



**AGENDA  
VALLEJO CITY COUNCIL  
MARCH 27, 2007**

Anthony Intintoli, Jr.

**CITY COUNCIL**  
Gary Cloutier, Vice Mayor  
Gerald Davis  
Tom Bartee  
Hermie Sunga  
Stephanie Gomes  
Tony Pearsall

City Hall  
555 Santa Clara Street  
Vallejo, CA 94590

This AGENDA contains a brief general description of each item to be considered. The posting of the recommended actions does not indicate what action may be taken. If comments come to the City Council without prior notice and are not listed on the AGENDA, no specific answers or response should be expected at this meeting per State law.

Those wishing to address the Council on any matter for which another opportunity to speak is not provided on the AGENDA but which is within the jurisdiction of the Council to resolve may come forward to the podium during the "COMMUNITY FORUM" portion of the AGENDA. Those wishing to speak on a "PUBLIC HEARING" matter will be called forward at the appropriate time during the public hearing consideration.

Copies of written documentation relating to each item of business on the AGENDA are on file in the Office of the City Clerk and are available for public inspection. Information may be obtained by calling (707) 648-4527, TDD (707) 649-3562, or at our web site: <http://www.ci.vallejo.ca.us/>

The Vallejo Sanitation & Flood Control District is located at 450 Ryder Street, (707) 644-8949. A public agenda book is available at the District Office during regular business hours for those desiring additional information on agenda items.

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

**ACTION**

**VALLEJO CITY COUNCIL  
REGULAR MEETING  
7:00 P.M. -- CITY COUNCIL CHAMBERS**

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL**
- 4. PRESENTATIONS AND COMMENDATIONS - NONE**
- 5. PUBLIC COMMENT REGARDING CONSENT CALENDAR ITEMS**

Members of the public wishing to address the Council on Consent Calendar Items are requested to submit a completed speaker card to the City Clerk. Each speaker is limited to three minutes pursuant to Vallejo Municipal Code Section 2.02.310. Requests for removal of Consent Items received from the public are subject to approval by a majority vote of the Council. Items removed from the Consent Calendar will be heard immediately after approval of the Consent Calendar and Agenda.

## 6. CONSENT CALENDAR AND APPROVAL OF AGENDA

All matters are approved under one motion unless requested to be removed for discussion by a Councilmember, City Manager, or member of the public subject to a majority vote of the Council.

- A. CITY COUNCIL MINUTES FEBRUARY 27 AND MARCH 13, 2007
- B. APPROVAL OF A LEASE AGREEMENT BETWEEN THE CITY OF VALLEJO AND VALLEJO CONVENTION AND VISITORS BUREAU FOR OFFICE SPACE LOCATED AT 289 MARE ISLAND WAY

PROPOSED ACTION: Approve the resolution authorizing the City Manager to execute the lease agreement between the City of Vallejo and Vallejo Convention and Visitors Bureau through June 30, 2007 and to execute any other documents necessary to effect the agreement.

- C. CONSIDER RESIGNATION OF JOYCE SCHARF FROM THE COMMISSION ON CULTURE AND THE ARTS

PROPOSED ACTION: Adopt a resolution accepting the resignation of Joyce Scharf from the Commission on Culture and the Arts.

- D. APPROVAL OF A RESOLUTION OF SUPPORT FOR SB 286, ALLOCATION OF PROPOSITION 1B LOCAL STREETS AND ROAD FUND

PROPOSED ACTION: Staff recommends support of proposed legislation SB 286 which guarantees that every city will receive at least half of their Prop 1B funds for local streets and roads to spend in the next two fiscal years (FY2007/08 and 2008/09).

- E. CONSIDERATION OF FIRST AMENDMENT TO THE CITY MANAGER'S EMPLOYMENT AGREEMENT

Mr. Tanner has completed his interim appointment as outlined in his original employment agreement, effective March 7, 2007. It is now time to prepare the necessary documents to begin Mr. Tanner's regular full-time appointment as City Manager. The original employment agreement contains provisions specific to the California Public Employer's Law (CalPERS) related to the appointment as City Manager. After review of said language, CalPERS has recommended that the contract be amended to reflect the proper language regarding any PERSable compensation.

PROPOSED ACTION: Approve the Resolution authorizing the Mayor to amend the City Manager's Agreement to ensure it complies with the CalPERS regulations.

F. **CONSIDERATION OF PERFORMANCE BASED SALARY ADJUSTMENT FOR THE CITY ATTORNEY AND THE FOURTH AMENDMENT TO HIS EMPLOYMENT AGREEMENT**

Mr. Soley completed five and one-half years of service as the City Attorney on January 1, 2007. Mr. Soley received his last salary increase on January 1, 2003. On December 19, 2006 and January 9, 2007, the City Council conducted a closed session performance evaluation concerning Mr. Soley. The Council designated the Mayor as the City's negotiator for salary and benefit negotiations with Mr. Soley. The Council will consider amending Mr. Soley's employment agreement to provide comparable salary and benefits to the Bay Area region cities with a similar position.

PROPOSED ACTION: 1) Approve the Resolution to amend the City Attorney's Agreement (as previously amended) and authorization of a salary increase. 2) Approve the Resolution to Report and Pay the Value of the Employer Paid Member Contributions for the Council Appointed Executives Group.

**7. PUBLIC HEARINGS**

- A. **CONSIDERATION OF A MITIGATED NEGATIVE DECLARATION AND MONITORING PROGRAM, ZONING MAP AMENDMENT #05-0002 TO REZONE TWO PARCELS FROM INTENSIVE USE LIMITED (IU-L) TO PLANNED DEVELOPMENT RESIDENTIAL (PDR), AND A PLANNED DEVELOPMENT (MASTER PLAN / UNIT PLAN) #05-0012 TO CONSTRUCT SIX DETACHED SINGLE FAMILY MANUFACTURED HOMES. THE PROJECT IS LOCATED ON ILLINOIS STREET APPROXIMATELY 500 FEET WEST OF BROADWAY AND 1,050 FEET EAST OF SONOMA BOULEVARD AT FERN STREET.**

On November 20, 2006 the Planning Commission voted 5 to 0 to recommend that the City Council approve the Mitigated Negative Declaration; adopt the Zoning Map Amendment #05-0002 to rezone two parcels from Intensive Use Limited (IU-L) to Planned Development Residential (PDR); and to adopt a Planned Unit Development (Master Plan / Unit Plan) #05-0012 to construct six detached single family manufactured homes on lots ranging from 2,936 square feet to 3,915 square feet with an overall project density of 12.76 units per acre. The project is located on Illinois Street approximately 500 feet west of Broadway and 1,050 feet east of Sonoma Boulevard at Fern Street.

PROPOSED ACTION: Adopt a resolution approving the Mitigated Negative Declaration, holding on first reading an ordinance amending the Vallejo Zoning Map from Intensive Use Limited to Planned Development Residential (Zoning Map amendment #05-0002), and holding on first reading an ordinance approving the Planned Development Residential Master Plan/Unit Plan. (Planned Development Master Plan/Unit Plan #05-0012).

**8. POLICY ITEMS**

- A. **CONSIDERATION OF AN INTERIM ORDINANCE OF THE CITY OF VALLEJO ADOPTED AS AN URGENCY MEASURE PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 65858 MAKING FINDINGS AND**

**ESTABLISHING A TEMPORARY MORATORIUM ON THE ESTABLISHMENT OF CERTAIN NEW ACTIVITIES AND FACILITIES INVOLVING THE SALE OF TOBACCO OR TOBACCO RELATED PRODUCTS OR PARAPHERNALIA.**

Consideration of an urgency ordinance prohibiting new retailers of tobacco and tobacco related products from establishing new or expanded uses within the City of Vallejo for a period of 45 days and making findings of urgency regarding the health, safety and general welfare of Vallejo citizens.

PROPOSED ACTION: It is recommended that the urgency ordinance be adopted.

