

TO: Honorable Mayor &
City Council Members

FROM: Lee Price, MMC
City Clerk

SUBJECT: The Public Record
March 29- April 5, 2007

DATE: April 6, 2007

ITEMS TRANSMITTED TO THE ADMINISTRATION

- (a) Letter from Lawrence Boesch, Chair of the Human Rights Commission, to Mayor Reed, City Councilmembers and the Rules and Open Government Committee dated March 20, 2007 requesting Council action regarding Jeppesen International, a subsidiary of Boeing Commercial Aviation Services.
- (b) Letter from Reynolds French and Company to Lee Price, City Clerk dated February 23, 2007 regarding communication with the City about prevailing wage compliance.

ITEMS FILED FOR THE PUBLIC RECORD

- (a) Email from Peter Ross to Councilmember Liccardo and City Clerk Lee Price received March 29, 2007 regarding the Council agenda process.
- (b) Pacific Gas and Electric Company Notification of Filing Application Filing of Application requesting approval of Gas Accord IV Settlement Agreement to State, County and City Officials dated March 21, 2007.
- (c) Communication from William Garbett dated March 23, 2007 regarding a delinquent notice received.
- (d) Letter from David S. Wall to Mayor Reed and City Council dated April 4, 2007 regarding help for elementary school garden programs.
- (e) Letter from Don Blankenship, Chairperson of the Senior Citizens Commission to Councilmember-Elect Pierluigi Oliverio dated March 19, 2007 writing on behalf of the Senior Citizens Commission to congratulate him on his election and extend him an invitation to attend one of their upcoming Senior Citizens Commission meetings.

- (f) Letter from the Santa Clara Valley Water District to the City Clerk Lee Price dated April 3, 2007 enclosed a copy of the Santa Clara Valley Water District's Preliminary Water Utility Enterprise Report dated March 2007 (On file in the Office of the City Clerk).

Lee Price, MMC
City Clerk

LP/np

Distribution: Mayor/Council
City Manager
Assistant City Manager
Assistant to City Manager
Council Liaison
Director of Planning
City Attorney
City Auditor
Director of Public Works
Director of Finance
Public Information Officer
San José Mercury News
Library

Public Record Date: 3/22/07

Proposed Agenda Date: 4/11/07

Dated Forwarded to Liaison: 3/22/07

Human Rights Commission

March 20, 2007

Council "Take-Action" Item

The Honorable Chuck Reed, Mayor, and City Councilmembers
 Members, Rules and Open Government Committee (ROGC)
 San Jose' City Hall
 200 E. Santa Clara Street
 San Jose, CA 95113

Dear Mayor Reed and Councilmembers:

In an action taken by passing the enclosed resolution (Attachment ["Att."] A) by a vote of 7-2 (with 2 abstentions) at its March 15, 2007 meeting, the San Jose Human Rights Commission has expressed its concern and belief that something must be done to sanction Jeppesen International, a subsidiary of Boeing Commercial Aviation Services (a unit of Boeing Commercial Airplanes) with corporate headquarters in Englewood, CO and with San Jose offices for planning of logistics of flights, for its alleged involvement with CIA covert operations in "extraordinary rendition," a measure to transport persons from the USA to Europe, Egypt, and other locations, for alleged interrogation allegedly using inhumane methods. When the matter was first raised by a group of no fewer than twenty (20) San Jose residents at HRC's 2/16/07 meeting, at the motion of Robert Bailey, former HRC chair, the item was deferred to its 3/15/07 meeting, to give Jeppesen an opportunity to respond, on notice, to the allegations and the proposed measure. Vice-Chair Robert Sippel penned a direct letter to Jeppesen (Att. B), and, on Mar. 8, 2007, Jeppesen's Managing Director, Bob Overby, replied in writing (Att. C), with indication that Jeppesen was "respectfully declin[ing] [the HRC] invitation."

On Mar. 7, 2007, the ROGC called the HRC's attention to Council Policy No. 0.11, eff. 7/10/79, which, in pertinent part, provides as follows:

"The basic criteria for resolutions are: 1. The primary purpose of the resolution must be to give special recognition to local issues, actions, and/or programs of value to the citizens of San Jose. 2. The resolution must address an item which has either civic, cultural, social, economic, philosophical, philanthropic, or educational value. ... It is further the policy of the Council of the City of San Jose that it shall not act or take a position on: 1. Matters concerning the foreign policy of the United States of America nor its relationship to other countries of the world except at the expressed request of an elected official of the federal government or an authorized representative of a department or agency of the federal government, except those matters directly affecting the City and citizenry of San Jose."

When discussing this measure at its 3/15/07 meeting, HRC Commissioners carefully crafted the language of the resolution eventually passed, to fall within the parameters of Council Resolution Policy No. 0-11. They first propitiously heard from Senior Deputy City Attorney Norman Sato, regarding the scope and effect of Policy No. 0-11. They heard concerns raised by the public, regarding, among other things, the benefits that Jeppesen enjoys from subsidized public advertising by its partial sponsorship of the recent "Skate Under the Palms" and the up-coming

"Music in the Park," and in support from San Jose' through its Redevelopment Agency. These concerns are reflected particularly in the first bullet item beneath the "THEREFORE, BE IT RESOLVED," paragraph toward the end of the Resolution.

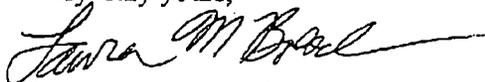
These matters are sufficient to make the Resolution fall within the purview of the HRC, the City Council, and Council Resolution Policy No. 0-11. To further and substantiate the claims found valid by HRC for its approval of this Resolution, attached please find the following:

1. The 10/30/06 article by Jane Mayer, "Outsourcing the C.I.A.'s Travel Agent," published in The New Yorker magazine (Att. D);
2. The undated Amnesty International article entitled, "Denounce Torture" (Att. E);
3. The 12/6/05 ACLU article entitled, "Fact Sheet: Extraordinary Rendition" (Att. F); and
4. The 11/24/06 article by Gil Villagran, "San Jose's own CIA torture connection exposed," published in El Observador newspaper (Att. G).

As further citation of authority for this resolution, the Council and the ROGC might note the C-Span2 broadcast of timely remarks from Former Deputy Attorney General (under President Reagan) Bruce Fein, of the Conservative Coalition on Presidential Power, at the National Press Club on Mar. 20, 2007, in which he opined that U.S. "extraordinary rendition" might become "precedent" for other countries to seize American citizens. (including, without limitation, those from San Jose, I might add) who are traveling abroad, and to incarcerate them indefinitely. Since the right to travel abroad unimpeded is a right profoundly appreciated by the residents of San Jose', the attached Resolution falls neatly within the ambit of Policy No. 0-11.

Thank you for your consideration. As always, the Commissioners of the HRC appreciate the opportunity to serve in a capacity that considers and takes action on matters of concern to San Jose residents, tax-payers, employers and employees alike.

Very truly yours,



Lawrence M. Boesch
Chair, San Jose Human Rights Commission

LMB:tih

Encs. (7)

cc: The Honorable Madison Nguyen, San Jose' City Council Liaison with HRC
The Honorable Les White, San Jose City Manager

SAN JOSE HUMAN RIGHTS COMMISSION
FOR CONSIDERATION BY THE SAN JOSE CITY COUNCIL

WHEREAS Jeppesen International Trip Planning, a Boeing subsidiary whose San Jose office is located at 225 W. Santa Clara St., is allegedly handling logistics for the CIA's "extraordinary rendition" flights, which transport detainees to countries that condone and practice torture of prisoners;

WHEREAS torture is illegal under U.S. law¹ and under international conventions that the U.S. has signed and is contrary to the humanistic values that underpin our society;

WHEREAS the European Union has condemned the practice of extraordinary rendition, and the nations of Germany and Italy have recently issued arrest warrants for CIA employees involved in the extraordinary rendition flights, thereby demonstrating strong international opposition to the practice of extraordinary rendition;

WHEREAS the Human Rights Commission of the City of San Jose opposes the practice known as "extraordinary rendition";

WHEREAS Jeppesen International has declined to represent itself at this Human Rights Commission meeting and through its response and actions has neither confirmed nor, more importantly, denied these allegations of contracts with the CIA for purposes of "extraordinary rendition";

THEREFORE BE IT RESOLVED, The San Jose Human Rights Commission calls on the City Council:

- To investigate Jeppesen's role in these alleged illegal and immoral torture flights and take appropriate action, including but not limited to preventing Jeppesen from gaining favorable publicity from any city-sponsored activity (for example, Music in the Park, the Holiday Ice Rink) and terminating support for Jeppesen International from the San Jose Redevelopment Agency.
- To urge Jeppesen to break its ties with the CIA or any government agency that may contract its services for the purposes of "extraordinary rendition".
- To refer the Commission's testimony and/or findings, including this resolution, to the State Attorney General; United States Congress; the County Board of Supervisors and local news media so this matter may be scrutinized, and possibly investigated, more thoroughly by the citizens and elected officials.

