

Petitions and Communications received from April 7, 2009 through April 13, 2009 for reference by the President to Committee considering related matters or to be ordered filed by the Clerk on April 21, 2009.

From Office of the Controller-City Services Auditor, submitting concession audit of WSE Group, Inc., doing business as (dba) Legends of San Francisco with the Airport Commission. (1)

From Department of Toxic Substances Control, submitting a 45-day public notice and comment period on proposed amendments and adoption of the California Code of Regulations. Copy: Each Supervisor (2)

From Planning Department, submitting an updated schedule of the citywide outreach meetings on the Housing Element. Copy: Each Supervisor (3)

From Public Utilities Commission, responding to inquiry on the reasons and rationale for removing the proposed child care facility from the plans for the new SFPUC building located at 525 Golden Gate Avenue and the other changes/revisions that have been made from the original plan submitted by the PUC. (Reference No. 20090210-002) (4)

From Municipal Transportation Agency, submitting request for waiver of Administrative Code 12B for Alstom Signaling, Inc. (5)

From Department of Public Works, regarding status of removing graffiti from news racks in various locations in District 5. (Reference No. 20090303-001) (6)

From Department of Public Works, regarding status of removing graffiti from news racks in various locations in District 5. (Reference No. 20090317-005) (7)

From Department of Public Works, regarding status of removing graffiti from news racks in various locations in District 5. (Reference No. 20090324-002) (8)

From SF Association of Realtors, commenting on proposed amendments to the city's water conservation ordinance. File 090225, Copy: Land Use Committee (9)

From Municipal Transportation Agency, regarding the feasibility of establishing various stop signs within the Sunset District. (Reference No. 20090127-008) (10)

From Kimo Crossman, submitting letter entitled: Mayor Newsom takes credit for more SFGTV video online than other governments-yet ignores Sunshine Mandate. (11)

From Kimo Crossman, thanking Supervisor Dufty for sponsoring the hearing regarding Municipal Transportation Agency work orders from fiscal year 2006-2007 through fiscal year 2009-2010. File 090315 (12)

From concerned citizens, thanking the Board for taking the first step to transform our publicly owned land at Sharp Park from an exclusive, underused, and budget-breaking golf course into a community-centered model for endangered species recovery, natural flood control, outdoor recreation and sustainable land use. File 090329, 64 letters (13)

From Clerk of the Board, submitting notice that the following individuals have submitted a Form 700 Statement of Economic Interests: (14)
Tanene Allison, Assuming-SOTF
Hope Schmeltzer, Annual-LAFCo

From Stradling, Yocca, Darlson & Rauth, regarding the California Community College Financing Authority Tax and Revenue Anticipation Note Program, Series 2009A. Copy: Tax Collector, Treasurer (15)

From Office of the Mayor, submitting notice that Mayor Newsom will be out of the State of California from April 12, 2009 until April 16, 2009. Supervisor Carmen Chu and Supervisor Dufty will serve as Acting-Mayor. Copy: Each Supervisor (16)

From Gary, submitting a proposal that would aid in San Francisco's housing recovery. (17)

From Department of Public Works, regarding status of removing graffiti from various locations in District 5. (Reference No. 20090210-004) (18)

From Department of Public Works, regarding status of removing graffiti from various locations in District 5. (Reference No. 20090324-004) (19)

From Department of Public Works, regarding status of removing graffiti from various locations in District 5. (Reference No. 20090331-004) (20)

From Department of Public Works, regarding status of removing graffiti from various locations in District 5. (Reference No. 20090331-005) (21)

From Dr. Ahimsa Sumchai, regarding complaint that alleges a violation of the Public Records Act, Brown Act and Sunshine Ordinance by a majority of the Board who attended a conference in Washington D.C. (22)

From Jim Meko, submitting notice that the WSoMa Task Force will be meeting on April 16, 2009 in City Hall. (23)

From Paul Burke, urging the Board to reconsider their decision to exclude the pilot series "Trauma" from the film rebate program. File 090024, Copy: Each Supervisor (24)

From Ben Lin, submitting opposition to raising the bus fare in San Francisco. (25)

From Chaska & Gail Berger, submitting opposition to imposing a fee to enter the Strybing Arboretum in Golden Gate Park. (26)

From BART Government & Community Relations, submitting notice of some future long-term elevator closures at BART/Muni Metro Stations. (27)

From Law Offices of Daniel Reidy, submitting joinder in motion of Golden Gate Bridge, Highway and Transportation District to prohibit further Ex Parte Communications. (28)

From Law Offices of Daniel Reidy, submitting joinder in motion of Golden Gate Bridge, Highway and Transportation District to consolidate Application No. A. 09-01-016 and Complaint No. C. 09-03-019. (29)

City and County of San Francisco

Office of the Controller – City Services Auditor

AIRPORT COMMISSION:

Concession Audit of
WSE Group, Inc., dba
Legends of San Francisco



April 9, 2009

BY

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BOARD OF SUPERVISORS
SANTILMOSSON

CONTROLLER'S OFFICE CITY SERVICES AUDITOR

The City Services Auditor was created within the Controller's Office through an amendment to the City Charter that was approved by voters in November 2003. Under Appendix F to the City Charter, the City Services Auditor has broad authority for:

- Reporting on the level and effectiveness of San Francisco's public services and benchmarking the city to other public agencies and jurisdictions.
- Conducting financial and performance audits of city departments, contractors, and functions to assess efficiency and effectiveness of processes and services.
- Operating a whistleblower hotline and website and investigating reports of waste, fraud, and abuse of city resources.
- Ensuring the financial integrity and improving the overall performance and efficiency of city government.

The audits unit conducts financial audits, attestation engagements, and performance audits. Financial audits address the financial integrity of both city departments and contractors and provide reasonable assurance about whether financial statements are presented fairly in all material aspects in conformity with generally accepted accounting principles. Attestation engagements examine, review, or perform procedures on a broad range of subjects such as internal controls; compliance with requirements of specified laws, regulations, rules, contracts, or grants; and the reliability of performance measures. Performance audits focus primarily on assessment of city services and processes, providing recommendations to improve department operations.

We conduct our audits in accordance with the Government Auditing Standards published by the U.S. Government Accountability Office (GAO). These standards require:

- Independence of audit staff and the audit organization.
- Objectivity of the auditors performing the work.
- Competent staff, including continuing professional education.
- Quality control procedures to provide reasonable assurance of compliance with the auditing standards.

Audit Team: Mark Tipton, Audit Manager
Renato Lim, Associate Auditor



CITY AND COUNTY OF SAN FRANCISCO
OFFICE OF THE CONTROLLER

Ben Rosenfield
Controller

Monique Zmuda
Deputy Controller

April 9, 2009

San Francisco Airport Commission
P.O. Box 8097
San Francisco International Airport
San Francisco, CA 94128

President and Members:

The Controller's Office, City Services Auditor, presents its report concerning the audit of WSE Group, Inc., doing business as (dba) Legends of San Francisco (Legends). Legends has a 10-year lease agreement, through December 24, 2015, with the Airport Commission of the City and County of San Francisco (City) to operate a casual dining and bar facility in Terminal 1 of San Francisco International Airport (Airport).

Reporting Period: July 1, 2005, through June 30, 2008

Rent Paid: \$332,086

Results:

- Legends correctly reported monthly gross revenues, and correctly paid monthly rent.
- Legends sometimes paid its rent late, resulting in service charges due of \$1,885.
- Legends currently has \$1,256 in overdue utility and storage rent payments to the Airport.
- Both Legends and the Airport failed to comply with various miscellaneous requirements of the lease agreement.

The responses of the Airport and Legends are attached to this report. Also attached is a rebuttal to Legends' response, in which we explain that we disagree with one point in Legends' response and clarify our position on another point in Legends' response. The Controller's Office, City Services Auditor will work with the Airport to follow up on the status of the recommendations made in this report.

Respectfully submitted,

Robert Tarsia
Deputy Audit Director

cc: Mayor
Board of Supervisors
Budget Analyst
Civil Grand Jury
Public Library

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INTRODUCTION

Audit Authority

The Office of the Controller (Controller) has authority under the San Francisco Administrative Code, Chapter 10, Article 1, Section 10.6-2 to audit, at regular intervals, all leases of City-owned real property where rent of \$100,000 or more per year is to be paid to the City. In addition, the City Charter provides the Controller, City Services Auditor (CSA), with broad authority to conduct audits. We conducted this audit under that authority and pursuant to an audit plan agreed to by the Controller and the Airport.

Background

WSE Group, Inc. dba Legends of San Francisco (Legends) has a 10-year lease agreement (lease) with the Airport Commission (Commission) of the City and County of San Francisco (City). The lease, which has a rent commencement date of December 24, 2005, allows Legends to operate a casual dining and bar facility in Terminal 1 of San Francisco International Airport (Airport). The lease also requires Legends to pay the Airport monthly the greater of one-twelfth of a minimum annual guarantee (MAG) or a tiered percentage rent of between 8 to 12 percent of its gross revenues. The percentage rent tiers are contingent on the amount of Legends' total gross revenues per lease year. During our audit period, the monthly MAG rent was \$3,583 from December 24, 2005, through March 31, 2007; \$3,767 from April through December 2007; and \$3,892 from January through June 2008.

Scope and Methodology

The purpose of this audit was to determine if the monthly statements of gross revenues that Legends submitted to the Airport accurately reflected actual gross revenues based on monthly and daily records; if Legends paid the proper amount of rent to the Airport, according to the terms of its lease; if Legends currently has no overdue rent payable to the Airport for the audit period; and if Legends complied with the other provisions of its lease.

Our audit covered the period July 1, 2005, through June 30, 2008.

To conduct the audit, we examined the applicable terms of the lease and the adequacy of Legends' procedures for collecting, recording, summarizing, and reporting its gross revenues to the Airport. To determine whether Legends

accurately reported its gross revenues to the Airport, we compared its reported gross revenues to those recorded in its internal monthly summary records on a sample basis. We then tested, on a sample basis, Legends' internal monthly summary records to daily sales reports and other specific source documents. To determine whether Legends had any outstanding rent or other payments due to the Airport for the audit period, we examined the Aged Accounts Receivables Report from the Airport's Accounting Department. To determine whether Legends complied with other provisions of the lease, we selected key lease requirements and performed inquiry, observation, and testing to substantiate compliance with those lease provisions.

We conducted this performance audit in accordance with generally accepted government auditing standards. Those standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our findings and conclusions based on our audit objectives. We believe that the evidence obtained provides a reasonable basis for our findings and conclusions based on our audit objectives.

AUDIT RESULTS

Legends Correctly Reported Its Gross Revenues and Calculated Its Rent But Did Not Always Pay Its Rent on Time

For the audit period July 1, 2005, through June 30, 2008, Legends correctly reported its gross revenues of \$3,592,621 and correctly calculated and paid its rent of \$332,086. However, Legends often paid late its minimum monthly rent. Section 4.3 of the lease requires the monthly minimum annual guarantee (MAG) rent payment by the first day of each month. Legends made these payments late for 13 (42 percent) of the 31 months in the audit period for which rent was due. (Legends did not begin operations until December 2005.)

Besides the monthly MAG rent, Legends owed and paid monthly rent calculated as a percentage of gross revenues. The lease requires Legends to make these percentage rent payments by the 20th of each month for the preceding month, and each monthly invoice from the Airport states that a 1.5 percent service charge will be assessed on late remittances. Legends paid its percentage rent late for 10 (32 percent) of the 31 months in the audit period.

The Airport did not apply service charges to Legends' late rent payments. Had the Airport done so, the late fees would have totaled \$1,885.

EXHIBIT Gross Revenues Reported and Rent Paid July 1, 2005, Through June 30, 2008		
Reporting Period	Gross Revenues	Rent Paid
July 1, 2005 through June 30, 2006*	\$ 566,731	\$ 36,006
July 1, 2006 through June 30, 2007	1,354,498	125,800
July 1, 2007 through June 30, 2008	1,671,392	170,280
Total	\$3,592,621	\$332,086

*Note: Legends did not begin operating until December 2005, at which time it was required to begin paying rent.

Sources: Airport accounting monthly sales reports and FAMIS cash receipts report.

Legends Has \$1,256 in Overdue Utility and Storage Space Rent Payments

Airport accounting records show Legends has not paid a \$932 utility bill, invoiced in April 2006, and a \$324 storage unit rent bill, invoiced in December 2007. Legends disputes the Airport's claim that the amounts have not been paid and, as of February 2009, the Airport and Legends were still working to resolve the disputed billings.

**Legends and the Airport
Did Not Comply With
Certain Lease Provisions**

In addition to requiring Legends to report its gross revenues and calculate and pay its rent due, the lease requires both Legends and the Airport to comply with other provisions. As described below, both parties to the lease failed to comply with some lease provisions.

**Legends Paid Its
Infrastructure Fees Late**

Section 4.9 of the lease stipulates that infrastructure fees¹ be paid to the Airport on the first day of each month. Because both the monthly MAG rent and the infrastructure fees are due on the same day each month, the Airport bills both amounts on the same invoice, and Legends pays both amounts at the same time. Thus, because Legends paid its monthly MAG rent late for 13 months of the audit period, it also paid its infrastructure fees late. However, the lease does not provide for service charges for late infrastructure fee payments, so no late charges are due.

**Legends No Longer
Certifies Its Monthly
Sales Reports**

Since April 2008, Legends has not been certifying the monthly sales reports it submits to the Airport. Submitting these reports monthly, and having them certified by the tenant, is required by Section 4.4 of the lease.

**The Airport Did Not
Waive or Otherwise
Amend the Lease
Provision for the Rent
Commencement Date**

One provision of the lease stipulates that rent must begin no later than 90 days after the lease's commencement date. However, another provision states the rent commencement date in the lease is December 24, 2005, nearly six months after the lease's commencement date of June 28, 2005. The two provisions therefore present contradictory rent commencement dates, possibly implying that the Airport did not receive rent from October through December. The December 24th rent commencement date resulted from the tenant being unable to remodel the premises and open for business as soon as first anticipated. But the Airport did not waive the 90-day requirement of the first provision in writing, resulting in the contradiction.

Recommendations

The Airport Department should take the following actions:

1. Invoice Legends for rent service charges of \$1,885 for numerous late monthly rent payments.

¹ Infrastructure fees are charged by the Airport to tenants for the recoupment of costs incurred by the Airport for installing electrical, plumbing, and other utility infrastructure in tenant spaces.

2. Going forward, assess all late payment and other service charges required by Legends' lease.
3. Work with Legends to resolve the disputed \$1,256 in utility and storage rental unit billings. Specifically, either collect the appropriate amounts from Legends, or credit Legends for the appropriate amounts. If these amounts are found to be due, assess the corresponding late payment charges.
4. Remind Legends to remit on time its monthly rent due, both the monthly minimum rent and the percentage rent, with or without the Airport's billed invoice.
5. Remind Legends to remit on time its fees due, such as its infrastructure fees, with or without the Airport's billed invoice.
6. Require Legends to certify its monthly sales reports.
7. In the future, to avoid incompatible or conflicting lease provisions, ensure that leases are amended or lease provisions are waived in writing, when needed, to reflect current arrangements agreed to by the Airport and tenant.

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ATTACHMENT A: AIRPORT'S RESPONSE



San Francisco International Airport

April 1, 2009

San Francisco
City and County
San Francisco
City Hall, Room 476
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102

Mr. Robert Tarsia
Deputy Audit Director
Office of the Controller
City and County of San Francisco
City Hall, Room 476
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102

AIRPORT
COMMISSION
CITY AND COUNTY
OF SAN FRANCISCO

Subject: Audit of Domestic Terminals Food and Beverage Lease No. 05-0075
WSE Group, Inc. Inc dba Legends of San Francisco -- Airport's
Response

CAROLAN BROWN
MANAGER

Dear Mr. Tarsia:

CAROLAN BROWN
MANAGER

This letter supersedes my March 19, 2009 correspondence to you.

CAROLAN BROWN
MANAGER

The San Francisco International Airport ("Airport") is in receipt of the Audit Recommendation from City Services Auditor Division for its audit of Lease No. 05-0075 ("Lease") between the City and County of San Francisco, through its Airport Commission, and WSE Group, Inc. ("Tenant"). The following is the Airport's response to the Audit Report findings:

CAROLAN BROWN
MANAGER
REVENUE DEVELOPMENT
AND ACCOUNTING

1. **Invoice Legends for rent service charges of \$1,885 for numerous late monthly rent payments.** As a current policy and practice, Airport does not charge late fees on rent payments.
2. **Going forward, assess all late payment and other service charges required by Legends' lease.** As a current policy and practice, Airport does not charge late fees on rent payments.
3. **Work with Legends to resolve the disputed \$1,256 in utility and storage rental billings.** Specifically, either collect the appropriate amounts from Legends, or credit Legends for the appropriate amounts. If these amounts are found to be due, assess the corresponding late payment charges. Revenue Development and Management will coordinate with Airport Accounting to resolve and determine if Tenant owes past due amounts or credit Tenant for overpayment.

Robert Tarsia
April 1, 2009
Page 2

4. **Remind Legends to remit on time its monthly rent due, both the monthly minimum rent and the percentage rent, with or without the Airport's billed invoice.** Revenue Development and Management agrees with this statement. Staff will ensure compliance going forward.
5. **Require Legends to certify its monthly sales reports.** Revenue Development and Management agrees with this statement. Staff will ensure compliance going forward.
6. **In future, to avoid incompatible or conflicting lease provisions, ensure that leases are amended or lease provisions are waived in writing when needed to reflect current arrangements agreed to by the Airport and tenant.** Revenue Development and Management agrees with this statement. Staff will ensure compliance going forward.

Thank you for your staff's work on this audit. Please do not hesitate to call if you have any questions.

Sincerely,



Cheryl Nashir
Associate Deputy Airport Director
Revenue Development & Management

cc: Renato Lim
Leo Fermin
Cesar Sanchez
Gigi Ricasa
Sharon Perez

Recommendation	Responsible Agency	Response
1. Invoice Legends for rent service charges of \$1,885 for numerous late monthly rent payments.	AIR	As a current policy and practice, Airport does not charge late fees on rent payments.
2. Going forward, assess all late payment and other service charges required by Legends' lease.	AIR	As a current policy and practice, Airport does not charge late fees on rent payments.
3. Work with Legends to resolve the disputed \$1,256 in utility and storage rental billings. Specifically, either collect the appropriate amounts from Legends, or credit Legends for the appropriate amounts. If these amounts are found to be due, assess the corresponding late payment charges.	AIR	Revenue Development and Management will coordinate with Airport Accounting to resolve and determine if Tenant owes past due amounts or credit Tenant for overpayment.
4. Remind Legends to remit on time its monthly rent due, both the monthly minimum rent and the percentage rent, with or without the Airport's billed invoice.	AIR	Revenue Development and Management agrees with this statement. Staff will ensure compliance going forward.
5. Remind Legends to remit on time its fees due, such as its infrastructure fees, with or without the Airport's billed invoice.	AIR	Revenue Development and Management agrees with this statement. Staff will ensure compliance going forward.
6. Require Legends to certify its monthly sales reports.	AIR	Revenue Development and Management agrees with this statement. Staff will ensure compliance going forward.

Recommendation	Responsible Agency	Response
<p>7. In the future, to avoid incompatible or conflicting lease provisions, ensure that leases are amended or lease provisions are waived in writing, when needed, to reflect current arrangements agreed to by the Airport and tenant.</p>	<p>AIR</p>	<p>Revenue Development and Management agrees with this statement. Staff will ensure compliance going forward.</p>

ATTACHMENT B: LEGENDS' RESPONSE



6034

March 31, 2009

Mr. Robert Tarsia
Deputy Audit Director
Office of the Controller
City and County of San Francisco
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102

Subject: Audit of Lease #05-0075 Legends of San Francisco

Dear Mr. Tarsia:

WSE Group, Inc. is in receipt of the Auditor Recommendations from the audit of Lease #05-0075.

The following is our response to the auditor's findings -

- **Late rent payments** – Dec. 2005 and Jan. 2005 rent was not invoiced to us until 1-17-06 on Inv#IRAC613-0182 and not due until 2-1-06 (see Exhibit A). This invoice was paid within terms. We are somewhat in agreement with the findings on the remaining invoices that were flagged as received late. Maybe we should have hand delivered these payments to avoid postal service and posting delays.
- **Legends overdue utility & storage rent payments** – The \$931.84 outstanding utility bill in question was paid 6-22-06 check #11439. The total amount of check #11439 was \$4483.05 and cleared our bank on 6-26-06 (see Exhibit B). I believe the storage rent payments in question resulted from when our storage unit location was changed by the airport to accommodate Southwest Airlines coming to San Francisco Airport. We paid our storage space rent each month (see Exhibit C).

FOOD SERVICES, RESTAURANT AND CONCESSION MANAGEMENT
533 AIRPORT BLVD., SUITE 523, BURLINGAME, CALIFORNIA 94010 TEL: 650/348-0556 FAX 650/348-0557

- **Legends no longer certifies monthly sales reports** - It was brought to our attention that the monthly sales reports for April thru December 2008 did not contain a certification signature. We have corrected this error.

Please do not hesitate to give me a call at (650)348-0556 should you have any questions. Thank you to your staff for the professionalism in which this audit was conducted.

Regards,



Robbi Hollon
Controller

cc: Renato Lim
Jose Placencia

Attachments

Note: Exhibits referred to in this letter were provided to the Airport but are not presented here.

ATTACHMENT C: CITY SERVICES AUDITOR REBUTTAL TO LEGENDS' RESPONSE

To provide clarity and perspective, the Controller's Office, City Services Auditor Division, is commenting on Legends' letter responding to our audit report (Attachment B). This rebuttal corresponds to the first two bulleted items in Legends' letter.

Late rent payments - The letter refers to "Dec. 2005 and Jan. 2005 rent..." which is incorrect. This should state December 2005 and January 2006 rent. Moreover, as stated in the report, the lease requires that the monthly minimum annual guarantee (MAG) rent is due on the first day of each month. Therefore, the tenant must pay its monthly MAG rent on or before the first of the month regardless of when or if the Airport invoices the tenant. According to the Airport's response (Attachment A), the Airport will not apply late fees to the late rent payments identified in this audit.

Overdue utility & storage space rent payments - We acknowledge receipt of the documents referenced in Attachment B. We have forwarded those documents to the Airport and recommend, as stated in the report, that the Airport and Legends resolve this matter directly.



Linda S. Adams
Secretary for
Environmental Protection



Department of Toxic Substances Control

Maureen F. Gorsen, Director
1001 "I" Street
P.O. Box 806
Sacramento, California 95812-0806

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2009 APR - 8 AM 11:18



Arnold Schwarzenegger
Governor

BY *[Signature]*

(2)

TITLE 22

45-DAY PUBLIC NOTICE AND COMMENT PERIOD

Financial Assurance Rulemaking

Department Reference Number: R-2007-06

Office of Administrative Law Notice File Number: Z-XXXXXX

NOTICE IS HEREBY GIVEN that the Department of Toxic Substances Control (DTSC) proposes to amend/adopt California Code of Regulations, title 22, sections 66260.10, 66264.101, 66264.117, 66264.141, 66264.143, 66264.144, 66264.145, 66264.147, 66264.151, 66265.117, 66265.141, 66265.143, 66265.144, 66265.145, 66265.147.

PUBLIC HEARING AND WRITTEN COMMENT PERIOD

A written comment period has been established commencing on *April 10, 2009*, and closing on *May 26, 2009*. DTSC will hold a public hearing on the proposed regulations at 10:00 a.m. on *May 26, 2009* in the *Coastal Hearing Room, 2nd Floor, 1001 "I" Street, Sacramento*, at which time any person may present statements or arguments orally or in writing, relevant to this proposal. Please submit written comments to the contact person listed at the end of this notice. Written comments on the rulemaking submitted no later than 5:00 p.m. on *May 26, 2009* will be considered.

Representatives of DTSC will preside at the hearing. Persons who wish to speak are requested to register before the hearing. Pre-hearing registration will be conducted at the location of the hearing from 9:30 a.m. to 10:00 a.m. Registered persons will be heard in the order of their registration. Any other person wishing to speak at the hearing will be afforded an opportunity after the registered persons have been heard.