- 9. ADMINISTRATIVE ITEMS - NONE**
- 10. APPOINTMENTS TO BOARDS, COMMISSIONS, AND COMMITTEES - NONE**
- 11. WRITTEN COMMUNICATIONS**

*Correspondence addressed to the City Council or a majority thereof, and not added to the agenda by the Mayor or a Council member in the manner prescribed in Government Code, Section 54954.2, will be filed unless referred to the City Manager for a response. Such correspondence is available for public inspection at the City Clerk's office during regular business hours.*

- 12. CITY MANAGER'S REPORT**
- 13. CITY ATTORNEY'S REPORT**
- 14. COMMUNITY FORUM**

*Anyone wishing to address the Council on any matter for which another opportunity to speak is not provided on the agenda, and which is within the jurisdiction of the Council to resolve, is requested to submit a completed speaker card to the City Clerk. When called upon, each speaker should step to the podium, state his /her name, and address for the record. Each speaker is limited to three minutes pursuant to Vallejo Municipal Code Section 2.20.300.*

- 15. REPORT OF THE PRESIDING OFFICER AND MEMBERS OF THE CITY COUNCIL**
- 16. CLOSED SESSION:** *May recess to consider matters of pending litigation (GC 54956.9), personnel (GC 54957), labor relations (GC 54957.6), and real property negotiations (GC 54956.8). Records are not available for public inspection.*
- 17. ADJOURNMENT**

**VALLEJO CITY COUNCIL  
MINUTES**

**FEBRUARY 27, 2007**

The Council met in a special meeting/closed session concerning Conference with legal counsel – anticipated litigation: significant exposure to litigation pursuant to Government Code Section 54956.9(b); number of potential cases: One (1). The meeting was called to order at 5:00 p.m. by Mayor Anthony J. Intintoli, Jr. Councilmember Sunga absent/excused.

The Council met in special meeting to interview applicants for appointment to the Housing and Redevelopment Commission at 6:30 p.m.

**1. CALL TO ORDER**

A regular meeting of the Vallejo City Council was held on the above date in the Council Chambers of the Vallejo City Hall. The meeting was called to order at 7:00 p.m. by Mayor Anthony J. Intintoli, Jr.

**2. PLEDGE OF ALLEGIANCE**

**3. ROLL CALL**

Present: Mayor Intintoli, Vice Mayor Cloutier, Councilmembers Bartee, Davis, Gomes, Pearsall and Sunga

Absent: None

Staff: City Manager Joseph Tanner  
City Attorney Fred Soley  
Interim City Clerk Mary Ellsworth

**4. PUBLIC COMMENT REGARDING CONSENT CALENDAR ITEMS**

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

At the request of Mayor Intintoli, Item 6C, Consideration of a resolution approving the street name change for a portion of Kentucky Street between Tuolumne Street and Solano Avenue to Lee V. Ellenburg Street, and 6D, Approval of a resolution establishing the annual sidewalk repair policy and authorizing the City Manager to execute an agreement with Access Capital Services, Inc., for the processing of invoices, were moved from the Consent Calendar to be heard as Item 6.1 and 6.2.

Vice Mayor Cloutier announced that Mr. Arthur Scott, a prominent member of the community and a champion of civil rights, died February 5, 2007. On behalf of the City Council, Vice Mayor Cloutier offered condolences to Mr. Scott's family and requested that tonight's meeting be adjourned in memory of Mr. Scott.

Hearing no further additions, corrections or deletions, the Agenda was approved as amended and the following Consent Calendar items were offered by Vice Mayor Cloutier:

APPROVAL OF MINUTES FOR THE MEETINGS OF FEBRUARY 7, 2006 and  
FEBRUARY 6, 2007

RESOLUTION NO. 07-33 N.C. TO AMEND THE FISCAL YEAR (FY) 2006/2007 FEDERAL  
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM BUDGET

APPROVING THE STREET NAME CHANGE FOR A PORTION OF KENTUCKY  
STREET BETWEEN TUOLUMNE STREET AND SOLANO AVENUE TO LEE V.  
ELLENBURG STREET (This item was moved to Item 6.1)

APPROVAL OF A RESOLUTION ESTABLISHING THE ANNUAL SIDEWALK  
REPAIR POLICY AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN  
AGREEMENT WITH ACCESS CAPITAL SERVICES, INC. FOR THE  
PROCESSING OF INVOICES (This item was moved to Item 6.2)

RESOLUTION NO. 07-36 N.C. IN SUPPORT FOR THE SAN FRANCISCO BAY  
TRAIL AND BAY AREA RIDGE TRAIL FEASIBILITY STUDY TO IDENTIFY AND  
RECOMMEND A PREFERRED TRAIL ALIGNMENT

RESOLUTION NO. 07-37 N.C. SUPPORT FOR ASSEMBLY BILL 112,  
HIGHWAY SAFETY ENHANCEMENT – DOUBLE FINE ZONE ON STATE ROUTE 12

RESOLUTION NO. 07-38 N.C. ADOPTING THE CITY'S STATEMENT OF  
INVESTMENT POLICY PURSUANT TO STATE OF CALIFORNIA GOVERNMENT  
CODE SECTION 53646 AND DELEGATION OF INVESTMENT AUTHORITY TO  
CITY FINANCE DIRECTOR/TREASURER.

The above minutes and resolutions were adopted by the following vote:

AYES: Mayor Intintoli, Vice Mayor Cloutier, Councilmembers Bartee, Davis, Gomes,  
Pearsall and Sunga  
NOES: None  
ABSENT: None  
ABSTAINING None

6.1 APPROVING THE STREET NAME CHANGE FOR A PORTION OF  
KENTUCKY STREET BETWEEN TUOLUMNE STREET AND SOLANO  
AVENUE TO LEE V. ELLENBURG STREET

Gary Leach, Public Works Director, reported that a petition was circulated by the family of Mr. Ellenburg and fifty percent of the residents affected by the street name change signed the petition. The Fire and Police Departments have no objection to this proposed street name change. There will be no fiscal impact; the applicant has paid the City \$515.00 for the processing fee and will pay \$1,056 to cover the cost of changing the street name signs.

In answer to a question of Councilmembers, Mr. Leach stated that the process for street name change has been in effect for a number of years.

Speaker: Katie Meissner addressed the process for public facility/street renaming suggesting that this should be something the recently established naming committee should be dealing with. Jeffrey Pouncey, grandson of Mr. Ellenberg, and Rosie Ellenburg, widow of Mr.

Ellenburg, asked for Council's support of the renaming. Earl Lewis, 406 Winchester Street, stepson of Mr. Ellenburg, stated expressed concern over the hesitation on the part of the Council on renaming the street.

Councilmember Gomes stated that the City does not have a process that properly honors the contributions of citizens of the city. She stated that she believes she must remove herself from the emotional part of the matter and do what she believes is in the best interest for the greater good of the City. She emphasized that there was no slight intended to the family, she agrees that the Reverend should be honored. She offered as an alternative a "co-naming" plaque that would be placed below or above the original street name sign. She distributed pictures from other cities who have done this.

Councilmember Gomes requested placing a moratorium on any public facility/street naming until a policy is drafted by the ad hoc Naming Committee.

Mayor Intintoli asked that the issue of a moratorium for public facility/street naming be placed on a future agenda.

Mayor Intintoli noted that this particular section of Kentucky Street is separated from the rest of Kentucky Street and he believes it is appropriate that it carry a different name.

Mr. Leach responded to the following questions of Councilmember Pearsall: how many other sections of streets in the City have been renamed and why did this process take so long?

Councilmembers Bartee, Davis and Sunga agreed that the Ellenburg's should not be punished because they followed all the procedures and support staff's recommended resolution.

Mr. Pouncey responded to the alternative suggested by Councilmember Gomes stating that it is a good alternative if Council is not prepared to approve an overall change of the street name. However, they would like the street name changed.

Mayor Intintoli reported for the record that a letter was received from Blanche Vaughn, dated February 27, 2007, opposing the street name change.

Councilmember Gomes offered an amendment that would co-name the portion of Kentucky Street the honorary Lee V. Ellenburg Street. The substitute resolution failed to pass by a vote of two ayes, five noes.

