funded by this agreement would be exempt from further environmental review pursuant to CEQA Guidelines section 15301(c), maintenance of existing pedestrian and bicycle trails.

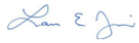
ATTACHMENTS

1.	Reso Vine Trail Maintenance_CAO Stamp
2.	Vine Trail Funding Agreement_CAO Stamp

CONTACT

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

Approved as to form:

By:  for
Veronica A.F. Nebb
City Attorney

RESOLUTION NO. 24- _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALLEJO AUTHORIZING THE CITY MANAGER TO EXECUTE A MAINTENANCE AND FUNDING AGREEMENT WITH THE NAPA VALLEY VINE TRAIL COALITION

WHEREAS, the Bay Trail/Vine Trail Project will close existing gaps in the San Francisco Bay Trail and the Napa Valley Vine Trail within the bounds of the City by creating a continuous bicycle facility from the Vallejo Ferry Terminal to the Napa County line, using a combination of Class I, II, and IV facilities; and.

WHEREAS, on October 23, 2018, the City Council adopted Resolution No. 18-095 N.C. authorizing an application to be submitted to the Metropolitan Transportation Commission (MTC) through Solano Transportation Authority (STA) for the Allocation of FY 2018-2019 Transportation Development Act Article 3 (TDA3) funds for PW9802: Bay Trail / Vine Trail Gap Closure Project (Bay Trail / Vine Trail Project) in the amount of \$200,000; and

WHEREAS, the STA Board adopted Resolution No. 2018-08 which put the City's Bay Trail / Vine Trail Project on its prioritized list of projects to seek funding from the MTC and other potential funding sources; and

WHEREAS, on January 16, 2019, the City received notification from the MTC stating the City received the full allocation of TDA3 funding for the Bay Trail / Vine Trail Project; and

WHEREAS, STA, working with City staff, has identified and secured many additional grants including Urban Greening funding, Bay Trail Prop 68 funding, BAAQMD TFCA funding, Vine Trail Coalition funding, the Clean California Program funding, and California Transportation Commission Active Transportation Program (ATP) funding as well as additional funding sources for engineering and construction of the Bay Trail/Vine Trail Project; and

WHEREAS, the City Council has taken multiple actions to approve receipt of the various grant funds, authorization of executing the various funding agreements, and allocated City of Vallejo funding sources through the City budget process to indicate support and approval of staff pursuing and proceeding to complete the Bay Trail/Vine Trail Project; and

WHEREAS, the Napa Valley Vine Trail Coalition supports specific maintenance for the Vine Trail by providing financial assistance to local jurisdictions to help cover maintenance costs for all segments of the Vine Trail.

NOW, THEREFORE, BE IT RESOLVED that the City Manager is hereby authorized and directed to execute a maintenance and funding agreement with the Napa Valley Vine Trail Coalition, with any modifications recommended by the City Attorney, to help offset costs of the City's maintenance for those segments of the Vine Trail within the City of Vallejo.

Adopted by the Council of the City of Vallejo at a special meeting held on January XX, 2024 with the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ROBERT H. MCCONNELL, MAYOR

ATTEST:

DAWN G. ABRAHAMSON, CITY CLERK

Approved as to form:

By:  for
Veronica A.F. Nebb
City Attorney

VINE TRAIL MAINTENANCE AND FUNDING AGREEMENT

This Vine Trail Maintenance and Funding Agreement (“*Agreement*”) is entered into as of January 15, 2024 (the “*Effective Date*”) by and between the City of Vallejo, a municipal corporation “*CITY*”) and the Napa Valley Vine Trail Coalition, a California non-profit corporation (“*NVVT*”) and collectively, the “*Parties*”).

A. The Napa Valley Vine Trail (“*Vine Trail*”) is a shared-use path that, upon completion, will comprise approximately 47 miles of contiguous walking and biking trail in the Napa Valley, running from the City of Vallejo to the City of Calistoga.

B. A 4.81-mile portion of the Vine Trail is being designed and constructed on City of Vallejo and Caltrans property, including portions of existing shared-use paths (the “*Vallejo Section*” or “*Project*”), which will be constructed over time from and after the Effective Date. The approximate location of the Vallejo Section is as follows:

1. Approximately 1 mile of existing paved trail along the Embarcadero between the Vallejo Ferry Terminal and the Mare Island Causeway as depicted in “Trail Map 1,” which is attached hereto as Exhibit A-1 and incorporated herein by reference;

2. Approximately 0.73 miles of existing paved trail running along Wilson Avenue from the entrance drive to the River Park open space parking lot (opposite Hichborn Street) to the end of the existing shared-use path as depicted in “Trail Map 2,” which is attached hereto as Exhibit A-2 and incorporated herein by reference; and

3. Approximately 3.08 miles of paved trail running from the end of the existing shared-use path on Wilson Avenue to the City Limits on Broadway, north of Mini Drive, include the existing shared-use path along White Slough and a portion of Enterprise Drive, as depicted in “Trail Map 3,” which is attached hereto as Exhibit A-3 and incorporated herein by reference.

C. The Parties recognize the economic, recreational and transportation value of the Vine Trail. The Parties also recognize the importance of the quality of the maintenance of the Vine Trail for public safety, enjoyment and to reflect the “world class quality” of Napa Valley.

D. The Parties further recognize the efforts of the Solano Transportation Authority for its role in securing grant funding to support construction of the Vine Trail in Solano County, including grant funds procured through California Natural Resources Agency’s Urban Greening Grant Program, which program requires the operation and maintenance of this Project for a period of twenty years following completion of construction.

E. The CITY or its contractor possesses the necessary maintenance equipment, tools, and other supplies and qualified employees or agents needed to perform routine cleaning and maintenance of the Vallejo Section of the Vine Trail.

F. In exchange for the CITY performing the Maintenance Activities contemplated herein along the Vallejo Section, NVVTC will pay to CITY a sum certain annually on the terms and conditions set forth below.