Due to enhanced security precautions at the Cal/EPA Headquarters Building located at 1001 "I" Street, Sacramento, all visitors are required to sign in prior to attending any meeting. Sign-in and badge issuance occur in the Visitor and Environmental Services Center. This Center is located just inside and to the left of the building's public entrance. Depending on their destination and the building security level, visitors may be asked to show valid picture identification. Valid picture identification can take the form of a current driver's license, military identification card, or state or federal identification cards. Depending on the size and number of meetings scheduled on any given day, the

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security check-in could take from three to fifteen minutes. Please allow adequate time to sign in before being directed to your meeting.

If you have special accommodation or language needs, please contact Matt Rosenberg, Regulations Coordinator, Regulations Section, at (916) 322-2833 or by e-mail at regs@dtsc.ca.gov by May 12, 2009. TTY/TDD/Speech-to-Speech users may dial 7-1-1 for the California Relay Service.

In accordance with the California Government Code and Americans with Disabilities Act requirements, this publication can be made available in Braille, large print, computer disk, or tape cassette, etc. as a disability-related reasonable accommodation for an individual with a disability. To discuss how to receive a copy of this publication in an alternative format, please contact Adrian Recio at (916) 324-3095 or by e-mail at arecio@dtsc.ca.gov.

AUTHORITY AND REFERENCE

These regulations are being proposed under the following authorities:

Health and Safety Code section 25150. This section grants DTSC authority to adopt standards dealing with the management of hazardous waste.

Health and Safety Code section 25159. This section grants DTSC authority to adopt regulations allowing the state to maintain authorization to administer a state hazardous waste program in lieu of the federal program under the Resource Conservation Recovery Act.

Health and Safety Code section 25159.5. This section grants DTSC authority to adopt regulations that are more stringent or extensive than federal regulations.

Health and Safety Code section 25200.10. This section provides DTSC with implied authority to adopt regulations for corrective action of releases of hazardous waste from a solid or hazardous waste management unit at a facility.

Health and Safety Code section 25245. This section grants DTSC authority to adopt, and revise standards and regulations for financial assurance.

Health and Safety Code section 25355.2. This section provides DTSC with implied authority to adopt regulations for financial assurance for the operation and maintenance requirements of a response action.

Health and Safety Code section 58012 (Added by Gov. Reorg. Plan No. 1, §146, eff. July 17, 1991.) This section grants DTSC authority to adopt regulations to

execute its duties. (Note: this section enacted by Gov. Reorg Plan 1, see http://www.dtsc.ca.gov/LawsRegsPolicies/upload/OEARA_REG_GRP1.pdf)

These regulations implement, interpret, or make specific the following:

Health and Safety Code section 25245, 25200.10, and 25355.2.

INFORMATIVE DIGEST/POLICY STATEMENT OVERVIEW

Existing Law

At some point in time all hazardous waste facilities will cease operations. To protect human health and the environment from the negative impacts of abandoned hazardous waste sites, California law and regulations requires owners and operators of hazardous waste facilities to provide financial assurance for the closure and post-closure care of these facilities. The intent of these statutes and regulations is to ensure that the financial burden of closure and post-closure is borne by the party that caused and benefitted from the hazardous waste operation and not by the people or the State.

The owner or operator of a hazardous waste facility is required by regulation to develop a cost estimate for carrying out all necessary activities to clean and close the hazardous waste operations, as well as for monitoring and oversight of the closed facility if the closure plan calls for any waste or other contamination to remain in place. These costs must address the use of a third party to carry out all closure and post-closure activity. These cost estimates must be reviewed and updated annually.

Operators of active hazardous waste management facilities must additionally provide for up to \$2 million in liability coverage for damages to third parties for sudden accidental occurrences, and if a land treatment or land disposal unit, must provide up to an additional \$6 million in coverage for non-sudden accidental occurrences.

The following financial assurance mechanisms are available to a facility owner or operator to demonstrate financial assurance. None of these mechanisms require that any of the required financial assurance be held as liquid assets.

1. **Trust Fund** is an agreement between three parties wherein the owner or operator of a facility (the Grantor) sets aside a specific amount of cash or funds, which are held in trust by a third party (the Trustee) for the purpose of paying closure and post-closure expenses.
2. **Letter of Credit (LOC)** is a document issued by a bank or other financial institution that guarantees the payment of a customer's obligation for up to a stated dollar amount for a specified time.

3. **Surety Bond** is an agreement between two parties, similar to an LOC,. One party (the Surety) guarantees that the financial obligations of the second party (the Principal) will be met.
4. **Insurance is an agreement** where one party (the Insurer) agrees to pay, on behalf of a second party (the Policyholder) for claims made against the Policyholder or the policy.
5. **Financial Test** is a form of self-insurance where the owner or operator of a facility is not required to arrange with a third party or set aside cash funds for closure, post-closure, corrective action, or liability costs, provided that the owner or operator can pass one of two financial strength tests.
6. **Corporate Guarantee** is a form of the Financial Test in which a third party – either the direct or higher-tier parent corporation of the owner/operator, a firm whose parent corporation is also the parent corporation of the owner/operator, or a firm with a “substantial business relationship” with the owner/operator – “stands in the shoes” of the owner/operator in providing a guarantee that costs of closure, post-closure care, corrective action, and/or third party liability will be paid in the event that the owner/operator is unable to do so.

Captive Insurance

Current regulations allow for a “captive insurance company”, which is a corporation organized for the purpose of insuring the liabilities of its owner. Therefore, a possibility may occur where the insured is both the sole shareholder and only customer of the captive. Other possibilities include less than 100% ownership or more than a single customer, although at some point the term “captive” is no longer appropriate. In the case of a “pure” or “single parent” captive insurer, the financial stability of the third party is completely dependent on the financial health of the parent. Commonly, the assets of such captive insurance companies consist only of the unsecured obligations of the parent facility. Thus, a failure of the parent facility will necessarily cause a failure of the captive insurer.

Financial Test

An owner or operator of a facility must satisfy the ratio test for liabilities or meet a rating standard for the most recent bond issuance and demonstrate a minimum tangible net worth of \$10 million. The financial test requires that assets pledged for financial assurance be compared to the owner or operator’s environmental obligations at the individual facility, each facility is judged individually and the same assets could be pledged for multiple facilities.

The existing regulation requires that there be a statement in the “special report from the owner’s or operator’s independent certified public accountant to the owner or operator”,

that "no matters came to the independent certified public accountant's attention which caused that accountant to believe that the specified data should be adjusted".

Postclosure Care

Existing California law requires postclosure care of hazardous waste management units where hazardous wastes are not removed during the closure of the unit and requires postclosure cost estimates for the cost of maintenance and monitoring of groundwater and the environment after closure. Facilities must be closed and maintained for at least 30 years in a manner that protects human health and the environment and minimizes or eliminates the escape of leachate, contaminated rainfall, and waste to ground and surface waters and to the atmosphere.

Corrective Action

An owner or operator of a facility seeking a permit for the transfer, treatment, storage, or disposal of hazardous waste must perform corrective action as necessary to protect the human health and the environment for all releases of hazardous waste from any solid or hazardous waste management unit at that facility.

These California regulations are based on, but are not identical to, the following federal regulations: 40 Code of Federal Regulation parts 264 and 265.

Policy Statement Overview

Broad Objectives: The objectives of these regulation changes are to make the financial assurances more certain so that State funds will not be needed to compensate injured parties or to close facilities in an environmentally protective manner. The regulations also are intended to account for changed financial conditions since the original regulations were adopted and for inflation.

Proposed Regulations

The proposed regulations would make changes to two financial assurance mechanisms (insurance and the financial test) for closure, postclosure care and liability requirements; postclosure care period requirements; and financial assurance for corrective action at hazardous waste facilities. Specific changes are discussed below.

Insurance

Current regulations require that "At a minimum, the insurer shall be licensed to transact the business of insurance, or eligible to provide insurance as an excess or surplus lines insurer, in one or more States." DTSC proposes to require that the insurer be licensed in the State of California or eligible to provide excess or surplus lines of insurance in the State of California. This section further requires that excess or surplus lines of insurance be issued through a broker licensed by the California Department of

Insurance. The proposed changes to this financial assurance mechanism requires amendments to various form language in section 66264.151.

Financial Test

DTSC proposes to make the following changes to the financial test.

1. Add a requirement to demonstrate a minimum financial credit rating to the ratio test, this is equivalent to an existing requirement in the bond test.
2. Increase the minimum tangible net worth that must be demonstrated from \$10 million to \$20 million, to account for inflation.
3. Require that assets pledged for financial assurance be compared to the total of the owner or operator's environmental obligations.
4. Require that the bond test be evaluated against the most senior issued bond, thus making the test more relevant to the long term financial health of the facility.
5. Require that the independent certified public accountant identify the specific accounting standards and guidance relied upon to prepare the report examining a facility owner or operator's financial statements.
6. Require that 20% of the required financial assurance be held in a trust fund.
7. Amends various form language in section 66264.151 to reflect 1-6 above.

Postclosure Care Period Clarification

DTSC proposes that the current postclosure period of 30 years be clarified to a period to be determined by DTSC on a case-by-case basis and upon permit renewal to ensure that postclosure care continues until there is no longer a threat to human health or the environment. DTSC also proposes that the postclosure cost estimate use a time factor of 30 years and that the cost estimate may be recalculated with the 30 year time period reset upon permit issuance or renewal.

Financial Assurance for Corrective Action

DTSC proposes to clarify when financial assurance for corrective action must be demonstrated.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) COMPLIANCE

DTSC has found this rulemaking project to be exempt under CEQA. A draft of the Notice of Exemption (NOE) is available for review with the rulemaking file and the NOE will be filed with the State Clearinghouse when the regulations are adopted.

PEER REVIEW

Under the provisions of Health and Safety code section 57004, peer review is not required because the proposed regulations do not establish a regulatory level, standard or other requirement subject to scientific peer review.

BUSINESS REPORT

DTSC has determined that this rulemaking will not require businesses to write a new report, as defined by Government Code section 11346.3(c).

FISCAL IMPACT ESTIMATES:

Mandates on Local Agencies and School Districts: DTSC has made a preliminary determination that adoption of these regulations will create no new local mandates.

Estimate of Potential Cost or Savings to Local Agencies Subject to Reimbursement: DTSC has made a preliminary determination that adoption of these regulations will not impose a local mandate or result in costs subject to reimbursement pursuant to part 7 of division 4, commencing with section 17500, of the Government Code or other nondiscretionary costs or savings to local agencies.

Cost or Savings to Any State Agency: DTSC has made a preliminary determination that the proposed regulations will have no impact on State revenue or costs.

Cost or Savings in Federal Funding to the State: DTSC has made a preliminary determination that the proposed regulations will have no impact on Federal revenue or costs.

Effect on Housing Costs:

DTSC has made an initial determination that there will be no impact on housing costs.

Cost Impacts on Representative Private Persons or Businesses:

A representative large California corporation would incur a yearly cost of \$2,002,974 over a ten year period, and a representative smaller company would incur a yearly cost of \$1,025 over a ten year period.

Significant Statewide Adverse Economic Impact on Businesses:

DTSC has made an initial determination that the proposed regulations will not have a significant statewide adverse economic impact directly affecting businesses, including

the ability to compete with businesses in other states. Analysis showed that the impact on the change in net income for both a representative large corporation (net income reduced by 0.0107%) and a small corporation (net income reduced by 0.001%) is negligible.

Assessment Statement:

- (A) **Creation or elimination of jobs within California** – DTSC has made a preliminary determination that no jobs will be created or eliminated in California as a result of the proposed regulations.
- (B) **Creation of new businesses or the elimination of existing businesses within California** – DTSC has made a preliminary determination that no businesses will be created or eliminated in California as a result of the proposed regulations.
- (C) **Expansion of businesses currently doing business in California** – DTSC has made a preliminary determination that no businesses in California will be expanded as a result of the proposed regulations.

Effect on Small Businesses:

DTSC has determined that provisions of this rulemaking will not have an effect on small businesses. No small businesses are affected by the proposed changes to the two financial assurance mechanisms (insurance and the financial test) for closure, postclosure care and liability requirements. DTSC only proposes to clarify when financial assurance for corrective action must be demonstrated; DTSC is not proposing any new requirements for corrective action. The proposed changes to the current postclosure period would remove ambiguity in the regulations.

CONSIDERATION OF ALTERNATIVES

DTSC must determine that no reasonable alternative it considered or that has otherwise been identified and brought to the attention of DTSC would be more effective in carrying out the purpose for which the action is proposed, or would be as effective and less burdensome to affected private persons than the proposed action. DTSC invites interested persons to present arguments, with respect to the various options, at the scheduled hearing, or during the written comment period.

AVAILABILITY OF TEXT OF REGULATIONS AND STATEMENT OF REASONS

Copies of the Notice, Initial Statement of Reasons and the text of the proposed regulations are posted to DTSC's Internet site at <http://www.dtsc.ca.gov> or may be obtained from Matt Rosenberg of DTSC's Regulations Section as specified below. The information upon which DTSC relied is also available at the address listed below.

POST-HEARING CHANGES

After the close of the comment period, DTSC may adopt the proposed regulations. If substantial changes are made, the modified text will be made available for comment for at least 15 days prior to adoption. Only persons who request the specific proposed regulations, attend the hearing, or provide written comments on these specific regulations will be sent a copy of the modified text, if substantive changes are made.

Once regulations have been adopted, DTSC prepares a Final Statement of Reasons which updates the Initial Statement of Reasons, summarizes how DTSC addressed comments and includes other materials, as required by Government Code section 11346.9. Copies of the Final Statement of Reasons may be obtained from Matt Rosenberg at the address listed below. A copy of the Final Statement of Reasons will also be posted on DTSC's Internet site at <http://www.dtsc.ca.gov>, along with the date the rulemaking is filed with the Secretary of State and the effective date of the regulations.

CONTACT PERSONS

Inquiries regarding technical aspects of the proposed regulations or CEQA documents may be directed to James Grace of DTSC at (916) 255-3647 or, if unavailable, Nancy Long of DTSC at (916) 324-4154. However, such oral inquiries are not part of the rulemaking record.

Statements, arguments or contentions regarding the rulemaking and/or supporting documents must be submitted in writing or may be presented orally or in writing at the public hearing in order for them to be considered by DTSC before it adopts, amends or repeals these regulations. To be included in this regulation package's mailing list, and to receive updates of this rulemaking, please visit <http://www.calepa.ca.gov/Listservs/dtsc/> and subscribe to the applicable Listserv. You may also leave a message on the DTSC mailing list phone line at (916) 324-9933 or e-mail: regs@dtsc.ca.gov.

Please direct all written comments, procedural inquiries and requests for documents by mail, e-mail or fax to:

Matt Rosenberg, Regulations Coordinator
Regulations Section
Department of Toxic Substances Control

Mailing Address: P.O. Box 806
Sacramento, CA 95812-0806



SAN FRANCISCO PLANNING DEPARTMENT

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SAN FRANCISCO

BOS-11

2009 APR -8 AM 11:17

BY

[Signature]

(3)

April 6, 2009

Dear Community Leader,

We are writing to update you on our Housing Element citywide outreach as we have made a few changes to the schedule that affects your neighborhood. In order to hear from as many people as possible we have been added to the agenda of the Potrero Hill Boosters meeting on **APRIL 28, 2009 at 7:00 pm**. The meeting will be at the **POTRERO HILL NEIGHBORHOOD HOUSE** at 953 De Haro Street.

1650 Mission St.
Suite 400
San Francisco,
CA 94103-2479

Reception:
415.558.6378

Fax:
415.558.6409

Planning
Information:
415.558.6377

We have canceled the community meeting that was scheduled for April 13, 2009. Given all of the planning and community efforts that the neighborhood is currently working on, and the fact that we do not wish to overburden the community with too many community meetings, it seems best to simply work within each organization's ongoing meeting structure instead.

If you are unable to attend the Potrero Hill Boosters meeting, or if you would like us to attend your neighborhood organization's meeting, please contact us. We would be more than happy to attend your meeting and gather feedback from your organization's members.

Additionally, your members can contribute through our website and e-mail. We encourage people to sign up for our mailing list, which can be done on our website: <http://housingelement2009.sfplanning.org/>. Our website also has a short survey in which people can provide feedback to us on their thoughts and concerns around housing.

Your feedback and engagement is invaluable to this process. So thanks in advance for participating!

Sincerely,

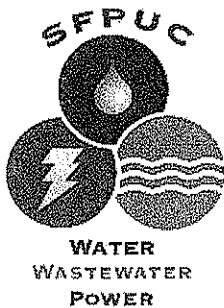
Sarah Dennis

Sarah Dennis

Senior Planner

Housing Element Materials and Meetings are available for translation in Cantonese, Spanish, and American Sign Language, use of a reader during a meeting, or a sound enhancing system. If you plan to attend a meeting and would like to request one of these services, please call 415-575-9065 72 hours in advance of the meeting. Para información en Español llamar al: 558.6473. Para sa impormasyon sa Tagalog tumawag sa: 558.6473. 中文詢問請電: 558.6382

(3)



SAN FRANCISCO PUBLIC UTILITIES COMMISSION

1155 Market St., 11th Floor, San Francisco, CA 94103 • Tel. (415) 554-3155 • Fax (415) 554-3161 • TTY (415) 554.3488



April 7, 2009

GAVIN NEWSOM
MAYOR

ANN MOLLER CAEN
PRESIDENT

F.X. CROWLEY
VICE PRESIDENT

FRANCESCA VIETOR
COMMISSIONER

JULIET ELLIS
COMMISSIONER

ED HARRINGTON
GENERAL MANAGER

Ms. Angela Calvillo
Clerk of the Board of Supervisors
Dr. Carlton B. Goodlett Place
Room 244
San Francisco, CA 94102-4689

Re: Board of Supervisors Request 20090210-002 (Supervisor Duffy)

Dear Ms. Calvillo:

The 525 Golden Gate project consists of a new 12-story office building that will house the San Francisco Public Utilities Commission (SFPUC) administration offices and its critical Supervisory Control and Data Acquisition (SCADA) system that monitors and controls the SFPUC's water transmission and distribution system. The project promises to be the most innovative and greenest office building in the country.

In 2006, the Department of Children, Youth & Their Families (DCYF) worked with the SFPUC on a plan that would expand the quantity and quality of child care in the building. The concept of a Child Development Center (CDC) involved the implementation of architectural programming in support of the Reggio Emilia methodology of child development. The architectural requirements center around additional space per child, and an emphasis on the adjacencies of the spaces within the facility.

A Construction Manager/General Contractor (CM/GC) was brought onto the project in January, 2008, and cost estimates were developed from the Design Development drawings by both the CM/GC and an independent cost estimator. The project was found to be substantially over the \$190,600,000 budget, estimated at over \$250,000,000, and a series of cost cutting measures were developed.

Phase I Cost Reduction - Systems

The cost control exercise followed a very deliberate course of action, which emphasized the need to maintain certain core deliverables. Central to that core are the building features which directly address the conservation and generation of energy; the conservation and reuse of water; the treatment and reuse of wastewater; and the reduction and reuse of resources required for the construction of the building.

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BY MS

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Areas of the budget exceeding industry standard cost thresholds were reviewed first, including the costs of the building envelope, mechanical systems, and electrical systems. The project team also explored the costs of interior finish materials within the building. The finish materials were reviewed against the programmatic needs, and where the cost exceeded the need, the materials were modified to more cost-effective alternatives.

The cumulative system changes allowed the reduction of approximately \$30,000,000 in costs, far short of what was required to reconcile the design with the budget.

Phase II Cost Reduction - Program

The next step was a review of the program directives. Removal of SCADA was briefly discussed, and rejected as being too critical to move off site. The need for SCADA to survive a major seismic event was an original project criterion, as was the need to provide safe post-earthquake occupancy to the CDC. The project team began to question to what extent the seismic design could be fine-tuned to provide the required protection without going further than necessary.

The search for cost-effective alternatives led to a concrete structure that includes both vertical and horizontal post-tensioning, resulting in substantial cost savings. The total savings realized from the concrete design change totaled approximately \$6,000,000.

Additional isolated programmatic changes were made, primarily dealing with simplification of vertical conveyance within the building. Consolidation of staircases and the reduction in the number of elevators serving the basement resulted in additional cost savings of \$2,600,000.

Attention then focused on the location of Customer Service on the second floor of the building, which drove up costs due to the conflicting requirements of public access and security. But the CDC required program space on the first floor of the building (allowing access to outdoor playground space), as well as some unique system requirements. Accommodating the CDC on the first floor eliminated valuable program space in order to provide completely separate public access stairs and elevators, in addition to the significant added cost of those items. Security measures for public access to the Customer Service and public hearing room on the second floor added cost and complexity as well.

The project team began evaluating alternate locations for the CDC, and as a result was able to likewise evaluate Customer Service in a much more functional first floor location. The reallocation of space on the first floor would also allow the relocation of the conference and hearing rooms that

needed to be accessible to the public. That process was ultimately completed by removing the parking from the basement to free program space, and in turn save cost.

There are also ancillary benefits to the mechanical systems supporting the basement area, resulting in more energy efficient systems. As with the change of the structural system to concrete, there was a snowballing effect of cost savings related to the changes in program on the first floor. The cumulative impact of all changes related to this re-programming effort resulted in cost savings of \$2,300,000 (exclusive of operating costs associated with the CDC).

The benefits of these changes were problematic for the CDC. Mounting budget pressure and multiple logistical problems led to the removal of the CDC. But as with the system changes, the cumulative program change savings of \$10,900,000 was not enough to reconcile the design with the budget and the next step was to challenge the sustainability aspects of the project.

Phase III Cost Reduction - Sustainability

The review of possible cost reduction within the core deliverables was seriously considered only after working through the available opportunities within Systems and Programs.

The mechanical system was originally designed to incorporate natural ventilation via localized fresh air supply at the building perimeter on each floor. This design was found to be expensive, and has been revised to provide centralized fresh air supply. In addition, automated operable windows were removed from the building envelope in favor of manually operable windows.

Likewise, the approach to daylighting on the south elevation was revised to eliminate an automated operable light shelf. The project team found the gain in daylight harvesting was not supported by the cost of the system to achieve it. Building-integrated photovoltaics were also found to be high-cost and low-efficiency, and prevented the replacement of the panels as newer, more efficient technology is developed.


In the case of the wind turbines at the roof, the highly efficient PV array on the roof was found in wind tunnel testing to degrade the performance of the roof wind turbines, to the point that the cost-benefit of the turbines was questionable with current technology, so the roof wind turbines were removed from the project. The changes related to sustainability issues resulted in a cost savings of \$14,800,000.

In summary, the changes implemented to-date have reduced nearly \$56,000,000 of cost from the project, bringing the project back in line with previous estimates. Though the cost reductions were vital for the building to proceed, the SFPUC needs to find additional revenues or other sources of funds to bridge the still existing gap in dedicated funding for the revised building.

As the building project and cost analyses progress, SFPUC is committed to working with you to determine alternative options for child care at this site or at a nearby site.

Please don't hesitate to contact me if you have additional questions.

Regards,



Ed Harrington
General Manager

c: Supervisor Bevan Dufty
Laura Spanjian

Apr. 7. 2009 3:54PM

No. 1768 P. 3

**CITY AND COUNTY OF SAN FRANCISCO
HUMAN RIGHTS COMMISSION****S.F. ADMINISTRATIVE CODE CHAPTERS 12B and 14B
WAIVER REQUEST FORM
(HRC Form 201)****► Section 1. Department Information**

Department Head Signature: _____

Name of Department: Muni

Department Address: One South Van Ness, Rm 1058, San Francisco, CA 94103

Contact Person: Hermilo Rodis/Bart Murphy

Phone Number: (415) 701-4705

Fax Number: (415) 701-4729

FOR HRC USE ONLY
Request Number: _____

► Section 2. Contractor Information

Contractor Name: Alstom Signaling, Inc.