RESOLUTION NO. 07-34 N.C. offered by Mayor Intintoli approving the street name change for a portion of Kentucky Street between Tuolumne Street and Solano Avenue to Lee V. Ellenburg Street.

The resolution was adopted by the following vote:

AYES: Mayor Intintoli, , Councilmembers Bartee, Davis, Pearsall and Sunga  
NOES: Vice Mayor Cloutier and Councilmember Gomes  
ABSENT: None  
ABSTAINING None

6.2 APPROVAL OF A RESOLUTION ESTABLISHING THE ANNUAL SIDEWALK REPAIR POLICY AND AUTHORIZING THE CITY MANAGER TO EXECUTE

AN AGREEMENT WITH ACCESS CAPITAL SERVICES, INC. FOR THE  
PROCESSING OF INVOICES

John Cerini, Maintenance Superintendent, responded to questions of Councilmember Sunga concerning the additional charges and the assessments, the number of sidewalks that are involved and whether this is the same company that other departments use. Councilmember Sunga questioned why a consultant needs to be hired for 400 accounts.

Rob Stout, Finance Director, responded to a question of Councilmember Gomes concerning whether other companies were contacted to see what their charges would be for this service.

James Gajkowski, Assistant Maintenance Superintendent, responded to questions of Councilmember Gomes concerning how many other cities charge citizens for repair of sidewalks; why, if the sidewalk repairs are budgeted from gas tax funds, are the citizens being charged for sidewalk repairs, and will the funds that are collected for sidewalks be used for sidewalks. Mr. Gajkowski explained that these charges will be used to reimburse the gas tax fund for things like street repair.

Speakers: Leon Singleton stated that he does not think this expense should be placed on the citizens.

RESOLUTION NO. 07-38 N.C. offered by Mayor Intintoli, establishing the annual sidewalk repair policy and authorizing the City Manager to execute an agreement with Access Capital Services, Inc., for the processing of invoices.

The resolution was adopted by the following vote:

AYES: Mayor Intintoli, , Vice Mayor Cloutier, Councilmembers Bartee, Davis, Gomes,  
Pearsall and Sunga  
NOES: None  
ABSENT: None  
ABSTAINING None

**7. PUBLIC HEARINGS**

- A. CONSIDERATION OF RESOLUTIONS ADOPTING 1) AN ADDENDUM TO THE VALLEJO STATION PROJECT AND WATERFRONT PROJECT FINAL ENVIRONMENTAL IMPACT REPORT, 2) AN ORDINANCE AMENDING THE WATERFRONT PLANNED DEVELOPMENT MASTER PLAN AND DESIGN GUIDELINES, AND 3) AN AMENDMENT TO THE DEVELOPMENT AGREEMENT TO IMPLEMENT THE REQUIREMENTS OF THE SETTLEMENT AGREEMENT WITH THE VALLEJO WATERFRONT COALITION. (CONTINUED FROM MEETING OF FEBRUARY 13, 2007)

The Final EIR for the Vallejo Station and Waterfront projects was certified by the City Council in November of 2005. The Vallejo Waterfront Coalition subsequently filed a lawsuit challenging the EIR. After almost a year of negotiation, the Coalition, Callahan DeSilva Vallejo, LLC, and the City reached an agreement to settle the lawsuit contingent upon several modifications to the project Planned Development Master Plan (PDMP) and Development agreement (DA). The Settlement Agreement was approved by the City Council on November 28, 2006. Although the overall scope of the project, land use pattern, and general



design of the project is not proposed to be changed, the terms of the Settlement Agreement require several modifications to the Planned Development Master Plan and the Development Agreement.

Brian Dolan, Development Services Director, presented a power point presentation addressing the changes to the Development Agreement which included the addition of a four-acre wetland in the northern waterfront, aka Mariners Cove which was one of the primary requests of the Waterfront Coalition; added increased specificity to the allowed land uses; the Planned Development Master Plan includes new regulations which reduce the height of buildings in the central waterfront. Mr. Dolan noted that there is a possibility of eliminating Civic Drive which is an extension of Branciforte Street through the central waterfront area. He presented graphics that showed the changes in the plan.

In response to questions of Mayor Intintoli concerning what the cost would be for maintaining the four-acre park, Bonnie Robinson-Lipscomb, Economic Development Analyst, replied the preliminary estimate from Public Works is approximately \$25,000 and the cost would be included in the proposed lighting and landscape maintenance district. There will be a greater cost to those who are in the closest proximity.

At the request of Vice Mayor Cloutier, Mr. Dolan explained why one of the amendments was to require additional specific land uses in the waterfront area. He also questioned the anticipated schedule for start of construction.

Mr. Dolan referenced a memo distributed to the Council provided by the Waterfront Coalition noting a list of minor corrections to the Agreement

**Speakers:** Leah Dreger, Callahan DeSilva, thanked the staff and all involved with the project and stated that Callahan DeSilva is ready to process. Marti Brown, Co-Chair, Waterfront Coalition, supports the action proposed. She expressed concern about the qualifications for the applicants for the Design Review Board.

Councilmembers thanked the Waterfront coalition, the City staff and Callahan DeSilva for their combined efforts in bringing this plan to fruition.

RESOLUTION NO. 07-39 N.C. offered by Councilmember Bartee approving the addendum to the Vallejo Station Project and Waterfront Project Final EIR.

The resolution was adopted by the following vote:

AYES: Mayor Intintoli, Vice Mayor Cloutier, Councilmembers Bartee, Davis, Gomes, Pearsall and Sunga  
NOES: None  
ABSENT: None  
ABSTAINING: None

RESOLUTION NO. 07-40 N.C. offered by Councilmember Gomes holding on first reading an ordinance amending the Waterfront Planned Development Master Plan (PD #00-0022), including the changes noted in the memorandum dated February 27, 2007.

The resolution was adopted by the following vote:

AYES: Mayor Intintoli, Vice Mayor Cloutier, Councilmembers Bartee,  
Davis, Gomes, Pearsall and Sunga  
NOES: None  
ABSENT: None  
ABSTAINING: None

RESOLUTION NO. 07-41 N.C. offered by Councilmember Sunga holding on first reading an ordinance amending Development Agreement (DA No.05-0008).

The resolution was adopted by the following vote:

AYES: Mayor Intintoli, Vice Mayor Cloutier, Councilmembers Bartee,  
Davis, Gomes, Pearsall and Sunga  
NOES: None  
ABSENT: None  
ABSTAINING: None

B. CONSIDERATION OF A RESOLUTION HOLDING ON FIRST READING AN ORDINANCE AMENDING TITLE 16 OF THE VALLEJO MUNICIPAL CODE RELATED TO THE CREATION OF THE DESIGN REVIEW BOARD AND THE IMPLEMENTATION OF THE DOWNTOWN SPECIFIC PLAN AND DESIGN GUIDELINES AND THE WATERFRONT MASTER PLAN

The newly created Design Review Board (DRB) will utilize the existing Planned Development Unit Plan process to review development in the Downtown and Waterfront areas. These additions to the ordinance language integrate the DRB, created in Title 2, with the unit plan process which is found in Title 16 of the Vallejo Municipal Code.

Mayor Intintoli opened the public hearing.

Mr. Dolan explained the changes to the ordinance. He responded to a question of Councilmember Gomes concerning the number of members for the Board and what the residency requirements are.

RESOLUTION NO. 07-42 N.C. offered by Councilmember Davis holding on first reading an ordinance amending several chapters of Title 16 of the Vallejo Municipal Code related to the establishment for the DRB and the implementation of the Downtown Specific Plan and Design Guidelines and the Waterfront Planned Development Master Plan.

The resolution was adopted by the following vote:

AYES: Mayor Intintoli, Vice Mayor Cloutier, Councilmembers Bartee,  
Davis, Gomes, Pearsall and Sunga  
NOES: None  
ABSENT: None  
ABSTAINING: None

8. **POLICY ITEMS – None**

9. **ADJOURN TO A SPECIAL JOINT MEETING WITH THE VALLEJO REDEVELOPMENT AGENCY AND THE VALLEJO CITY COUNCIL**

The City Council adjourned to a joint special meeting with the Vallejo Redevelopment Agency at 8:11 p.m. All Agency members were present.