¹ The United Nations Convention Against Torture, which took on the force of federal law when it was ratified by the Senate in 1994, specifies that "no exceptional circumstances, whatsoever, whether a state of war or a threat of war, internal political instability or any other public emergency, may be invoked as a justification of torture."



Human Rights Commission

February 28, 2007

VIA FACSIMILE (408) 961-5362 & U.S. MAIL

Mr. Bob Overby
Managing Director
Jeppesen DataPlan
225 W. Santa Clara St., Suite 1600
San Jose, CA 95113

Subject: Request to attend the March 15, 2007 Human Rights Commission Meeting

Dear Mr. Overby,

At the February 15, 2007 San José Human Rights Commission meeting, it was brought to the Commission's attention by a large group of residents that perhaps your company is participating in areas that may concern the Commission, more specifically in alleged extraordinary rendition practices.

The Human Rights Commission was formed in 1990 to advise the City Council and Mayor on items of concern from the citizens of San José that involve human rights. It is further the practice of the Commission to listen to all parties that may be involved with any item or items brought to its attention. This would be the only way the Commission can both evaluate and be fair with any recommendation it makes to the San Jose City Council or any other action the Commission decides to take. The Commission does not always make recommendations to the City Council; but it certainly evaluates any issue brought to the Commission's attention and treats each and every item with great concern for the welfare of human rights in the City.

We would like to invite you to our next Human Rights Commission meeting scheduled for March 15, 2007 at 6:30 p.m. at City Hall at 200 East Santa Clara Street (Room 550). We are anxious to have you present any material(s) or information that may enlighten us with regards to your company's practices regarding alleged human right violations. To confirm your attendance, please contact Vilcia Rodriguez at (408) 535-8253.

Regards,
//s//
Bob Sippel
Vice Chair
San Jose Human Rights Commission

Attachment C



March 8, 2007

Jeppesen DataPlan
225 West Santa Clara Street
Suite #1600
San Jose, CA 95113-1743
Tel: (408) 961-2825
Toll Free: (800) 358-6468
Fax: (408) 961-5365

Mr. Bob Sippel
Vice Chair
San Jose Human Rights Commission
200 E. Santa Clara St.
San Jose, CA 95113

Dear Mr. Sippel:

Thank you for your recent invitation to the March 15, 2007 meeting of the San Jose Human Rights Commission. Jeppesen is proud to be a responsible member of the San Jose business community, and fully respects the dedication of your organization, and others like it, to the protection of human rights. However, we must respectfully decline your invitation.

Jeppesen manages the logistics and planning of domestic and international flight operations for thousands of companies, organizations and individuals who operate commercial, government and private aircraft. These services include route planning, securing operational permits and ground handling arrangements. Jeppesen provides these services on a business confidential basis to all our customers. Accordingly, we respect our customers' right to disclose business information as they determine appropriate.

Again, while I must decline your invitation, I hope you understand Jeppesen's reasons for doing so.

Sincerely,

Bob Overby
Managing Director
Jeppesen DataPlan

OUTSOURCING THE C.I.A.'S TRAVEL AGENT

by Jane Mayer

On the official Web site of Boeing, the world's largest aerospace company, there is a section devoted to a subsidiary called **Jeppesen International Trip Planning, based in San Jose, California**. The write-up mentions that the division "offers everything needed for efficient, hassle-free, international flight operations," spanning the globe "from Aachen to Zhengzhou." The paragraph concludes, "Jeppesen has done it all."

Boeing does not mention, either on its Web site or in its annual report, that Jeppesen's clients include the C.I.A., and that among the international trips that the company plans for the agency are secret "extraordinary rendition" flights for terrorism suspects. Most of the planes used in rendition flights are owned and operated by tiny charter airlines that function as C.I.A. front companies, but it is not widely known that the agency has turned to a division of Boeing, the publicly traded blue-chip behemoth, to handle many of the logistical and navigational details for these trips, including flight plans, clearance to fly over other countries, hotel reservations, and ground-crew arrangements. The Bush Administration has defended the clandestine rendition program, which began during the Clinton years, as an effective method of transporting terrorists to countries where they can be questioned or held. Human-rights activists and others have said the program's primary intent is to send suspects to detention centers where they can be interrogated harshly, and have criticized it as an illegal means of "outsourcing torture."

A former Jeppesen employee, who asked not to be identified, said recently that he had been startled to learn, during an internal corporate meeting, about the company's involvement with the rendition flights. At the meeting, he recalled, Bob Overby, the managing director of Jeppesen International Trip Planning, said, "We do all of the extraordinary rendition flights—you know, the torture flights. Let's face it, some of these flights end up that way." The former employee said that another executive told him, "We do the spook flights." He was told that two of the company's trip planners were specially designated to handle renditions. He was deeply troubled by the rendition program, he said, and eventually quit his job. He recalled Overby saying, "It certainly pays well. They"—the C.I.A.—"spare no expense. They have absolutely no worry about costs. What they have to get done, they get done." Overby, who was travelling last week, did not return several phone calls. Mike Pound, the head of corporate communications for Jeppesen, said that he would have no comment, and he added, "Bob Overby will have no comment as well." Tim Neale, the director of media relations for Boeing's corporate office in Chicago, said, "The flight-planning services we provide our customers are confidential, and we do not comment publicly on any work done for any customer without their consent." The C.I.A. had no comment.

The British journalist Stephen Grey, in a new book, "Ghost Plane," refers to documents obtained by Spanish law-enforcement officials, along with flight logs, which indicate that international flight planners provided essential logistical support for many of the C.I.A.'s renditions, including that of Khaled el-Masri, a German car salesman who was apparently mistaken for an Al Qaeda suspect with a similar name, in January of 2004. (Although documents show that Jeppesen provided this support, Grey's book does not mention the company.) Masri, who is a Muslim, was arrested at the border while crossing from Serbia into Macedonia by bus. He has alleged in court papers that Macedonian authorities turned him over to a C.I.A. rendition team. Then, he said, masked figures stripped him naked, shackled him, and led him onto a Boeing 737 business jet. Flight plans prepared by Jeppesen show that from Skopje, Macedonia, the 737 flew to Baghdad, where it had military clearance to land, and then on to Kabul. On board, Masri has said, he was chained to the floor and injected with sedatives. After landing, he was put in the trunk of a car and driven to a building where he was placed in a dank cell. He spent the next four months there, under interrogation. Masri was released in May, 2004, on the orders of Condoleezza Rice, then the national-security adviser, after she learned that he had mistakenly been identified as a terrorism suspect.

Ben Wizner, an A.C.L.U. attorney who is representing Masri in his lawsuit against the former C.I.A. director George Tenet and private aviation companies, says that if Boeing can be proved to have played a role in Masri's rendition the A.C.L.U. may amend the lawsuit to name the company as a defendant.

The American flight crew fared better than their passenger. Documents show that after the 737 delivered Masri to the Afghan prison it flew to the resort island of Majorca, where, for two nights, crew members stayed at a luxury hotel; at taxpayers' expense.



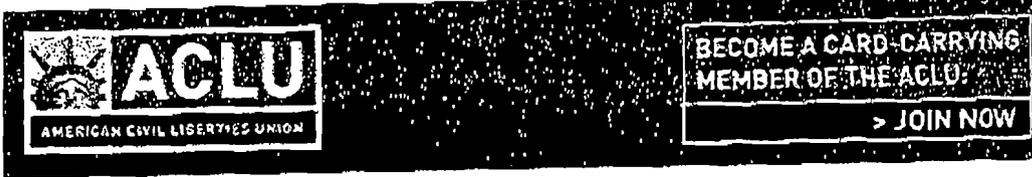
Frequently Asked Questions on “Extraordinary Rendition”

What is “extraordinary rendition”? “Extraordinary rendition” means the forcible transfer of a person from one country to another without any judicial or administrative oversight. While this is not a new practice, since September 11th, 2001, extraordinary rendition has been used primarily for covertly transporting persons to countries for detention and interrogation where there is a danger of facing torture or other cruel, inhuman, or degrading treatment. Amnesty International believes that the use of extraordinary rendition has increased significantly over the past few years.