Contact Person: Barbara Puffer

Contractor Address: P.O. Box 20600, Rochester, NY 14602

Vendor Number (if known): 08177

Contact Phone No.: (800) 717-4477

► Section 3. Transaction Information

Date Waiver Request Submitted: 4/7/09

Type of Contract: Purchase Order

Contract Start Date: When approved
\$3,395.62

End Date: 14 wks ARO

Dollar Amount of Contract:

► Section 4. Administrative Code Chapter to be Waived (please check all that apply)☒ Chapter 12B☐ Chapter 14B Note: Employment and LBE subcontracting requirements may still be in force even when a 14B waiver (type A or B) is granted.**► Section 5. Waiver Type (Letter of Justification must be attached, see Check List on back of page.)**☐ A. Sole Source☐ B. Emergency (pursuant to Administrative Code §8.60 or 21.15)☐ C. Public Entity☒ D. No Potential Contractors Comply – Copy of waiver request sent to Board of Supervisors on: 4/7/09☐ E. Government Bulk Purchasing Arrangement – Copy of waiver request sent to Board of Supervisors on:☐ F. Sham/Shell Entity – Copy of waiver request sent to Board of Supervisors on:☐ G. Local Business Enterprise (LBE) (for contracts in excess of \$5 million; see Admin. Code §14B.7.1.3)☐ H. Subcontracting Goals**HRC ACTION**12B Waiver Granted: _____
12B Waiver Denied: _____14B Waiver Granted: _____
14B Waiver Denied: _____

Reason for Action: _____

HRC Staff: _____ Date: _____

HRC Staff: _____ Date: _____

HRC Director: _____ Date: _____

DEPARTMENT ACTION – This section must be completed and returned to HRC for waiver types D, E & F.

Date Waiver Granted: _____ Contract Dollar Amount: _____

Apr. 7. 2009 3:54PM

No. 1768 P. 2

Municipal Transportation Agency
Purchasing Department
One South Van Ness, Room 3097
San Francisco, CA 94103


**City and County of
San Francisco**

Memo

Date: April 7, 2008

To: Tamra Winchester

FAX (415) 431-5764

From: Hermilo Rodis, Purchaser 
S.F. Municipal Transportation Agency

Subject: Waiver Request for Alstom Signaling, Inc.: ITSF09000549/SQ - RQPT09018365/66

On March 17, 2009, the Office of Contract Administration publicly solicited for Alstom Parts for the San Francisco Municipal Transportation Agency. The sole bid received was from Alstom Signalling, Inc., a non-compliant vendor.

The vendor was sent a 10-day notification of NON-RESPONSIVENESS stating that they had to comply in 10-days with the requirements of San Francisco regarding the requirements of Admin. Code 12B. As of today's date, they did not respond and therefore continue to be non-compliant to the City's requirements.

To proceed with these requirements for the SFMTA, it is necessary to request that the Human Rights Commission grant a waiver per the requirements of Chapter 12B of the Admin. Code.

Once approved, please fax the waiver to my attention at 701-4729.

Thank You.

Apr. 7. 2009 3:54PM

No. 1768 P. 1

Municipal Transportation Agency
Purchasing Department
One South Van Ness, Room 3097
San Francisco, CA 94103

**City and County of
San Francisco**

Memo

Date: April 7, 2009

To: Clerk, Board of Supervisors

(415) 554-5163

From: Hermilo Rodis, Purchaser 
S.F. Municipal Transportation Agency

Subject: Award of Purchase Order to Non-Compliant Vendor (Equal Benefits)
(Reference RQPT09018365 & RQPT09018366 / ITSF09000549/SQ)

This memo serves as notification that an award of a purchase order for "Alstom Parts" to Alstom Signaling Co. will be made upon approval of the "No Potential Contractors Comply Waiver" by the Human Rights Commission.

Please reference the attached copies of the waiver request and supporting justification.

City and County of San Francisco



Gavin Newsom, Mayor
Edward D. Reiskin, Director

Barbara L. Moy
875 Stevenson Street, Room 460
San Francisco, CA 94103

PH 415.554.5810
www.sfdpw.org

Department of Public Works
Fred V. Abadi, Ph.D., Deputy Director

Architecture Bureau
Gary Hoy

Construction Management
Donald J. Eng, P.E.

Engineering Bureau
James Chia

Project Management Bureau
Edgar A. Lopez

Street Use and Mapping Bureau
Barbara L. Moy

DATE: April 6, 2009
TO: Board of Supervisors [Board.of.Supervisors@sfgov.org]
FROM: Grace Moore for Ed Reiskin
The Department of Public Works
RE: NOTICE # 20090303-001

(6)

Routine inspections are conducted at the locations indicated below. Citations are issued to publishers for free standing news racks not in compliance with the regulations regarding news racks. Publishers are allowed 10 business days to correct each violation. If appropriate and in accordance to Article 5.4 Section 184 of the Public Work's code, free standing news racks can legally be seized by the Department of Public Works for non compliance.

Follow up Inspections are scheduled for these locations April 20th thru 30th

INSPECTION LOCATION	DATE
<u>San Francisco Bay Guardian:</u>	
Southeast corner of Fillmore and Post	3.11.09
Southwest corner of Divisadero and Sutter	3.11.09
9 th Avenue and Judah (near bus stops)	4.3.09
7 th Avenue and Irving (near bus stops)	4.3.09
Northwest corner of Hayes and Fillmore	3.31.09
Southeast corner of Fillmore and Haight	3.11.09
<u>San Francisco Chronicle:</u>	
Northwest corner of Fillmore and Hayes	3.31.09
Southeast corner of Haight and Fillmore	3.11.09
Irving and 9 th Avenue	4.3.09
Irving and 7 th Avenue	4.3.09
Southwest corner of Haight and Clayton	3.31.09
<u>Examiner:</u>	
Northwest corner of Fillmore and Hayes	3.31.09
Southeast corner of Haight and Fillmore	3.11.09
<u>SF Daily:</u>	
Northwest corner of Hayes and Gough	3.31.09
<u>City Star:</u>	
Northwest corner of Hayes and Gough	3.31.09
Southeast corner of Fillmore and Haight	3.11.09
<u>SF Weekly:</u>	
Southeast corner of Masonic and Haight	3.31.09
Southeast corner of Haight and Fillmore	3.11.09

Copies of citations are available upon request.

"IMPROVING THE QUALITY OF LIFE IN SAN FRANCISCO" We are dedicated individuals committed to teamwork, customer service and continuous improvement in partnership with the community.
Customer Service Teamwork Continuous Improvement

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City and County of San Francisco



Gavin Newsom, Mayor
Edward D. Reiskin, Director

Barbara L. Moy
875 Stevenson Street, Room 460
San Francisco, CA 94103

PH 415.554.5810
www.sfdpw.org



Department of Public Works
Fred V. Abadi, Ph.D., Deputy Director

Architecture Bureau
Gary Hoy

Construction Management
Donald J. Eng, P.E.

Engineering Bureau
James Chia

Project Management Bureau
Edgar A. Lopez

Street Use and Mapping Bureau
Barbara L. Moy

DATE: April 6, 2009
TO: Board of Supervisors [Board.of.Supervisors@sfgov.org]
FROM: Grace Moore for Ed Reiskin
The Department of Public Works
RE: NOTICE # 20090317-005

7

Routine inspections are conducted at the locations indicated below. Citations are issued to publishers for free standing news racks not in compliance with the regulations regarding news racks. Publishers are allowed 10 business days to correct each violation. If appropriate and in accordance to Article 5.4 Section 184 of the Public Work's code, free standing news racks can legally be seized by the Department of Public Works for non compliance.

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DATE

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Southeast corner of Fillmore and Post	3.11.09
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7 th Avenue and Irving (near bus stops)	4.3.09
Northwest corner of Hayes and Fillmore	3.31.09
Southeast corner of Fillmore and Haight	3.11.09

San Francisco Chronicle:

Northwest corner of Fillmore and Hayes	3.31.09
Southeast corner of Haight and Fillmore	3.11.09
Irving and 9 th Avenue	4.3.09
Irving and 7 th Avenue	4.3.09
Southwest corner of Haight and Clayton	3.31.09

Examiner:

Northwest corner of Fillmore and Hayes	3.31.09
Southeast corner of Haight and Fillmore	3.11.09

SF Daily:

Northwest corner of Hayes and Gough	3.31.09
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City Star:

Northwest corner of Hayes and Gough	3.31.09
Southeast corner of Fillmore and Haight	3.11.09

SF Weekly:

Southeast corner of Masonic and Haight	3.31.09
Southeast corner of Haight and Fillmore	3.11.09

Copies of citations are available upon request.

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Customer Service Teamwork Continuous Improvement

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City and County of San Francisco



Gavin Newsom, Mayor
Edward D. Reiskin, Director

Barbara L. Moy
875 Stevenson Street, Room 460
San Francisco, CA 94103

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Gary Hoy

Construction Management
Donald J. Eng, P.E.

Engineering Bureau
James Chia

Project Management Bureau
Edgar A. Lopez

Street Use and Mapping Bureau
Barbara L. Moy

DATE: April 6, 2009
TO: Board of Supervisors [Board.of.Supervisors@sfgov.org]
FROM: Grace Moore for Ed Reiskin
The Department of Public Works
RE: NOTICE # 20090324-002

8

Routine inspections are conducted at the locations indicated below. Citations are issued to publishers for free standing news racks not in compliance with the regulations regarding news racks. Publishers are allowed 10 business days to correct each violation. If appropriate and in accordance to Article 5.4 Section 184 of the Public Work's code, free standing news racks can legally be seized by the Department of Public Works for non compliance.

Follow up Inspections are scheduled for these locations April 20th thru 30th

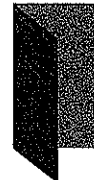
INSPECTION LOCATION	DATE
<u>San Francisco Bay Guardian:</u>	
Southeast corner of Fillmore and Post	3.11.09
Southwest corner of Divisadero and Sutter	3.11.09
9 th Avenue and Judah (near bus stops)	4.3.09
7 th Avenue and Irving (near bus stops)	4.3.09
Northwest corner of Hayes and Fillmore	3.31.09
Southeast corner of Fillmore and Haight	3.11.09
<u>San Francisco Chronicle:</u>	
Northwest corner of Fillmore and Hayes	3.31.09
Southeast corner of Haight and Fillmore	3.11.09
Irving and 9 th Avenue	4.3.09
Irving and 7 th Avenue	4.3.09
Southwest corner of Haight and Clayton	3.31.09
<u>Examiner:</u>	
Northwest corner of Fillmore and Hayes	3.31.09
Southeast corner of Haight and Fillmore	3.11.09
<u>SF Daily:</u>	
Northwest corner of Hayes and Gough	3.31.09
<u>City Star:</u>	
Northwest corner of Hayes and Gough	3.31.09
Southeast corner of Fillmore and Haight	3.11.09
<u>SF Weekly:</u>	
Southeast corner of Masonic and Haight	3.31.09
Southeast corner of Haight and Fillmore	3.11.09

Copies of citations are available upon request.

"IMPROVING THE QUALITY OF LIFE IN SAN FRANCISCO" We are dedicated individuals committed to teamwork, customer service and continuous improvement in partnership with the community.
Customer Service Teamwork Continuous Improvement

8

Opening the Door
to Your Success



April 7, 2009

File: 090225
C: Land Use Comm + il
San Francisco Clerk
Association of
REALTORS epage

Sup. Maxwell
sup ma
sup chui

(9)

Clerk of the Board
Board of Supervisors
City and County of San Francisco
Room 244, 1 Dr. Carlton B. Goodlett Place
San Francisco, California 94102-4689

To Whom It May Concern::

Supervisor Sophie Maxwell has proposed amendments to the city's water conservation ordinance that, among other things, would require the owners of residential property to replace existing toilets with toilets that consume 1.6 gallons per flush or less (so-called ultra low-flow toilets) whenever title to such property changes hands.

We cannot take exception to the need to reduce the city's potable water use. But requiring the replacement of toilets at the time of sale strikes us as being an ineffective approach to accomplishing a desired result. On average, only about 6,600 residential properties change hands every year in San Francisco. That is only 2% of the city's housing supply. At that rate, it will take 50 years for all of the city's toilets to be replaced with ultra low-flow toilets (assuming that each property has at least two toilets). If the objective of Supervisor Maxwell's proposed amendments is to reduce the city's potable water use, requiring replacement of toilets at the time of sale will not accomplish the desired result.

We believe a far more effective approach to the reduction of water consumption is for the city to continue providing incentives for consumers to voluntarily replace existing toilets with those that consume no more than 1.6 gallons per flush. Particularly with the attention the current draught is receiving and the increased awareness of the need for reducing the consumption of potable water, such an approach holds a greater promise of accomplishing the desired result than by Supervisor's Maxwell's proposed amendments as they relate to the point of sale compliance.

Sincerely yours,

James C. Fabris
Chief Executive Officer

cc: Mayor Gavin Newsom

www.sfrealtors.com

(9)

301 Grove Street
San Francisco
CA 94102

P: 415.431.8500
F: 415.553.3968

RECEIVED
BOARD OF SUPERVISORS
SAN FRANCISCO

2009 APR -7 PM 3:11

BY 

Gavin Newsom | Mayor

Tom Nolan | Chairman

Rev. Dr. James McCray Jr. | Vice-Chairman

Cameron Beach | Director

Shirley Breyer Black | Director

Malcolm Heinicke | Director

Jerry Lee | Director

Bruce Oka | Director

Nathaniel P. Ford Sr. | Executive Director/CEO

March 23, 2009

Angela Calvillo
Clerk of the Board
City Hall
1 Dr. Carlton B. Goodlett Place, Room 244
San Francisco, CA 94102

RE: 20090127-008

Dear Ms. Calvillo:

This is in response to Supervisor Carmen Chu's January 27, 2009 inquiry requesting the feasibility of establishing various STOP signs within the Sunset District. We apologize for the delay of our response.

Based on our investigation, we do not recommend installing additional STOP signs to stop 30th Avenue at Pacheco Street at this time. STOP signs are primarily used to define right-of-way at intersections where right-of-way may be unclear. Our observations indicate that motorists do not have any trouble interpreting the right-of-way rules at this intersection. These observations are further substantiated by the good safety record at this intersection over the last five years, according to the San Francisco Police Department's reports.

With regard to the installation of additional STOP signs at the intersection of 45th Avenue and Lawton Street, our observations indicate that this intersection is already All-Way STOP controlled. We do not recommend additional traffic control devices for this intersection at this time.

If you have any questions, please contact Cesario Agudelo of my staff at 701-4596.

Sincerely,



Bond M. Yee
Director, Parking and Traffic

c: The Honorable Carmen Chu, Member, Board of Supervisors
Janet Martinsen, Municipal Transportation Agency

BMV:TF:CA
090361

(10)

(10)



kimo <
Sent by:

04/09/2009 10:30 AM

Please respond to

To Doug Comstock <dougcoms@aol.com>, Richard Knee
<rak0408@earthlink.net>, Rick.Galbreath@sfgov.org, Ross
Mirkarimi <Ross.Mirkarimi@sfgov.org>, Terry Francke

cc

bcc

Subject Newsom takes credit for more SFGTV video online than
other governments - yet ignores Sunshine Mandate

(11)

Newsom though his veto which was overridden by the BOS continues to refuse to record many meetings in city hall as mandated now under Sunshine- Research has shown that contrary to claims, there would be no additional staff or other costs required to implement the mandate - yet many meetings are not recorded as is required. - see Press Releases below essentially claiming the opposite!

"(c) Every City policy body, agency or department shall audio or video record every noticed regular meeting, special meeting, or hearing open to the public held in a City Hall hearing room that is equipped with audio or video recording facilities, except to the extent that such facilities may not be available for technical or other reasons. Each such audio or video recording shall be a public record subject to inspection pursuant to the California Public Records Act (Government Code Section 6250 et seq.), and shall not be erased or destroyed. The City shall make such audio or video recording available in digital form at a centralized location on the City's web site (www.sfgov.org) within seventy-two hours of the date of the meeting or hearing and for a period of at least two years after the date of the meeting or hearing. "

San Francisco Is Tops in Streaming Video

04 Mar 2009

by: <http://www.governmentvideo.com/articlenews/79870>

The City and County of San Francisco is claiming the distinction of posting more meetings online than any other government channel—some 2,371 archived meetings as of Feb. 20.

The city is using the services of a home-grown company, Granicus, whose software and services help agencies set up online repositories of government Webcasts and digital documents—cross-linked and keyword-searchable. Granicus proclaimed San Francisco the top streamer.

"I am committed to making San Francisco the most transparent government in the country," said San Francisco Mayor Gavin Newsom. "In order to nurture an informed electorate it is critical that government make content easily accessible through video, interactive media, and other relevant

(11)

090315



kimo
Sent by:

04/09/2009 03:19 PM

Please respond to

To Boe Hayward <boe.hayward@sfgov.org>, Bevan Dufty
<Bevan.Dufty@sfgov.org>, Pro-SF <home@prosf.org>,
Allen Grossman >, Joe Lynn

cc

bcc

Subject Thank you Sup. Dufty for your blockbuster hearing re MTA
work orders!

12

I appreciate you and the other Supervisors for having yesterday's probing hearing on this matter. I am disappointed that the San Francisco Chronicle has not given this story significantly more coverage.

Apparently the online media has done an excellent job covering this:

[http://sfappeal.com/news/2009/04/are-we-the-only-ones-who-think-this-is-funny.p
hp](http://sfappeal.com/news/2009/04/are-we-the-only-ones-who-think-this-is-funny.php)

"The day after public revelations like how every time you call 311 about Muni, an
angel gets his wings, it costs the transit agency \$1.96, "

For those of you who have not seen the hearing you may watch or download it
here: "(Apr 08, 2009 Posted 1:45"

[http://207.7.154.96:443/MediaVault/Download.aspx?server=sanfrancisco.granicus
.com&clip_id=7581&type=.wmv](http://207.7.154.96:443/MediaVault/Download.aspx?server=sanfrancisco.granicus.com&clip_id=7581&type=.wmv)

Sincerely,

Kimo Crossman
San Francisco

12



Perry Gale

04/12/2009 07:08 PM

Please respond to

To board.of.supervisors@sfgov.org

cc

bcc

Subject Restore Sharp Park

Received 64
letters this
Week

13

Thank you for taking the first step to transform our publicly owned land at Sharp Park from an exclusive, underused, and budget-breaking golf course into a community-centered model for endangered species recovery, natural flood control, outdoor recreation, and sustainable land use.

I strongly support Supervisor Mirkarimi's proposed ordinance to transfer Sharp Park to the National Park Service as part of the Golden Gate National Recreation Area or to jointly manage the park with the Park Service. The ordinance would also require the city's Recreation and Parks Department to develop a plan, schedule, and budget for restoring Sharp Park habitat for endangered species on the site, a welcome change from the mismanagement of recent years. I urge the city and county of San Francisco to restore Sharp Park as a coastal lagoon and wetland habitat for endangered species. Please follow through by passing this important legislation.

Sharp Park Golf Course has a long history of environmental problems because of its poor design and unfortunate placement on a coastal lagoon. The course has had problems with flooding and drainage ever since opening, and the Department has created new and significant environmental impacts. The current operation of the golf course harms wetland habitat and causes illegal take of two federally listed species, the California red-legged frog and the San Francisco garter snake.

The golf course is a significant money-loser for San Francisco that makes no sense to maintain at a time when the city has cut the Recreation and Parks Department staff and the long-term golf prospects at the site are slim. Combine that with the problems with endangered species, wetland destruction, flooding, and sea-level rise, and it is clear that restoration of Sharp Park to a natural state is the best option for the area.

Ecological restoration is the most fiscally responsible method of managing Sharp Park and dealing with flood management issues at the site. Compared to the costs of implementing capital improvements necessary to maintain the golf course combined with the high potential for massive civil penalties for harming endangered species, restoration alternatives seem to be the most fiscally prudent method for retaining recreational uses of the area.

San Francisco's 2004 recreational study shows that the number-one recreational demand in San Francisco is more hiking and biking trails -- and golf came in 16th. San Francisco already has six public golf courses, and about 50 other golf courses are within a 45-minute drive of Sharp Park. Restoring Sharp Park will help meet recreational demand through hiking and biking trails, picnicking spots, camping facilities, a world-class nature center, a gateway to the San Mateo County Golden Gate National Recreation Area lands, and educational opportunities sorely needed in San Mateo County. Restoration will also ensure the continued existence and abundance of endangered species at Sharp Park.

Please transfer Sharp Park to the National Park Service or jointly manage the property with the Service to restore Sharp Park as a coastal lagoon and wetland habitat for endangered species.

13

Perry Gale

Medford, NY 11763

BOARD of SUPERVISORS



City Hall
Dr. Carlton B. Goodlett Place, Room 244
San Francisco 94102-4689
Tel. No. 554-5184
Fax No. 554-5163
TDD/TTY No. 544-5227

Date: April 9, 2009

To: Members of the Board of Supervisors

From: Angela Calvillo, Clerk of the Board

Subject: Form 700

This is to inform you that the following individuals have submitted a Form 700 Statement of Economic Interests to my office.

Tanene Allison-Assuming-SOTF
Hope Schmeltzer-Annual-LAFCo

14

14

c: Jasnos
Tax collector - Treasurer

STRADLING Yocca CARLSON & RAUTH

A PROFESSIONAL CORPORATION

ATTORNEYS AT LAW

44 MONTGOMERY STREET, SUITE 4200

SAN FRANCISCO, CA 94104

TELEPHONE (415) 283-2240

FACSIMILE (415) 283-2255

ORANGE COUNTY
(949) 725-4000

SACRAMENTO
(916) 449-2350

SAN DIEGO
(858) 720-2150

SAN FRANCISCO
(415) 283-2240

SANTA BARBARA
(805) 564-0065

DAVID G. CASNOCHA
DIRECT DIAL: (415) 283-2241
DCASNOCHA@SYCR.COM

April 3, 2009

15

VIA FEDERAL EXPRESS

Ms. Angela Calvillo
Clerk to the Board of Supervisors
City and County of San Francisco
One Doctor Carlton B. Goodlett Place
Room 244
San Francisco, CA 94102

Re: *California Community College Financing Authority*
Community College League of California
Tax and Revenue Anticipation Note Program, Series 2009A
San Francisco Community College District

Dear Ms. Calvillo:

Stradling Yocca Carlson & Rauth is acting as bond counsel to the San Francisco Community College District (the "District") in connection with its issuance of a tax and revenue anticipation note. The governing board of the District is scheduled to adopt its resolution authorizing the issuance of the note and its participation in the Community College League of California Cash Flow Financing Program. A copy of the draft resolution adopted on March 26, 2009 is enclosed and the signed resolution will be mailed to you as soon as we receive it from the District. Under the Program, participating community college districts will simultaneously issue tax and revenue anticipation notes. The California Community College Financing Authority will issue Note Participations representing interests in the pool of note payments of each of the colleges.

The request stated below is identical to the one the County consented to for the District's 2008 tax and revenue anticipation notes and is attached to this letter for your reference.

Subsection (b) of Section 53853 of the California Government Code provides that a community college district may issue in its name a note to be issued in conjunction with notes of other community college districts pursuant to a previously adopted resolution "if the appropriate county board of supervisors fails to authorize, by resolution, the issuance of a note or notes in the name of a county board of education, school district, or community college district as specified by subdivision (a) of Section 53853 within 45 calendar days following its receipt of the resolution of the county board of education, or of the governing board of the school district or community college district, requesting that issuance, or if the county board of supervisors notifies the county board of education, school district, or community college district that it will not authorize that issuance within

15

Ms. Angela Calvillo
April 3, 2009
Page Two

that 45-day period, then the note or notes may be issued by the...community college district in its name pursuant to the previously adopted resolution." The subsection also provides: "No county board of supervisors, county treasurer, or county auditor shall be deemed to have any fiduciary responsibility with regard to any note or notes issued pursuant to this subdivision."

On behalf of the District, we request your acknowledgement that the County Board of Supervisors will not authorize the note within the 45-day period. Failure to sign this letter within the 45-day period is considered by the Government Code to be a refusal of the County to authorize the notes on the District's behalf. Please execute or have executed this letter, and return it to me.

Thank you for your prompt consideration. We will gladly accept a fax return of this letter.