10. **RECONVENE THE CITY COUNCIL MEETING**

The City Council reconvened at 8:40 p.m. All Councilmembers were present.

11. **ADMINISTRATIVE ITEMS**

A. **CONSIDERATION OF RESOLUTION HOLDING ON FIRST READING ORDINANCE AMENDING MUNICIPAL CODE REGARDING REAL ESTATE ASSET MANAGEMENT AND RESOLUTION REGARDING ADOPTION OF CITY OF VALLEJO REAL PROPERTY ASSET MANAGEMENT POLICY**

The purpose of the Real Property Asset Management Policy is to define the process by which the City of Vallejo will manage real property assets, including interests owned and/or controlled by the City. The Real Property Asset Management Policy applies to all real estate assets owned and/or controlled by the City of Vallejo, including but not limited to, City owned and occupied structures, owned properties licensed or leased to third parties (tenants) and vacant parcels. An amendment to the section of the Vallejo Municipal Code that deals with real estate transactions will update the Municipal Code to conform to the Real Property Asset Management Policy.

Mr. Whittom introduced Susan McCue, Economic Development Manager, and Steve England, Asset Manager. Mr. England made a power point presentation and explained the purpose, scope, delegation of authority, and disposition of surplus properties of the policy.

Mr. Whittom stated that staff will return to Council with a list of the surplus property before June 30, noting that this does not mean selling the property—it means ground leasing the property.

Councilmember Sunga questioned if a safeguard can be included that will specify that anytime under market rates are involved, the Council will have the ability to discuss it. Mr. Whittom replied that there is language in the policy that addresses this.

Staff responded to the following questions of Councilmember Gomes: Page, 2, Section 5, Types of Transactions, concerning balancing the cost of non-revenue producing properties and revenue generating properties, what are the intrinsic values of properties that need to be considered (the historic value, public uses) and should these be added; regarding the use of brokers and agents, when would the City Council see the analysis; the City Manager having the authority to dispose of surplus property below \$500,000; and under Exhibit of the Real Property Asset, Organization, will the City Manager and City Council be included. Councilmember Gomes referred to the Analysis of Transactions, stewardship of property, and stated that she would like to see that "more upfront."

Answering a question of Councilmember Davis concerning whether this policy had been adopted for the Housing Authority, Mr. Whittom stated that staff will agenzize this before the Housing Authority.

RESOLUTION NO. 07-43 N.C. offered by Councilmember Davis holding on first reading an ordinance adding Section 3.20.260 to the Vallejo Municipal Code and adoption of the Real Property Asset Management Policy dated February 27, 2007.

The resolution was adopted by the following vote:

AYES: Chairman Intintoli, Vice Chairman Cloutier, Members  
Bartee, Davis, Gomes, Pearsall and Sunga  
NOES: None  
ABSENT: None  
ABSTAINING: None

**B. CONSIDERATION OF MARE ISLAND EARLY TRANSFER PROCESSING AGREEMENT BETWEEN THE CITY AND WESTON SOLUTIONS**

A proposed Early Transfer Processing Agreement has been developed between the City of Vallejo and Weston Solutions regarding the transfer of the remaining Navy-owned land on Mare Island. The agreement addresses the timing and obligations of both parties regarding the transfer of all remaining parcels.

Mr. Whittom introduced Jerry Ramiza, McDonough, Holland and Allen. Mr. Whittom made a brief power point presentation highlighting the key elements of the old transfer processing agreement, the next step, and the requested action.

Mr. Whittom responded to the following questions of Councilmembers: Will Westin be handling the badge and pass building on Tennessee Street; whether the combining of the three Navy-owned properties will cause a delay on the North Island development; if the costs on North Island will be paid by Touro; can Westin back out if it is not cost effective.

RESOLUTION NO. 07-44 N.C. offered by Mayor Intintoli authorizing the City Manager to execute an Early Transfer Processing Agreement between the City of Vallejo and Weston Solutions.

The resolution was adopted by the following vote:

AYES: Chairman Intintoli, Vice Chairman Cloutier, Members  
Bartee, Davis, Gomes, Pearsall and Sunga  
NOES: None  
ABSENT: None  
ABSTAINING: None

**12. APPOINTMENTS TO BOARDS, COMMISSIONS, AND COMMITTEES**

**A. APPOINT MEMBERS TO THE HOUSING & REDEVELOPMENT COMMISSION**

Applicants for the Housing & Redevelopment Commission were interviewed earlier this evening.

Mayor Intintoli called for nominations. L.M. "Mike Urick and Adam Chavez were nominated. A roll call vote was taken and Mike Urick received the majority votes.

RESOLUTION NO. 07-45 N.C. offered by Vice Mayor Cloutier appointing L. M. "Mike" Urick to the Housing and Redevelopment Commission for a term ending December 30, 2010.

The resolution was adopted by the following vote:

AYES:	Mayor Intintoli, Vice Mayor Cloutier, Councilmembers Barteo, Davis, Gomes, Pearsall and Sunga
NOES:	None
ABSENT:	None
ABSTAINING	None

- 13. **WRITTEN COMMUNICATIONS** - None
- 14. **CITY MANAGER'S REPORT** - None
- 15. **CITY ATTORNEY'S REPORT** - None
- 16. **COMMUNITY FORUM**

Speakers: Alan Moore, Butterfly Gardeners Association, addressed code enforcement issues. Dave McCallum, Community Liaison, Partnership Health Plan of California, addressed the program that the Partnership offers for the disadvantaged. Burky Worel addressed his request for information on false alarms calls. He presented the City Manager with a request in writing.

Mayor Intintoli referred Mr. Moore's matter to the City Manager for response.

- 17. **REPORT OF THE PRESIDING OFFICER AND MEMBERS OF THE CITY COUNCIL** - None
- 18. **CLOSED SESSION** - None
- 19. **ADJOURNMENT**

The meeting adjourned at 9:28 p.m. in memory of Arthur Scott.

\_\_\_\_\_  
ANTHONY J. INTINTOLI, JR., MAYOR

ATTEST: \_\_\_\_\_  
MARY ELLSWORTH, ACTING CITY CLERK

**VALLEJO CITY COUNCIL  
MINUTES  
MARCH 13, 2007**

The City Council met in closed session concerning Conference with Legal Counsel: Pending Litigation: Garrett v. City of Vallejo, et al.; United States District Court, Case No. 2:05-CV-00387-FCD-DAD, Pursuant to Government Code Section 94956.9(a); and Conference with Labor Negotiator Scot Kenley pursuant to Government Code Section 54956.6. Employee Organization(s): International Association of Fire Fighters, Local 1186 (IAFF) and Vallejo Police Officers Association (VPOA). The meeting was called to order at 5:03 p.m. by Mayor Anthony J. Intintoli, Jr. All Councilmembers were present.

The Council met in a study session to address team approach to resolving community concerns regarding crime and public nuisances related to smoke shops. Claudia Quintana, Assistant City Attorney, make a power point presentation. Other presentations were made by Lt. Reggie Garcia, and Richard Baker, Vallejo Police Department, and Nimat Shakoor Grantham, Code Enforcement Manager. The study session was called to order at 5:32 p.m. At the end of the study session, staff was directed to return to Council with a full report including financial information.

Fred Soley, City Attorney, stated that in conjunction with the City Manager, staff will bring information back to Council concerning finances and what the agreement would be with the District Attorney's Office. He noted that the community prosecutor will not be a City employee.

City Manager Joseph Tanner stated that because of the financial crisis of the City, he will need to research further to be sure the special prosecutor position will pay for itself.

Speaker: Liat Meitzenheimer, Vallejo Alcohol and Tobacco Policy Coalition, spoke in support of the measurers to be taken to help eliminate problems associated with smoke shops.

A study session was held for the purpose of presenting the Disaster Preparedness Program. Don Parker, Fire Chief, introduced Michael Kirchner, Deputy Fire Chief and Captain Ann Cavanaugh of the Vallejo Fire Department. Captain Cavanaugh made the presentation.