AGREEMENT

NOW, THEREFORE, the CITY and NVVTC agree as follows:

1. Recitals. The foregoing recitals are incorporated into this Agreement as though set forth in full herein.

2. Term. The initial term of this Agreement commences upon the completion of the construction and sanctioned opening for public use of any portion of the Vallejo Section (the "*Commencement Date*") and, unless terminated earlier in accordance with Section 9, will expire at the end of the CITY's fiscal year following the 20th anniversary of the Commencement Date. The term will automatically renew for successive one-year terms coinciding with each fiscal year thereafter (each such term, a "*Renewal Term*" and together with the initial term, the "*Term*") on the terms and conditions set forth herein and then in effect unless either party gives the other written notice of non-renewal no less than 90 days prior to the end of the then-current Renewal Term. For purposes of this Agreement, "*fiscal year*" refers to the time period commencing each July 1 and ending June 30 of the succeeding year.

3. Scope of Maintenance Activities. During the Term, the CITY will be responsible for maintenance along the Vallejo Section, incorporating within the scope of such activities the newly constructed portions as and when they are opened to the public. CITY shall not be responsible for maintaining those portions of the Vallejo Section owned by Caltrans unless and until a maintenance agreement between CITY and Caltrans, in a form acceptable to the City in its discretion, has been agreed upon and executed. The scope of maintenance that the CITY will perform or cause to be performed consists of those maintenance services described in Exhibit B (the "*Maintenance Activities*") and is contingent on the appropriation of funds sufficient for such purpose by the City Council of the City of Vallejo. If in any fiscal year such funds are not appropriated or insufficient funds are appropriated, the City shall be relieved of any and all maintenance obligations required hereunder.

4. Maintenance Contribution. NVVTC has agreed to contribute funds on an annual basis to cover 50% of the City's actual costs of maintaining the Vallejo Section of the Vine Trail, which costs are estimated, as of the Effective Date, to be \$14,000 per mile. Subject to additional contribution from sponsorships pursuant to the Adopt-a-Trail program described in Section 5 below, NVVTC will contribute the Annual Funding Amount, defined in Section 4.1 below, in the manner and as adjusted pursuant to Sections 4.1, 4.2, 4.3, and 4.4 below.

4.1 Annual Amount. NVVTC will contribute an annual amount “per mile” up to 50% of (not to exceed \$7,000 per mile) CITY’s actual direct costs, exclusive of indirect burden or other charges, incurred in performance of the Maintenance Activities (the “*Annual Funding Amount*”). This Annual Funding Amount will be adjusted annually pursuant to Section 4.3. In the event that the City does not appropriate funds for the City’s share of maintenance in any fiscal year, NVVTC shall not be obligated to contribute its proportionate share of the Annual Amount for that year.

4.2 Payment. The Annual Funding Amount will be paid in equal quarterly installments, in arrears. Each quarterly installment will be paid by NVVTC on or before the last day of each CITY fiscal quarter occurring during the Term and will be pro-rated as appropriate for the first and last quarters of the Term.

4.3 Adjustment. The Annual Funding Amount will be adjusted at the end of each fiscal year during the Term based on the percentage increase, if any, in the Bureau of Labor Statistics, Consumer Price Index-U for the San Francisco Bay Area for the preceding calendar year (using the CPI data as of February of the current year). The proposed adjustment for the following fiscal year shall be presented by NVVTC to CITY on or before the 1st of April of each year for its consent, which consent shall not be unreasonably withheld.

4.4 Invoicing. CITY will prepare quarterly invoices to NVVTC including a short description of the Maintenance Activities performed during that quarter and shall deliver the same to NVVTC no later than fifteen (15) days prior to the end of each quarter, for payment in accordance with Section 4.2 above. CITY’s invoice for the final quarter of each CITY fiscal year during the Term shall include a summary of actual costs incurred by CITY in performing the Maintenance Activities for the preceding year.

5 “Adopt-a-Trail”. NVVTC intends to solicit sponsorships for the maintenance of the Vine Trail through an “Adopt-a-Trail” program (the “*Program*”). The Program proceeds will be collected by NVVTC. NVVTC will be entitled to retain 12% of such proceeds to cover its costs of administering the Program and to fund its ongoing efforts to solicit Adopt-a-Trail donors. The balance of such proceeds that are collected and attributable to portions of the Vallejo Section that have been sponsored under the Program will be shared equally between NVVTC and the CITY to offset the maintenance costs of the Vallejo Section of the Vine Trail. Within 15 days from the end of each fiscal year during the Term, NVVTC will pay the CITY its respective share of Program proceeds collected with respect to the Vallejo Section.

6 Activities Other Than Routine Maintenance. Should repairs, replacements, or reconstruction of the Vine Trail along the Vallejo Section or any of the appurtenant structures, signage, etc. be needed during the Term, provided such activity is over and above maintenance that could reasonably be considered “routine”, the Parties agree to meet and confer to resolve such issues and shall address such work and the Parties’

respective responsibilities for the cost of such work. This Agreement does not commit either party to expending additional funds.

7 Equipment. The CITY or its contractor will use its own vehicles, machinery, and equipment (collectively “*Equipment*”), and its own tools, cleaning supplies, and personnel for such work as necessary or desirable to perform the Maintenance Activities in accordance with the terms of this Agreement.

8 Insurance. CITY is self-insured under the State of California Government Code Section 990.4. The City will issue a Certificate of Coverage confirming self-insurance and any excess insurance programs for the following coverages:

(i) Workers’ compensation benefits and coverage in amounts no less than required by law (State Compensation Insurance Fund shall be acceptable) for qualified CITY employees operating the Equipment;

(ii) Comprehensive commercial general liability coverage in the minimum amount of \$1,000,000 per occurrence and \$2,000,000 general aggregate, including but not limited to coverage for bodily injury and property damage; and

(iii) Vehicle/Automobile liability insurance coverage for the Equipment in the minimum amount of \$1,000,000 per occurrence and \$2,000,000 general aggregate, for bodily injury and property damage.