How do we know the U.S. government practices “extraordinary rendition”? Importantly, extraordinary rendition is not a practice that the U.S. government denies engaging in. Administration officials such as the Secretary of State Condoleezza Rice have defended the practice. Additionally, a number of well-documented cases of rendition have come to light. In some of these cases, the victims have eventually been released without ever being charged with a crime. These cases include instances of mistaken identity and guilt by association (i.e., the victim of rendition had a similar name to that of a suspected terrorist, or the victim had casual contact with a suspected terrorist). An Amnesty International report issued in early April 2006, documented the flight patterns of aircraft thought to be linked to the U.S. government’s renditions program. Based on the information collected, the organization believes that hundreds of individuals may have been victims of extraordinary rendition since September 11th, 2001.

Doesn’t the U.S. government receive assurances from the governments to which detainees are transferred that they will not be tortured? President Bush and others have claimed that they receive assurances from governments to which detainees are rendered that they will be treated humanely. Yet Attorney General Gonzales and other officials have acknowledged that they cannot monitor the treatment of these detainees. Governments that, according to the State Department’s own reports, routinely inflict torture or inhuman treatment on detainees are unlikely to refrain from doing so in a particular case solely because they gave such assurances to the U.S. government. Moreover, it is difficult to conceive of any reason for secretly rendering a prisoner to a government known to systematically practice torture, other than the facilitation of torture or inhuman treatment ostensibly for intelligence gathering purposes.

Isn’t “extraordinary rendition” unlawful? Yes. This practice is already prohibited by numerous provisions of international law, including the Convention against Torture and the International Covenant on Civil and Political Rights, both of which have been ratified by the U.S. It is also morally indefensible and breeds antipathy towards the U.S. throughout the world. Rendition is designed to evade public and judicial scrutiny, to hide the identity of the perpetrators and the fate of victims.



URL: <http://www.aclu.org/safefree/extraordinaryrendition/22203res20051206.html>

Fact Sheet: Extraordinary Rendition (12/6/2005)

Beginning in the early 1990s and continuing to this day, the Central Intelligence Agency, together with other U.S. government agencies, has utilized an intelligence-gathering program involving the transfer of foreign nationals suspected of involvement in terrorism to detention and interrogation in countries where – in the CIA's view -- federal and international legal safeguards do not apply. Suspects are detained and interrogated either by U.S. personnel at U.S.-run detention facilities outside U.S. sovereign territory or, alternatively, are handed over to the custody of foreign agents for interrogation. In both instances, interrogation methods are employed that do not comport with federal and internationally recognized standards. This program is commonly known as "extraordinary rendition."

The current policy traces its roots to the administration of former President Bill Clinton. Following the attacks of September 11, 2001, however, what had been a limited program expanded dramatically, with some experts estimating that 150 foreign nationals have been victims of rendition in the last few years alone. Foreign nationals suspected of terrorism have been transported to detention and interrogation facilities in Jordan, Iraq, Egypt, Diego Garcia, Afghanistan, Guantánamo, and elsewhere. In the words of former CIA agent Robert Baer: "If you want a serious interrogation, you send a prisoner to Jordan. If you want them to be tortured, you send them to Syria. If you want someone to disappear – never to see them again – you send them to Egypt."

Administration officials, backed by Department of Justice legal memoranda, have consistently advanced the position that foreign nationals held at such facilities, outside U.S. sovereign territory, are unprotected by federal or international laws. Thus, the rendition program has allowed agents of the United States to detain foreign nationals without any legal process and, primarily through counterparts in foreign intelligence agencies, to employ brutal interrogation methods that would be impermissible under federal or international law, as a means of obtaining information from suspects.

The Department of Justice's arguments notwithstanding, the extraordinary rendition program is illegal. It is clearly prohibited by the United Nations Convention Against Torture and Other Forms of Cruel, Inhuman, or Degrading Treatment, ratified by the United States in 1992, and by congressionally enacted policy giving effect to CAT. As Congress made clear, it is the policy of the United States not to:

expel, extradite, or otherwise effect the involuntary return of any person to a country in which there are substantial grounds for believing the person would be in danger of being subjected to torture, regardless of whether the person is physically present in the United States.

Foreign Affairs Reform and Restructuring Act of 1998, ("FARRA"), Pub. L. No. 105-277, § 2242, 112 Stat. 2681 (Oct. 21, 1998), reprinted in 8 U.S.C. § 1231, Historical and Statutory Notes (1999) (emphasis added).

Congress has recently reaffirmed this policy, providing in an amendment to the Emergency Supplemental Appropriations Act for the Iraq War and Tsunami Relief, 2005 (P.L. 109-13) that it will not authorize the funding of any program that "subject[s] any person in the custody or under the physical control of the United States to torture or cruel, inhuman, or degrading treatment or punishment that is prohibited by the Constitution, laws, or treaties of the United States." P.L. 109-13, § 1031 (2005). The President, too, has confirmed that it is the policy and practice of the United States neither to use torture nor to hand over detainees to countries that use torture. See www.whitehouse.gov/news/releases/2005/04/20050428-9.html.

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EL-MASRI v. TENET



ACLU attorney Ben Wizner outside the courthouse, along with, from left to right, ACLU Executive Director Anthony D. Romero, translator Ulrike Wiesner and Khaled El-Masri on Nov. 28.

NEWS

- > [Anthony D. Romero Speaks About Extraordinary Rendition \(11/29/2006\)](#)
- > [CIA Kidnap Victim Seeks Explanation and Apology \(11/28/2006\)](#)
- > [ACLU Appeals Case of Man Kidnapped by CIA \(7/25/2006\)](#)
- > [Day in Court Denied for Khaled El-Masri \(5/19/2006\)](#)

FEATURES

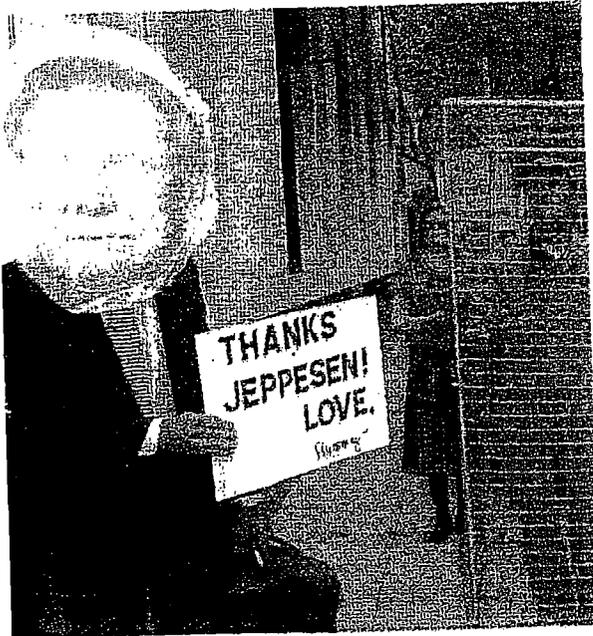
- > [VIDEO: El-Masri v. Tenet \(11/28/2006\)](#)
- > [AUDIO: Ghost Plane Author Steven Grey](#)
- > [Extraordinary Rendition: Learn More About CIA Kidnapping](#)
- > [Challenging Government Torture and Abuse](#)

Attachment F

page 1

gvillagran@casa.sjsu.edu

San Jose's own CIA torture connection exposed



By Gil Villagran

On Friday, Nov. 7 approximately 25 members of the Southbay Mobilization for Peace organization marched to the Jeppesen DataPlan office at 225 W. Santa Clara Street to hold a noontime demonstration against that agency's alleged role in the CIA's "extraordinary rendition" program.

Wearing orange coveralls, some black hooded, some in chains, and two in a wire cage, they passed out flyers to the lunchtime office workers and those visiting the San Pedro Square Farmer's Market.

Event organizer Charlotte Casey stated the reason for the march: "We need to wake up America about the

Pg 1

torture being conducted by the CIA. This effort is aimed at the people of San Jose to realize what is happening in our city, and Jeppesen's role in the war."