The City Council met in a special meeting to interview applicants for the Architectural Heritage and Landmarks Commission. The meeting was called to order at 6:53 p.m. by Mayor Anthony J. Intintoli, Jr. All Councilmembers were present.

**1. CALL TO ORDER**

A regular meeting of the Vallejo City Council was held on the above date in the Council Chambers of the Vallejo City Hall. The meeting was called to order at 7:11 p.m. by Mayor Anthony J. Intintoli, Jr.

**2. PLEDGE OF ALLEGIANCE**

**3. ROLL CALL**

Present: Mayor Intintoli, Vice Mayor Pearsall, Councilmembers Cloutier, Davis, Bartee, Sunga, Gomes  
Absent: None  
Staff: City Manager Joseph Tanner  
City Attorney Fred Soley  
Acting City Clerk Mary Ellsworth

**4. PRESENTATIONS AND COMMENDATIONS**

**A. PRESENTATION OF AMERICAN FLAG FROM DR. MARCUSE WHICH FLEW OVER THE STATE CAPITOL IN HONOR OF HIS 100<sup>TH</sup> BIRTHDAY**

Seymore Marcuse presented the American Flag that flew over the State Capitol in honor of his 100<sup>th</sup> birthday to Mayor Intintoli. Upon accepting the Flag, Mayor Intintoli offered congratulations and best wishes to Mr. Marcuse on the occasion of his 100<sup>th</sup> birthday and thanked him for the Flag on behalf of the City Council.

**5. PUBLIC COMMENT REGARDING CONSENT CALENDAR ITEMS**

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

Councilmember Sunga referred to Consent Item 6-G, concerning Change Order No. 1 to the contract with Valley Power Systems North, Inc., and questioned the increase in cost in the contract and the fact that the report states there is no fiscal impact. Gary Leach, Public Works Director, replied that the change can be accommodated with the existing budget. He further stated that this is budgeted from grant funds that are specifically for preventative maintenance.

Hearing no additions, corrections or deletions, the agenda was approved and the following ordinances, resolutions and minutes were offered by Vice Mayor Cloutier:

ORDINANCE NO. 1582 N.C. (2D) APPROVING AMENDMENTS TO PLANNED DEVELOPMENT MASTER PLAN NO. 00-0022 TO IMPLEMENT THE REQUIREMENTS OF THE SETTLEMENT AGREEMENT WITH THE VALLEJO WATERFRONT COALITION

ORDINANCE NO. 1583 N.C. (2D) APPROVING THE FIRST AMENDED AND RESTATED DEVELOPMENT AGREEMENT NO. 05-0008 BY AND BETWEEN THE CITY OF VALLEJO AND CALLAHAN/DESILVA VALLEJO, LLC TO PRESERVE THE WATERFRONT AND REVITALIZE THE DOWNTOWN

ORDINANCE NO. 1584 N.C. (2D) AMENDING ORDINANCE SEVERAL CHAPTERS OF TITLE 16 OF THE VALLEJO MUNICIPAL CODE RELATED TO THE ESTABLISHMENT OF THE DESIGN REVIEW BOARD AND THE IMPLEMENTATION OF THE DOWNTOWN SPECIFIC PLAN AND DESIGN GUIDELINES AND THE WATERFRONT PLANNED DEVELOPMENT MASTER PLAN

RESOLUTION NO. 07-60 N.C. AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDED AND RESTATED FISCAL YEAR (FY) 2006/2007 FEDERAL COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM AGREEMENT BETWEEN THE CITY OF VALLEJO AND REYNAISSANCE FAMILY CENTER, INC.

RESOLUTION NO. 07-61 N.C. CONSIDERATION OF A CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT TO RETAIN METROPOLITAN PLANNING GROUP INC. TO PERFORM CONTRACT PLANNING SERVICES FOR REVIEW AND PROCESSING OF THE KB HOME RESIDENTIAL PROJECT PROPOSED FOR THE VALLEJO CITY UNIFIED SCHOOL DISTRICT, AND SYUFY PROPERTIES LOCATED AT BENICIA ROAD AND ROLLINGWOOD DRIVE AND TO EXECUTE A REIMBURSEMENT AGREEMENT BETWEEN KB HOME AND THE CITY OF VALLEJO FOR SAID SERVICES

RESOLUTION NO. 07-62 N.C. AUTHORIZING THE CITY ATTORNEY TO ASSOCIATE THE LAW OFFICES OF JONES & DYER TO REPRESENT THE CITY OF VALLEJO IN GEORGIA

MAE GARRETT, ET AL. V. CITY OF VALLEJO, ET AL., UNITED STATES DISTRICT COURT,  
EASTERN DISTRICT OF CALIFORNIA, SACRAMENTO DIVISION, CASE NO. 2:05-CV-  
00387-FCD-DAD

RESOLUTION NO. 07-63 N.C. AUTHORIZING CHANGE ORDER NO. 1 TO THE EXISTING  
CONTRACT WITH VALLEY POWER SYSTEMS NORTH, INC. OF SAN LEANDRO,  
CALIFORNIA TO PERFORM FERRY DIESEL ENGINE OVERHAULS

H. APPROVAL OF MINUTES FOR THE MEETING OF FEBRUARY 13, 2007

The above ordinances, resolutions and minutes were approved with the following vote:

AYES: Mayor Intintoli, Vice Mayor Cloutier, Councilmembers Bartee,  
Davis, Gomes, Pearsall and Sunga  
NOES: None  
ABSENT: None  
ABSTAINING: None

7. PUBLIC HEARINGS - NONE

8. POLICY ITEMS – NONE

9. ADJOURN TO A JOINT MEETING WITH THE VALLEJO REDEVELOPMENT AGENCY  
AND THE VALLEJO CITY COUNCIL

The Council adjourned to a joint meeting with the Vallejo Redevelopment Agency at 7:25 p.m. All Members were present.

10. ADMINISTRATIVE ITEMS

A. CONSIDERATION OF A RESOLUTION AMENDING THE FISCAL YEAR 2006-2007  
BUDGET

On March 6<sup>th</sup>, 2007, Council approved the 2006-07 Midyear budget report which provided a status update of the Fiscal Year 2006-2007 budget. Council also adopted a Notice of Intention to appropriate funds not included in the current fiscal year 2006-07 budget. This action formally adopts the proposed budget revisions. The adoption of these amendments requires separate actions by the City Council and the Redevelopment Agency.

Robert Stout, Finance Director, answered questions of Councilmembers Bartee and Pearsall from the March 6 meeting concerning the Marina debt, and transfers out of the General Fund.

Speakers: Marti Brown, Co-Chair, Vallejo Waterfront Coalition, stated that the City should take a comprehensive look at generating revenues; and suggested a budget task force that would include residents and business owners. Katie Meissner agreed with the formation of a budget task force and volunteered to serve on it, and addressed Fire Fighter contract related issues.

Vice Mayor Cloutier stated that by approving the resolution does not mean that he approves of the level of overtime spending that is occurring this year. He went on to say that the main problem is the level of compensation we are paying in the Fire Department,



noting that the salaries are approximately nine percent higher than other cities that are much wealthier than Vallejo.

Councilmember Pearsall stated that if cuts have to be made to any department in the City, the transfer outs need to be looked at. Transferring money out of the General Fund into other funds that are supposed to be self sufficient cannot continue.

RESOLUTION NO. 07-64 N.C. offered by Mayor Intintoli adopting a resolution amending the City's budget for Fiscal year 2006/2007.

The resolution was adopted by the following vote:

AYES: Mayor Intintoli, Vice Mayor Cloutier, Councilmembers Bartee, Davis, and Sunga  
NOES: Councilmembers Gomes and Pearsall  
ABSENT: None  
ABSTAINING: None

RESOLUTION NO. 07-08 offered by Mayor Intintoli amending the Redevelopment Agency's budget for Fiscal Year 2006-2007.