Very truly yours,



David G. Casnocha

ACKNOWLEDGED:

CITY AND COUNTY OF SAN FRANCISCO

By _____

Its _____

Date: _____

cc: José Cisneros
Treasurer
City and County of San Francisco
One Carlton B. Goodlett Place
Room 140
San Francisco, CA 94102-4638

John Bilmont, Chief Financial Officer
San Francisco Community College District

STRADLING Yocca CARLSON & RAUTH

A PROFESSIONAL CORPORATION

ATTORNEYS AT LAW

44 MONTGOMERY STREET, SUITE 4200

SAN FRANCISCO, CA 94104

TELEPHONE (415) 283-2240

FACSIMILE (415) 283-2255

DAVID G. CASNOCHA
DIRECT DIAL: (415) 283-2241
DCASNOCHA@SYCR.COM

ORANGE COUNTY
(949) 725-4000
SACRAMENTO
(916) 449-2350
SAN DIEGO
(858) 720-2150
SAN FRANCISCO
(415) 283-2240
SANTA BARBARA
(805) 564-0065

April 12, 2008

VIA FEDERAL EXPRESS

Ms. Angela Calvillo
Clerk to the Board of Supervisors
City and County of San Francisco
One Doctor Carlton B. Goodlett Place
Room 244
San Francisco, CA 94102

Re: *California Community College Financing Authority*
Community College League of California
Tax and Revenue Anticipation Note Program, Series 2008A
San Francisco Community College District

RECEIVED
BOARD OF SUPERVISORS
SAN FRANCISCO
2009 APR -6 AM 10:37
BY [Signature]

Dear Ms. Calvillo:

Stradling Yocca Carlson & Rauth is acting as bond counsel to the San Francisco Community College District (the "District") in connection with its issuance of a tax and revenue anticipation note. The governing board of the District is scheduled to adopt its resolution authorizing the issuance of the note and its participation in the Community College League of California Cash Flow Financing Program. A copy of the draft resolution scheduled to be adopted this month is enclosed and the signed resolution will be mailed to you as soon as we receive it from the District. Under the Program, participating community college districts will simultaneously issue tax and revenue anticipation notes. The California Community College Financing Authority will issue Note Participations representing interests in the pool of note payments of each of the colleges.

The request stated below is identical to the one the County consented to for the District's 2007 tax and revenue anticipation notes and is attached to this letter for your reference.

Subsection (b) of Section 53853 of the California Government Code provides that a community college district may issue in its name a note to be issued in conjunction with notes of other community college districts pursuant to a previously adopted resolution "if the appropriate county board of supervisors fails to authorize, by resolution, the issuance of a note or notes in the name of a county board of education, school district, or community college district as specified by subdivision (a) of Section 53853 within 45 calendar days following its receipt of the resolution of the county board of education, or of the governing board of the school district or community college district, requesting that issuance, or if the county board of supervisors notifies the county board of

Ms. Angela Calvillo
April 12, 2008
Page Two

education, school district, or community college district that it will not authorize that issuance within that 45-day period, then the note or notes may be issued by the...community college district in its name pursuant to the previously adopted resolution." The subsection also provides: "No county board of supervisors, county treasurer, or county auditor shall be deemed to have any fiduciary responsibility with regard to any note or notes issued pursuant to this subdivision."

On behalf of the District, we request your acknowledgement that the County Board of Supervisors will not authorize the note within the 45-day period. Failure to sign this letter within the 45-day period is considered by the Government Code to be a refusal of the County to authorize the notes on the District's behalf. Please execute or have executed this letter, and return it to me.

Thank you for your prompt consideration. We will gladly accept a fax return of this letter.

Very truly yours,



David G. Casnocha

ACKNOWLEDGED:

CITY AND COUNTY OF SAN FRANCISCO

By _____

Its _____

Date: _____

cc: José Cisneros
Treasurer
City and County of San Francisco
One Carlton B. Goodlett Place
Room 140
San Francisco, CA 94102-4638

John Bilmont, Chief Financial Officer
San Francisco Community College District



CITY COLLEGE OF SAN FRANCISCO

50 PHELAN AVENUE • BOX E200 • SAN FRANCISCO, CA 94112 • 415. 239.3000

DATE: March 26, 2009
TO: Board of Trustees
FROM: Dr. Don Q. Griffin, Chancellor
SUBJECT: GENERAL FUND

B1

**SAN FRANCISCO COMMUNITY COLLEGE DISTRICT RESOLUTION
AUTHORIZING AND APPROVING THE BORROWING OF FUNDS FOR
FISCAL YEAR 2009-2010; THE ISSUANCE AND SALE OF A 2009-2010
TAX AND REVENUE ANTICIPATION NOTE THEREFORE AND
PARTICIPATION IN THE COMMUNITY COLLEGE LEAGUE OF
CALIFORNIA TAX AND REVENUE ANTICIPATION NOTES PROGRAM
(RESOLUTION NO. 090326-B1)**

WHEREAS, local agencies are authorized by Section 53850 to 53858, both inclusive, of the Government Code of the State of California (the "Act") (being Article 7.6, Chapter 4, Part 1, Division 2, Title 5 of the Government Code) to borrow money by the issuance of temporary notes;

WHEREAS, the Board of Trustees (the "Legislative Body") of the community college district specified in Section 23 hereof (the "District") has determined that a sum (the "Principal Amount"), not to exceed the Maximum Amount of Borrowing specified in Section 23 hereof, which Principal Amount is to be confirmed and set in the Pricing Confirmation (as defined in Section 4 hereof), is needed for the requirements of the District, to satisfy obligations of the District, and that it is necessary that said Principal Amount be borrowed for such purpose at this time by the issuance of a note or notes therefore in anticipation of the receipt of taxes, income, revenue, cash receipts and other moneys to be received by the District for the general fund of the District attributable to its fiscal year ending June 30, 2010 ("Repayment Fiscal Year");

WHEREAS, the District hereby determines to borrow, for the purposes set forth above, the Principal Amount by the issuance of the Note (defined herein), in one or more series, on either a tax-exempt or taxable basis, as hereinafter defined;

WHEREAS, because the District does not have fiscal accountability status pursuant to Section 85266 of the Education Code of the State of California, it requests the Board of Supervisors of the County to borrow, on the District's behalf, the Principal Amount by the issuance of the Note;

BOARD OF TRUSTEES

MILTON MARKS, PRESIDENT • DR. NATALIE BERG, VICE PRESIDENT
DR. ANITA GRIER • CHRIS JACKSON • STEVE NGO • JOHN RIZZO • LAWRENCE WONG ESQ
DIANA MUNOZ-VILLANUEVA, STUDENT TRUSTEE • DR. DON Q. GRIFFIN, CHANCELLOR

WHEREAS, pursuant to Section 53853 of the Act, if the Board of Supervisors of the County fails or refuses to authorize the issuance of the Note within the time period specified in said Section 53853, following receipt of this Resolution, and the Note is issued in conjunction with tax and revenue anticipation notes, in one or more series, of other Issuers (as hereinafter defined), the District may issue the Note in its name pursuant to the terms stated herein;

WHEREAS, it appears, and this Legislative Body hereby finds and determines, that the Principal Amount, when added to the interest payable thereon, does not exceed eighty-five percent (85%) of the estimated amount of the uncollected taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys of the District attributable to the Repayment Fiscal Year, and available for the payment of the principal of the Note and the interest thereon;

WHEREAS, no money has heretofore been borrowed by or on behalf of the District through the issuance of tax and revenue anticipation notes or temporary notes in anticipation of the receipt of, or payable from or secured by, taxes, income, revenue, cash receipts or other moneys for the Repayment Fiscal Year;

WHEREAS, pursuant to Section 53856 of the Act, certain moneys which will be received by the District during and attributable to the Repayment Fiscal Year can be pledged for the payment of the principal of the Note and the interest thereon (as hereinafter provided);

WHEREAS, the District has determined that it is in the best interests of the District to participate in the Community College League of California Tax and Revenue Anticipation Note Program (the "Program"), whereby participating local agencies (collectively, the "Issuers") will simultaneously issue tax and revenue anticipation notes;

WHEREAS, the District desires to have its Note (defined herein) marketed together with some or all of the notes issued by the Issuers participating in the Program;

WHEREAS, RBC Capital Markets Corporation, as underwriter or placement agent, appointed in Section 21 hereof (the "Underwriter"), will structure one or more pools of notes or series of note participations (referred to herein as the "Note Participations", the "Series" and/or the "Series of Note Participations") distinguished by (i) whether and what type(s) of Credit Instrument (as hereinafter defined) secures notes comprising each Series by the principal amounts of the notes assigned to the Pool, (ii) whether interest on the Series of Note Participations is a fixed rate of interest or a variable rate of interest swapped to a fixed rate, (iii) whether interest on the Series of Note Participations is includable in gross income for federal income tax purposes, or (iv) other factors, all of which the District hereby authorizes the Underwriter to determine;

WHEREAS, the Program requires the Issuers participating in any particular Series to deposit their tax and revenue anticipation notes with a trustee, pursuant to a trust agreement (the "Trust Agreement") among such Issuers, the District, the California Community College Financing Authority (the "Authority") and Wells Fargo Bank, National Association, as trustee (the "Trustee");

WHEREAS, the Trust Agreement provides, among other things, that for the benefit of Owners of Note Participations, that the District shall provide notices of the occurrence of certain enumerated events, if deemed by the District to be material.

WHEREAS, the Program requires the Trustee, pursuant to the Trust Agreement, to execute and deliver the Note Participations evidencing and representing proportionate, undivided interests in the payments of principal of and interest on the tax and revenue anticipation notes issued by the Issuers comprising such Series;

WHEREAS, the District desires to have the Trustee execute and deliver a Series of Note Participations which evidence and represent interests of the owners thereof in the Note and the Notes issued by other Issuers in such Series;

WHEREAS, as additional security for the owners of the Note Participations, all or a portion of the payments by all of the Issuers of their respective notes may or may not be secured either by an irrevocable letter (or letters) of credit or policy (or policies) of insurance or other credit instrument (or instruments) (collectively, the "Credit Instrument") issued by the credit provider or credit providers designated in the Trust Agreement, as finally executed (collectively, the "Credit Provider"), which may be issued pursuant to a credit agreement or agreements or commitment letter or letters designated in the Trust Agreement (collectively, the "Credit Agreement") between the Issuers and the respective Credit Provider;

WHEREAS, in the event that a Credit Instrument is unavailable, the District has determined that it is desirable to authorize a portion of the premium or proceeds received from the sale of the Note to be deposited, along with the moneys received from the sale of Notes of other Issuers, into a reserve account to be held by the Trustee pursuant to the Trust Agreement and for the benefit of Owners of the Note Participations;

WHEREAS, the net proceeds of the Note may be invested by the District in Permitted Investments (as defined in the Trust Agreement) or in any other investment permitted by the laws of the State of California, as now in effect and as hereafter amended, modified or supplemented from time to time;

WHEREAS, the Program requires that each participating Issuer approve the Trust Agreement and the alternative Credit Instruments, if any, in substantially the forms presented to the Legislative Body, or, in the case of the Credit Instruments, if any, and if not presented, in a form which complies with such requirements and standards as may be determined by the Legislative Body, with the final form and type of Credit Instrument and corresponding Credit Agreement, if any, determined upon execution by the Authorized Representative of the Pricing Confirmation;

WHEREAS, pursuant to the Program each participating Issuer will be responsible for its share of (a) the fees of the Trustee and the costs of issuing the applicable Series of Note Participations, and (b), if applicable, the fees of the Credit Provider, the Issuer's allocable share of all Predefault Obligations and the Issuer's Reimbursement Obligations, if any (each as defined in the Trust Agreement);

WHEREAS, pursuant to the Program, the Note and the Notes issued by other Issuers participating in the same Series (all as evidenced and represented by a Series of Note

Participations) will be offered for public sale or private placement through negotiation with the Underwriter pursuant to the terms and provisions of a purchase agreement or comparable placement agent agreement, as applicable (collectively, the "Purchase Agreement");

WHEREAS, the District has determined that, in order to reduce interest costs, it may be desirable to enter into one or more interest rate swaps; and

WHEREAS, it is necessary to engage the services of certain professionals to assist the District in its participation in the Program;

NOW, THEREFORE, this Legislative Body hereby finds, determines, declares and resolves as follows:

Section 1. Recitals. This Legislative Body hereby finds and determines that all the above recitals are true and correct.

Section 2. Authorization of Issuance. This Legislative Body hereby determines to borrow solely for the purpose of anticipating taxes, income, revenue, cash receipts and other moneys to be received by the District for the general fund of the District attributable to the Repayment Fiscal Year, by the issuance of one or more series of taxable or tax-exempt note or notes in the aggregate Principal Amount under Sections 53850 *et seq.* of the Act, designated the District's "2009 Tax and Revenue Anticipation Note," with an appropriate series designation if more than one note is issued (collectively, the "Note"), to be issued in the form of a fully registered note or notes in the Principal Amount thereof, to be dated the date of its delivery to the initial purchaser thereof, to mature (without option of prior redemption) not more than 13 months thereafter on a date indicated on the face thereof and determined in the Pricing Confirmation (the "Maturity Date"), and to bear interest, payable on its Maturity Date (and if the Maturity Date is more than 12 months from the date of issuance, payable on the interim interest payment date set forth in the Pricing Confirmation) and computed upon the basis of a 360-day year consisting of twelve 30-day months, or a 365 or 366 day year, as the case may be, and actual days elapsed, at a rate or rates, if more than one Note is issued, not to exceed 12% per annum as determined in the Pricing Confirmation and indicated on the face of the Note (the "Note Rate"). If the Note as evidenced and represented by the Series of Note Participations is secured in whole or in part by a Credit Instrument or such Credit Instrument secures the Note in whole or in part and all principal of and interest on the Note is not paid in full at maturity or if payment of principal and/or interest on the Note is paid (in whole or in part) by a draw under, payment by or claim upon a Credit Instrument which draw or claim is not fully reimbursed on such date, such Note shall become a Defaulted Note (as defined in the Trust Agreement), and the unpaid portion thereof (including the interest component, if applicable, or the portion thereof with respect to which a Credit Instrument applies for which reimbursement on a draw, payment or claim has not been fully made) shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate (as defined in the Trust Agreement). If the Note as evidenced and represented by the Series of Note Participations is unsecured in whole or in part and the Note is not fully paid at maturity, the unpaid portion thereof (or the portion thereof to which no Credit Instrument applies which is unpaid) shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate. In each case set

forth in the preceding two sentences, the obligation of the District with respect to such Defaulted Note or unpaid Note shall not be a debt or liability of the District prohibited by Article XVI, Section 18 of the California Constitution and the District shall not be liable thereon except to the extent of any available revenues attributable to the Repayment Fiscal Year, as provided in Section 8 hereof.

The percentage of the Note as evidenced and represented by the Series of Note Participations to which a Credit Instrument, if any, applies (the "Secured Percentage") shall be equal to the amount of the Credit Instrument divided by the aggregate amount of unpaid principal of and interest on notes (or portions thereof) of all Issuers of Notes comprising such Series of Note Participations, expressed as a percentage (but not greater than 100%) as of the maturity date. Both the principal of and interest on the Note shall be payable in lawful money of the United States of America, but only upon surrender thereof, at the corporate trust office of Wells Fargo Bank, National Association in Los Angeles, California.

The Note shall be issued in conjunction with the note or notes of one or more other Issuers as part of the Program and within the meaning of Section 53853 of the Act.

Anything in this Resolution to the contrary notwithstanding, the Pricing Confirmation may specify that a portion of the authorized Principal Amount of the Note shall be issued as a separate series of taxable Note the interest on which is includable in the gross income of the holder thereof for federal income tax purposes (a "Taxable Note"). In such event, the Taxable Note shall be issued with an appropriate series designation and other terms reflecting such taxability of interest income, including without limitation, a taxable Note Rate and a taxable Default Rate; the terms of the Note, and other terms, as appropriate, shall be deemed to include or refer to such Taxable Note; and the agreements, covenants and provisions set forth in this Resolution to be performed by or on behalf of the District shall be for the equal and proportionate benefit, security and protection of the holder of any Note without preference, priority or distinction as to security or otherwise of any Note over any other Note.

In the event the Board of Supervisors of the County fails or refuses to authorize the issuance of the Note within the time period specified in Section 53853 of the Act, following receipt of this Resolution, this Board hereby authorizes issuance of such Note, in the District's name, in one series, pursuant to the terms stated in this Section 2 and this Resolution. The Note shall be issued in conjunction with the note or notes of one or more other Issuers as part of the Program and within the meaning of Section 53853 of the Act.

Section 3. Form of Note. The Note shall be issued in fully registered form without coupons and shall be substantially in the form and substance set forth in Exhibit A, as attached hereto and by reference incorporated herein, the blanks in said form to be filled in with appropriate words and figures to be inserted or determined at or prior to the execution and delivery of the Note.

Section 4. Sale of Note; Delegation. The Note as evidenced and represented by the Note Participations shall be sold to the Underwriter or other purchaser pursuant to the terms and provisions of the Purchase Agreement. The form of the Purchase Agreement, including the form of the Pricing Confirmation set forth as

an exhibit thereto (the "Pricing Confirmation"), presented to this meeting is hereby approved. The authorized representatives set forth in Section 23 hereof, or a designated deputy thereof (the "Authorized Representatives"), each alone, are hereby authorized and directed to execute and deliver the Purchase Agreement in substantially said form, with such changes thereto as such Authorized Representative shall approve, such approval to be conclusively evidenced by his or her execution and delivery thereof; *provided, however*, that the Note Rate shall not exceed 12% per annum, and that the District's *pro rata* share of Underwriter's discount on the Note, when added to the District's share of the costs of issuance of the Note Participations, shall not exceed 1.0% of the Principal Amount of the Note and the Principal Amount shall not exceed the Maximum Amount of Borrowing. Delivery of an executed copy of the Pricing Confirmation by fax or telecopy shall be deemed effective execution and delivery for all purposes.

Section 5. Program Approval. The Note shall be combined with notes of other Issuers into a Series as set forth in the Preliminary Official Statement, hereinafter mentioned, and shall be sold simultaneously with such other notes of that Series supported by the Credit Instrument (if any) referred to in the Pricing Confirmation, and shall be evidenced and represented by the Note Participations which shall evidence and represent proportionate, undivided interests in the Note in the proportion that the face amount of the Note bears to the total aggregate face amount of the Note and the notes issued by other Issuers which the Series of Note Participations represent. Such Note Participations may be delivered in book-entry form.

The forms of Trust Agreement and alternative general types and forms of Credit Agreements, if any, presented to this meeting are hereby approved, and the Authorized Representatives, each alone, are hereby authorized and directed to execute and deliver the Trust Agreement and a Credit Agreement, if applicable, which shall be identified in the Pricing Confirmation, in substantially one or more of said forms (a substantially final form of Credit Agreement to be delivered to the Authorized Representative following the execution by such Authorized Representative of the Pricing Confirmation), with such changes therein as said Authorized Representative shall require or approve, such approval of this Legislative Body and such Authorized Representative to be conclusively evidenced by the execution thereby of the Trust Agreement and the Credit Agreement, if any. A description of this undertaking shall be set forth in the Preliminary Official Statement and will also be set forth in the Final Official Statement. The Authorized Representatives are hereby authorized and directed to comply with and carry out all of the provisions of the Trust Agreement with respect to continuing disclosure; *provided however*, that failure of the District to comply with the Continuing Disclosure Agreement, as defined in Article 11 of the Trust Agreement, shall not be considered an Event of Default hereunder. Any Credit Agreement identified in the Pricing Confirmation but not at this time before the Legislative Body shall include reasonable and customary terms and provisions relating to fees, increased costs of the Credit Provider payable by the District, negative and affirmation covenants of the District and events of default.

The form of the Preliminary Official Statement presented to this meeting is hereby approved, and the Underwriter is hereby authorized and directed to cause to be mailed

to prospective bidders the Preliminary Official Statement in connection with the offering and sale of the Note Participations.

Any one of the Authorized Representatives of the District is hereby authorized and directed to provide the Underwriter with such information relating to the District as they shall reasonably request for inclusion in the Preliminary Official Statement and Official Statement. Upon inclusion of the information relating to the District therein, the Preliminary Official Statement is, except for certain omissions permitted by Rule 15c2-12 of the Securities Exchange Act of 1934, as amended (the "Rule"), is hereby deemed final within the meaning of the Rule; *provided* that no representation is made as to the information contained in the Preliminary Official Statement relating to the other Issuers or any Credit Provider, if any. If, at any time prior to the end of the underwriting period, as defined in the Rule, any event occurs as a result of which the information contained in the Preliminary Official Statement relating to the District might include an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the District shall promptly notify the Underwriter. The Authority is hereby authorized and directed, at or after the time of the sale of any Series of Note Participations, for and in the name and on behalf of the District, to execute a final Official Statement in substantially the form of the Preliminary Official Statement presented to this meeting, with such additions thereto or changes therein as the Authority may approve, such approval to be conclusively evidenced by the execution and delivery thereof.

The Trustee is authorized and directed to execute Note Participations on behalf of the District pursuant to the terms and conditions set forth in the Trust Agreement, in the aggregate principal amount specified in the Trust Agreement, and substantially in the form and otherwise containing the provisions set forth in the form of the Note Participations contained in the Trust Agreement. When so executed, the Note Participations shall be delivered by the Trustee to the purchaser upon payment of the purchase price thereof, pursuant to the terms of the Trust Agreement.

Subject to Section 8 hereof, the District hereby agrees that if the Note as evidenced and represented by the Series of Note Participations shall become a Defaulted Note, the unpaid portion (including the interest component, if applicable) thereof or the portion (including the interest component, if applicable) to which a Credit Instrument applies for which full reimbursement on a draw, payment or claim has not been made by the Maturity Date shall be deemed outstanding and shall not be deemed to be paid until (i) any Credit Provider providing a Credit Instrument with respect to the Series of Note Participations, and therefore, if applicable, all or a portion of the District's Note, if any, has been reimbursed for any drawings, payments or claims made under or from the Credit Instrument with respect to the Note, including interest accrued thereon, as provided therein and in the applicable Credit Agreement, and, (ii) the holders of the Series of the Note Participations which evidence and represent the Note are paid the full principal amount represented by the unsecured portion of the Note plus interest accrued thereon (calculated at the Default Rate) to the date of deposit of such aggregate required amount with the Trustee. For purposes of clause (ii) of the preceding sentence, holders of the Series of Note Participations will be deemed to have received such principal amount upon deposit of such moneys with the Trustee.

The District agrees to pay or cause to be paid, in addition to the amounts payable under the Note, any fees or expenses of the Trustee and, to the extent permitted by law, if the District's Note as evidenced and represented by the Series of Note Participations is secured in whole or in part by a Credit Instrument, any Predefault Obligations and Reimbursement Obligations (to the extent not payable under the Note), (i) arising out of an "Event of Default" hereunder (or pursuant to Section 7 hereof) or (ii) arising out of any other event (other than an event arising solely as a result of or otherwise attributable to a default by any other Issuer). In the case described in (ii) above with respect to Predefault Obligations, the District shall owe only the percentage of such fees, expenses and Predefault Obligations equal to the ratio of the principal amount of its Note over the aggregate principal amounts of all notes, including the Note, of the Series of which the Note is a part, at the time of original issuance of such Series. Such additional amounts will be paid by the District within twenty-five (25) days of receipt by the District of a bill therefor from the Trustee.

Section 6. No Joint Obligation; Owners' Rights. The Note shall be marketed and sold simultaneously with the notes of other Issuers and shall be aggregated and combined with notes of other Issuers participating in the Program into a Series of taxable or tax-exempt Note Participations evidencing and representing an interest in several, and not joint, obligations of each Issuer. Except as provided in Section 7(C) herein, the obligation of the District to Owners is a several and not a joint obligation and is strictly limited to the District's repayment obligation under this Resolution and the Note, as evidenced and represented by such Series of Note Participations.

Owners of Note Participations, to the extent of their interest in the Note, shall be treated as owners of the Note and shall be entitled to all the rights and security thereof; including the right to enforce the obligations and covenants contained in this Resolution and the Note. The District hereby recognizes the right of the Owners acting directly or through the Trustee to enforce the obligations and covenants contained in the Note, this Resolution and the Trust Agreement. The District shall be directly obligated to each Owner for the principal and interest payments on the Note evidenced and represented by the Note Participations without any right of counterclaim or offset arising out of any act or failure to act on the part of the Trustee.