Jeppesen DataPlan, also known as Jeppesen International Trip Planning, based in San Jose was a little known subsidiary of Boeing, the world's largest aerospace company until just recently. But an article by Jane Mayer in The New Yorker magazine's Oct. 30 issue brought the subsidiary into public scrutiny, which included a quote from a former employee quoting Jeppesen managing director Bob Overby.

"We do all the extraordinary rendition flights—you know, the torture flights," said Overby, "We do all the spook flights. It certainly pays well." They [the CIA] spare no expense."

All efforts to interview Bob Overby were unsuccessful, and building security guards, barely acknowledging that Jeppesen had an office in the building (listed on the glass case in the lobby), stated that no one was available for an interview or statement.

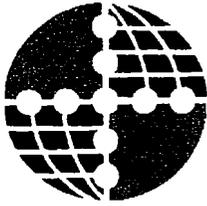
One male demonstrator, dressed in a business suit and wearing a mask of former Secretary of Defense Donald Rumsfeld, spoke with a bullhorn thanking Jeppesen for their trip planning on private contract airlines that transport suspected terrorists from countries that do not officially allow torture to secret prisons in secret countries where torture is carried out.

San Jose civil rights attorney Dan Mayfield, who participated in the demonstration, reported that "right now the U.S. is conducting a number of trials against our soldiers for torture, as well as the British against their soldiers, while the CIA's extraordinary renditions to transport suspects (before trials and without legal representation) to secret locations is being conducted."

Terry McCaffrey, area coordinator for Amnesty International, a human rights advocacy organization, explained, "The U.S. uses rendition as a means to 'legally' torture people. A number of cases have been reported of people kidnapped by our government, and transported to other countries to be tortured."

Peace activists, war protesters, and human rights advocates state that the no-longer secret program of extraordinary rendition is to kidnap suspects, trans-

port them to secret detention centers where they can be "harshly interrogated," which they criticize as "outsourcing torture, and we must expose these war crimes for what they are." Δ



**REYNOLDS
FRENCH
& COMPANY**

RECEIVED
San Jose City Clerk

2007 MAR -6 P 1:13

City of San Jose
Ms. Lee Price - City Clerk
200 East Santa Clara St.
West Wing - 2nd Floor
San Jose, CA 95113

February 23, 2007
Re: OP 39253

Thank you for taking the time to read this letter and bring it to the attention of the City Council. Our company, Reynolds French & Co., recently completed a job for the CSJ Water Pollution Control Department in your city.

We did extensive machine work on site to a Cooper-Bessemer LS-8A engine. The work included machining the cylinder deck and liner seat areas for all eight cylinders. The scope of work changed during the job, to include machining for lower liner guides, fabricating stainless steel inserts in our shop in Tulsa, shipping them to location, installing them with liquid nitrogen, and honing them to size.

The quote for the original scope was \$28,750, with charges for any time after five days on site to be charged at an additional \$2,250 per day. The quoted cost for the additional work, quoted verbally, was \$20,000 estimated at five days on site, also with the additional charges of \$2,250 per day over the five days. The final invoice was in the amount of \$57,750.

A problem in the purchase order administration of this job occurred, for which Reynolds French was negligent and suffered significantly. We received a call while our men were in San Jose, from Helia Sousa in the Office of Equality Assurance. She informed me about this job having Prevailing Wage Rate requirements. Our company has never been subjected to this requirement before, but one of our men had signed a form acknowledging and accepting the Prevailing Wage Rate.

At the time I was told about this by Ms. Sousa, and in a subsequent conversation with Nina Grayson, I stated that this was all new to me, and in checking our records, could not find where we had signed the form. The signed form was produced and we immediately began to remedy the situation as quickly as we could. I told our job costing, invoicing and compliance person, Ms. Bitha Cothorn, to cooperate with the Equality Assurance people, to accurately determine what needed to be done to be in compliance. Ms. Cothorn spent much of the next week to ten days trying to determine the amounts to pay our people - the categories for the men (each at a different rate), how to figure the fringe benefits, how to handle travel time, etc.

Ms. Sousa showed me and later Ms. Cothorn how to navigate the web site to determine what our people should be paid. There were also Fringe Benefits to be considered, as you know. There were obviously significant amounts of pay shortage between our normal pay scale and that of the PWR. We still do not understand how our men fell under the Craft - Operating Engineer (Heavy and Highway Work). Our men are machinists, not Engineers, and they have nothing to do with heavy construction nor highway work.

Our Mr. David Harris had signed the Labor Compliance Addendum form, assuming that the form was a formality. It was our mistake – no doubt. Ms. Sousa also showed me something else we were not aware of. She said we would also see a Liquidated Damages penalty of three times the determined pay shortage in the compliance addendum, but that this would be waived. I had Mr. David Harris sitting at my desk with me during this conversation, and we discussed this immediately after the phone call with Ms. Sousa. I was still in shock over the discovery that Reynolds French would have to make a sizeable payment to the men on this job, with no means of recovery.

Once again, we signed the form. We made the incorrect assumption that this job, with the provisions sent to us, would be similar to our other jobs we do with all their provisions. We look at a number of items on bid requests and purchase order instructions, but as we had never seen the Prevailing Wage Rate requirements before, it simply got by us.

We explained that - given the fact that we had just found out that restitution needed to be paid to our people, and given the fact that the amount to be paid would be impossible to determine without the aid of Ms. Sousa to answer questions about something that we had already admitted we did not know about, and given the fact that our people were already out on the job when the oversight was made and therefore could not possibly correct the pay until they returned with their time sheets, and given the fact that they did not come to our shop until December 18 to turn in their time sheets, it is therefore impossible to have figured and made payroll for this Prevailing Wage Rate on exactly this day. Again, this was explained. The proper restitution was made to our people on the job four days later, on December 22. Ms. Cothorn and Ms. Sousa were still telephoning and faxing back and forth to determine the exact amount to be paid right up to the point it was paid. Ms. Sousa, incidentally, was cooperative, helpful and easy to work with.

Reynolds French paid a dear price for overlooking the Prevailing Wage Rate requirement. First, the job would have probably been priced \$15,000 - \$20,000 higher than it was had we taken the PWR into consideration. This is loss by Reynolds French and gain by the City of San Jose. Secondly, Reynolds French had to pay two employees \$8,895.34 more in direct payroll than they had already been paid. With matching FICA, Unemployment Taxes (State and Federal), Workers Compensation and General Liability Insurance (both of which are directly tied to payroll), and matching 401-k, the actual excess cost to Reynolds French will be closer to \$11,000 - \$12,000.

Third, Reynolds French, a small business, lost considerable time and certainly some cost in making this job right. Ms. Cothorn, the only job costing and invoicing person in the company, had to set aside all other costing and invoicing (which there was a lot of, at year end time) just to expedite the process as quickly as possible.

Nevertheless, we made every attempt in our power to correct the situation as soon as we possibly could. I am attaching a letter from Bitha Cothorn which explains in more detail her efforts to resolve it and work with Helia Sousa.

Then, when Reynolds French had done everything asked of us in the way of documentation, approval received by Ms. Sousa, and the payroll payments had been made, we received a letter from Nina Grayson, dated January 30, informing us that liquidated damages were being assessed. All through the time Ms. Cothorn was cooperating diligently with Ms. Sousa, at no time was it mentioned about the liquidated damages penalty. In fact, the only mention was to me that it would be waived. She has since said that she does not even have the authority to say that, but that is what I heard her say.

In summary, on a job in which we completed in good faith, but due to signing a form by mistake, Reynolds French under charged \$15,000 – \$20,000 and paid out in total cost an extra \$11,000 - \$12,000. These two things result in this job already being a loss of money. For a small company like ours, this is a bitter pill to swallow. But I have come to the conclusion that as hard a pill to swallow as it is, we have learned something. To take the loss and go through the complicated steps to correct the problem, which we did, is enough.

Ms. Grayson told me that you see many willing breaches of city resolutions, and that she certainly admits that Reynolds French was an *unwilling* offender.

To be told after all that, that we are being assessed liquidation damages, is going too far. This cost would end up being about \$27,000 – on a job billed at \$57,750, which *already showed a loss*. In spite of your City Council Resolutions, with everything described above, we respectfully request that the liquidated damages be reversed.