The above resolution was adopted by the following vote:

AYES: Chairman Intintoli, Vice Chairman Cloutier, Members Bartee, Davis, Gomes, Pearsall and Sunga  
NOES: None  
ABSENT: None  
ABSTAINING: None

**11. RECONVENE THE CITY COUNCIL MEETING**

The City Council reconvened at 7:35 p.m. All Councilmembers were present.

**12. APPOINTMENTS TO BOARDS, COMMISSIONS, AND COMMITTEES**

**A. APPROVAL OF RESOLUTION APPOINTING MEMBERS TO THE ARCHITECTURAL HERITAGE AND LANDMARKS COMMISSION**

Mayor Intintoli announced that applicant interviews for this commission were held earlier this evening. It was agreed that the appointments would not be made at this time. The interview process would be continued to a future date at which time the interviewees would return for a second interview. Applications for appointment to the AHLC will continue to be accepted.

**13. WRITTEN COMMUNICATIONS - None**

**14. CITY MANAGER'S REPORT**

City Manager Joseph Tanner reported that funds are being solicited for the 4<sup>th</sup> of July Parade. A \$2,500 donation was received from a local auto dealer.

**15. CITY ATTORNEY'S REPORT**

City Attorney Fred Soley reported that District Attorney David Paulsen informed him why he was not in attendance at the study session this evening. Mr. Soley stated that when the matter is brought back to Council, District Attorney Paulsen will attend.

**16. COMMUNITY FORUM**

Speakers: Jovita Bazan-Lopez, 804 Georgia Street, Solano Peace and Justice Coalition invited the public to participate in a peace march "U.S. Out of Iraq" on March 17, 2007 beginning at 11:00 a.m. at the corner of Sonoma and Redwood Street. Hal Boex, Clayton Ranch, Inc., 1125 Avenida Seville, Walnut Creek, addressed the public hearing on an appeal of the Planning Commission decision scheduled for tonight that was cancelled with no notice given to him, the appellant. Sam Kurshan would like the Council to adopt a resolution condemning the war in Iraq.

**17. REPORT OF THE PRESIDING OFFICER AND MEMBERS OF THE CITY COUNCIL**

Vice Mayor Cloutier invited the public to a workshop on quality of life issues on March 19, 2007, 7-9 p.m. in the City Council Chambers.

Councilmember Barteo expressed appreciation for the donations from the community for the 4th of July Parade. He also thanked the Vallejo Music Theater.

Councilmember Gomes stated that in addition to the workshop to be held on March 19, there will be six workshops on quality of life issues that will be held in different sections of the City. The workshops are being hosted by Vice Mayor Cloutier, Councilmember Pearsall and her, as well as the Human Relations Commission. The purpose is to get input from the neighborhoods and then present this information at a Council study session.

Councilmember Davis requested that the matter of Mr. Boax's appeal not being heard tonight be investigated and get back to Council as soon as possible. He also reported on meetings he attended concerning the problems relating to the property at the 201 Maine Street.

Councilmember Sunga reported that a grant has been received for the Disaster Preparedness program and training will start in May or June. He also reported that there will be a meeting concerning the Senior Round Table and they plan to get this started soon.

**18. CLOSED SESSION - None**

**19. ADJOURNMENT**

The meeting adjourned at 7:49 p.m.

\_\_\_\_\_  
ANTHONY J. INTINTOLI, JR., MAYOR

ATTEST: \_\_\_\_\_  
MARY ELLSWORTH, ACTING CITY CLERK





**COUNCIL COMMUNICATION**

Date: March 27, 2007

TO: Mayor and Members of the City Council

FROM: Craig Whittom, Assistant City Manager / Community Development *CW*  
Susan McCue, Economic Development Program Manager *SMC*

SUBJECT: APPROVAL OF A LEASE AGREEMENT BETWEEN THE CITY OF VALLEJO AND THE VALLEJO CONVENTION & VISITORS BUREAU

BACKGROUND & DISCUSSION

The Vallejo Convention & Visitors Bureau (VCVB) is currently located in the west rotunda of the Ferry Terminal Building which the City owns and operates. The VCVB was formed in 1987 under the auspices of the Vallejo Chamber of Commerce and in conjunction with the opening of the Six Flags Marine World Park. The VCVB is non-profit organization dedicated to promoting tourism, meetings and conferences in the Vallejo area. In 1990, VCVB separated from the Vallejo Chamber of Commerce and moved to the Ferry Terminal Building. The VCVB has been in the Ferry Building location for the past sixteen (16) years.

During the sixteen years of occupancy there has been no lease between the City and VCVB for the use of 1425 square feet in the Ferry Building or a requirement to provide insurance. Historically, the City has underwritten a significant portion of the VCVB's operation but funding has been reduced by 28% and 37% over the past two years. The City's approved budget in FY 2006-07 does not include funding for lease payments and City funding for FY 2007-08 remains uncertain. Staff has developed a lease agreement between VCVB and the City for the remaining portion of fiscal year 2006-07 and may come back in June of 2007 with an amendment which would include a new recommended term and rental rate. Upon execution of the lease VCVB would pay its share of the operating expense of the Ferry Building and provide required insurance as a lessee.

The medium-term vision for the west rotunda is to lease to a restaurant in 3-5 years from now. In the interim, staff will seek out short term uses for the west rotunda space that will generate revenue. Staff is also investigating the possibility of opening the 1,900 square foot Observation Deck area in order to fully utilize the Ferry Building as an City asset. Opening the Observation Deck would depend on the creation of a means to supervise the deck area, stairs and elevator during limited operating hours.

Fiscal Impact

The proposed lease is for a term of three (3) months and would charge \$1.00 in rent and \$526.00 (25% of annual expense allocation) in expenses for the remaining portion of FY year 2006-07. Depending on CVB funding in FY 2007-08, staff may negotiate an extension to the lease and return to the City Council for consideration of the lease agreement.

### RECOMMENDATION

Staff recommends that the City Council approve the resolution authorizing the lease which will establish a Landlord/ Tenant relationship as well as terms of use of the premises. The resolution also authorizes the City Manager, or his designee, to execute the lease documents.

### ALTERNATIVES CONSIDERED

Staff feels that the space used by VCVB is appropriate for the short term. The space was originally approved for a 2,600 square foot restaurant. VCVB will no longer be using the storage room and other vacant space outside of their demised leased area for its exclusive use.

### ENVIRONMENTAL REVIEW

The approval of the Lease does not require environmental review.

### PROPOSED ACTION

Approve the attached resolution authorizing the City Manager, or his designee, to sign the Lease Agreement between the City of Vallejo and the Vallejo Convention and Visitors Bureau for the VCVB space at 289 Mare Island Way.

### DOCUMENTS ATTACHED

Attachment A - Resolution

Attachment B - Lease between the City and VCVB

CONTACT: Steve England, Real Property and Asset Manager  
707-649-48484 / [sengland@ci.vallejo.ca.us](mailto:sengland@ci.vallejo.ca.us)

Susan McCue, Economic Development Manager  
707-553-7283 / [smccue@ci.vallejo.ca.us](mailto:smccue@ci.vallejo.ca.us)

ATTACHMENT A

RESOLUTION NO. \_\_\_\_\_ N.C.

**AUTHORIZATION TO ENTER INTO A LEASE AGREEMENT FOR THE VALLEJO  
CONVENTION AND VISITORS BUREAU**

BE IT RESOLVED by the City of Vallejo as follows:

THAT WHEREAS; the Vallejo Convention and Visitors Bureau is located at 289 Mare Island Way at the Ferry Building a City owned property; and

WHEREAS, there is no lease with the Vallejo Convention and Visitors Bureau and the City wishes to enter into a lease with the Vallejo Convention and Visitors Bureau at this location; and

WHEREAS, staff has negotiated with the proposed tenant for a lease that will document the rental terms and conditions of use of the subject space.