In the event CITY hires a contractor to perform the Maintenance Activities, CITY will require the contractor to procure and maintain the above listed insurance coverages.

9 Termination. This Agreement may be terminated at any time by the parties’ mutual agreement in writing or by either party upon 60 days’ written notice from one party to the other. NVVTC shall be responsible for contributing its share of Maintenance Activities for all work performed by City or its Contractor up to the date of termination. In the event either party materially breaches the terms of this Agreement, the non-breaching party may terminate the Agreement upon 30 days’ written notice setting forth the nature of the alleged breach, unless the breach is cured within that period or reasonable efforts are commenced to cure for breaches that cannot be cured within that 30-day period, in which case the Agreement will continue in full force and effect.

10 No Waiver. No waiver by either party of a breach or violation of this Agreement or any right or remedy contained in or granted by the provisions of this Agreement will be effective unless it is in writing and signed by the party waiving the breach, violation, right, or remedy; nor will the waiver of any breach, violation, right, or remedy be deemed a waiver of any other breach, violation, right, or remedy, failure, right, or remedy, whether similar or not similar, nor will any waiver constitute a continuing waiver unless specified in writing.

11 Notices. All notices required or authorized by this Agreement shall be in writing and delivered in person or by deposit in the United States mail, sent by certified

mail, postage prepaid, return receipt requested, at the address for the receiving party set forth below. Either party may change its address by notifying the other party of the change of address in accordance with this Section 11. Any notice sent by mail in the manner prescribed herein will be deemed to have been received on the date noted on the return receipt or three (3) days following the date of deposit, whichever is earlier.

CITY OF VALLEJO

Public Works Director,
555 Santa Clara Street
Vallejo, CA 94590

NVVTC

Executive Director,
3299 Claremont Way #5
Napa, CA 94558

With a copy to:

City Clerk,
555 Santa Clara Street
Vallejo, CA 94590

12 Indemnification & Hold Harmless. To the fullest extent permitted by law, NVVTC and the CITY will each defend, indemnify, and hold each other and their respective officers, agents, and employees harmless from any claims, suits, proceedings, losses, or liabilities, including reasonable attorneys' fees, (collectively "*Claims and Losses*") for personal injury (including death) or property damage arising out of or connected with the acts or omissions of the indemnifying party or any of its officers, agents, employees, volunteers, or other contractors or subcontractors in the performance of the indemnifying party's obligations under this Agreement, except to the extent such Claims and Losses are caused by the breach of the indemnified party's obligations under this Agreement or the active negligence or willful misconduct of the indemnified party or that of its employees or agents. Each party will notify the other party promptly in writing of any Claims and Losses subject to this Section 12 and the parties will cooperate with each other in the investigation and disposition of any claim arising under this Section 12; provided that nothing in this Agreement will require either party to disclose any documents, records, or communications that are protected under attorney-client privilege, litigation privilege, or the attorney work product doctrine. Parties agree to look first to recover under the insurance prescribed in Section 8 above, the proceeds of which shall be used to reduce an indemnifying party's out-of-pocket expenses with respect to any indemnity claims made hereunder.

13 Attorneys' Fees. In the event that either party commences legal action of any kind or character to enforce the provisions of this Agreement or obtain damages for breach thereof, the prevailing party in such action will be entitled to an award of its costs and reasonable attorneys' fees incurred in connection with such action.

14 No Third-Party Beneficiaries. Nothing in this Agreement will be construed to create any rights in third parties and the parties do not intend to create such rights.

15 Authority to Contract. The CITY and NVVTC warrant that they are legally permitted to and otherwise have the authority to enter into and perform their respective obligations under this Agreement.

16 Relationship of the Parties. The relationship between the CITY and NVVTC is solely that of independent contractors, and neither of the parties shall be construed to be a partner, joint venturer, employee, agent, representative, or participant of the other party for any purpose. None of the parties shall have any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of the other party or to bind the other party in any manner.

17 Amendment/Modification. Except as specifically provided herein, this Agreement may be modified or amended only in a writing signed by both Parties.

18 Interpretation; Governing Law; Venue. This Agreement will be governed by and interpreted under the laws of the State of California, resolving any ambiguities and questions of the validity of specific provisions so as to give maximum effect to the Agreement's purpose. Venue for any legal action filed by either party for the purpose of interpreting or enforcing any provision hereof will be in the Superior Court of California, County of Solano.

19 Severability. If any term, provision, covenant, condition, or restriction of this Agreement is held by a court of competent jurisdiction to be unlawful, invalid, void, unenforceable, or not effective, the remainder of this Agreement will remain in full force and effect and will in no way be affected, impaired, or invalidated.

20 Invalidity. Should any provision in this Agreement be deemed invalid or unenforceable, the remainder of the Agreement will not be affected and each term and condition in this Agreement will be valid and enforceable to the extent permitted by law.

21 Entire Agreement. This Agreement contains the entire agreement among the parties relating to the rights granted and the obligations assumed hereunder. Any oral representations or modifications concerning this Agreement are of no force and effect except as documented in a subsequent modification in writing, signed by the party to be charged.

22 Binding Effect. This Agreement will be binding upon and inure to the benefit of the parties, their respective heirs, executors, successors-in-interest, and assigns.

23 No Assignment. None of the parties may assign its rights or obligations under this Agreement without the express prior written consent of the other party, which consent will not be unreasonably withheld if the prospective assignee agrees in writing to assume the assigning party's obligations under this Agreement in full.

[Signatures to follow on next page.]

IN WITNESS WHEREOF, this Agreement was executed by the parties hereto as of the Effective Date.