Section 7. Disposition of Proceeds of Note.

(A) The moneys received from the sale of the Note allocable to the District's share of the costs of issuance (which shall include any issuance fees in connection with a Credit Instrument applicable to the Note, if any) shall be deposited in the Costs of Issuance Fund held and invested by the Trustee under the Trust Agreement and expended on costs of issuance as provided in the Trust Agreement.

(B) The moneys received from the sale of the Note (net of the District's share of the costs of issuance) shall be deposited in the District's Proceeds Subaccount within the Proceeds Fund hereby authorized to be created pursuant to, and held and invested by the Trustee under, the Trust Agreement for the District and said moneys may be used and expended by the District for any purpose for which it is authorized to expend funds upon requisition from the Proceeds Subaccount as specified in the Trust

Agreement. Amounts in the Proceeds Subaccount are hereby pledged to the payment of the Note.

The Trustee will not create subaccounts within the Proceeds Fund, but will keep records to account separately for proceeds of the Note Participations allocable to the District's Note on deposit in the Proceeds Fund which shall constitute the District's Proceeds Subaccount.

(C) The District hereby authorizes a portion of the premium or proceeds received from the sale of the Note (net of the District's share of the costs of issuance) to be deposited, together with moneys received from the sale of Notes of other Issuers, into a reserve fund (the "Reserve Fund"), which is hereby authorized to be created pursuant to, and held and invested by the Trustee under, the Trust Agreement for the benefit of Owners of the Note Participations.

Section 8. Source of Payment. The principal amount of the Note, together with the interest thereon, shall be payable from taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys which are received or held by the District for the general fund of the District and are attributable to the Repayment Fiscal Year and which are available for payment thereof. As security for the payment of the principal of and interest on the Note, the District hereby pledges certain Unrestricted Revenues (as hereinafter provided, the "Pledged Revenues") which are received or held by the District for the general fund of the District and are attributable to the Repayment Fiscal Year, and the principal of the Note and the interest thereon shall constitute a first lien and charge thereon and shall be payable from the first moneys received by the District from such Pledged Revenues, and, to the extent not so paid, shall be paid from any other taxes, income, revenue, cash receipts and other moneys of the District lawfully available therefor (all as provided for in Sections 53856 and 53857 of the Act). The term "Unrestricted Revenues" shall mean all taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts, and other moneys, intended as receipts for the general fund of the District attributable to the Repayment Fiscal Year and which are generally available for the payment of current expenses and other obligations of the District. The Noteholders, Owners and Credit Provider shall have a first lien and charge on such Unrestricted Revenues as herein provided which are received or held by the District and are attributable to the Repayment Fiscal Year.

In order to effect the pledge referenced in the preceding paragraph, the District hereby agrees and covenants to establish and maintain a special account within the District's general fund to be designated the "2009 Tax and Revenue Anticipation Note Payment Account" (the "Payment Account") and further agrees and covenants to maintain the Payment Account until the payment of the principal of the Note and the interest thereon. Notwithstanding the foregoing, if the District elects to have Note proceeds invested in Permitted Investments to be held by the Trustee pursuant to the Pricing Confirmation, a subaccount of the Payment Account (the "Payment Subaccount") shall be established for the District under the Trust Agreement and proceeds credited to such account shall be pledged to the payment of the Note. The Trustee need not create a subaccount, but may keep a record to account separately for proceeds of the Note so held and invested

by the Trustee which record shall constitute the District's Proceeds Subaccount. Transfers from the Payment Subaccount shall be made in accordance with the Trust Agreement. The District agrees to transfer to and deposit in the Payment Account the first amounts received in the months specified in the Pricing Confirmation as Repayment Months (each individual month a "Repayment Month" and collectively "Repayment Months") (and any amounts received thereafter attributable to Repayment Fiscal Year) until the amount on deposit in the Payment Account, together with the amount, if any, on deposit in the Payment Subaccount, and taking into consideration anticipated investment earnings thereon to be received by the Maturity Date, is equal in the respective Repayment Months identified in the Pricing Confirmation to the percentage of the principal and interest due on the Note specified in the Pricing Confirmation. In making such transfer and deposit, the District shall not be required to physically segregate the amounts to be transferred to and deposited in the Payment Account from the District's other general fund moneys, but, notwithstanding any commingling of funds for investment or other purposes, the amounts required to be transferred to and deposited in the Payment Account shall nevertheless be subject to the lien and charge created herein.

Any one of the Authorized Representatives of the District is hereby authorized to approve the determination of the Repayment Months and percentages of the principal and interest due on the Note required to be on deposit in the Payment Account and/or the Payment Subaccount in each Repayment Month, all as specified in the Pricing Confirmation, by executing and delivering the Pricing Confirmation, such execution and delivery to be conclusive evidence of approval by this Legislative Body and such Authorized Representative; provided, however, that the maximum number of Repayment Months shall be six and the maximum amount of Pledged Revenues required to be deposited in each Repayment Month shall not exceed fifty percent (50%) of the aggregate principal and interest due on the Note. In the event on the day in each such Repayment Month that a deposit to the Payment Account is required to be made, the District has not received sufficient unrestricted revenues to permit the deposit into the Payment Account of the full amount of Pledged Revenues to be deposited in the Payment Account from said unrestricted revenues in said month, then the amount of any deficiency shall be satisfied and made up from any other moneys of the District lawfully available for the payment of the principal of the Note and the interest thereon, as and when such other moneys are received or are otherwise legally available.

Any moneys placed in the Payment Account or the Payment Subaccount shall be for the benefit of (i) the holder of the Note and the owner of the Note and (ii) (to the extent provided in the Trust Agreement) the Credit Provider, if any. The moneys in the Payment Account and the Payment Subaccount shall be applied only for the purposes for which such Accounts are created until the principal of the Note and all interest thereon are paid or until provision has been made for the payment of the principal of the Note at maturity with interest to maturity (in accordance with the requirements for defeasance of the Note Participations as set forth in the Trust Agreement) and, if applicable, (to the extent provided in the Trust Agreement and, if applicable, the Credit Agreement) the payment of all Predefault Obligations and Reimbursement Obligations owing to the Credit Provider.

The District hereby directs the Trustee to transfer on the Note Payment Deposit Date (as defined in the Trust Agreement), any moneys in the Payment Subaccount to the Note Participation Payment Fund (as defined in the Trust Agreement). In addition, on the Note Payment Deposit Date, the moneys in the Payment Account shall be transferred by the District to the Trustee, to the extent necessary (after crediting any transfer pursuant to the preceding sentence), to pay the principal of and/or interest on the Note, to make payments to a Swap Provider, if any, as defined in the Trust Agreement, pursuant to a Swap Agreement, if any, as defined in the Trust Agreement, or to reimburse the Credit Provider for payments made under or pursuant to the Credit Instrument. In the event that moneys in the Payment Account and/or the Payment Subaccount are insufficient to pay the principal of and interest on the Note in full when due, such moneys shall be applied in the following priority: first to pay interest on the Note; second to pay principal of the Note; third to reimburse the Credit Provider for payment, if any, of interest with respect to the Note; fourth to reimburse the Credit Provider for payment, if any, of principal with respect to the Note; and fifth to pay any Reimbursement Obligations of the District and any of the District's pro rata share of Predefault Obligations owing to the Credit Provider. Any moneys remaining in or accruing to the Payment Account and/or the Payment Subaccount after the principal of the Note and the interest thereon and any Predefault Obligations and Reimbursement Obligations, if applicable, have been paid, or provision for such payment has been made, shall be transferred to the general fund of the District, subject to any other disposition required by the Trust Agreement, or, if applicable, the Credit Agreement. Nothing herein shall be deemed to relieve the District from its obligation to pay its Note in full on the Maturity Date.

Moneys in the Proceeds Subaccount and in the Payment Subaccount shall be invested by the Trustee pursuant to the Trust Agreement as directed by the District in Permitted Investments as described in and under the terms of the Trust Agreement. Any such investment by the Trustee shall be for the account and risk of the District, and the District shall not be deemed to be relieved of any of its obligations with respect to the Note, the Predefault Obligations or Reimbursement Obligations, if any, by reason of such investment of the moneys in its Proceeds Subaccount or the Payment Subaccount.

The District shall promptly file with the Trustee and the Credit Provider, if any, such financial reports at the times and in the forms required by the Trust Agreement. At the written request of the Credit Provider, if any, the District shall, within ten (10) Business Days following the receipt of such written request, file such report or reports to evidence the transfer to and deposit in the Payment Account required by this Section 8 and provide such additional financial information as may be required by the Credit Provider, if any.

In the event either (A) the Principal Amount of the Note, together with the aggregate amount of all tax-exempt obligations (including any tax-exempt leases, but excluding private activity bonds), issued and reasonably expected to be issued by the District (and all subordinate entities of the District) during the calendar year in which the Note is issued, will, at the time of issuance of the Note (as indicated in the certificate of the District executed as of the date of issuance of the Note (the "District Certificate")),

exceed fifteen million dollars (\$15,000,000), or (B) the Principal Amount of the Note, together with the aggregate amount of all tax-exempt obligations not used to finance school construction (including any tax-exempt leases, but excluding private activity bonds), issued and reasonably expected to be issued by the District (and all subordinate entities of the District) during the calendar year in which the Note is issued, will, at the time of issuance of the Note (as indicated in the District Certificate), exceed five million dollars (\$5,000,000), the following paragraph will apply. In such case, the District shall be deemed a "Safe Harbor Issuer" with respect to the Note.

Amounts in the Proceeds Subaccount of the District and attributable to cash flow borrowing shall be withdrawn and expended by the District for any purpose for which the District is authorized to expend funds from the general fund of the District, but, with respect to general fund expenditures, only to the extent that on the date of any withdrawal no other funds are available for such purposes without legislation or judicial action or without a legislative, judicial or contractual requirement that such funds be reimbursed. If on no date that is within six months from the date of issuance of the Note, the balance in the related Proceeds Subaccount is low enough so that the amounts in the Proceeds Subaccount qualify for an exception from the rebate requirement (the "Rebate Requirements") of Section 148 of the Internal Revenue Code of 1986 (the "Code"), the District shall notify the Trustee in writing and, to the extent of its power and authority, comply with instructions from Stradling Yocca Carlson & Rauth, Special Counsel, supplied to it by the Trustee as the means of satisfying the Rebate Requirements.

Section 9. Execution of Note; Registration and Transfer. Any one of the Treasurer of the County, or, in the absence of said officer, his or her duly appointed assistant, the Chairperson of the Board of Supervisors of the County or the Auditor (or comparable financial officer) of the County shall be authorized to execute the Note issued hereunder by manual or facsimile signature and the Clerk of the Board of Supervisors of the County or any Deputy Clerk shall be authorized to countersign the Note by manual or facsimile signature and to affix the seal of the County to the Note either manually or by facsimile impression thereof. In the event the Board of Supervisors of the County fails or refuses to authorize issuance of the Note as referenced in Section 2 hereof, any one of the Authorized Representatives of the District or any other officer designated by the Legislative Body shall be authorized to execute the Note by manual or facsimile signature and the Secretary or Clerk of the Legislative Body of the District or any duly appointed assistant thereto shall be authorized to countersign the Note by manual or facsimile signature. Said officers of the District are hereby authorized to cause the blank spaces of the Note to be filled in as may be appropriate pursuant to the Pricing Confirmation. Said officers are hereby authorized and directed to cause the Trustee, as registrar and authenticating agent, to accept delivery of the Note pursuant to the terms and conditions of the Purchase Agreement and Trust Agreement. In case any officer whose signature shall appear on any Note shall cease to be such officer before the delivery of such Note, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. The Note need not bear the seal of the District, if any.

As long as the Note remains outstanding, the District shall maintain and keep at the principal corporate trust office of the Trustee, books for the registration and transfer of the Note. The Note shall initially be registered in the name of the Trustee as trustee under the Trust Agreement. Upon surrender of the Note for transfer at the office of the Trustee with a written instrument of transfer satisfactory to the Trustee, duly executed by the registered owner or its duly authorized attorney, and upon payment of any tax, fee or other governmental charge required to be paid with respect to such transfer, the County or the District, as applicable, shall execute and the Trustee shall authenticate and deliver, in the name of the designated transferee, a fully registered Note. For every transfer of the Note, the County, the District or the Trustee may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to the transfer, which sum or sums shall be paid by the person making such transfer as a condition precedent to the exercise of the privilege of making such transfer.

Subject to Section 6 hereof, the County, the District and the Trustee and their respective successors may deem and treat the person in whose name the Note is registered as the absolute owner thereof for all purposes, and the County, the District and the Trustee and their respective successors shall not be affected by any notice to the contrary, and payment of or on account of the principal of such Note shall be made only to or upon the order of the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon the Note to the extent of the sum or sums so paid.

The Note may, in accordance with its terms, be transferred upon the books required to be kept by the Trustee pursuant to the provisions hereof by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of the Note for cancellation, accompanied by delivery of a written instrument of transfer duly executed in form approved by the Trustee.

The Trustee will keep or cause to be kept, at its principal corporate trust office, sufficient books for the registration and transfer of the Note, which shall be open to inspection by the County and the District during regular business hours. Upon presentation for such purpose, the Trustee shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on such books, the Note as hereinbefore provided.

If any Note shall become mutilated, the County or the District, as applicable, at the expense of the registered owner of such Note, shall execute, and the Trustee shall thereupon authenticate and deliver a new Note of like tenor and number in exchange and substitution for the Note so mutilated, but only upon surrender to the Trustee of the Note so mutilated. Every mutilated Note so surrendered to the Trustee shall be cancelled by it and delivered to, or upon the order of the County or the District, as applicable. If any Note shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the County, the District and the Trustee and, if such evidence be satisfactory to them and indemnity satisfactory to them shall be given, the County or the District, as applicable, at the expense of the registered owner, shall execute, and the Trustee shall thereupon authenticate and deliver a new Note of like tenor and number in lieu of and in substitution for the Note so lost, destroyed or stolen

(or if any such Note shall have matured (as of the latest maturity date indicated on the face thereof) or shall be about to mature (as of the latest maturity date indicated on the face thereof), instead of issuing a substitute Note, the Trustee may pay the same without surrender thereof). The Trustee may require payment of a sum not exceeding the actual cost of preparing each new Note issued pursuant to this paragraph and of the expenses which may be incurred by the County or the District applicable, and the Trustee in such preparation. Any Note issued under these provisions in lieu of any Note alleged to be lost, destroyed or stolen shall constitute an original additional contractual obligation on the part of the County (on behalf of the District) or on the part of the District, as applicable, whether or not the Note so alleged to be lost, destroyed or stolen be at any time enforceable by anyone, and shall be entitled to the benefits of this Resolution with all other Notes secured by this Resolution.

Section 10. Representations and Covenants of the District.

The District makes the following representations for the benefit of the holder of the note, the owners of the Note Participations and the Credit Provider, if any.

(A) The District is duly organized and existing under and by virtue of the laws of the State of California and has all necessary power and authority to (i) adopt this Resolution and perform its obligations thereunder, (ii) enter into and perform its obligations under the Purchase Agreement, and (iii) issue the Note and perform its obligations thereunder.

(B) Upon the issuance of the Note, the District shall have taken all action required to be taken by it to authorize the issuance and delivery of the Note and the performance of its obligations thereunder, and the District has full legal right, power and authority to issue and deliver the Note.

(C) The issuance of the Note, the adoption of the Resolution and the execution and delivery of the Purchase Agreement, Trust Agreement and Credit Agreement, if any, and compliance with the provisions hereof and thereof will not conflict with or violate any law, administrative regulation, court decree, resolution, charter, by-laws or other agreement to which the District is subject or by which it is bound.

(D) Except as may be required under blue sky or other securities laws of any state or Section 3(a)(2) of the Securities Act of 1933, there is no consent, approval, authorization or other order of, or filing with, or certification by, any regulatory authority having jurisdiction over the District required for the issuance and sale of the Note or the consummation by the District of the other transactions contemplated by this Resolution, except those the District shall obtain or perform prior to or upon the issuance of the Note.

(E) The District has (or will have prior to the issuance of the Note) duly, regularly and properly adopted a preliminary budget for the Repayment Fiscal Year setting forth expected revenues and expenditures and has complied with all statutory and regulatory requirements with respect to the adoption of such budget. The District hereby covenants that it shall (i) duly, regularly and properly prepare and adopt its final

budget for the Repayment Fiscal Year, (ii) provide to the Trustee, the Credit Provider, if any, the Underwriter, promptly upon adoption, copies of such final budget and of any subsequent revisions, modifications or amendments thereto and (iii) comply with all applicable laws pertaining to its budget.

(F) The sum of the principal amount of the District's Note plus the interest payable thereon, on the date of its issuance, will not exceed fifty percent (50%) of the estimated amounts of the District's uncollected taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts, and other moneys to be received by the District for the general fund of the District attributable to the Repayment Fiscal Year all of which will be legally available to pay principal of and interest on the Note.

(G) The District (i) has not defaulted within the past twenty (20) years, and is not currently in default, on any debt obligation and (ii), to the best knowledge of the District, has never defaulted on any debt obligation.

(H) The District's most recent audited financial statements present fairly the financial condition of the District as of the date thereof and the results of operation for the period covered thereby. Except as has been disclosed to the Underwriter and the Credit Provider, if any, there has been no change in the financial condition of the District since the date of such audited financial statements that will in the reasonable opinion of the District materially impair its ability to perform its obligations under this Resolution and the Note. The District agrees to furnish to the Underwriter, the Authority, the Trustee and the Credit Provider, if any, promptly, from time to time, such information regarding the operations, financial condition and property of the District as such party may reasonably request.

(I) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, arbitrator, governmental or other board, body or official, pending or, to the best knowledge of the District, threatened against or affecting the District questioning the validity of any proceeding taken or to be taken by the District in connection with the Note, the Purchase Agreement, the Trust Agreement, the Credit Agreement, if any, or this Resolution, or seeking to prohibit, restrain or enjoin the execution, delivery or performance by the District of any of the foregoing, or wherein an unfavorable decision, ruling or finding would have a materially adverse effect on the District's financial condition or results of operations or on the ability of the District to conduct its activities as presently conducted or as proposed or contemplated to be conducted, or would materially adversely affect the validity or enforceability of, or the authority or ability of the District to perform its obligations under, the Note, the Purchase Agreement, the Trust Agreement, the Credit Agreement, if any, or this Resolution.

(J) Upon issuance of the Note and execution of the Purchase Contract, this Resolution, the Purchase Contract and the Note will constitute legal, valid and binding agreements of the District, enforceable in accordance with their respective terms, except as such enforceability may be limited by bankruptcy or other laws affecting creditors' rights generally, the application of equitable principles if equitable remedies are sought, the exercise of judicial discretion in appropriate cases and the

limitations on legal remedies against local agencies, as applicable, in the State of California.

(K) The District and its appropriate officials have duly taken, or will take, all proceedings necessary to be taken by them, if any, for the levy, receipt, collection and enforcement of the Pledged Revenues in accordance with law for carrying out the provisions of this Resolution and the Note.

(L) The District shall not incur any indebtedness secured by a pledge of its Pledged Revenues unless such pledge is subordinate in all respects to the pledge of Pledged Revenues hereunder.

(M) So long as the Credit Provider, if any, is not in payment default under the Credit Instrument, the District hereby agrees to pay its pro rata share of all Predefault Obligations and all Reimbursement Obligations attributable to the District in accordance with provisions of the Credit Agreement, if any, and/or the Trust Agreement, as applicable. Prior to the Maturity Date, moneys in the District's Payment Account and/or Payment Subaccount shall not be used to make such payments. The District shall pay such amounts promptly upon receipt of notice from the Credit Provider that such amounts are due to it.

(N) So long as any Note Participations issued in connection with the Notes are Outstanding, or any Predefault Obligation or Reimbursement Obligation is outstanding, the District will not create or suffer to be created any pledge of or lien on the Note other than the pledge and lien of the Trust Agreement.

(O) It is hereby covenanted and warranted by the District that it will not request the County Treasurer to make temporary transfers of funds in the custody of the County Treasurer to meet any obligations of the District during Fiscal Year 2009-2010 pursuant to Article XVI, Section 6 of the Constitution of the State of California.

Section 11. Tax Covenants. (A) The District will not take any action or fail to take any action if such action or failure to take such action would adversely affect the exclusion from gross income of the interest payable on the Note under Section 103 of the Internal Revenue Code of 1986 (the "Code"). Without limiting the generality of the foregoing, the District will not make any use of the proceeds of the Note or any other funds of the District which would cause the Note to be an "arbitrage bond" within the meaning of Section 148 of the Code, a "private activity bond" within the meaning of Section 141(a) of the Code, or an obligation the interest on which is subject to federal income taxation because it is "federally guaranteed" as provided in Section 149(b) of the Code. The District, with respect to the proceeds of the Note, will comply with all requirements of such sections of the Code and all regulations of the United States Department of the Treasury issued or applicable thereunder to the extent that such requirements are, at the time, applicable and in effect.

(B) In the event the District is deemed a Safe Harbor Issuer (as defined in Section 7), this paragraph (B) shall apply. The District covenants that it shall make all calculations in a reasonable and prudent fashion relating to any rebate of excess

investment earnings on the proceeds of the Note due to the United States Treasury, shall segregate and set aside from lawfully available sources the amount such calculations may indicate may be required to be paid to the United States Treasury, and shall otherwise at all times do and perform all acts and things necessary and within its power and authority, including complying with the instructions of Stradling Yocca Carlson & Rauth, Special Counsel referred to in Section 8 hereof to assure compliance with the Rebate Requirements. If the balance of the Proceeds Subaccount attributed to cash flow borrowing and treated for federal tax purposes as proceeds of the Note is not low enough to qualify amounts in the Proceeds Subaccount attributed to cash flow borrowing for an exception to the Rebate Requirements on at least one date within the six month period following the date of issuance of the Note (calculated in accordance with Section 8), the District will reasonably and prudently calculate the amount, if any, of investment profits which must be rebated to the United States and will immediately set aside, from revenues attributable to the Fiscal Year 2009-2010 or, to the extent not available from such revenues, from any other moneys lawfully available, the amount of any such rebate in the Rebate Fund referred to in this Section 11(B). In addition, in such event, the District shall establish and maintain with the Trustee a fund separate from any other fund established and maintained hereunder and under the Trust Agreement designated as the "2009-2010 Tax and Revenue Anticipation Note Rebate Fund" or such other name as the Trust Agreement may designate. There shall be deposited in such Rebate Fund such amounts as are required to be deposited therein in accordance with the written instructions from Bond Counsel pursuant to Section 8 hereof.

(C) Notwithstanding any other provision of this Resolution to the contrary, upon the District's failure to observe, or refusal to comply with, the covenants contained in this Section 11, no one other than the holders or former holders of the Note or Note Participation Owners, the Credit Provider(s), if any, or the Trustee on their behalf shall be entitled to exercise any right or remedy under this Resolution on the basis of the District's failure to observe, or refusal to comply with, such covenants.

(D) The covenants contained in this Section 11 shall survive the payment of the Note.

(E) The provisions of this Section 11 shall not apply to a Taxable Note.

Section 12. Events of Default and Remedies.