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby approves the terms of the proposed lease subject to any clarifying changes approved by the City Manager and City Attorney, and authorizes City Manager's execution thereof together with any other documents, subsequent amendments to the lease, estoppel certificate, memorandum of lease, or such other documents reasonably necessary to effect the lease approved by the City Manager and City Attorney

**ATTACHMENT B**

**NNN LEASE**

**By and Between**

**CITY OF VALLEJO**  
a California municipal corporation  
**("Landlord")**

**and**

Vallejo Convention & Visitors Bureau  
**("Tenant")**

Dated: \_\_\_\_\_, 2007

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**EXHIBITS**

Exhibit A-1 Legal Description of Property  
Exhibit A-2 Depiction of the Premises  
Exhibit B Rules and Regulations  
Exhibit C Work Letter

**NNN LEASE**

**BASIC LEASE INFORMATION**

1. Landlord: City of Vallejo, a California Municipal Corporation  
555 Santa Clara Street  
Vallejo, CA 94590  
Attn: Community Development Director  
Telephone: (707) 648-4444  
Facsimile: (707) 648-4499
  
2. Tenant: Vallejo Convention & Visitors Bureau  
289 Mare Island Way, Suite "D", West Rotunda  
Vallejo, CA 94590  
Telephone: (707-642-3653)  
Facsimile: (707-644-2206)  
Emergency Telephone: (707-758-3177) Mike Browne's cell
  
3. Effective Date: April 1, 2007
  
4. Premises: The Premises contain approximately 1,425 square feet ("**Premises**"). The Premises are located in the West Rotunda of the Vallejo Ferry Terminal Building containing roughly 10,000 square feet ("**Building**").
  
5. Permitted Uses: General Office use and incidental retail sales and merchandizing of City of Vallejo and County of Solano "store" items subject to any applicable or required approvals from the City of Vallejo or other agencies.
  
6. Initial Term: Initial Term of three (3) months, commencing as of that date set forth in Lease Section 2, below ("**Commencement Date**").
  
7. Base Rent:

<u>Year</u>	<u>Monthly Amount</u>	<u>Expenses</u>
3 Mo.	\$1.00	\$526.00
  
8. Security Deposit: \$ N/A

The Basic Lease Information set forth above and the Exhibits attached hereto are incorporated into and made a part of the following Lease. In the event of any conflict between the Basic Lease Information and terms of the Lease, the terms of the Lease shall control.

LANDLORD'S INITIALS \_\_\_\_\_ TENANT'S INITIALS \_\_\_\_\_

## NNN LEASE

This Lease Agreement ("**Lease**") is made and entered into as of the effective date specified in Section 3 of the Basic Lease Information, above ("**Effective Date**"), by and between the City of Vallejo, a municipal corporation of the State of California ("**Landlord**"), and the tenant identified in Section 2 of the Basic Lease Information ("**Tenant**").

### 1. PREMISES.

1.1. Premises. Landlord is the owner of the land parcel(s) on which the Premises and the Building are located ("**Property**"). A legal description of the Property is attached hereto and incorporated by reference as Exhibit A-1. Landlord hereby leases to Tenant, and Tenant leases from Landlord, the Premises together with Tenant Improvements (defined below), if any. A drawing depicting the general location and layout of the demised Premises is attached hereto and incorporated by reference as Exhibit A-2. Tenant is familiar with the existing condition of the Premises, and Building, acknowledges that Landlord has made no representations or warranties in that regard, and hereby accepts them in their "AS IS" condition as of the Effective Date.

1.2. Landlord's Reserved Rights. Landlord reserves the right to enter the Premises upon reasonable notice to Tenant (except that advance notice shall not be required in case of an emergency) for the following purposes (i) to inspect the condition of the Premises; (ii) to ascertain the performance by Tenant of the terms and conditions hereof; (iii) to respond to an emergency at the Premises; (iv) to maintain, inspect, and repair the Premises to the extent required or permitted under this Lease; (v) to post notices of non-responsibility for alterations, additions, or repairs undertaken by Tenant; (vi) to show the Premises to prospective tenants or purchasers or persons acting on their behalf; (vii) to post a leasing sign in or about the Premises; and (viii) to perform any other right or duty of Landlord under this Lease. Landlord may exercise this right of entry without any abatement of Rent to Tenant for any loss of occupancy or quiet enjoyment of the Premises.

### 2. TERM.

2.1. Term. The "**Initial Term**" of this Lease shall be as set forth in Section 6 of the Basic Lease Information and shall commence as of the Commencement Date (defined below). The Initial Term together with the Extension Term(s), if any, are collectively referred to herein as the "**Term**." If the Commencement Date occurs other than on the first day of a month, the Term shall begin on such day, but shall include such partial month as well as the number of months accounted for in Section 6 of the Basic Lease Information.

2.2. Commencement Date. The "**Commencement Date**" shall be that date on which Tenant has obtained all required certificates of occupancy (which may be temporary certificates) for the Premises..

2.3. Right to Terminate. Tenant, provided Tenant is not in default under any of the terms and conditions of this Lease, shall have the right to terminate this Lease upon ninety (90) days prior written notice to Landlord. Landlord, shall have the right to terminate lease without cause upon ninety (90) days prior written notice to Tenant.

2.4. FTA General Provisions. Tenant acknowledges and agrees that this Lease is subject to the terms and conditions contained in the FTA General Provisions attached hereto as Exhibit D and incorporated by reference. In the event of a conflict, as reasonably determined by Landlord, between this Lease and the FTA General Provisions, the FTA General Provisions shall control.

### 3. RENT; SECURITY DEPOSIT

3.1. Base Rent, Rent. All Rent under this Lease shall commence as of the Commencement Date. Rent shall be paid as set forth in this Section 3. Tenant shall pay to Landlord, at Landlord's address for payment of Rent designated in Section 1 of the Basic Lease Information, or at such other address as Landlord may from time to time designate in writing to Tenant for the payment of Rent, the Base Rent designated in Section 7 of the Basic Lease Information, without notice, demand, offset or deduction, in advance, on the first day of each month of the Term. Upon execution of this Lease, Tenant shall pay to Landlord the first month's Base Rent. The term "**Rent**" means the Base Rent, and all Additional Rent payable as provided in Section 3.2. If Rent is due for a period of less than a full month, it shall be prorated for such partial month on the basis of a thirty (30) day month.

3.1.1 Application of Payments. All payments received by Landlord from Tenant shall be applied to the oldest obligation owed by Tenant to Landlord. No designation by Tenant, either in a separate writing, on a check or money order, or otherwise shall modify this clause or have any force or effect.

3.1.2 Late Charge and Interest. The late payment of any Rent will cause Landlord to incur additional costs, including administration and collection costs and processing and accounting expenses ("**Delinquency Costs**"). If Landlord has not received any installment of Rent within five (5) days after such amount is due, Tenant shall pay a late charge of ten percent (10%) of the delinquent amount immediately. The ten percent (10%) late charge represents a reasonable estimate of the Delinquency Costs incurred by Landlord. In addition, all such delinquent amounts shall bear interest from the date such amount was due until paid in full at a rate per annum ("**Applicable Interest Rate**") equal to the lesser of (a) the maximum interest rate permitted by Law or (b) five percent (5%) above the rate publicly announced by Bank of America, N.A. (or if Bank of America, N.A. ceases to exist, the largest bank then headquartered in the State of California) ("**Bank**") as its "**Reference Rate**." If the use of the announced Reference Rate is discontinued by the Bank, then the term Reference Rate shall mean the announced rate charged by the Bank which is, from time to time, substituted for the Reference Rate. Landlord and Tenant recognize that the damage which Landlord shall suffer as a result of Tenant's failure to pay such amounts is difficult to ascertain and said late charge and interest are the best estimate of the damage which Landlord shall suffer in the event of late payment. Landlord's acceptance of late Rent, partial Rent and late charges does not equate with a waiver of Tenant's default with respect to the overdue amount, or prevent Landlord from exercising any rights and remedies available under this Lease and/or by operation of Law.

3.2. Additional Rent. In addition to paying the Base Rent, Tenant shall pay as "Additional Rent" any Taxes as provided in Section 5, costs of Landlord's Insurance as provided in Section 6.1, and any other amounts of any kind that become due or payable by Tenant to Landlord under the terms of this Lease. Unless Landlord elects otherwise pursuant to this Lease, all amounts due under this Section 3.2 as Additional Rent are payable monthly on the first day of each calendar month during the Term. Tenant's obligation to pay Rent under this Lease survives the Term to the extent such obligation has not been fulfilled during the Term. In addition, Landlord reserves the right to charge Tenant and Tenant shall pay for any Utilities as described in Section 4 not directly paid by Tenant to the utility company.