NAPA VALLEY VINE TRAIL COALITION, a
California non-profit corporation

By: _____
Shawn Casey-White
Executive Director

CITY OF VALLEJO,
a Municipal Corporation

By: _____
Michael Malone
City Manager

Approved as to form:

By: _____
Veronica A. F. Nebb
City Attorney

ATTEST:

By: _____
Dawn Abrahamson
City Clerk

(City Seal)

EXHIBIT A-1

TRAIL MAP 1

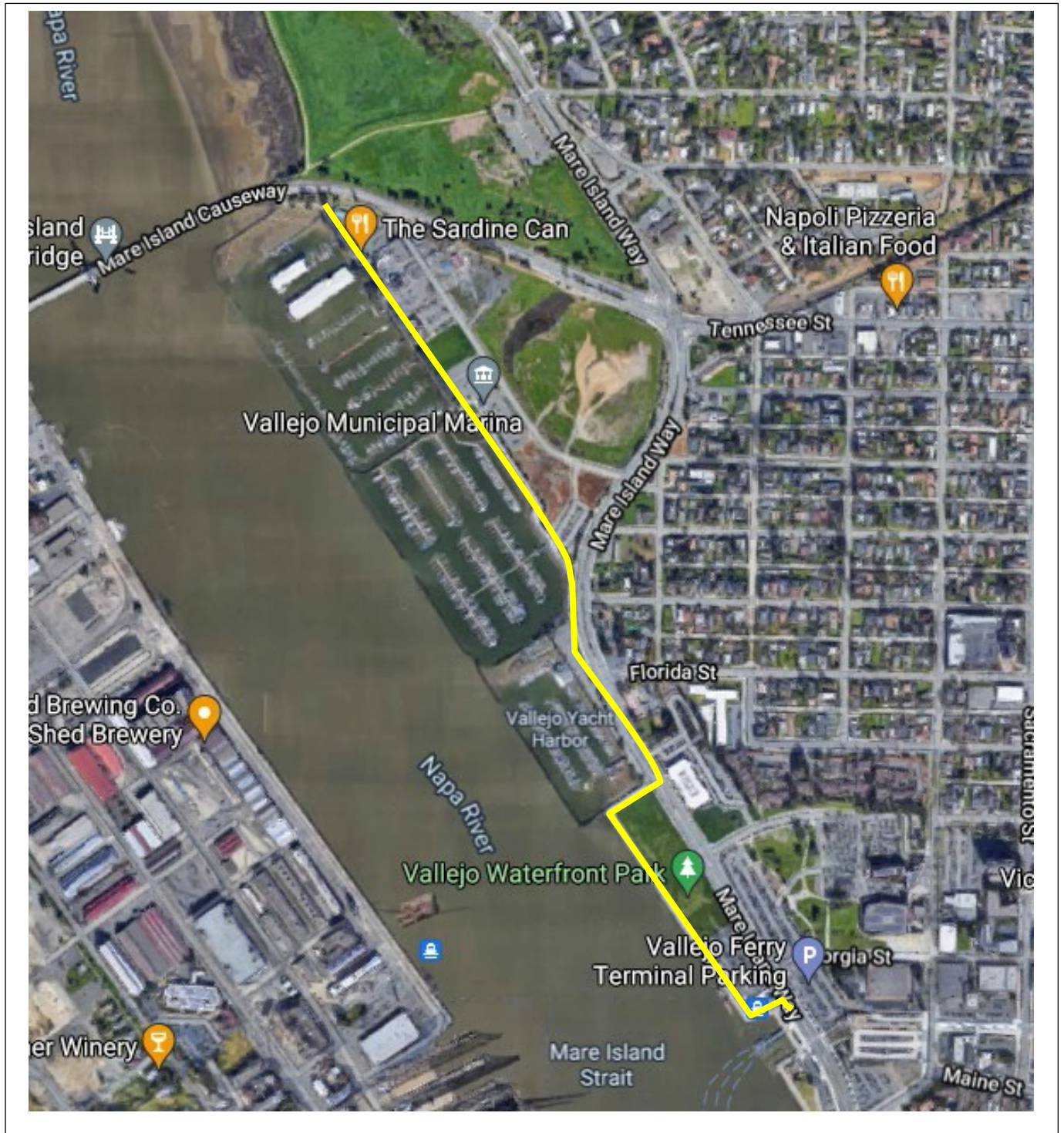


EXHIBIT A-2

TRAIL MAP 2



EXHIBIT A-3

TRAIL MAP 3

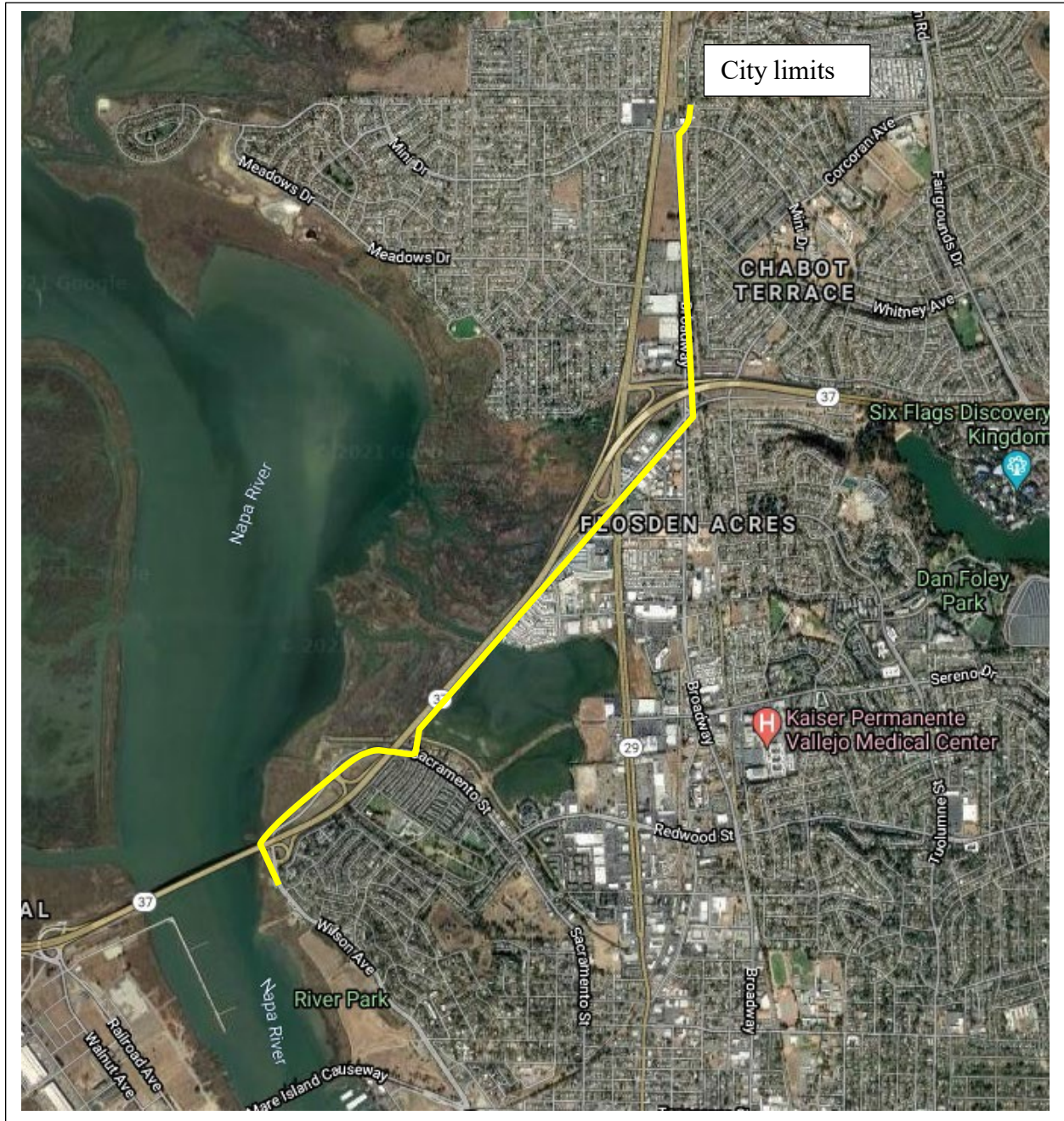


EXHIBIT B

MAINTENANCE ACTIVITIES

As funding permits, services may be performed Monday – Sunday, between the hours of 5:00am to 5:00 pm. Small, motorized utility vehicles and street/parking lot sweeping equipment are allowed. Vehicle speed is limited to 15 mph; operating must use hazard lights, must yield to trail users at all times, and must pull off trail to perform stationary work.

Use of any pesticides, herbicides, or fertilizers will be performed only by State Qualified applicators in accordance with the City of Vallejo regulations and an annual use permit as issued by the Solano County Agricultural Commissioner's Office.

<i>Description</i>	<i>Frequency</i>
• Dispose of trash, recycling, and pet waste from collection containers; supply replacement liners and/or plastic bags for litter, recycling, and pet waste collection containers.	Twice weekly
• Inspect the Vine Trail and report and remedy any hazards or safety concerns.	Twice Weekly
• Pick up and dispose of litter and debris on the trail	Twice Weekly
• Sweep, vacuum or blow trail surface and remove and dispose of accumulated leaves, sediment, or other debris and litter → Cleaning equipment must not leave an accumulation of debris on the side of the trail.	Twice Weekly
• Trim/mow grasses and weeds and prune shrubs adjacent to the Vine Trail to keep trail surface clear. → Grass and weeds within two (2') feet of either side of the trail or to the width of the trail easement whichever is widest, to be trimmed to three inches (3") or shorter → Grass Trimmings may be left in place to mulch; other trimmings shall be removed and disposed of.	Monthly or as needed
• Water trees planted as part of the Vine Trail project adjacent to the Vine Trail. Revisit need for watering annually until established.	Twice Monthly through November 2030