If any of the following events occur, it is hereby defined as and declared to be and to constitute an "Event of Default":

(a) Failure by the District to make or cause to be made the transfers and deposits to the Payment Account, or any other payment required to be paid hereunder, including payment of principal and interest on the Note, on or before the date on which such transfer, deposit or other payment is due and payable;

(b) Failure by the District to observe and perform any covenant, condition or agreement on its part to be observed or performed under this

Resolution, for a period of fifteen (15) days after written notice, specifying such failure and requesting that it be remedied, is given to the District by the Trustee or the Credit Provider, if applicable, unless the Trustee and the Credit Provider shall agree in writing to an extension of such time prior to its expiration;

(c) Any warranty, representation or other statement by or on behalf of the District contained in this Resolution or the Purchase Agreement (including the Pricing Confirmation) or in any requisition or any financial report delivered by the District or in any instrument furnished in compliance with or in reference to this Resolution or the Purchase Agreement or in connection with the Note, is false or misleading in any material respect;

(d) A petition is filed against the District under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect and is not dismissed within 30 days after such filing, but the Trustee shall have the right to intervene in the proceedings prior to the expiration of such 30 days to protect its and the Owners' interests;

(e) The District files a petition in voluntary bankruptcy or seeking relief under any provision of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, or consents to the filing of any petition against it under such law; or

(f) The District admits insolvency or bankruptcy or is generally not paying its debts as such debts become due, or becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or a custodian (including without limitation a receiver, liquidator or trustee) of the District or any of its property is appointed by court order or takes possession thereof and such order remains in effect or such possession continues for more than 30 days, but the Trustee shall have the right to intervene in the proceedings prior to the expiration of such 30 days to protect its and the Owners' interests;

Whenever any Event of Default referred to in this Section 12 shall have happened and be continuing, the Trustee shall, in addition to any other remedies provided herein or by law or under the Trust Agreement, have the right, at its option without any further demand or notice, to take one or any combination of the following remedial steps:

(a) Without declaring the Note to be immediately due and payable, require the District to pay to the Trustee, as holder of the Note, an amount equal to the principal of the Note and interest thereon to maturity, plus all other amounts due hereunder, and upon notice to the District the same shall become immediately due and payable by the District without further notice or demand; and

(b) Take whatever other action at law or in equity (except for acceleration of payment on the Note) which may appear necessary or desirable to collect the amounts then due and thereafter to become due hereunder or to enforce any other of its rights hereunder.

Notwithstanding the foregoing, if the District's Note is secured in whole or in part by a Credit Instrument or if the Credit Provider is subrogated to rights under the District's Note, as long as the Credit Provider has not failed to comply with its payment obligations under the Credit Instrument, the Credit Provider shall have the right to direct the remedies upon any Event of Default hereunder, and the Credit Provider's prior consent shall be required to any remedial action proposed to be taken by the Trustee hereunder.

If the Credit Provider is not reimbursed for any drawing, payment or claim, as applicable, used to pay principal of and interest on the Note due to a default in payment on the Note by the District, or if any principal of or interest on the Note remains unpaid after the Maturity Date, the Note shall be a Defaulted Note, the unpaid portion (including the interest component, if applicable) thereof or the portion (including the interest component, if applicable) to which a Credit Instrument applies for which reimbursement on a draw, payment or claim has not been made shall be deemed outstanding and shall bear interest at the Default Rate until the District's obligation on the Defaulted Note is paid in full or payment is duly provided for, all subject to Section 8 hereof.

Section 13. Trustee. The Trustee is hereby appointed as paying agent, registrar and authenticating agent for the Note. The District hereby directs and authorizes the payment by the Trustee of the interest on and principal of the Note when such become due and payable, from the Payment Account held by the Trustee in the name of the District in the manner set forth herein. The District hereby covenants to deposit funds in such account at the time and in the amount specified herein to provide sufficient moneys to pay the principal of and interest on the Note on the day on which it matures. Payment of the Note shall be in accordance with the terms of the Note and this Resolution.

The District hereby agrees to maintain as paying agent, registrar and authenticating agent of the Note, the Trustee under the Trust Agreement.

Section 14. Approval of Actions. The aforementioned Authorized Representatives of the District are hereby authorized and directed to execute the Note and cause the Trustee to authenticate and accept delivery of the Note, pursuant to the terms and conditions of this Resolution and the Trust Agreement. All actions heretofore taken by the officers and agents of the District or this Legislative Body with respect to the sale and issuance of the Note and participation in the Program are hereby approved, confirmed and ratified and the Authorized Representatives and agents of the District are hereby authorized and directed, for and in the name and on behalf of the District, to do any and all things and take any and all actions and execute any and all certificates, agreements and other documents which they, or any of them, may deem necessary or advisable in order to consummate the lawful issuance and delivery of the

Note in accordance with, and related transactions contemplated by, this Resolution. The Authorized Representatives of the District referred to above in Section 4 hereof are hereby designated as "Authorized District Representatives" under the Trust Agreement.

In the event that the Note or a portion thereof is secured by a Credit Instrument, any one of the Authorized Representatives of the District is hereby authorized and directed to provide the Credit Provider, with any and all information relating to the District as such Credit Provider may reasonably request.

Section 15. Proceedings Constitute Contract. The provisions of the Note and of this Resolution shall constitute a contract between the District and the registered owner of the Note and the Credit Provider, if any, and such provisions shall be enforceable by mandamus or any other appropriate suit, action or proceeding at law or in equity in any court of competent jurisdiction, and shall be irrevocable. The Credit Provider, if any, is a third party beneficiary of the provisions of this Resolution and the Note.

Section 16. Limited Liability. Notwithstanding anything to the contrary contained herein or in the Note or in any other document mentioned herein, the District shall not have any liability hereunder or by reason hereof or in connection with the transactions contemplated hereby except to the extent payable from moneys available therefor as set forth in Section 8 hereof.

Section 17. Amendments. At any time or from time to time, the District may adopt one or more Supplemental Resolutions with the written consents of the Authority and the Credit Provider, if any, but without the necessity for consent of the owner of the Note for any one or more of the following purposes:

- (a) to add to the covenants and agreements of the District in this Resolution, other covenants and agreements to be observed by the District which are not contrary to or inconsistent with this Resolution as theretofore in effect;
- (b) to add to the limitations and restrictions in this Resolution, other limitations and restrictions to be observed by the District which are not contrary to or inconsistent with this Resolution as theretofore in effect;
- (c) to confirm, as further assurance, any pledge under, and the subjection to any lien or pledge created or to be created by, this Resolution, of any monies, securities or funds, or to establish any additional funds or accounts to be held under this Resolution;
- (d) to cure any ambiguity, supply any omission, or cure or correct any defect or inconsistent provision in this Resolution; or
- (e) to amend or supplement this Resolution in any other respect;

provided, however, that any such Supplemental Resolution does not adversely affect the interests of the owner of the Note or of the Note Participations executed and delivered in connection with the Notes.

Any modifications or amendment of this Resolution and of the rights and obligations of the District and of the owner of the Note or of the Note Participations executed and delivered in connection with the Notes may be made by a Supplemental Resolution, with the written consents of the Authority and the Credit Provider, if any, and with the written consent of the owners of at least a majority in principal amount of the Note and of the Note Participations executed and delivered in connection with the Notes outstanding at the time such consent is given; provided, however, that if such modification or amendment will, by its terms, not take effect so long as the Note or any or of the Note Participations executed and delivered in connection with the Notes remain outstanding, the consent of the owners of such Note or of the Note Participations executed and delivered in connection with the Notes shall not be required. No such modification or amendment shall permit a change in the maturity of the Note or a reduction of the principal amount thereof or an extension of the time of any payment thereon or a reduction of the rate of interest thereon, or a change in the date or amounts of the pledge set forth in this Resolution, without the consent of the owners of such Note or the owners of all of the Note Participations executed and delivered in connection with the Notes, or shall reduce the percentage of the Note or the owners of all of the Note Participations executed and delivered in connection with the Notes, the consent of the owners of which is required to effect any such modification or amendment, or shall change or modify any of the rights or obligations of the Trustee without its written assent thereto.

Notwithstanding any other provision herein, the provisions of this resolution as they relate to the terms of the Note Participations may be modified by the Purchase Agreement.

Section 18. Severability. In the event any provision of this Resolution shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 19. Request to Borrow; Transmittal of Resolution. The Note shall be issued in conjunction with the note or notes of one or more other community college districts, as described in Section 53853(b) of the Act. Following its adoption by the Board, signed copies of this resolution shall be transmitted by the secretary or clerk of the Board to the treasurer of the county (the "County") in which the District is located, to the County's board of supervisors (the "County Board"), and to the County's superintendent of schools. Transmittal of this resolution to the County Board shall constitute a request by the Board for borrowing and for the issuance of the Note by the County Board. This resolution is based on the assumption that the County Board will fail to authorize, by resolution, the issuance of the Note within 45 calendar days of its receipt hereof or that the County Board will notify the District that it will not authorize the issuance of the Note within such 45-day period. If within such 45-day period the County Board authorizes, by resolution, issuance of the Note, then, notwithstanding this resolution, the Notes shall be issued in the name of the District by the County Board pursuant to such resolution of the County Board.

Section 20. Limited Liability and Indemnification. (a) Notwithstanding anything to the contrary contained herein or in the Note or in any other document mentioned herein or related to the Note or to any Series of Note Participations to which the Note may be assigned, the District shall not have any liability hereunder or by reason hereof or in connection with the transactions contemplated hereby except to the extent payable from moneys available therefor as set forth herein and (b) the District shall indemnify and hold harmless, to the extent permitted by law, the County and its officers and employees ("Indemnified Parties"), against any and all losses, claims, damages or liabilities, joint or several, to which such Indemnified Parties may become subject because of action or inaction related to the adoption of a resolution by the County Board of Supervisors providing for the issuance and sale of the Notes, or related to the proceedings for sale, award, issuance and delivery of the Notes in accordance therewith and herewith. The District shall also reimburse any such Indemnified Parties for any legal or other expenses incurred in connection with investigating or defending any such claims or actions.

Section 21. Appointment of Professionals. The law firm of Stradling Yocca Carlson & Rauth is hereby appointed as Special Counsel for the Program. The District acknowledges that Special Counsel regularly performs legal services for many private and public entities in connection with a wide variety of matters, and that Special Counsel has represented, is representing or may in the future represent other public entities, underwriters, trustees, rating agencies, insurers, credit enhancement providers, lenders, financial and other consultants who may have a role or interest in the proposed financing or that may be involved with or adverse to District in this or some other matter. Given the special, limited role of Special Counsel described above the District acknowledges that no conflict of interest exists or would exist, waives any conflict of interest that might appear to exist, and consents to any and all such relationships.

RBC Capital Markets Corporation, Los Angeles, California is hereby appointed as Underwriter for the Program. Other underwriters or placement agents, as applicable, may be engaged as provided in the Pricing Confirmation.

Section 22. Form 8038-G; Continuing Disclosure. (A) Any Authorized Officer is hereby authorized to execute and deliver any Information Return for Tax-Exempt Governmental Obligations, Form 8038-G of the Internal Revenue Service ("Form 8038-G"), in connection with the issuance of the Note and the related Series of Note Participations. To the extent permitted by law, the Authority, the Trustee, the Underwriter and Special Counsel are each hereby authorized to execute and deliver any Form 8038-G for and on behalf of the District in connection with the issuance of the Note and the related Series of Note Participations, as directed by an Authorized Officer of the District.

(B) The District covenants, for the sole benefit of the Owners of the Series of Note Participations which evidence and represent the Note (and, to the extent specified in this Section 22, the beneficial owners thereof), that the District shall provide in a timely manner, through the Trustee acting as dissemination agent (the "Dissemination Agent") to the Municipal Securities Rulemaking Board notice of any of the following events with respect to the District's outstanding Note, if material (each a

"Listed Event"): (1) principal and interest payment delinquencies on the Note and the related Series of Note Participations; (2) non-payment related defaults; (3) modifications to rights of Owners and beneficial owners of the Series of Note Participations which evidence and represent the Note; (4) optional, contingent or unscheduled bond calls; (5) defeasances; (6) rating changes; (7) adverse tax opinions or events affecting the tax-exempt status of the Note and the related Series of Note Participations; (8) unscheduled draws on debt service reserves reflecting financing difficulties; (9) unscheduled draws on the credit enhancement reflecting financial difficulties; (10) substitution of credit or liquidity providers, or their failure to perform; and (11) release, substitution or sale of property securing repayment of the Note.

Whenever the District obtains knowledge of the occurrence of a Listed Event, the District shall as soon as possible determine if such event would be material under applicable federal securities laws. The Authority and the Dissemination Agent shall have no responsibility for such determination and shall be entitled to conclusively rely upon the District's determination.

If the District determines that knowledge of the occurrence of a Listed Event would be material under applicable federal securities laws, the District shall promptly provide the Authority and the Dissemination Agent with a notice of such occurrence which the Dissemination Agent agrees to file with the Municipal Securities Rulemaking Board.

(C) In the event of a failure of the District to comply with any provision of this section, any Owner or beneficial owner of the related Series of Note Participations may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this section. A default under this section shall not be deemed an Event of Default under Section 12 hereof, and the sole remedy under this section in the event of any failure of the District to comply with this section shall be an action to compel performance.

(D) For the purposes of this section, a "beneficial owner" shall mean any person which has the power, directly or indirectly, to make investment decisions concerning ownership of any Note Participations of the Series which evidences and represents the Notes (including persons holding Note Participations through nominees, depositories or other intermediaries).

(E) The District's obligations under this section shall terminate upon the legal defeasance, prior redemption or payment in full of its Note. If such termination occurs prior to the final maturity of the related Note Participations, the District shall give notice of such termination in the same manner as for a Listed Event under subsection (B) of this section.

(F) The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the District pursuant to this section. In no event shall the Dissemination Agent be responsible for preparing any notice or report or for filing any notice or report which it has not received in a timely manner and

in a format suitable for reporting. Nothing in this section shall be deemed to prevent the District from disseminating any other information, using the means of dissemination set forth in this section or any other means of communication, or including any other notice of occurrence of a Listed Event, in addition to that which is required by this section. If the District chooses to include any information in any notice of occurrence of a Listed Event in addition to that which is specifically required by this section, the District shall have no obligation under this section to update such information or include it in any future notice of occurrence of a Listed Event.

(G) Notwithstanding any other provision of this Resolution, the District with the consent of the Dissemination Agent and notice to the Authority may amend this section, and any provision of this section may be waived, provided that the following conditions are satisfied:

(1) If the amendment or waiver relates to the provisions of subsection (B) of this section, it may only be made in connection with a change in circumstance that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Note and the related Note Participations, or the type of business conducted;

(2) The undertaking, as amended or taking into account such waiver, would in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Note and the related Note Participations, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(3) The amendment or waiver either (i) is approved by the Owners or beneficial owners of the Note Participations of the Series which evidences and represents the Note in the same manner as provided in the Trust Agreement for amendments to the Trust Agreement with the consent of Owners or beneficial owners, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Owners or beneficial owners of the related Note Participations. In the event of any amendment or waiver of a provision of this section, notice of such change shall be given in the same manner as for an event listed under subsection (B) of this section, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver; provided, however, the District shall be responsible for preparing such narrative explanation.

(H) The Dissemination Agent shall have only such duties as are specifically set forth in this section. The Dissemination Agent shall not be liable for the exercise of any of its rights hereunder or for the performance of any of its obligations hereunder or for anything whatsoever hereunder, except only for its own willful misconduct or gross negligence. Absent gross negligence or willful misconduct, the Dissemination Agent shall not be liable for an error of judgment. No provision hereof shall require the Dissemination Agent to expend or risk its own funds or otherwise incur any financial or other liability or risk in the performance of any of its obligations hereunder, or in the exercise of any of its rights hereunder, if such funds or adequate

indemnity against such risk or liability is not reasonably assured to it. The District hereunder agrees to compensate the Dissemination Agent for its reasonable fees in connection with its services hereunder, but only from the District's share of the costs of issuance deposited in the Costs of Issuance Fund held and invested by the Trustee under the Trust Agreement.

(I) This section shall inure solely to the benefit of the District, the Dissemination Agent, the Underwriter and the Owners and beneficial owners from time to time of the Note Participations, and shall create no rights in any other person or entity.

Section 23. Resolution Parameters.

- (a) Name of District: San Francisco Community College District
- (b) Maximum Amount of Borrowing: \$36,000,000.
- (c) Authorized Representatives:

TITLE

- (1) Vice Chancellor of Finance and Administration
- (2) Chief Financial Officer
- (3) Controller

Section 24. Effective Date. This Resolution shall take effect from and after its date of adoption.

PASSED AND ADOPTED by the District this 26th day of March, 2009, by the following vote:

AYES:

NOES:

ABSENT:

By: _____
President, Board of Trustees

Attest:

Secretary, Board of Trustees

EXHIBIT A

FORM OF NOTE

SAN FRANCISCO COMMUNITY COLLEGE DISTRICT
2009 TAX AND REVENUE ANTICIPATION NOTE, SERIES A^{*/}

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>
<u>First Repayment Date</u>	<u>Second Repayment Date</u>	<u>Third Repayment Date</u>
___% (Total of principal and interest due on Note at maturity)	___% (Total of principal and interest due on Note at maturity)	___% (Total of principal and interest due on Note at maturity) ^{**/}

REGISTERED OWNER:

PRINCIPAL AMOUNT:

FOR VALUE RECEIVED, the District designated above (the "District") acknowledges itself indebted to and promises to pay to the registered owner identified above, or registered assigns, on the maturity date set forth above, the principal sum specified above in lawful money of the United States of America, and to pay interest thereon on each Interest Payment Date, as defined in the Trust Agreement, at the rate of interest specified above (the "Note Rate"). Principal of and interest on this Note are payable in such coin or currency of the United States as at the time of payment is legal tender for payment of private and public debts, such principal to be paid upon surrender hereof at the principal corporate trust office of Wells Fargo Bank, National Association in Los Angeles, California, or its successor in trust (the "Trustee"). Interest is payable as specified in the Trust Agreement. Interest shall be calculated on the basis of a 360-day year, consisting of twelve 30-day months, in like lawful money from the date hereof until the maturity date specified above and, if funds are not provided for payment at maturity, thereafter on the basis of a 360-day year for actual days elapsed until payment in full of said principal sum. Both the principal of and interest on this Note shall be payable only to the registered owner hereof upon surrender of this Note as the same shall fall due; *provided, however*, no interest shall be payable for any period after maturity during which the holder hereof fails to properly present this Note for payment. If the District fails to pay this Note when due or the Credit Provider (as defined in the Resolution hereinafter described), if any, is not reimbursed in full for the amount drawn on or paid pursuant to the Credit Instrument (as defined in the Resolution)

^{*/} If more than one Series is issued under the Program in the Repayment Fiscal Year.

^{**/} Number of Repayment Dates and percentages to be determined in Pricing Confirmation (as defined in the Resolution).

to pay all or a portion of this Note on the date of such payment, this Note shall become a Defaulted Note (as defined and with the consequences set forth in the Resolution).

It is hereby certified, recited and declared that this Note (the "Note") represents the authorized issue of the Note in the aggregate principal amount made, executed and given pursuant to and by authority of certain resolutions of the Legislative Body of the District duly passed and adopted heretofore, under and by authority of Article 7.6 (commencing with Section 53850) of Chapter 4, Part 1, Division 2, Title 5 of the California Government Code (collectively, the "Resolution"), to all of the provisions and limitations of which the owner of this Note, by acceptance hereof, assents and agrees.

The principal of the Note, together with the interest thereon, shall be payable from taxes, income, revenue, cash receipts and other moneys which are received by the District for the general fund of the District and are attributable to the Repayment Fiscal Year, as defined in the Resolution, and which are available for payment thereof. As security for the payment of the principal of and interest on the Note, the District has pledged the first amounts of unrestricted revenues of the District received on the last day of the Repayment Months (as defined in the Resolution) identified in the Pricing Confirmation (as defined in the Resolution) (and any amounts received thereafter attributable to the Repayment Fiscal Year) until the amount on deposit in the Payment Account (as defined in the Resolution) in each such month, is equal to the corresponding percentages of principal of and interest due on the Note as set forth in the Pricing Confirmation (such pledged amounts being hereinafter called the "Pledged Revenues"), and the principal of the Note and the interest thereon shall constitute a first lien and charge thereon and shall be payable from the Pledged Revenues, and to the extent not so paid shall be paid from any other moneys of the District lawfully available therefor as set forth in the Resolution. The full faith and credit of the District is not pledged to the payment of the principal or interest on this Note.

The District and the Trustee may deem and treat the registered owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and the District and the Trustee shall not be affected by any notice to the contrary.

It is hereby certified that all of the conditions, things and acts required to exist, to have happened and to have been performed precedent to and in the issuance of this Note do exist, have happened and have been performed in due time, form and manner as required by the Constitution and statutes of the State of California and that the amount of this Note, together with all other indebtedness of the District, does not exceed any limit prescribed by the Constitution or statutes of the State of California.

It is hereby certified that all of the conditions, things and acts required to exist, to have happened and to have been performed precedent to and in the issuance of this Note do exist, have happened and have been performed in due time, form and manner as required by the Constitution and statutes of the State of California and that the amount of this Note, together with all other indebtedness of the District, does not exceed any limit prescribed by the Constitution or statutes of the State of California.

IN WITNESS WHEREOF, the Legislative Body of the District has caused this Note to be executed by the manual or facsimile signature of a duly Authorized Representative of the District and countersigned by the manual or facsimile signature of the Secretary or Clerk of the Board of Trustees as of the date of authentication set forth below.

SAN FRANCISCO COMMUNITY COLLEGE DISTRICT

By: _____
President, Board of Trustees

Countersigned

By: _____
Secretary, Board of the Trustees

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Note is the Note mentioned in the within-mentioned Resolution authenticated on the following date:

WELLS FARGO BANK, NATIONAL ASSOCIATION, as
Trustee

By: _____
Authorized Officer

[STATEMENT OF INSURANCE]*

* To be used only if Credit Instrument is a policy of municipal bond insurance.

Office of the Mayor
City & County of San Francisco



RECEIVED
MAYOR'S OFFICE

09 APR 11 PM 1:57

orig - C Page
BOS-11 AC
All Dep Dir.
CA, RC
Gavin Newsom

(16)

April 8, 2009

Ms. Angela Calvillo
San Francisco Board of Supervisors
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94109

RECEIVED
BOARD OF SUPERVISORS
SAN FRANCISCO
2009 APR 13 AM 8:00

Dear Ms. Calvillo,

Pursuant to Charter Section 3.100, I hereby designate Supervisor Carmen Chu as Acting-Mayor from the time I leave the state of California at 1:45PM on Sunday, April 12, 2009, until 12:00AM Wednesday, April 15, 2009.

I hereby designate Supervisor Bevan Dufty as Acting-Mayor from 12:00AM on Wednesday, April 15, 2009, until 8:45PM Thursday, April 16, 2009. In the event I am delayed, I designate Supervisor Dufty to continue to be the Acting-Mayor until my return to California.

Sincerely,


Gavin Newsom
Mayor, City and County of San Francisco

cc: Mr. Dennis Herrera, City Attorney

(16)



GS

04/10/2009 12:04 PM

To board.of.supervisors@sfgov.org

cc

bcc

Subject tax credit loans

(17)

Hi,

Here's a proposal for a cheap program that would aid SF housing recovery.

<http://www.nmmfa.org/lender/lenTaxCredit.asp>

A loan backed by the first time homebuyer credit. Sounds like a good idea if the borrower gets a normal 30year fixed at prime or alt-a rates and already has some down payment funds. Additional down payment assistance on top of that would just make houses more affordable.

Thanks.