I only want what is fair and right, and I hope that you do as well. I would be very willing to discuss this further with you and/or the City Council.



Kirk Chalmers
President
Reynolds-French & Co.
(918) 252-7545 Office
(918) 252-7540 Fax
info@r-f.com

cc: Mike Barkley
The Barkley Law Firm



**REYNOLDS
FRENCH
& COMPANY**

12525 E. 60th Street • Tulsa, OK 74146 • Phone (918) 252-7545 • Fax (918) 252-7540 • E-Mail info@r-f.com

February 23, 2007

The following is, to the best of my knowledge, an accurate account of our dealings with the City of San Jose, Office of Equality Assurance, in regards to the prevailing wage policy.

When we first received the documentation to be filled out for the prevailing wage requirements, we were completely unfamiliar with the term and what it meant. We called the day we received those papers to find out what it was. At that time, we did not realize that the contract we signed had anything about prevailing wage in it. There were many calls made between Kirk and Helia Sousa, and between Kirk and Nina Grayson, as he was unaware that we had signed anything regarding prevailing wage policies, and he was also trying to find out what the prevailing wage meant. They faxed us a copy of the paperwork that was signed by David Harris. We made an assumption about what we were signing and did not read it before signing it and sending it back. That was an error on our part and as soon as we knew what it was we'd signed, we began taking steps to meet the requirements. It was during one of these phone calls that Helia told Kirk that there was also a "liquidated damages" clause that meant we could be required to pay up to 3 times the difference between our normal wages and the required prevailing wage rates, but that that clause would be waived. David Harris was in Kirk's office and heard this conversation. They both informed me of it at the time.

I was given the paperwork to complete. I had never dealt with prevailing wage before, nor had anyone else in our company, so in order to complete the paperwork without making any mistakes, I called Helia Sousa many times with questions about the paperwork. I wanted to be sure that everything was done correctly.

Because of our payroll procedures, it was easier to cut two separate physical checks for the employees affected by the prevailing wage policy. One check was for their normal wages and a second was for a lump sum for the difference between their normal pay and the rates required by the prevailing wage policy at the City of San Jose. This took some time because the men were onsite in San Jose and we did not yet know exactly how many hours the job would take. As soon as both men were back in Tulsa, I used their paperwork to determine the hours worked. I also used the formulas provided on the City of San Jose documents to determine the amounts of the benefits. When I had the figures completed, I checked with Helia to make sure I had everything done correctly.

The employees returned to the shop on 12/15/06 after we had all left for the day. We received their paperwork, including hours-worked on 12/18/06. On that day, once I had completed the paperwork using their recorded hours, I called Helia to ask if I could fax her the paperwork so that she could let me know if anything was incorrect. The fax cover sheet that accompanied that paperwork reads: "Please let me know what else I need to send or what changes need to be made before I send this officially. Have not been able to have the guys sign any of it yet. Please call at your earliest convenience." At that time, she was able to point out that I'd been using the wrong prevailing wage rate for one of the employees, and I had to correct the paperwork with the new figures. This was the day that payroll checks were being cut for all employees of our company. We issued those checks, including the checks for the employees affected by the prevailing wage policy on schedule. As soon as I was certain we had the correct amounts figured for the difference between the normal rates and the prevailing wage rates, we issued the lump sum check for the difference. I kept Helia apprised of my actions throughout the process. She never said it would put us in breach of the prevailing wage policy to issue the checks in this manner. She never informed me about the liquidated damages clause, although I was aware of it because of Kirk's prior conversation with her when she'd said it would be waived. The only thing she ever mentioned to me about any sort of penalty was that the invoice would not be paid until all the paperwork had been turned in and was correct. After the checks had been issued and Helia told me that the paperwork was in order, I sent everything in.

On January 23, 2007, Helia asked me to fax a copy of the check stubs for the "lump sum" to her office, as she could not find them in the rest of the paperwork. She also told me at that time that we needed to fax a copy of the canceled checks when we got them. When she received them on January 31, 2007, Helia called and told me that all the paperwork was in order, and she was removing all holds on this account. At no time in any of the many conversations between Helia and myself, did she mention that we were in any way in breach of the prevailing wage requirements.

On February 2, 2007, we received the letter, dated January 30, 2007, and signed by Nina Grayson, requesting liquidated damages.

I called Nina on 2/2/07 to try to speak with her about this letter but received her voicemail. I left a message asking her to call me back, but never received a response. My purpose in calling was to find out exactly what was behind the letter we received regarding Liquidated Damages. I called Helia the first time on 2/6/07 and left a voicemail for her as well. When we still had not heard from either of them by 2/9/07, we composed and e-mailed a letter to the mayor and city council of the City of San Jose. I got a message from Helia on 2/12/07. I was not in the office that day, so I called her back on 2/13/07, and again on 2/16/07, when I was finally able to reach her.

When I was finally able to speak with them that day, both Nina and Helia denied ever having a conversation with Kirk about Liquidated Damages. I asked why we were being asked to pay this. Nina said we were in breach of the prevailing wage requirements spelled out in the contract. I asked how, as we had done everything we were told in order to comply. She first said that we were in breach because of the amount the men were paid on their regular payroll checks, dated 12/1/06 and 12/16/06. I explained to her that because of the way our payroll system operates, it would have been extremely complicated to pay them the "prevailing wage" on their normal checks and that we had done two separate physical checks, in order to avoid those complications. She said that put us in breach. I told her that I had told Helia at the time what we were doing and that she had not told me that would put us in breach.

She said then that we were in breach because at the time the men were performing the work, they were not being paid the prevailing wage. I again explained that just because we paid in two separate checks does not mean that we did not pay. We did, as soon as I was able to determine the exact amount that needed to be paid. The "lump sum" check is dated 12/22/07. That is the earliest we could do it. When they received their regular payroll check on 12/18/07, I did not yet have all the figures as to what we could and could not use for benefits. On 12/18/07, I faxed the paperwork to Helia to make sure those figures were correct. On 12/22/07 the checks were issued to the men by our payroll department. I also explained to her that we never knew anything about prevailing wage until we received the green documents that needed to be filled out. She told me that Kirk had told her we dealt with prevailing wage all the time. I told her that I knew this wasn't true. Kirk was unaware of the policy until we originally received the documentation to fill out and return in December. She said that we were already in breach at that time and that was why they sent us the letter. I explained that I was talking about the green documents that they sent for us to fill out. There had not been a letter saying anything about being in breach. When we received the documents Kirk had called Helia to find out what "prevailing wage" was. Helia said that when she spoke to Kirk he didn't want to talk to her, so he spoke to Nina. They both complained that he'd tried to get out of it. I explained again, that at that time, we were unaware that we had signed anything regarding prevailing wage. I told her as soon as we found out that we had signed it we began to take steps to meet the requirements.

Nina also said we were in breach because the paperwork was not turned in within 10 days. I explained to her again that when we received the paperwork, we didn't know what it was and that we called to find out. At that time, the men had already been onsite for several days, and would not come back into the shop until 12/15/06. The 12/1/06 payroll checks had already been cut. We didn't yet know what the total number of hours worked on this job would be. At that time it was impossible to determine what the difference between their normal pay rate and the prevailing wage rate would be. Helia said that she spoke to Kirk on the 15th and told him what we were required to pay. I told her that we did pay, as soon as we were able to make a determination as to how much we needed to pay to make up the difference between normal pay and prevailing wage. I reminded her that I spoke to her several times while I was trying to figure out how to determine the required amounts, and that she never said anything to me about being in breach.

When Nina went back to the original argument about not paying them the right amount on their payroll checks, I tried explaining to her again, what we'd done and why. She then began talking about the 10 days on the paperwork. She and Helia both said that Kirk had been aware that we were supposed to already have this done. When we all began to repeat the previous conversation, I told them that I was ending the conversation, that I would tell Kirk all that had been said, and that the next step would be up to him. They said the next step would be to file a claim against the City of San Jose with the city clerk.