• Pressure wash rest areas and shelter(s). Clean mile markers, trail rules and interpretive signs	Monthly
• Remove, clean or paint over graffiti on or within 10' of the Vine Trail, or within the easement area whichever is wider. Graffiti removal to include trail surface, signage and amenities (excludes public art)	Within 96 hours of occurrence
• Repair and maintain irrigation equipment if installed as part of project	



DATE: January 9, 2024
TO: Mayor and Members of the City Council
FROM: Michael Malone, City Manager
Natalie Peterson, Assistant to the City Manager
SUBJECT: ADOPTION OF A RESOLUTION ADOPTING A COUNCIL POLICY RELATING TO BUDGET REQUESTS AND EXPENDITURES FOR CITY BOARDS, COMMISSIONS AND COMMITTEES

RECOMMENDATION

Adopt a resolution adopting a Council Policy that establishes a standard set of regulations for annual budget requests and expenditures of the City of Vallejo Boards, Commissions and Committees.

REASONS FOR RECOMMENDATION

The City of Vallejo does not currently have a policy to govern the regulations for its Boards, Commissions and Committees budget and expenditure policy. The intent of this policy is to outline how budgets established for the City of Vallejo's Boards, Commissions and Committees should be utilized.

This policy is intended to add guidance related to funding and support the Vallejo Municipal Code (VMC) Chapter 2.26 outlined in the General Regulations for Boards, Commissions and Committee.

BACKGROUND AND DISCUSSION

The City of Vallejo does not currently have a policy to govern budget requests and expenditure requirements for City Boards, Commissions and Committees. To date, this process has not been uniform across all Boards, Commissions and Committees, making it difficult to include in the normal City budgeting process. Additionally, the City currently lacks a consistent expenditure policy that the Boards, Commissions and Committees can look to to determine the appropriateness of expenditures. The attached Council policy outlines the process for submitting budget requests as well as general guidelines for eligible and ineligible expenditures.

FISCAL IMPACT

This item has no current impact to the general fund.