-Gary

(17)

Board of
Supervisors/BOS/SFGOV

04/13/2009 09:55 AM

To Lolita Espinosa/BOS/SFGOV, Rana Calonsag/BOS/SFGOV,
Alistair Gibson/BOS/SFGOV,

cc

bcc

Subject Fw: BOARD OF SUPERVISORS INQUIRY - SECOND PAST
DUE NOTICE # 20090210-004

18

Complete a Board of Supervisors Customer Satisfaction form by clicking the link below.
http://www.sfgov.org/site/bdsupvrs_form.asp?id=18548

----- Forwarded by Board of Supervisors/BOS/SFGOV on 04/13/2009 09:57 AM -----



"Vaing, Jonathan"
<Jonathan.Vaing@sfdpw.org>
>

04/11/2009 02:54 PM

To Board of Supervisors <Board.of.Supervisors@sfgov.org>

cc "Black, Sue" <SBlack@sfgov.org>, Board of Supervisors
<Board.of.Supervisors@sfgov.org>, "Brown, Vallie"
<Vallie.Brown@sfgov.org>, "Galbreath, Rick"
<Rick.Galbreath@sfgov.org>, "Galli, Phil"
<Phil.Galli@sfdpw.org>, "Hines, Timothy"
<Timothy.Hines@sfdpw.org>, "Lee, Frank W"
<Frank.W.Lee@sfdpw.org>, "Nuru, Mohammed"
<Mohammed.Nuru@sfdpw.org>, "Pollock, Jeremy"
<Jeremy.Pollock@sfgov.org>, "Reiskin, Ed"
<Ed.Reiskin@sfdpw.org>, "Rodis, Nathan"
<Nathan.Rodis@sfdpw.org>, "Stringer, Larry"
<Larry.Stringer@sfdpw.org>

Subject RE: BOARD OF SUPERVISORS INQUIRY - SECOND PAST
DUE NOTICE # 20090210-004

Here's the status of removing graffiti at the following private property locations:

500 Buchanan	SR# 883533 - Notice Posted- Graffiti Abated 3-21-09)
295 Buchanan	SR# 887562 - Nothing Found 2-12-09)
99 Webster	SR# 887620 - Notice Posted- Graffiti Abated 2-17-09)
1317 Haight	SR# 892568 - Second Notice Due 4-20-09)
1401 Haight	SR# 893237 - Notice Posted- Graffiti Abated 2-23-09)
1429 Haight	SR# 892571 - Notice Posted- Graffiti Abated 2-21-09)
1606 Haight	SR# 892572 - Second Notice Due 4-20-09)
1667 Haight	SR# 892573 - Second Notice Due 4-20-09)
1695 Waller	SR# 892574 - Nothing Found 2-21-09)
1527 Waller	SR# 892130 - Second Notice Due 4-20-09)
97 Central	SR# 892568 - Second Notice Due 4-20-09)
1300 Haight	SR# 892578 - Notice Posted - Graffiti Abated 3-7-09)
983 Haight	SR# 892579 - Second Notice Due 4-20-09)

Jonathan C. Vaing
SF-DPW Graffiti Unit
Operation Act. Supervisor II.
Office: 415-695-2181
Fax: 415-641-2640

18

Jonathan.Vaing@sfdpw.org

Jonathan C. Vaing
SF-DPW Graffiti Unit
Operation Act. Supervisor II
Office: 415-695-2181
Fax: 415-641-2640
Jonathan.Vaing@sfdpw.org

-----Original Message-----

From: Rodis, Nathan
Sent: Friday, April 03, 2009 10:26 AM
To: Vaing, Jonathan
Cc: Nuru, Mohammed; Stringer, Larry
Subject: FW: BOARD OF SUPERVISORS INQUIRY - SECOND PAST DUE NOTICE #
20090210-004

Jonathan,

Please respond directly to the Board of Supervisors and copy Supe. Mirkarimi.
Please use the reference number in your reply title, and copy Frank W. Lee and
myself because we are tracking these requests.

Thank you!

Nathan Rodis
Assistant to the Director's Office
Department of Public Works
1 Dr. Carlton B. Goodlett Place
City Hall, Room 348
San Francisco, CA 94102
Ph: (415) 554-6920 Fax: (415) 554-6944

-----Original Message-----

From: Board of Supervisors
Sent: Thursday, April 02, 2009 4:09 PM
To: Reiskin, Ed
Subject: BOARD OF SUPERVISORS INQUIRY - SECOND PAST DUE NOTICE

BOARD OF SUPERVISORS INQUIRY - SECOND PAST DUE NOTICE
If you have already responded, please disregard this notice.
For any questions, call (415) 554-7708.

TO: Edward Reiskin
Public Works

FROM: Clerk of the Board
DATE: 4/2/2009
REFERENCE: 20090210-004
FILE NO.

Due Date: 3/14/2009
Reminder Sent: 3/19/2009
Past Due Notice Sent: 3/27/2009

The inquiry referenced above from Supervisor Mirkarimi was made at the Board meeting on 2/10/2009 and a response was requested by the due date shown above.

Please indicate the reference number shown above in your response, direct the original via email to Board.of.Supervisors@sfgov.org and send a copy to the Supervisor(s) noted above.

For your convenience, the original inquiry is repeated below.

Requesting the Department of Public Works to report on the status of removing graffiti at the following private property locations:

Statue in the Panhandle on Broderick between Oak and Fell

500 Buchanan

295 Buchanan

99 Webster

1317 Haight

1401 Haight

1429 Haight

1606 Haight

1667 Haight

1695 Waller

1527 Waller

97 Central

1300 Haight

983 Haight

**Board of
Supervisors/BOS/SFGOV**

04/13/2009 09:55 AM

To Lolita Espinosa/BOS/SFGOV, Rana Calonsag/BOS/SFGOV,
Alistair Gibson/BOS/SFGOV,

cc

bcc

Subject Fw: BOARD OF SUPERVISORS INQUIRY # 20090324-004

(19)

Complete a Board of Supervisors Customer Satisfaction form by clicking the link below.
http://www.sfgov.org/site/bdsupvrs_form.asp?id=18548

----- Forwarded by Board of Supervisors/BOS/SFGOV on 04/13/2009 09:57 AM -----



"Vaing, Jonathan"
<Jonathan.Vaing@sfdpw.org>
>

04/11/2009 03:21 PM

To Board of Supervisors <Board.of.Supervisors@sfgov.org>

cc "Black, Sue" <SBlack@sfgov.org>, "Brown, Vallie"
<Vallie.Brown@sfgov.org>, "Galbreath, Rick"
<Rick.Galbreath@sfgov.org>, "Galli, Phil"
<Phil.Galli@sfdpw.org>, "Hines, Timothy"
<Timothy.Hines@sfdpw.org>, "Lee, Frank W"
<Frank.W.Lee@sfdpw.org>, "Nuru, Mohammed"
<Mohammed.Nuru@sfdpw.org>, "Pollock, Jeremy"
<Jeremy.Pollock@sfgov.org>, "Reiskin, Ed"
<Ed.Reiskin@sfdpw.org>, "Rodis, Nathan"
<Nathan.Rodis@sfdpw.org>, "Stringer, Larry"
<Larry.Stringer@sfdpw.org>

Subject RE: BOARD OF SUPERVISORS INQUIRY # 20090324-004

Here's the status of removing graffiti from the following locations:

Garbage Cans:

Southwest corner Divisadero & McAllister
Southwest corner Divisadero & Geary

SR# 908107 (Abated 4-3-09)
SR# 908108 (Abated 4-3-09)

Mailboxes:

Northeast corner Laguna & Fell

SR# 908109 (Abated 4-3-09)

Jonathan C. Vaing
SF-DPW Graffiti Unit
Operation Act. Supervisor II
Office: 415-695-2181
Fax: 415-641-2640
Jonathan.Vaing@sfdpw.org

-----Original Message-----

From: Rodis, Nathan
Sent: Wednesday, April 01, 2009 2:30 PM
To: Vaing, Jonathan
Cc: Nuru, Mohammed; Stringer, Larry
Subject: FW: BOARD OF SUPERVISORS INQUIRY # 20090324-004

(19)

Jonathan,

Please respond directly to the Board of Supervisors and copy Supe. Mirkarimi. Please use the reference number in your reply title, and copy Frank W. Lee and myself because we are tracking these requests.

Thank you!

Nathan Rodis
Assistant to the Director's Office
Department of Public Works
1 Dr. Carlton B. Goodlett Place
City Hall, Room 348
San Francisco, CA 94102
Ph: (415) 554-6920 Fax: (415) 554-6944

-----Original Message-----

From: Board of Supervisors
Sent: Friday, March 27, 2009 9:04 AM
To: Reiskin, Ed
Subject: BOARD OF SUPERVISORS INQUIRY

BOARD OF SUPERVISORS INQUIRY
For any questions, call the sponsoring supervisor

TO: Edward Reiskin
Public Works

FROM: Clerk of the Board
DATE: 3/27/2009
REFERENCE: 20090324-004
FILE NO.

Due Date: 4/26/2009

This is an inquiry from a member of the Board of Supervisors made at the Board meeting on 3/24/2009.

Supervisor Mirkarimi requests the following information:

Requesting the Department of Public Works to report on the status of removing graffiti from the following locations:

Garbage Cans
Southwest corner Divisadero & McAllister
Southwest corner Divisadero & Geary

Mailboxes
Northeast corner Laguna & Fell

Please indicate the reference number shown above in your response, direct the original via email to Board.of.Supervisors@sfgov.org and send a copy to the Supervisor(s) noted above.

Your response to this inquiry is requested by 4/26/2009

Board of
Supervisors/BOS/SFGOV

04/13/2009 09:54 AM

To Lolita Espinosa/BOS/SFGOV, Rana Calonsag/BOS/SFGOV,
Alistair Gibson/BOS/SFGOV,

cc

bcc

Subject Fw: BOARD OF SUPERVISORS INQUIRY # 20090331-004

(20)

Complete a Board of Supervisors Customer Satisfaction form by clicking the link below.
http://www.sfgov.org/site/bdsupvrs_form.asp?id=18548

----- Forwarded by Board of Supervisors/BOS/SFGOV on 04/13/2009 09:56 AM -----



"Vaing, Jonathan"
<Jonathan.Vaing@sfdpw.org>
>

04/11/2009 03:33 PM

To Board of Supervisors <Board.of.Supervisors@sfgov.org>

cc "Black, Sue" <SBlack@sfgov.org>, Board of Supervisors
<Board.of.Supervisors@sfgov.org>, "Brown, Vallie"
<Vallie.Brown@sfgov.org>, "Galbreath, Rick"
<Rick.Galbreath@sfgov.org>, "Galli, Phil"
<Phil.Galli@sfdpw.org>, "Hines, Timothy"
<Timothy.Hines@sfdpw.org>, "Lee, Frank W"
<Frank.W.Lee@sfdpw.org>, "Nuru, Mohammed"
<Mohammed.Nuru@sfdpw.org>, "Pollock, Jeremy"
<Jeremy.Pollock@sfgov.org>, "Reiskin, Ed"
<Ed.Reiskin@sfdpw.org>, "Rodis, Nathan"
<Nathan.Rodis@sfdpw.org>, "Stringer, Larry"
<Larry.Stringer@sfdpw.org>

Subject RE: BOARD OF SUPERVISORS INQUIRY # 20090331-004

Here's the status of removing graffiti from the following locations:

Metal Pole:

In front 850 Oak
Southeast corner Central & Haight
Northeast corner Frederick & Lincoln
Northeast corner Baker & Haight

SR# 905304 (Abated 4-9-09)
SR# 906395 (Abated 3-5-09)
SR# 906397 (Abated 4-5-09)
SR# 906419 (Abated 4-5-09)

Bus Shelters

Southwest corner Scott & Hayes
311 on 4-11-09)

SR# 908113 (Request sent to

All four bus shelters on Haight & Fillmore
311 on 4-2-09)

SR# 905276 (Request sent to

Jonathan C. Vaing
SF-DPW Graffiti Unit
Operation Act. Supervisor II
Office: 415-695-2181
Fax: 415-641-2640
Jonathan.Vaing@sfdpw.org

-----Original Message-----

(20)

From: Rodis, Nathan
Sent: Friday, April 03, 2009 11:30 AM
To: Vaing, Jonathan
Cc: Nuru, Mohammed; Stringer, Larry
Subject: FW: BOARD OF SUPERVISORS INQUIRY # 20090331-004

Jonathan,

Please respond directly to the Board of Supervisors and copy Supe. Mirkarimi. Please use the reference number in your reply title, and copy Frank W. Lee and myself because we are tracking these requests.

Thank you!

Nathan Rodis
Assistant to the Director's Office
Department of Public Works
1 Dr. Carlton B. Goodlett Place
City Hall, Room 348
San Francisco, CA 94102
Ph: (415) 554-6920 Fax: (415) 554-6944

-----Original Message-----

From: Board of Supervisors
Sent: Thursday, April 02, 2009 4:08 PM
To: Reiskin, Ed
Subject: BOARD OF SUPERVISORS INQUIRY

BOARD OF SUPERVISORS INQUIRY
For any questions, call the sponsoring supervisor

TO: Edward Reiskin
Public Works

FROM: Clerk of the Board
DATE: 4/2/2009
REFERENCE: 20090331-004
FILE NO.

Due Date: 5/2/2009

This is an inquiry from a member of the Board of Supervisors made at the Board meeting on 3/31/2009.

Supervisor Mirkarimi requests the following information:

Requesting the Department of Public Works to report on the status of removing graffiti from the following locations:

Metal Pole
In front 850 Oak
Southeast corner Central & Haight
Northeast corner Frederick & Lincoln
Northeast corner Baker & Haight

Bus Shelters

Southwest corner Scott & Hayes
All four bus shelters on Haight & Fillmore

Please indicate the reference number shown above in your response, direct the original via email to Board.of.Supervisors@sfgov.org and send a copy to the Supervisor(s) noted above.

Your response to this inquiry is requested by 5/2/2009

**Board of
Supervisors/BOS/SFGOV**

04/13/2009 09:54 AM

To Lolita Espinosa/BOS/SFGOV, Rana Calonsag/BOS/SFGOV,
Alistair Gibson/BOS/SFGOV,

cc

bcc

Subject Fw: BOARD OF SUPERVISORS INQUIRY # 20090331-005

21

Complete a Board of Supervisors Customer Satisfaction form by clicking the link below.
http://www.sfgov.org/site/bdsupvrs_form.asp?id=18548

----- Forwarded by Board of Supervisors/BOS/SFGOV on 04/13/2009 09:56 AM -----



"Vaing, Jonathan"
<Jonathan.Vaing@sfdpw.org>
>

04/11/2009 03:38 PM

To Board of Supervisors <Board.of.Supervisors@sfgov.org>

cc "Black, Sue" <SBlack@sfgov.org>, Board of Supervisors
<Board.of.Supervisors@sfgov.org>, "Brown, Vallie"
<Vallie.Brown@sfgov.org>, "Galbreath, Rick"
<Rick.Galbreath@sfgov.org>, "Galli, Phil"
<Phil.Galli@sfdpw.org>, "Hines, Timothy"
<Timothy.Hines@sfdpw.org>, "Lee, Frank W"
<Frank.W.Lee@sfdpw.org>, "Nuru, Mohammed"
<Mohammed.Nuru@sfdpw.org>, "Pollock, Jeremy"
<Jeremy.Pollock@sfgov.org>, "Reiskin, Ed"
<Ed.Reiskin@sfdpw.org>, "Rodis, Nathan"
<Nathan.Rodis@sfdpw.org>, "Stringer, Larry"
<Larry.Stringer@sfdpw.org>

Subject RE: BOARD OF SUPERVISORS INQUIRY # 20090331-005

Here's the status of removing graffiti from the following locations:

Utility Boxes:

Northwest corner Divisadero & Oak	SR# 906429 (Abated 4-6-09)
Southwest corner 7th Avenue & Lincoln	SR# 906433 (Abated 4-6-09)

Garbage Cans:

Northeast corner of 7th Avenue & Hugo	SR# 906439 (Nothing Found 4-6-09)
---------------------------------------	-----------------------------------

Mailboxes:

Northeast corner Fillmore & Haight	SR# 906456 (Abated 4-6-09)
Northeast corner of Hugo & 7th Avenue	SR# 906460 (Abated 4-6-09)

Jonathan C. Vaing
SF-DPW Graffiti Unit
Operation Act. Supervisor II
Office: 415-695-2181
Fax: 415-641-2640
Jonathan.Vaing@sfdpw.org

-----Original Message-----

From: Rodis, Nathan
Sent: Friday, April 03, 2009 11:36 AM
To: Vaing, Jonathan

21

Cc: Nuru, Mohammed; Stringer, Larry
Subject: FW: BOARD OF SUPERVISORS INQUIRY # 20090331-005

Jonathan,

Please respond directly to the Board of Supervisors and copy Supe. Mirkarimi.
Please use the reference number in your reply title, and copy Frank W. Lee and myself because we are tracking these requests.

Thank you!

Nathan Rodis
Assistant to the Director's Office
Department of Public Works
1 Dr. Carlton B. Goodlett Place
City Hall, Room 348
San Francisco, CA 94102
Ph: (415) 554-6920 Fax: (415) 554-6944

-----Original Message-----

From: Board of Supervisors
Sent: Thursday, April 02, 2009 4:08 PM
To: Reiskin, Ed
Subject: BOARD OF SUPERVISORS INQUIRY

BOARD OF SUPERVISORS INQUIRY
For any questions, call the sponsoring supervisor

TO: Edward Reiskin
Public Works

FROM: Clerk of the Board
DATE: 4/2/2009
REFERENCE: 20090331-005
FILE NO.

Due Date: 5/2/2009

This is an inquiry from a member of the Board of Supervisors made at the Board meeting on 3/31/2009.

Supervisor Mirkarimi requests the following information:

Requesting the Department of Public Works to report on the status of removing graffiti from the following locations:

Utility Boxes
Northwest corner Divisadero & Oak
Southwest corner 7th Avenue & Lincoln

Garbage Cans
Northeast corner of 7th Avenue & Hugo

Mailboxes
Northeast corner Fillmore & Haight
Northeast corner of Hugo & 7th Avenue

Please indicate the reference number shown above in your response, direct the original via email to Board.of.Supervisors@sfgov.org and send a copy to the Supervisor(s) noted above.

Your response to this inquiry is requested by 5/2/2009



"Dr. Ahimsa Sumchai"
<asumchai@live.com>

04/07/2009 03:47 PM

To Sunshine Task Force <sotf@sfgov.org>, Ahimsa Sumchai

cc

bcc

Subject RE: COB/BOS Response: #09014_Dr. Ahimsa Sumchai vs
COB/BOS

22

Thank you. This matter is clearly within the jurisdiction of the Sunshine Ordinance.

AHIMSA PORTER SUMCHAI, M.D.

> Subject: Fw: COB/BOS Response: #09014_Dr. Ahimsa Sumchai vs COB/BOS
> To: asumchai@live.com; asumchai@sfbayview.com
> From: sotf@sfgov.org
> Date: Mon, 6 Apr 2009 09:05:06 -0700
>
>
> Dr. Ahimsa Porter Sumchai,
>
> This office is in receipt of the attached response regarding the above
> mentioned matter.
>
> Chris Rustom, Administrator
> Sunshine Ordinance Task Force
> 1 Dr. Carlton B. Goodlett Place
> City Hall, Room 244
> San Francisco, CA 94102-4689
> SOTF@SFGov.org
> OFC: (415) 554-7724
> FAX: (415) 554-7854
>
> Complete a SOTF Customer Satisfaction Survey by clicking the link below.
> http://www.sfgov.org/site/sunshine_form.asp?id=34307
> ----- Forwarded by SOTF/SOTF/SFGOV on 04/06/2009 09:10 AM -----
>
> Board of
> Supervisors/BOS/S
> FGOV To
> SOTF/SOTF/SFGOV@SFGOV
> 03/24/2009 11:53 cc
> AM David Chiu/BOS/SFGOV@SFGOV, Angela
> Calvillo/BOS/SFGOV@SFGOV, Frank
> Darby/BOS/SFGOV@SFGOV
> Subject
> COB/BOS Response: #09014_Dr. Ahimsa

22

> Sumchai vs COB/BOS

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> This e-mail is in response to the complaint filed against the President and
> Clerk of the Board of Supervisors by Dr. Ahimsa Porter Sumchai.

> The complaint alleges a violation of the Public Records Act, Brown Act and
> Sunshine Ordinance by a majority of the Board who attended a conference in
> Washington D.C. However, attendance to a conference by a majority of the
> Board is not a violation of the California Public Records Act, the Brown
> Act or the Sunshine Ordinance.

> This office does not question the Task Force's jurisdiction to address the
> issues raised in the complaint. We reserve the right to supplement this
> letter with a further response or responses prior to the April 28, 2009,
> full Task Force meeting.

> Frank Darby
> Records & Information Manager
> Office of the Clerk of the Board of Supervisors
> City Hall, Room 244
> 1 Dr. Carlton B. Goodlett Place
> San Francisco, CA 94605
> (415) 554-5184

Rediscover Hotmail®: Get e-mail storage that grows with you. [Check it out.](#)



"Dr. Ahimsa Sumchai"

04/07/2009 03:41 PM

To Sunshine Task Force <sotf@sfgov.org>, Ethics Commission
<ethics.commission@sfgov.org>, Board Supervisors
<board_of_supervisors@ci.sf.ca.us>,

cc

bcc

Subject BOS Land Use Committee- San Francisco's Secret
Government.

This cannot possibly be true! How can a committee led by a member of the BOS with at least seven Sunshine Ordinance determinations of violation conduct untelevised meetings?

AHIMSA PORTER SUMCHAI, M.D.

To: Michela.Alioto-Pier@sfgov.org; carmen.chu@sfgov.org; Cassandra.Costello@sfgov.org;
catherine.stefani@sfgov.org; connie.chan@sfgov.org; Chris.Daly@sfgov.org;
David.Chiu@sfgov.org; David.Noyola@sfgov.org; David.Campos@sfgov.org;
Bevan.Dufty@sfgov.org; Sean.Elsbernd@sfgov.org; Eric.L.Mar@sfgov.org;
Frances.Hsieh@sfgov.org; boe.hayward@sfgov.org; John.Avalos@sfgov.org;
katy.tang@sfgov.org; vleidner@astound.net; LinShao.Chin@sfgov.org;
Linnette.PeraltaHaynes@sfgov.org; Sophie.Maxwell@sfgov.org; ross.mirkarimi@sfgov.org;
olivia.scanlon@sfgov.org; rebekah.krell@sfgov.org; Rose.Chung@sfgov.org;
cityattorney@sfgov.org; ericj@storefrontpolitical.com; sotf@sfgov.org;
jeff.adachi@sfgov.org; matt.dorsey@sfgov.org; gavin.newsom@sfgov.org;
norman.goldwyn@sfgov.org; patmonkrn@yahoogroups.com;
communityfirstcoalition@yahoogroups.com; enough_bvhp@yahoogroups.com;
isf23@yahoogroups.com
CC: asumchai@sfbayview.com; alicia@peopleorganized.org; bmof123@gmail.com;
rezurxn@hotmail.com; e.c.harvey@att.net; cepheus_1@msn.com; efcobert@yahoo.com;
errisedgerly@yahoo.com; espanolajackson@sbcglobal.net; frandacosta@att.net;
banco9342@sbcglobal.net; gwenstrain@hotmail.com; blockreportradio@gmail.com;
marie@greenaction.org; markus_darkraven@yahoo.com; mecsoft@pacbell.net;
iolmisha@cs.com; m26sf@aol.com; editor@sfbayview.com; revolutionyouthsf@gmail.com;
fernandovenceramos@yahoo.com; swfrisco84@yahoo.com; wsab1@aol.com;
editor@fogcityjournal.com; kimo@webnetic.net; pmonette-shaw@earthlink.net;
jwilderdmuth@schronicle.com; LFulbright@schronicle.com; ilcinfo@earthlink.net;
hopeV1mod@sfha.org; info@podersf.org; rmscoco@yahoo.com; sshapiro@bhnc.org;
tjackson@colemanadvocates.org; avimecca@yahoo.com; dodt@mac.com;
mgoldst1@speakeasy.org; matt.gonzalez@yahoo.com; eileenhansensf8@yahoo.com;
medea@globalexchange.org; grossman356@mac.com
From: patnlisa@sbcglobal.net
Date: Mon, 6 Apr 2009 17:16:36 -0700
Subject: [CommunityFirstCoalition] San Francisco's Secret Government.

To anyone concerned.

One of the most, if not the most, critical issues confronting the citizens of

*San Francisco is Land Use and Economic Development, why are the meetings and activities of this committee kept hidden from us. SFGTV is supposed to be a medium through which we the taxpayers can be kept informed about how our money is spent. The station broadcasts hours of Mayors Press Conferences and Taxi Cab Commission meetings, but presents no coverage of Land Use. There does not even appear to be an accessible web site for this Committee. Why are these proceedings not easily available to the public.
Patrick Monk.RN. Noe Valley.*

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Jim Meko

04/13/2009 08:20 AM

To John Avalos <John.Avalos@sfgov.org>,
Michela.Alioto-Pier@sfgov.org, David.Campos@sfgov.org,
David.Chiu@sfgov.org, Carmen.Chu@sfgov.org, Chris Daly

cc

bcc

Subject WSoMa planning (this week) ... please forward

23

Business and Land Use Committee ([click here for agenda](#))

Thursday, April 16, 2009

6:00 PM in Room 421 of City Hall

It will be a crowded agenda at this week's Business and Land Use Committee, with votes set on a request for legislative action to amend the parking requirements in the Western SoMa Special Use District and another to begin the collection of community benefit fees.