Tabitha Cothorn
Job Costing, Invoicing, and Compliance
Reynolds-French and Company
(918) 252-7545 Office
(918) 252-7540 Fax
bitha@r-f.com

Pimentel, Nora

From: Price, Lee
Sent: Thursday, March 29, 2007 7:35 PM
To: Pimentel, Nora
Subject: FW: Making Council Agenda Items CITIZEN Friendly

Let's run this thru public record

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

From: Peter Ross [mailto:rosspeter@msn.com]
Sent: Thursday, March 29, 2007 7:34 PM
To: Lee.Price@sanjoseca.gov; sam.liccardo@sanjoseca.gov
Cc: District7@sanjoseca.gov; dave.cortese@sanjoseca.gov; District1@sanjoseca.gov;
District3@sanjoseca.gov; mayoremail@sanjoseca.gov; District10@sanjoseca.gov;
judy.chirco@sanjoseca.gov; forrest.williams@sanjoseca.gov; Brandon.Powell@sanjoseca.gov
Subject: RE: Making Council Agenda Items CITIZEN Friendly

Hello Sam Licardo and Lee Price:

Greetings and thank you for your interest and response.

I think the "agenda" procedures as outlined below are terribly anemic if not virtually useless to all but political insiders already familiar with the process.

The least I would expect is the courtesy of a well thought out request form that would allow me as a non-politician to track the history and fate of my proposed agenda item.

This would assure me that my agenda item no matter how worthy or insignificant was indeed submitted, duly-considered, and most importantly was officially "accepted" or "rejected" as an official "agenda" item. This is accountability.

I would have thought a procedure like this would have already been undertaken as a matter of course consistent with a general policy of open "sunshine" politics, particularly at the local municipal level.

Such a tracking procedure is the only reliable way for citizens both inside and outside of the city hall machine to really know from year-to-year and administration-to-administration exactly what the expectations, outcomes and history is with respect to how "agenda" items are "proposed" and "disposed".

You'd think documenting the "natural history" and "fate" of proposed agenda items would be critical to fully realizing the aspirations, expectations and resources of the community at large.

If I as the generator of a proposed agenda item could examine the natural history of other similar proposals, it could give meaning and substance to the issue surrounding the proposal which you would think is pretty close to the holy grail of what honest local politics is all about.

I think San Jose should undertake a reasonable but earnest policy of abating belligerent motorcycle noise and amplified sound systems in all moving and stationary vehicles. Belligerent street-level noise is more than a simple annoyance. It is an aggressive invasion of privacy. But I cannot even test this issue against the will of the council and the community at large if i cannot even get the issue submitted as a proposed agenda item.

Thank you.

Sincerely yours,

Peter Ross
(408) 295-6687

>From: "Price, Lee" <Lee.Price@sanjoseca.gov>
>To: 'rosspeter' <rosspeter@msn.com>
>Subject: RE: Making Council Agenda Items CITIZEN Friendly
>Date: Tue, 27 Mar 2007 12:43:54 -0700

>
>Mr. Ross,

>
>I am the City Clerk. I am sorry you found it difficult to find the
>answer to your question. Cities in California generally adopt meeting
>protocols and in San Jose these are set forth in the Council Rules of
>Conduct, which is on the website. (I've attached a link to the document).

>
>To briefly explain the process, allow me to summarize: Citizens may
>make a request to place an item on the agenda in two ways: 1) You may
>attend any regular meeting and speak under "Open Forum"; at that time
>you can make a request and although the Brown Act does not allow the
>Council to discuss a request submitted under Open Forum, the Council
>can refer the matter to staff; or 2) You may make your request of the
>Mayor/Council in writing to my attention and I will forward the request
>via what's called "the public record". Each week, the Council's Rules
>& Open Government Committee reviews the public record and entertains
>requests by the staff and the public to place matters on the Council
>Agenda.

>
>I hope this information is helpful. Please feel free to submit your
>request to me if you like, and/or attend a city council meeting. The
>Council meets weekly on Tuesdays at 1:30. The Open Forum is scheduled
>each week to be heard no earlier than 3:30 p.m.

>
>Lee Price, MMC
>City Clerk

>
>-----Original Message-----

>From: rosspeter [mailto:rosspeter@msn.com]
>Sent: Tuesday, March 27, 2007 1:16 PM
>To: cityclerk@sanjoseca.gov; District7@sanjoseca.gov;
>dave.cortese@sanjoseca.gov; District1@sanjoseca.gov;
>District3@sanjoseca.gov; District10@sanjoseca.gov;
>judy.chirco@sanjoseca.gov; forrest.williams@sanjoseca.gov;
>mayoremail@sanjoseca.gov
>Cc: Brandon.Powell@sanjoseca.gov
>Subject: Making Council Agenda Items CITIZEN Friendly

>
>
> March 27, 2007, 10AM

>
>Greetings Dear Mayor, Council and City Clerk:

>
>I want to see an issue set on the SJ City Council Agenda for discussion
>and consideration. HOW DO I DO THAT? I've attended all manner of
>meetings and not discovered how to make this happen. Am I lame, naive or what?

>
>Where on the website is the documentation that clearly outlines how to
>do this legally?

>
>Can you cite the link or URL to this documentation?

>
>I understand the Brown Act applies to this question but where is the
>link to the Brown Act?

>
>More important, is there a protocol more refined and user-friendly than
>the Brown Act itself that would let a citizen (even a noobie like me)
>apply the Brown Act to successfully submit an agenda item and have it
>officially ACCEPTED or REJECTED?

>
>Believe it or not, setting and determining the fate of a proposed
>agenda item was not my original agenda (no pun intended) but obviously
>I cannot even refer to my actual agenda item without thrashing through
>this one FIRST. Is this a ridiculous distraction or what?
>
>Why isn't this issue and mystery associated with the setting of agenda
>items and uncovering their respective and timely fates CLEARLY and
>EASILY outlined and explained on the City of San Jose's website with a
>helpful and courteous link posted on EVERY single web page???
>
>There are some subjects that deserve this kind of reiteration on every
>single page of a an awkward and voluminous website like that of any of
>San Jose's or any other large city, and I think this agenda mystery is
>one of those important subjects. Is this too much to ask?
>
>Am I the only person confused, concerned and stymied by this issue and
>the question it begs?
>
>Will you please answer and respond to this communiqué dated March 27, 2007?
>
>I've posted my phone number and email address and would appreciate some
>kind of response and I will regretfully also note its absence.
>
>Thank you.
>Sincerely yours,
>Peter Ross
>(408) 295-6687
>

TO: STATE, COUNTY AND
CITY OFFICIALS
March 21, 2007

Public Record 6

RECEIVED
San Jose City Clerk

2007 APR -2 P 11:09

**PACIFIC GAS & ELECTRIC COMPANY'S (PG&E)
NOTIFICATION OF FILING OF APPLICATION REQUESTING APPROVAL OF GAS
ACCORD IV SETTLEMENT AGREEMENT**

Background of this filing:

Since 1998, the "Gas Accord" market structure, approved by the California Public Utilities Commission (CPUC), has set the rates, terms and conditions of service for PG&E's natural gas transmission and storage services. PG&E is scheduled to file a new rate case to reset its gas transportation and storage rates effective January 1, 2008. The rates currently in effect were approved by the CPUC in December 2004, for a three-year term (2005-2007), under a previous all-party settlement known as "Gas Accord III."

On March 1, 2007, PG&E and interested parties representing all segments of the natural gas industry in California (including the CPUC's independent Division of Ratepayer Advocates (DRA)) reached an all-party settlement to be known as "Gas Accord IV." This new settlement, if approved by the CPUC, will extend the Gas Accord III rates, with some modifications, for an additional three-year term from 2008-2010. Some rates will decline slightly, some will stay the same, and some will increase slightly. The impact of these changes on retail gas bills will be minimal, and is discussed further below. If approved by the CPUC, Gas Accord IV will continue to provide rate certainty and stability for PG&E's gas transmission and storage system.

On March 15, 2007 PG&E filed an Application requesting approval of the "Gas Accord IV" Settlement Agreement with the CPUC in PG&E's 2008 Gas Transmission and Storage Rate Case.

Does this mean gas rates will increase?

If approved, the impacts to rates and bills will be minimal—rates for bundled residential gas customers, (customers who receive gas distribution and procurement services from PG&E), will increase by only 0.5 percent, and bundled small and large commercial gas rates will increase by only 0.6 percent. A typical residential customer using 45 therms per month would see an average monthly gas bill increase of \$0.33, from \$61.89 to \$62.22. For the largest industrial and electric generation customers, the Gas Accord IV rate changes are less than one cent per decatherm, reflecting less than a one-tenth of one percent change in their total gas cost.