ENVIRONMENTAL REVIEW

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

ATTACHMENTS

1.	Boards Commissions and Committees Budget and Expenditure Policy Reso CAO Stamp
2.	Council Policy - Boards Commissions Committees Budget and Expenditure Policy

CONTACT

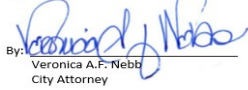
Date: January 9, 2024

**Subject: ADOPTION OF A RESOLUTION ADOPTING A COUNCIL POLICY RELATING TO
BUDGET REQUESTS AND EXPENDITURES FOR CITY BOARDS, COMMISSIONS
AND COMMITTEES**

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Michael Malone, City Manager (707) 648-4576
Mike.Malone@cityofvallejo.net

Approved as to form:

By: 
Veronica A.F. Nebb
City Attorney

RESOLUTION NO. 24-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALLEJO ADOPTING A CITY COUNCIL BUDGET AND EXPENDITURE POLICY TO GOVERN CITY OF VALLEJO BOARDS, COMMISSIONS AND COMMITTEES

WHEREAS, the Charter of the City of Vallejo provides that the City Council may create by ordinance boards and commissions; and

WHEREAS, these boards and commissions may serve as advisory, policy, appellate and/or rule making; and

WHEREAS, the enabling ordinance for each board and commission is codified in the Vallejo Municipal Code, Title 2; and

WHEREAS, the procedure for establishing Board and Commission budgets has not been reduced to writing and has not been uniform from across all Boards and Commissions, thereby creating issues with budget planning; and

WHEREAS, establishing a City Council boards, commissions and committees' budget and expenditure policy establishes a set of regulations for annual budget requests and expenditures for the City of Vallejo Boards, Commissions and Committees.

NOW THEREFORE, BE IT RESOLVED that the City Council hereby adopts the Boards, Commissions and Committees Budget and Expenditure Policy attached hereto as Exhibit A.

Adopted by the Council of the City of Vallejo at a special meeting held on January 9, 2024 with the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ROBERT H. MCCONNELL, MAYOR

ATTEST:

DAWN G. ABRAHAMSON, CITY CLERK



City Council Policy – Boards, Commissions, and Committees Budget and Expenditures

1 PURPOSE

The purpose of this policy is to establish a standard set of regulations for annual budget requests and expenditures of the City of Vallejo Boards, Commissions and Committees. This policy is intended to add guidance related to funding and support the Vallejo Municipal Code (VMC) Chapter 2.26 outlined in the General Regulations for Boards, Commissions and Committee.

The purpose of the Boards, Commissions and Committees

1.1 Objectives

1. Establish a set timeline and procedure for budget requests by Boards, Commissions and Committees
2. Establish a standard set of eligible expenditures
3. Establish a standard set of ineligible expenditures

City Council Policy – Boards, Commissions, and Committees Budget and Expenditures

2 POLICY

2.1 GENERAL GUIDELINES

- All budget requests must be made during the normal budget request preparation process, through the City of Vallejo staff person assigned as the secretary to the Board, Commission or Committee or other designated staff person, no later than the first week of March each calendar year. Requests shall be considered by the Council during their normal budget process. The budget process includes the following four steps:
 - Administrative preparation,
 - Legislative approval,
 - Financial implementation,
 - Annual year-end accounting and financial reporting, which is usually performed by an independent outside auditor.
- B. The City Council shall have the final authority for establishing a budget for each of its boards, commissions, and committees.
- C. The City Council shall have the final authority to approve expenditures of its boards, commissions, and committees.
- D. All expenditures need to be approved through established processes in the City of Vallejo [Purchasing Manual, and in accordance with this Policy](#).
- E. All contracts and associated payments will be processed and records maintained by the City of Vallejo staff person assigned as the secretary of the Board, Commission or Committee or other designated staff person.

All invoices shall be processed for payment by the City Staff person assigned to the Board, Commission or Committee and approved by their department head.

2.2 ELIGIBLE EXPENDITURES

Budgets established for Boards, Commissions and Committees for the City of Vallejo shall be used to move forward the workplans of the associated groups. The below list outlines eligible expenditure activities:

- A. Surveys associated with projects associated with the Board, Commission, or Committee's workplan;
- B. Marketing Materials; including, but not limited to flyers and pamphlets;
- C. Conference dues for professional development;
- D. Travel reimbursement;
- E. Publication subscriptions;
- F. Outreach events and fees;
- G. Name Badges or tags;



City Council Policy – Boards, Commissions, and Committees Budget and Expenditures

- H. Stipends that are established through the Vallejo Municipal Code;
- I. For the Sister City Commission:
 - a. Visiting dignitary gifts not exceeding \$1,500 per delegation, with a not to exceed amount of \$150 average per dignitary
 - b. Visiting dignitary meals reimbursement for up to 2 meals per dignitary per day will be based upon the City of Vallejo's established meal per diem rate at the time of the visit.

2.3 INELIGIBLE EXPENDITURES

Budgets established for Boards, Commissions and Committees for the City of Vallejo shall be used to move the workplans of the associated groups. The below list outlines ineligible expenditure activities:

- A. Business Cards; with the exception of the Planning Commission
- B. Social Media Adds
- C. Interns
- D. Staff that reports to the Board, Commission or Committee
- E. Consultants that report to the Board, Commission or Committee
- F. Furniture or equipment



DATE: January 9, 2024
TO: Mayor and Members of the City Council
FROM: Mike Malone, City Manager
SUBJECT: **REVIEW AND PROVIDE DIRECTION REGARDING COUNCILMEMBER REFERRALS**

RECOMMENDATION

1. Acknowledge the following 2-step process, previously adopted by the City Council, to formalize Councilmember requests to allocate the City's scarce staff resources to provide information, analysis, review, or study.
 - At a regularly scheduled Council meeting a councilmember identifies the proposed work item they would like to have staff undertake and the item is agendaized for a future regular meeting for Step 1 consideration.