Consensus seem near on the Western SoMa Community Stabilization Policy as well. From the very start, the Community Plan has been based on a set of Planning Principles adopted by the Task Force. The Stabilization Policy is an explicit requirement that development maintain the mixed use quality of the neighborhood and ensure a vibrant and equitable community where opportunities to live and work in close proximity to services and transit are maintained.

Last month a select working group that included representatives of non-profit and market rate developers and Planning Department staff presented a proposal that sets forth housing and land use metrics to serve as triggers for Planning Commission project approvals. In addition, the policy would restrict new housing approvals when the ratio of jobs to households shifts significantly from historic patterns. Minor modifications adding implementation dates were added to the document, Conditional Use findings were bolstered and a vote is expected this week. The policy (attached below) will then be considered by the full Task Force.

TASK FORCE VACANCIES: Seats representing community-based organizations, families, youth, SRO residents, the disabled and seniors are currently open. The Western SoMa Task Force is enabled by Board of Supervisors Resolution 731-04. Visit our website for more information.

<http://www.sfgov.org/site/westernsoma>

To be removed from this list, send an email to jim.meko@comcast.net with the word "remove" in the subject line.



Community Stabilization Policy_V3.doc

23

2 April 09

Board of Supervisors -

File # 090024

I'm writing to request that you reconsider your decision to exclude the pilot series "Trauma" from the film rebate program. To exclude the only production in town which could benefit from this legislation doesn't make sense. This series came to San Francisco anticipating those benefits, to deny them demonstrates bad faith. There is fierce competition from other cities that recognize the value of these productions and we can't afford to alienate those who provide economic stimulus.

I would like San Francisco to one day reclaim its position as a leader in what was once a thriving industry for the Bay Area. Your decision to exclude "Trauma" from the film rebate program undermines that effort. Please reconsider in the interest of the long term economic health of San Francisco.

Sincerely,



Paul Burke

San Francisco, California
94109

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BOARD OF SUPERVISORS
SAN FRANCISCO

2009 APR 10 AM 11:25

BY

24



Ben Lin

04/08/2009 11:54 PM

To carmen.chu@sfgov.org, board.of.supervisors@sfgov.org

cc

bcc

Subject SF Muni

25

Dear Carmen:

I hope MUNI Bus Fares will not increase. Is there a way to place this item on the 2009 election ballot? Should we let the voters decide?

Students will have to pay more, if the fare hike occurs. I think students should pay the current amount bus fare on MUNI, because not every student in the community have a paid job.

Please keep me posted on this item, when you get the information.

Thank you.

Sincerely,
Ben Lin

25

RE: Proposed Fee to Arboretum

26

We are writing in response to the proposal to impose a fee for the Strybing Arboretum (the Gardens). To impose a fee for the Gardens is a poorly analyzed idea and an appalling concept. It lacks creative thinking and an understanding of simple economics, and basic urban planning principals. A fee completely disregards the original intent of Golden Gate Park and will discourage people from visiting the park.

Charging a fee would dramatically alter the patronage of the arboretum. Currently, the arboretum is filled with the general public, including new moms, young families, elderly couples, sweet hearts, disabled people, etc. It is this general public that makes it such a unique place. A fee would limit the patrons to tourists and one-time visits for special occasions by residents.

During the presentation on April 6th, the proposed fee of the Gardens was compared to parks in California that charge. It is a flawed analysis. There was no comparison to the actual population of users of those parks. If you visit one of the mentioned parks, you will see that the population that visits these parks is drastically different from the Gardens. There was also NO mention of other world-class cities that do NOT impose a fee in their parks, such as Washington D.C. or New York City.

There is literally nowhere else to go in Golden Gate Park like the Gardens. The Director stated that the Gardens makes up only 5% of Golden Gate Park, inferring that there were plenty of other places to go. This analysis is skewed. While the Gardens may only be 5% of Golden Gate Park, it is virtually all usable and accessible space. A significant percentage of the Golden Gate Park is unusable space, such as roadways and bodies of water. There is a baseball field adjacent to the Gardens, which is unsafe for young children to visit. My two-year-old daughter has come close to picking up glass, cigarettes, and dog feces there. It is not an alternative to the Gardens.

During the presentation, I heard two things: one that the Rec. and Park Department is experiencing a budgetary shortfall, and two, that they are planning significant improvements to the Gardens. It is unacceptable to lump the proposed fee with both the budgetary shortfall and planned improvements. This is a time of economic recession for everyone. Now is when businesses and families are struggling to maintain. It is not the time for extravagant improvements and grandiose plans.

Don't create a situation where we don't even have a park to go to! Imposing a fee generally discourages a behavior. For example, economists understand that by imposing a fee on parking, fewer people will park there; by imposing a fee on driving, fewer people will drive. If you impose a fee on the Arboretum, people won't go.

This is not what the original developers and landscape architects had in mind when they developed one of the best open space areas in the nation. Keep in mind, it is one of the best because it is free.

Please take this letter into consideration.

Chaska Berger
Gail Berger

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SAN FRANCISCO
2009 APR -9 AM 11:35
BY PM

26



MBurke@bart.gov
04/09/2009 03:41 PM

To David.Chiu@sfgov.org, Bevan.Dufty@sfgov.org,
Board.of.Supervisors@sfgov.org, Chris.Daly@sfgov.org,
Carmen.Chu@sfgov.org, Gavin.Newsom@sfgov.org,
cc denise@lapointeassociates.com, KHamill@bart.gov,
kstrehl@bart.gov, Sgallag@bart.gov, LSalave@bart.gov
bcc

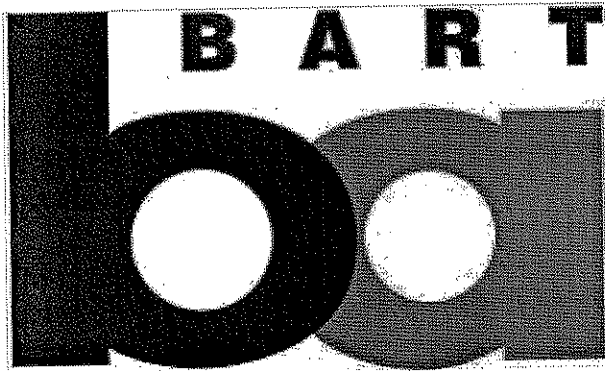
Subject BART to close Embarcadero elevator May 4, 2009

To: San Francisco Board of Supervisors
From: Molly Burke, BART Community Relations

Please be advised that BART will close the Embarcadero BART Station street-level elevator for approximately 3 1/2 months to complete necessary work beginning May 4, 2009. Below is information about this elevator closure. Please feel free to forward to other interested parties.

I will be out of the office from Friday, April 10 - Monday, April 20, 2009. If you have specific questions related to this matter you may contact Susan Gallagher, Manager of Accessible Services at (510) 464-6184. I am happy to follow up with you when I return.

Molly Burke
BART Government & Community Relations



SFMTA

Municipal Transportation

This is an important notice about some upcoming long-term elevator closures at BART/Muni Metro Stations.

EMBARCADERO ELEVATOR TO BE CLOSED

On Monday, May 4, 2009, the street elevator at the Embarcadero BART Station will be closed in order to replace the structure which houses the

elevator entrance on the street level. The elevator will be shut down for approximately three and one half months during this construction--until August 2009. People who rely on the elevators to enter and exit at Embarcadero should exit at Montgomery Station during this period.

BART/MUNI CONSTRUCTION PROJECT

This elevator closure is part of a major project to reconstruct the street elevator enclosures on the elevators that serve the BART/Muni Metro stations at Civic Center, Embarcadero, Montgomery, and Powell. Replacement work is necessary to update the elevators to state standards, extend the life of the equipment, and improve the reliability of the elevator doors.

Construction will be done one station/one elevator at a time. While an individual station is being worked on, only the street elevator at that station will be closed. Platform elevators will stay in service however we remind patrons there is no access to Market Street from these elevators. Escalators will remain in service and BART will increase preventative maintenance to reduce escalator breakdowns during these closures.

Station work will proceed in the following order:

Civic Center elevator (UN Plaza):

January – April 2009

Embarcadero elevator (California / Drumm):

May – August 2009

Montgomery Street elevator (Sutter / Sansome):

September – December 2009

Powell Street elevator (Stockton / Ellis):

January – April 2010

ALTERNATIVES TO EMBARCADERO:

While the Embarcadero Street Elevator is closed, BART and Muni riders should exit the systems at Montgomery Street BART/Muni Station.

The Montgomery Station elevator is located on Market and Sutter, approximately 3-1/2 blocks from the location of the Embarcadero Station

street elevator. If riders are unable to proceed from Montgomery under their own power, they can take any one of the following Muni lines which stop on Market Street near both Embarcadero and Montgomery:

2 -- Clement
7 -- Haight
21 -- Hayes
31 -- Balboa

For information about the project or transit alternatives, contact the following:

BART Transit Information
(415) 989-BART / (925) 676-BART / (510) 465-BART
TTY (510) 839-2220

San Francisco 311 Customer Service Center
311 / (415) 701-2311 / TTY (415) 701-2323

You can also visit us online: www.bart.gov or www.sfmta.com.

If you need additional transportation planning assistance or would like information about paratransit during this project, call BART Accessible Services at (510) 464-6184 or Muni Accessible Services at (415) 701-4485 / TTY (415) 701-4730.

Please watch for further bulletins as the work progresses.

OUR APOLOGIES

We recognize that this project will be a significant inconvenience to many and we apologize in advance. We thank you for your patience with this project which will result in greater long term reliability for the elevators.

Molly M. Burke
BART
Government & Community Relations
(510) 464-6172

**BEFORE THE PUBLIC UTILITIES COMMISSION OF
THE STATE OF CALIFORNIA**

(28)

Application of RED & WHITE
FERRIES, INC. for a Certificate of
Public Convenience Necessity to
Establish and Operate Scheduled Vessel
Common Carrier Service Between
Sausalito, on the one hand, and
Fisherman's Wharf Ferry Terminal Pier
43 ½, on the other hand, and to establish
a Zone of Rate Freedom.

A. 09 01 016

Assigned Commissioner: Timothy Alan Simon
Assigned ALJ: Victor D. Ryerson

RED & WHITE FERRIES, INC.,

Complainant,

vs.

THE GOLDEN GATE BRIDGE,
HIGHWAY AND
TRANSPORTATION DISTRICT, a
California Special District,

Defendant.

C. 09 03 019

Assigned Commissioner: Timothy Alan Simon
Assigned ALJ: Victor D. Ryerson

BY

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2009 APR -9 PM 12:42

**JOINDER IN MOTION OF GOLDEN GATE BRIDGE, HIGHWAY
AND TRANSPORTATION DISTRICT TO PROHIBIT FURTHER EX
PARTE COMMUNICATIONS**

Daniel F. Reidy, Esq.
LAW OFFICES OF DANIEL F. REIDY,
A PROFESSIONAL CORP.
3701 Sacramento Street, # 386
San Francisco, CA 94118
Telephone: (415) 750-4210
Facsimile: (415) 750-4214
Email: dfreidy@pacbell.net
Attorney for Protestant
BLUE & GOLD FLEET, L.P.

Date: April 8, 2009

(28)

**BEFORE THE PUBLIC UTILITIES COMMISSION OF
THE STATE OF CALIFORNIA**

Application of RED & WHITE)	
FERRIES, INC. for a Certificate of)	A. 09 01 016
Public Convenience Necessity to)	
Establish and Operate Scheduled Vessel)	Assigned Commissioner: Timothy Alan Simon
Common Carrier Service Between)	Assigned ALJ: Victor D. Ryerson
Sausalito, on the one hand, and)	
Fisherman's Wharf Ferry Terminal Pier)	
43 ½, on the other hand, and to establish)	
a Zone of Rate Freedom.)	
<hr/>		

RED & WHITE FERRIES, INC.,)	
)	C. 09 03 019
Complainant,)	
)	Assigned Commissioner: Timothy Alan Simon
vs.)	Assigned ALJ: Victor D. Ryerson
)	
THE GOLDEN GATE BRIDGE,)	
HIGHWAY AND)	
TRANSPORTATION DISTRICT, a)	
California Special District,)	
)	
Defendant.)	
<hr/>		

**JOINDER IN MOTION OF GOLDEN GATE BRIDGE, HIGHWAY
AND TRANSPORTATION DISTRICT TO PROHIBIT FURTHER EX
PARTE COMMUNICATIONS**

Pursuant to Rule 11.1 of the Commission's Rules of Practice and Procedure,
Protestant and interested party BLUE & GOLD FLEET, L.P. ("Blue & Gold Fleet")
hereby files this Joinder in Motion of Golden Gate Bridge, Highway and Transportation
District (the "District") to Prohibit Further Ex Parte Communications.

Counsel for Red & White Ferries has filed with the Commission three Notices of
Ex Parte Communication with advisors to Commissioners, one regarding a meeting with


Carol Brown, Chief of Staff to Commission President Peevey, and two regarding meetings with Robert Mason, Legal and Transportation Advisor to Commissioner Timothy Alan Simon. These Notices disclose that Red & White Ferries is using these meetings to lobby for Interim Relief so that it could begin its proposed vessel passenger service between Fisherman's Wharf in San Francisco and Sausalito as early as mid-May of this year before completion of the Commission's final determination on the relief sought in both its Application and its later-filed Complaint. Blue & Gold Fleet through its counsel has felt compelled to arrange for and participate in Ex Parte Communications with the same advisors in order to protect its rights and to assure that accurate and relevant information was being communicated to these advisors regarding the facts underlying the parties' positions and arguments in the respective proceedings and especially regarding Red & White Ferries' requests for Interim Relief.

Both of these proceedings have been assigned to Administrative Law Judge Victor Ryerson and Commissioner Timothy Alan Simon, and they are now in a position to proceed with the regular administrative process of decision-making with respect to the Application, the pending Motions that have been filed by the parties, and the Complaint. It is unnecessary and wasteful of the time of the Commissioners' advisors and of other Commission personnel for such Ex Parte Communications to continue in the future.

In the interests of administrative economy and efficiency, Blue & Gold Fleet support's the District's petition that the Commission instruct all parties to these proceedings to refrain from and be ordered to discontinue Ex Parte Communications in the future, unless otherwise ordered by Administrative Law Judge Victor Ryerson or Commissioner Timothy Alan Simon.

Respectfully submitted,

Dated: April 8, 2009


/s/ Daniel F. Reidy
Daniel F. Reidy, Esq.
Attorney for Protestant
BLUE & GOLD FLEET, L.P.

CERTIFICATE OF SERVICE

I, BRENDA D. REIDY, hereby certify and declare as follows:

I am a citizen of the United States over the age of eighteen years, and I am not a party to this proceeding. My business address is 3701 Sacramento Street, # 386, San Francisco, California 94118. On the date stated below, I served the following document:

JOINDER IN MOTION OF GOLDEN GATE BRIDGE, HIGHWAY AND TRANSPORTATION DISTRICT TO PROHIBIT FURTHER EX PARTE COMMUNICATIONS

on interested parties by email to those listed with email on the attached service list and for those without listed email service, by placing a true copy thereof enclosed in a sealed envelope on April 8, 2009 by mail with postage thereon fully prepaid, in the United States Post Office, addressed as on the attached service list.

I declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed at San Francisco, California on April 8, 2009.


/s/

BRENDA D. REIDY

SERVICE LIST BY EMAIL – CPUC Proceedings A.09-01-016 & C.09-03-019

Administrative Law Judge Victor D. Ryerson
vdr@cpuc.ca.gov

Thomas J. MacBride, Jr.
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Daniel F. Reidy, Esq.
dfreidy@pacbell.net

William D. Taylor
wtaylor@hansonbridgett.com

David J. Miller
dmiller@hansonbridgett.com

SERVICE LIST BY U.S. MAIL – CPUC PROCEEDING A.09-01-016

Commissioner Timothy Alan Simon
California Public Utilities Commission
505 Van Ness Avenue, 5th Floor
San Francisco, CA 94102

ALJ Victor D. Ryerson
California Public Utilities Commission
505 Van Ness Avenue, 5th Floor
San Francisco, CA 94102

Thomas J. MacBride, Jr., Esq.
Godin, MacBride, Squeri, Day & Lamprey, LLP
505 Sansome Street, Suite 900
San Francisco, CA 94111

Mr. Thomas C. Esher
President & General Manager
Red & White Ferries, Inc.
Pier 43 ½
San Francisco, CA 94113

Taylor Safford
President, Blue & Gold Fleet
100 North Point Street, Suite 145
San Francisco, CA 94133

Clerk, City of Sausalito
Sausalito City Hall
420 Litho Street
Sausalito, CA 94965

Sausalito City Attorney
Sausalito City Hall
420 Litho Street
Sausalito, CA 94965

Marin County Clerk
Marin County Civic Center
3501 Civic Center Drive
San Rafael, CA 94903

Marin County County Counsel
Marin County Civic Center
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San Rafael, CA 94903

Clerk of the Board of Supervisors
City & County of San Francisco
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San Francisco, CA 94102

City Attorney Dennis Herrera
City and County of San Francisco
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San Francisco, CA 94102

James Swindler
Deputy General Manager – Ferry Division
Golden Gate Ferry
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Larkspur, CA 94939-1899

William D. Taylor
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Sacramento, CA 95814

David J. Miller
HANSON BRIDGETT LLP
425 Market Street, 26th Floor
San Francisco, CA 94105

**BEFORE THE PUBLIC UTILITIES COMMISSION OF
THE STATE OF CALIFORNIA**

Application of RED & WHITE
FERRIES, INC. for a Certificate of
Public Convenience Necessity to
Establish and Operate Scheduled Vessel
Common Carrier Service Between
Sausalito, on the one hand, and
Fisherman's Wharf Ferry Terminal Pier
43 ½, on the other hand, and to establish
a Zone of Rate Freedom.

A. 09 01 016

Assigned Commissioner: Timothy Alan Simon
Assigned ALJ: Victor D. Ryerson

29

RED & WHITE FERRIES, INC.,

Complainant,

vs.

THE GOLDEN GATE BRIDGE,
HIGHWAY AND
TRANSPORTATION DISTRICT, a
California Special District,

Defendant.

C. 09 03 019

Assigned Commissioner: Timothy Alan Simon
Assigned ALJ: Victor D. Ryerson

BY

2009 APR -9

PM 12:42

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CITY OF SAN FRANCISCO

**JOINDER IN MOTION OF GOLDEN GATE BRIDGE, HIGHWAY
AND TRANSPORTATION DISTRICT TO CONSOLIDATE
APPLICATION NO. A. 09-01-016 AND COMPLAINT NO. C. 09-03-
019.**

Daniel F. Reidy, Esq.
LAW OFFICES OF DANIEL F. REIDY,
A PROFESSIONAL CORP.
3701 Sacramento Street, # 386
San Francisco, CA 94118
Telephone: (415) 750-4210
Facsimile: (415) 750-4214
Email: dfreidy@pacbell.net
Attorney for Protestant
BLUE & GOLD FLEET, L.P.

Date: April 8, 2009

29

Application of RED & WHITE)
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A. 09 01 016

Assigned Commissioner: Timothy Alan Simon
Assigned ALJ: Victor D. Ryerson

RED & WHITE FERRIES, INC.,)
)
) C. 09 03 019
)
Complainant,)
)
) **Assigned Commissioner:** Timothy Alan Simon
vs.) **Assigned ALJ:** Victor D. Ryerson
)
)
THE GOLDEN GATE BRIDGE,)
)
HIGHWAY AND)
)
TRANSPORTATION DISTRICT, a)
California Special District,

Defendant.)
)

Pursuant to Rules 11.1 and 11.2 of the Commission's Rules of Practice and Procedure, Protestant and interested party BLUE & GOLD FLEET, L.P. ("Blue & Gold Fleet") hereby files this Joinder in Motion of Golden Gate Bridge, Highway and Transportation District (the "District") to Consolidate Red & White Ferries' Application No. A. 09-01-016 and Red & White Ferries' Complaint No. C. 09-03-019 (collectively, the "Proceedings").

Blue & Gold Fleet agrees with the District's assertions in its Motion to Consolidate that the Proceedings involve common issues of fact and law and that in the interests of administrative economy and efficiency, these Proceedings should be consolidated. Blue & Gold Fleet's position on supporting consolidation of the Proceedings is based on the following points:

1. Red & White Ferries' Application for Commission authority to provide vessel common carrier passenger service between Fisherman's Wharf and Sausalito has been categorized by the Commission as Ratesetting. For the Complaint Proceeding in which Red & White Ferries' is seeking a Commission order to permit Red & White Ferries to use the District's dock in Sausalito for the proposed vessel passenger service to and from Sausalito, the Instructions to Answer issued by Chief Administrative Law Judge Karen V. Clopton on March 26, 2009 stated that it has been determined that the Complaint will be categorized as Ratesetting. The same Instructions to Answer stated that the Complaint proceeding has been assigned to ALJ Victor Ryerson and Commissioner Timothy Alan Simon, the same ALJ and Commissioner assigned for the Application proceeding.

2. To obtain Commission approval of its Application, Red & White Ferries must demonstrate that the public convenience and necessity require the proposed vessel passenger service. To obtain the Commission Order sought in the Complaint, under Public Utilities Code section 562, the Commission must find that public convenience and necessity require the use by Red & White Ferries' of all or any part of the passenger vessel terminal facilities operated or controlled by the District. Both the District and Blue & Gold Fleet dispute that the public convenience and necessity require the proposed service or the forced use of the District's dock in Sausalito by Red & White Ferries, and

the facts that will determine what the public convenience and necessity actually require in this instance are common to both Proceedings.

3. Facts showing that Red & White Ferries' proposed schedule of vessel landings will interfere with the existing and future schedules of vessel landings at the Sausalito dock by the District's own vessels and by Blue & Gold Fleet's vessels are germane and central to resolution of both the Application and the Complaint Proceedings.

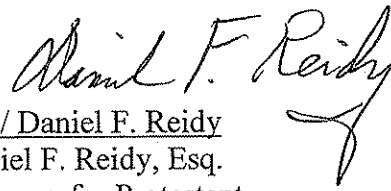
4. Both Proceedings will require attention to the potential environmental impacts of the proposed new vessel passenger service to and from Sausalito and the proposed added usage of the District's dock at Sausalito.

5. In fashioning its Complaint, Red & White Ferries linked the issue of Red & White Ferries getting docking rights at the District's dock in Sausalito to the Application proceeding by references throughout the Complaint to the Application proceeding.

Therefore, Blue & Gold Fleet joins the District is requesting that the District's Motion to Consolidate the Proceedings should be granted forthwith.

Respectfully submitted,

Dated: April 8, 2009


/s/ Daniel F. Reidy
Daniel F. Reidy, Esq.
Attorney for Protestant
BLUE & GOLD FLEET, L.P.

CERTIFICATE OF SERVICE

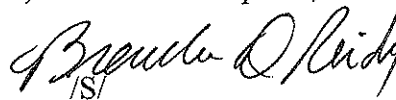
I, BRENDA D. REIDY, hereby certify and declare as follows:

I am a citizen of the United States over the age of eighteen years, and I am not a party to this proceeding. My business address is 3701 Sacramento Street, # 386, San Francisco, California 94118. On the date stated below, I served the following document:

**JOINDER IN MOTION OF GOLDEN GATE BRIDGE, HIGHWAY
AND TRANSPORTATION DISTRICT TO CONSOLIDATE
APPLICATION NO. A. 09-01-016 AND COMPLAINT NO. C. 09-03-
019**

on interested parties by email to those listed with email on the attached service list and for those without listed email service, by placing a true copy thereof enclosed in a sealed envelope on April 8, 2009 by mail with postage thereon fully prepaid, in the United States Post Office, addressed as on the attached service list.

I declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed at San Francisco, California on April 8, 2009.



BRENDA D. REIDY

SERVICE LIST BY EMAIL – CPUC Proceedings A.09-01-016 & C.09-03-019

Administrative Law Judge Victor D. Ryerson
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SERVICE LIST BY U.S. MAIL – CPUC PROCEEDING A.09-01-016

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505 Van Ness Avenue, 5th Floor
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ALJ Victor D. Ryerson
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Mr. Thomas C. Esher
President & General Manager
Red & White Ferries, Inc.
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