THE CPUC PROCESS

The CPUC's independent Division of Ratepayer Advocates (DRA) will review this application filing, analyze the proposal, and present an independent analysis and recommendations for the CPUC's consideration. Other parties may also participate.

The CPUC *may* hold evidentiary hearings where the parties of record present their proposals in testimony and are subject to cross-examination before an Administrative Law Judge. These hearings are open to the public, but only those who are parties of record can present evidence or cross-examine witnesses during evidentiary hearings.

After considering all proposals and evidence presented during the hearing process, the CPUC will issue a draft decision. When the CPUC acts on this application, it may adopt all or part of PG&E's request, amend or modify it, or deny the application. The CPUC's final decision may be different from PG&E's proposed application filing.

FOR FURTHER INFORMATION

For more details call PG&E at 800.743.5000

Para más detalles llame 800.660.6789 • 詳情請致電 800.893.9555

For TDD/TTY (speech-hearing impaired) call 800.652.4712

You may also contact the CPUC's Public Advisor with comments or questions as follows:

Public Advisor's Office

505 Van Ness Avenue, Room 2103

San Francisco, CA 94102

415.703.2074 or 866.849.8390 (toll free)

TTY 415.703.5282, TTY 866.836.7825 (toll free)

E-mail to public.advisor@cpuc.ca.gov

If you are writing a letter to the Public Advisor's Office, please include the name of the application to which you are referring. All comments will be circulated to the Commissioners, the assigned Administrative Law Judge and the Energy Division staff.

Public Record C

William J. Garbett
P. O. Box 36132
San Jose, CA 95158-6132

RECEIVED
San Jose City Clerk

2007 APR -4 P 3:42 March 23, 2007

Re: Letter March 16, 2007: Response for the public record

Clerk for City of San Jose
Finance/Revenue Management
200 East Santa Clara Street
San Jose, CA 95113

Dear Administrative Citations:

It is interesting to see what new depths the City of San Jose will sink to. A nameless, faceless, unsigned, letter of March 16, 2007 (enc) alleges unpaid bogus citations. Since the City of San Jose does not have a legal process to contest citations, they can only be considered a new tax/Prop 13, 218—not voter approved. The practice of using a quasi-judicial administrative appeal, where one has to post the penalty in advance, for a self serving decision, is a joke one step better than a 'kangaroo' court. Tort enforcement statute of limitations is 2 years, and these alleged citations have been “aged” to justify bogus collection. No payment nor interest nor costs will ever be received on the referenced account.

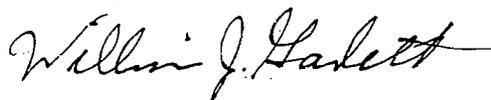
During the alleged violation dates fraudulent warning letters were received and responded to, stating no violation existed. These were instigated by an inspector better known in the neighborhood as “BTK.” “NO” citations were ever presented and the matters were considered closed because of a lack of timely response.

Recently, Stanley Roberts of KRON television featured a hit piece on the neighborhood. His segment called “People Behaving Badly” consisted of slander and liable about homes previously targeted by “BTK.” It continues permanently on his web site linked to City of San Jose Code Enforcement site. It is safe to say this is an illegal extension of the government arm since this is the only governmental site listed.

I spoke to Mike Hannon of Code enforcement and at that time he also stated no recent code violations existed in the KRON hit piece. None of the properties shown had any code violations. Evidently the city doesn't want people to own cars, motor homes, boats, trailers, nor have anything in the front yard except for manicured grass. It appears that anyone that has ever filed a claim with the city is targeted forevermore by code enforcement for blight at the direction of the City Council through their attorney fostering abuse of process.

The only blight that exists at the property allegedly cited is that caused by the City of San Jose with aforethought and malice. It is uncorrectable because the city refuses all permits needed.

Sincerely,



William J. Garbett

P.S. Is the INQUIRY BY COLLECTION ACCOUNT# ROBYN_M related to Robin Hood?
Enclosure

March 16, 2007

William J & Mary A Garbett
683 Faye Park Dr
San Jose CA 95136

RE: Main Citation Number: BL009025
Citation Type: Blight
Total Due: \$483.80

DELINQUENT NOTICE

To date, payment has not been received on the above account. Enclosed is a printout of your account showing the outstanding balance due for the Administrative Citation(s) issued.

Please respond within seven (7) days to avoid further collection action. If your debt remains unpaid, further collection action such as small claims court or assignment to a collection agency may be taken. In either case, your credit rating may be affected and all costs associated with the collection of the account(s) will be added to the total amount due.

For questions regarding your account (i.e. original notification of citation or questions on why the citation was issued) you need to contact Code Enforcement at 408-277-4528. If you would like to pay by credit card, you can call (408) 535-7055. Choose Option 5, then Option 1.

Thank you for your immediate attention in this matter.

Sincerely,

Administrative Citations
Revenue Management
Finance

David S. Wall
455 North San Pedro Street
San José, California 95110
Phone (408) - 287 - 6838
Facsimile (408) - 295 - 5999

RECEIVED
San Jose City Clerk

2007 APR -4 P 2: 30

April 4, 2007

Mayor Reed and Members San José City Council
200 East Santa Clara Street
San José, California 95113-1905

Re: Help for elementary school garden programs

With all of the "high density" development going on these days, none of which has any yard whatsoever for traditional gardening and or for the purposes associated with the rearing of young children, there is a "growing" need for assistance to schools to fill in this unfortunate and totally avoidable gap in preserving our agricultural heritage.

Considering that most of the decisions YOU make irritate the taxpayers in one fashion or another, helping schools serves to mitigate the hide-chaffing aspects of your political existence.

One case in particular which deserves attention has its "roots" in District 6. The Rev. Felicia Mulvany's volunteerism in conjunction with **WILLOW GLEN ELEMENTARY SCHOOL (1425 Lincoln Avenue, S.J. 95125)** in providing a gardening program serving, give or take some 575 kids and (1150 votes, not counting grandparents and others).

Just like every other school program, unfortunately and just as inexcusably under funded or not funded at all, this gardening program needs some help. The help required in this case can be financial (donations from YOUR office accounts would be welcome), but more importantly assistance from the much beleaguered Environmental Services Department (ESD) could be useful, not only to all concerned at **WILLOW GLEN ELEMENTARY SCHOOL**, but to those overpaid (and generally useless) administrators at ESD who are constantly looking for something they can ascribe to as an achievement.

ESD, unfortunately, the third largest City department has access to a variety of information programs and **COMPOST** from the yard waste program that would be highly appreciated.

Please instruct the Interim City Manager to prod successfully, the Director of ESD into assigning staff to make inquiries of the Rev. Felicia Mulvany (408-307-8034) and the Principal at **WILLOW GLEN ELEMENTARY SCHOOL** as to any assistance that they may give to programs that help preserve our agricultural heritage.

Additionally, YOU might chide Councilmember Oliverio into taking charge of this matter and to provide a progress report on his efforts. This will surely please the voters.

Respectfully submitted;

Cc: City Attorney / City Auditor / Interim City Manager / Director ESD

David S. Wall
04.04.2007



SENIOR CITIZENS COMMISSION

Public Record e

5730 Chambertin Drive
San Jose, California 95118
Tel: (408) 979-7915
Fax: (408) 979-0536

March 19, 2007

City Council – District 6
Councilmember- Elect Pierluigi Oliverio
200 East Santa Clara Street
San José, California 95113

RECEIVED
San Jose City Clerk
2007 APR -5 P 4: 09

Dear Councilmember-Elect Oliverio:

I am writing on behalf of the San José Senior Citizens Commission to congratulate you on your election and welcome you to the City of San José. We would like to extend an invitation to you to meet with the Commission and make a presentation at your earliest convenience. The Commission is very interested in meeting you and hearing your views on senior issues and other matters of importance to the City.

The Senior Citizens Commission has invited the Mayor and Council members to attend its meetings in the past and make presentations on District and citywide issues, programs and services. Although the Commission's focus is on elder issues, it is genuinely interested in other programs as well. Also, I am enclosing additional information regarding the Commission and aging services in San Jose.

Commission meetings are held the second Thursday of each month at the Office on Aging administrative offices located at Almaden Winery Community Center, 5730 Chambertin Drive, San Jose, CA, 95118. Monthly meetings are scheduled the second Thursday, from 1:30 to 4:30. The Senior Commission would be happy to arrange a time certain for you on an upcoming agenda. Commission staff may be contacted at 979-7913.