Step 1 of the 2 Step Process

- The Mayor (or Vice Mayor in the absence of the Mayor) asks the Council to consider whether or not to refer the item to staff for evaluation and costing; and
- If a majority of the Council agrees with the request, the item is referred for evaluation. Staff estimates the number of hours needed to complete the desired action, identifies if there are sufficient resources available to complete the desired request on a timely basis, assigns an estimated completion date and reports back to Council at a future regular meeting.

Step 2 of a 2 Step Process

- The Council reviews the staff evaluation report and approves or disapproves the request.
 - If the request is approved, it is added to the staff's City Council Referral Log and is tracked to ensure it is returned to the City Council in a timely manner.
2. Review the attached list (Attachment 1) of 20 open referral requests proposed by members of the City Council that have not completed Steps 1 or 2, 5 that have completed Step 1 but not yet Step 2 and 5 that have completed Steps 1 and 2 and require further work by staff to be brought back at a future meeting. The City Council is asked to provide direction to staff to identify and prioritize, work projects that are to be referred to the City Manager for an evaluation of cost and resource availability, with a report to Council prior to the Council directing staff to proceed with the work project. Council is also being asked to consider other Council identified goals in prioritizing these referrals.

REASONS FOR RECOMMENDATION

Members of the City Council presented a number of potential work projects in 2023. Staff is requesting Council prioritize all of the open requests from 2023 while balancing the FY 2023-24 adopted established goals that

are of higher priority for staff.

BACKGROUND AND DISCUSSION

Members of the City Council have presented a number of potential work projects (Council referrals) during 2023. The open referrals are outlined in more detail in Attachment 1. Out of the open referrals from 2023:

- 20 have not completed Step 1 and 2 of the current process
- 5 have completed Step 1 but not yet Step 2
- 5 have completed both steps and staff continues to work on these projects which will be brought back to the Council at a future date.

At the December 19 regular Council meeting, 3 new referrals were requested and a discussion with Council and staff ensued as to when these requests could return to Council for Step 1. Due to the volume of referrals, the Mayor requested the open referrals and the status of each return to Council to prioritize at their first regular meeting in January, which is January 9.

In prioritizing the number of open referrals, the Council is encouraged to take into consideration its FY 2023-24 adopted and established goals (Attachment 2) which are currently of higher priority for staff. As discussed at the Council's goal-setting session in 2023, the capacity for staff to work on the established goals and any new work projects that are not taken up by mandatory duties is below 10% of staff time. Given the limited capacity to work on the established goals and referrals, it's imperative the Council provide clear direction as to where the City's limited resources should be dedicated.

Once the list of open referrals has been prioritized by Council, they will be sent to the City Manager's Office for evaluation in keeping with the City Council's procedures. Once the evaluation is completed for potential work projects, they will be returned to the Council for a final decision whether they will be included as part of the City's work plan.

To assist members of the Council with submission of and tracking of future referrals, the City Manager is also providing the Council with a Submittal and Tracking Form.

FISCAL IMPACT

There is no fiscal impact associated with affirming the procedure and prioritizing referral requests

ENVIRONMENTAL REVIEW

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

ATTACHMENTS

1.	2023 List of Council Referral Requests Open
2.	23-165 City Council FY 2023-2024 Multiyear Goals and Priorities
3.	CITY COUNCIL REFERRAL FORM

CONTACT

Mike Malone, City Manager (707) 648-4576

Mike.Malone@cityofvallejo.net

2023 List of Council Referral Requests

Open Referral Requests – (have not completed 1 & 2 Step Process)

12 current requests (*1 has multiple requests that total 9)

Requester	Date Requested	Step 1 – on Agenda	Step 2 – on Agenda	Notes
Verder-Aliga	April 11, 2023 Short-term Rentals/Airbnb's			Discuss policy implications with Council first
Mayor & Arriola	May 12, 2023 Pursue creation of Vallejo Vocational Arts School			
Loera-Diaz	June 13, 2023 Agendize Marina condition issues and invite Congressional Reps and staff to be a part of the discussion			
Bregenzer	June 20, 2023 Creation of an Unhoused Commission			
*Palmares	July 11, 2023 Analysis and subsequent presentation or report for the following ordinances • Rent Control • Just Cause Evictions • Condo/Apartment Conversion ordinance that would include rights to refusal or the right to buy or receive relocation compensation • Residential Vacancy Tax • Anti speculation tax against house flipping • New security deposit limits • Ban or limited concentration on new payday lenders • Ban or limited concentration of new liquor stores • Ban on cash for gold and silver			Council to prioritize requested items

Requester	Date Requested	Step 1- on Agenda	Step 2 – on	Notes
Palmares	July 25, 2023 Discus review of reduction of live aboard fees at the Vallejo Marina			
Arriola	September 26, 2023 Request on behalf of SAB to amend ordinance to change frequency of regular meetings beyond bi-monthly			
Bregenzer	October 24, 2023 Discussion on building permit fees for low-income housing			
Loera-Diaz	October 24, 2023 Schedule Study Session on funding “how to help” for non-profits and CM to provide report mentioned at 10/24 council mtg.			
Bregenzer	December 19, 2023 Consider supplementing VPD with Security Services			
Bregenzer	December 19, 2023 Consider placing moratorium on Mill Act requests until consistent program is in place			
Loera-Diaz	December 19, 2023 Discuss rebranding of the VPD and change name to Vallejo Police Services Department			

COMPLETED STEP 1 – Need to Complete Step 2

4 current requests (* has 2 requests)

Requester	Date Requested	Step 1 – on Agenda	Step 2 – on Agenda	Notes
*Mayor	January 2023 Create council ad-hoc committee: 1) for purposes of reviewing City Charter and 2) Revise VMC Chapter 2.02 related to Council Meetings/Rules/Meeting Procedures.	March 14		Mayor agreed to separate the 2 requests. Councilmember Bregenzer requested rule to adjourn meetings at 10 pm and items not covered move to next meeting agenda (<i>requested at 10/10/23 mtg</i>)
Loera-Diaz	May 23, 2023 Request CDOJ continue partnership in ongoing collaborative reform efforts relating to VPD beyond expiration date of current agreement	June 27		
Bregenzer	May 23, 2023 Establish 2-person council ad-hoc subcommittee on collaborative reform efforts related to VPD	June 27		
Loera-Diaz	September 2023 Building Permit Fee Waivers to protect businesses from theft and process for business retention grant applications/awarding grants	November 28		

Step 1 and 2 Completed Referral Request Process – Continued Work by Staff. To be Brought Back to Council

- Tobacco Licensing Ordinance (Bregenzer request)
- Cease Fire Neutral Proclamation (Mayor request)
- Herbert House – Provide Council with lot diagrams and obtain further direction on sale (Bregenzer request)
- Information on Acquisition and Implementation of Red Light Enforcement Cameras/Other Technology for VPD (Bregenzer request)
- Options for Locating Safer RV/Vehicle Locations and Potentially Services in Partnership with Local Nonprofits (Loera-Diaz request)

RESOLUTION NO. 23-165 N.C.

**ADOPTION OF COUNCIL'S FISCAL YEAR 2023-2024 AND MULTIYEAR
COMMUNITY GOALS AND PRIORITIES**

WHEREAS, on April 14, 2023 the Vallejo City Council participated in a goal setting workshop with the City's executive staff and the public; and

WHEREAS, during this session the Council, among other things, identified goals and priorities for the City for fiscal year 2023-2024 and beyond; and

WHEREAS, on September 19, 2023, at a Special Council Meeting, Council provided additional information and clarification on their multiyear goals; and

WHEREAS, there is great value for the organization in having clear direction from the Council through the adoption of goals and priority area; and

WHEREAS, establishing and adopting policy goals helps employees connect their work to the vision of the Council; and

NOW, THEREFORE BE IT RESOLVED that the Vallejo City Council does hereby approve the Fiscal Year 2023-2024 Community Goals and Priorities for the City as set forth in **Exhibit A**, attached hereto; and

BE IT FURTHER RESOLVED the City Manager or his designee is authorized, on behalf of the Council, to take steps which may be necessary to move these priorities forward in a timely manner and in relationship with other organizational demands and priorities.

Adopted by the City Council of the City of Vallejo at a regular meeting held on September 26, 2023, with the following vote:

AYES: Mayor McConnell, Vice Mayor Verder-Aliga, Councilmembers Arriola, Bregenzer, Loera-Diaz, and Palmares

NOES: None

ABSENT: Councilmember Matulac

ABSTAIN: None

DocuSigned by:

ROBERT H. MCCONNELL

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ROBERT H. MCCONNELL, MAYOR

DocuSigned by:

Dawn G. Abrahamson

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DAWN G. ABRAHAMSON, CITY CLERK

ATTEST:

EXHIBIT A**Vallejo City Council Fiscal Year 2023-2024 and Multiyear Goals and Priorities**

Priority Area	Goal	Direction
Public Safety	Goal: Vallejo is a safe environment for living, working, and playing Critical focus: Rebuilding the police department and public trust in the police	• Street calming safety • Fully staff police, fire & city staff
Efficient, Effective and Responsive Government	Goal: Vallejo has the capacity and resources to effectively implement Community and Council goals in a way that is sustainable over the long term Critical focus: Communication & Outreach and Organizational Principles	• Quarterly city strategic planning for large issues too big to discuss at Council meetings • Improve communication of the status of properties, development and businesses • Community input, increase community attendance/participation
Economic Development Strategy	Goal: Vallejo has a supportive infrastructure for retaining and attracting businesses and a stable local economy to the benefit of all	• Adopt ordinance restricting commercial vacancies with increasing costs for failure to comply over time • Ordinance for short-term rentals / Air B&B • Retain and attract businesses in neighborhood commercial areas
Housing/Unhoused	Goal: Vallejo has adequate housing and resources for all Critical Focus: Addressing homelessness	• Develop safe camping area for unhoused people, cars, RVs & tents • Access grant funding: explore shared housing models and tiny homes concept • Cooperation with County programs
Youth Development	Goal: Vallejo is a City where young people thrive	• Partner with regional success programs • City will assist with identifying and partnering to create accessible and sustainable resources and programs for mental health, social emotional learning, and academic achievement • Collaborate & support efforts to provide arts, trade & vocational schools

CITY COUNCIL REFERRAL SUBMISSION AND TRACKING FORM

(to be completed by Councilmember)

Date: *(insert date of Council meeting)*

From: *(insert name of councilmember)*

Subject: *(insert title of work project to be referred for evaluation and a report)*

Recommendation:

Refer the following work project to the City Manager for an evaluation and a report from the City Manager on the availability of staff resources, the time necessary to complete the assignment, any cost associated with completing the work project, and any other issues that may need to be considered before the City Council considers taking action on whether or not to direct the City Manager to include this work project in the City's Work Plan.

(briefly describe the work project and expected outcome)

(to be completed by City Clerk)

Council Referral No.: _____

Date referred to City Manager: _____

Assigned to: _____

Date to return to Council: _____

Date of Report to City Council: _____

Approved: ☐

Not Approved: ☐



DATE: January 9, 2024
TO: Mayor and Members of the City Council
FROM: Jason Ta, Interim Chief of Police
SUBJECT: RECEIVE AN UPDATE ON THE PUBLIC SAFETY STAFFING EMERGENCY

RECOMMENDATION

Receive an update on the public safety staffing emergency proclamation. This item is for informational purposes only. There is no staff report or action associated with this item.

REASONS FOR RECOMMENDATION

BACKGROUND AND DISCUSSION

FISCAL IMPACT

ENVIRONMENTAL REVIEW

ATTACHMENTS

None

CONTACT

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