Again, we extend a warm welcome. The Commission looks forward to meeting with you soon.

Sincerely,

Don Blankenship, Chairperson
San José Senior Citizens Commission

Enclosure

cc: Mayor Chuck Reed
Council Member Pete Constant
Les White, Acting City Manager
Albert Balagso, PRNS Director

bcc: City Clerk
Jeff Janssen
Crystal Morrow
Angel Rios
Diane Lindberg
Correspondence Binder

M&CC – peirluigioliverio welcome 031607



Public Record of

5750 ALMADEN EXPWY
SAN JOSE, CA 95118-3686
TELEPHONE (408) 265-2600
FACSIMILE (408) 266-0271
www.valleywater.org
AN EQUAL OPPORTUNITY EMPLOYER

April 3, 2007

Enclosed for your information and use is a copy of the Santa Clara Valley Water District's *Preliminary Water Utility Enterprise Report* dated March 2007.

For your convenience, the report is also posted on our website. Please select the link in the blue "Related Information" box to the left of the screen on the "Water Rates in Santa Clara County" page, at the following website:

http://www.valleywater.org/Water/Water_rates

The public hearing on the above report will open on April 10, 2007, and will be continued at the South County hearing on April 16, 2007. The hearings will remain open for public input until the rates are adopted by the Board.

If you have any questions concerning the report, or desire further information, please contact Mr. Darin Taylor, Senior Project Manager, at (408) 265-2607, Extension 3068 or Marty Grimes, Program Manager, at (408) 265-2607, Extension 2881.

Sincerely,

Lauren L. Keller
Clerk of the Board

(On File in the Office of the City
Clerk)

/encls.

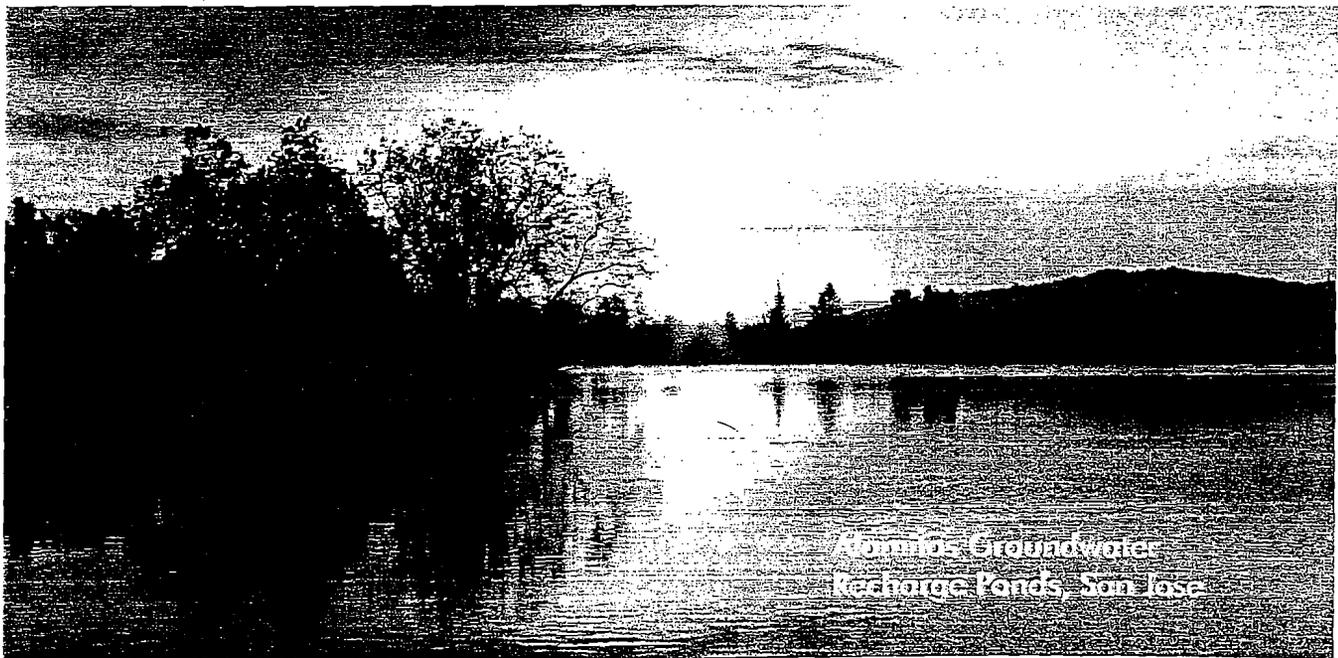
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San Jose City Clerk

Preliminary

WATER UTILITY ENTERPRISE REPORT

ANNUAL REPORT ON THE PROTECTION AND AUGMENTATION
OF THE WATER SUPPLIES OF THE DISTRICT



March 2007

Santa Clara Valley
Water District



March 27, 2007

Dear Board Members:

The *Water Utility Enterprise Report, Preliminary March 2007: Annual Report on the Protection and Augmentation of the Water Supplies of the District* presents the water supply information that is the basis for the recommended groundwater charges for fiscal year 2007–08. This report is required by the Santa Clara Valley Water District Act prior to holding public hearings on groundwater charges recommended for the upcoming fiscal year.

Within Santa Clara County and throughout the world construction costs have been escalating at unprecedented rates. Not only are the costs of raw materials going up due to increasing global demand, but also competition for contractors has increased due to large regional infrastructure investments. There is no end in sight to this phenomenon and the impact to future costs is staggering. The District is taking action now to minimize this impact by reviewing the scope of planned capital projects for potential reductions, accelerating project schedules to lower overall costs and streamlining the project delivery process to encourage lower bids from contractors.

The construction cost escalation issue exacerbates the number one strategic challenge identified by District staff, which is "Managing district assets to minimize risk of failure to provide reliable products and services." Simply put, we must invest in maintaining and rehabilitating existing facilities now or face the consequences in the future.

Perhaps the most important and precious public assets in the county are the three groundwater basins. All of the District's above-ground water utility facilities directly or indirectly help maintain the groundwater basins by facilitating the recharge of surface water into the ground or by delivering alternative sources of water, which in turn preserves groundwater. Keeping the groundwater basins full is the best defense against drought and/or major disaster.

The District is not alone in facing the challenges of rising construction costs and facility maintenance. Retail municipal and investor-owned water utilities in the county are dealing with the same issues and the District is committed to working more closely with them to keep the cost to consumers to a minimum. In fact, I added the word "together" to the District's vision, which now reads "Getting Cleaner, Greener, and Leaner... Together." The revised vision emphasizes our desire to not only be more effective as a team internally, but to work closely with our customers and partners externally to set priorities and address common issues.

This year's groundwater charge projection reflects a range of potential groundwater charges over the next ten years depending on the level of service provided. The higher end of the range represents the groundwater charges necessary to fund capital projects and operations costs that would be delayed indefinitely at the low end of the range. Staff is recommending a groundwater charge at the low end of the range. Accomplishing the task of providing a safe and reliable water supply at this funding level next year and into the future will require resolute prioritization, collaboration with our customers and partners, and continuous improvement in our ability to deliver products and services.

The recommended FY 2007–08 North County Municipal and Industrial groundwater charge is \$470 per acre-foot, an 8 percent increase. The recommended agricultural groundwater charge in North County is \$21.50 per acre-foot, the same as the current charge. The total

recommended treated water charge is \$570 per acre-foot, a 6.5 percent increase. The recommended increases translate to an increase of \$1.21 per month for the typical residence using 1,500 cubic feet of groundwater per month and \$1.21 per month for a typical residence being served treated water.

The recommended South County Municipal and Industrial groundwater charge is \$250 per acre-foot, an increase of 8.7 percent. The recommended charge translates to an increase of \$0.69 per month for a typical residence using 1,500 cubic feet of groundwater per month. The recommended agricultural groundwater charge is \$21.50 per acre-foot, the same as the current charge.

The attached report also includes historical data on District water supply and demand and describes the benefits of the District's activities that underlie the need for the recommended groundwater charges. The final section discusses the revenue requirements for the upcoming fiscal year and provides financial projections for the next ten years.

Sincerely,

A handwritten signature in black ink, appearing to read "Stanley M. Williams". The signature is fluid and cursive, with a large loop at the end.

Stanley M. Williams
Chief Executive Officer