3.3. Security Deposit. The cash sum specified under Section 8 of the Basic Lease Information, if any, shall be deposited with Landlord concurrently with Tenant's execution of this Lease ("Security Deposit"). Landlord shall hold the Security Deposit as security for the performance of Tenant's obligations under this Lease. Tenant is not entitled to any interest on the Security Deposit and Landlord shall not be liable therefore. If Tenant defaults on any provision of this Lease, Landlord may, at its election and without prejudice to any remedy it has under this Lease or by operation of Law, apply all or part of the Security Deposit to: (i) Rent or other sum in default; (ii) any amount that Landlord may spend or become obligated to spend in exercising Landlord's rights under this Lease; (iii) unamortized costs of improvements paid for by Landlord, if any; (iv) unamortized costs of brokerage commissions; or (v) any expense, loss or damage that Landlord may suffer because of Tenant's default. Tenant waives the provisions of California Civil Code section 1950.7, and all Laws in force or that become in force after the date of execution of this Lease, that provide that Landlord may claim from a security deposit only those sums reasonably necessary to remedy defaults in the payment of Rent, to repair damage caused by Tenant, or to clean the Premises. Landlord may, in addition, claim those sums reasonably necessary to compensate Landlord for any other foreseeable or unforeseeable loss or damage caused by the act or omission of Tenant, or of Tenant's officers, agents, employees, independent contractors, invitees, customers, licensees, assignees or subtenants (individually and collectively, "Tenant's Parties").

3.3.1 Restoration of Security Deposit; Return of Security Deposit. If Landlord applies any portion of the Security Deposit during the Term, Tenant shall, within ten (10) days after demand by Landlord, deposit with Landlord an amount sufficient to restore the Security Deposit to its original amount. If Tenant performs every provision of this Lease to be performed by Tenant, the unused portion of the Security Deposit, if any, shall be returned to Tenant or the last assignee of Tenant's interest under this Lease within thirty (30) days following the expiration or termination of the Term.

3.3.2 Transfer of Security Deposit; Assignment or Encumbrance of Security Deposit. If Landlord disposes of its interest in the Premises, Landlord may deliver the remaining Security Deposit to Landlord's successor in interest in the Premises and thereupon be relieved of further responsibility with respect to the Security Deposit. Tenant may not assign or encumber the Security Deposit without the prior written consent of Landlord. Any attempt to do so shall be void and shall not be binding on Landlord.

3.4. Improvement Financing. The provisions of this Lease and the Work Letter related to Improvement Financing and the Rent Offset are personal to Tenant and shall not be included in any assignment or sublet of this Lease.

3.4.1 Loan Documents. In the event that Tenant desires to obtain financing for the cost of the Improvement Work ("**Improvement Financing**"), Tenant shall advise Landlord of the loan terms and proposed lender, and provide Landlord with copies of all applicable documentation and agreements, including the proposed promissory note, loan agreement, and any security instruments (collectively, "**Loan Documents**"). The Improvement Financing shall be obtained from, and all Loan Documents shall be with, a reputable third-party institutional lender upon commercially reasonable terms. Landlord shall have the right to approve or disapprove the Improvement Financing terms and/or Loan Documents in Landlord's sole discretion. In no event shall Landlord's fee interest in the Building; Premises be or become subordinate to the Improvement Financing or any other financing or security instruments. Improvement Financing shall in no event be more than the amount of the Final Cost Proposal, and shall only be used for purposes of covering the reasonable hard costs incurred by Tenant and payable to third parties in connection with the actual costs of the Improvement Work (excluding costs associated with trade fixtures) as capped by the amount set forth in the Final Cost Proposal ("**Improvement Costs**"). If, at any time, the Improvement Financing is used for purposes other than covering the Improvement Costs, the Rent Offset shall expire and be of no further force or effect, and Tenant shall, within thirty (30) days of Landlord's request therefore, repay to Landlord any portion of the Rent Offset that Landlord, in its reasonable discretion, determines was used for purposes other than covering the Improvement Costs.

3.4.2 Audit Rights. Landlord shall have the right, upon written notice to Tenant, and during normal business hours, to inspect and examine Tenant's Documentation (defined below) related to the Improvement Work, the Improvement Costs, the Improvement Financing, and the Loan Documents, for all purposes including confirmation that the Improvement Financing is being used only to cover Improvement Costs. If Landlord, in its reasonable discretion, determines that such Documentation was materially incomplete, false, or misleading, Landlord may elect to declare a default under the Lease, and Tenant shall pay all costs associated with such audit. "**Documentation**" means, collectively, promissory notes, loan agreements, deeds of trust and other security instruments, truth-in-lending disclosure statements, change orders, requests for clarifications, contracts with contractors, subcontractors and suppliers, inspector notes, testing, correspondence, submittals, samples, shop drawings, materials lists, invoices, receipts, reimbursable expenses, vouchers, purchase orders, books of account, records, financial information notes, daily logs, detailed list of daily labor, equipment used and related costs including rental costs, time cards and payrolls, and any and all other data or financial information directly or indirectly related to the Improvement Work and/or the Improvement Financing.

3.5. Tenant Financial Data.

3.5.1 Annual Data. Tenant shall provide Landlord, annually and within ten (10) days after Tenant's receipt of Landlord's written request therefore, from time to time, Tenant's current annual balance sheet and financial statement, in a form reasonably acceptable to Landlord, and either certified by Tenant to be true and correct or accompanied by a report .



3.5.2 Books and Records. For a period of seven years following the close of each calendar year, Tenant shall keep at the Premises or at any other location in the County in which the Premises are located, full and accurate books of account and records relative to transactions from the Premises in accordance with generally accepted accounting principles consistently applied.

3.5.3 Audits. Landlord, at any time within seven (7) years after receipt of any statement and upon no less than fifteen (15) days prior written notice to Tenant, may cause an audit to be made of Tenant's records and books. Tenant shall make available for the audit at the Premises all of these books and records. If the audit discloses an underreporting of Gross Sales in excess of two percent (2%) of the reported Gross Sales, then Tenant shall also immediately pay to Landlord all reasonable costs and expenses incurred in the audit and in collecting the underpayment, including auditing costs and attorneys fees. For purposes of this Section 3.5 only, Tenant expressly waives any applicable statute of limitations including those associated with contracts and book accounts.

#### 4. UTILITIES.

4.1. Tenant Utility and Service Costs. Tenant, at Tenant's sole cost and expense, shall be responsible and directly contract and pay for any and all utilities and services required or desired by Tenant in connection with its use or occupancy of the Premises, including: (i) heat and air conditioning, if any; (ii) water; (iii) elevator or lift service, if any; (iv) electricity; (v) telephone, computer, communications; (vi) trash pick-up; (vii) gas; and (viii) any other materials, services, or utilities (individually and collectively, "Services"). Landlord may elect to bill prorate Utility costs due to the limitations of the current metering. The Tenant will be provided supporting documentation for these billings upon request.

4.2. Conservation and Use Policies. Tenant, at its expense, shall comply with federal, state, or local governmental controls, rules, regulations, or restrictions on the use or consumption of energy or other utilities during the Term.

4.3. No Furnished Services. Landlord shall have no obligation to provide any Services to the Premises. Notwithstanding the foregoing, if Landlord, in Landlord's sole discretion, elects to provide Services, Tenant shall pay to Landlord upon demand the cost of any and all Services furnished to Tenant; the cost of installing, maintaining and repairing equipment and/or facilities for the delivery of such Services, if any; and any cost incurred by Landlord in keeping account of or determining such Services in accordance with rates established by Landlord, and Landlord may discontinue such Services upon thirty (30) days prior written notice to Tenant. If any Services are provided, Landlord, at its election, may cause an electrical or water meter (including, without limitation, any additional wiring, conduit or panel required therefore) to be installed (and Tenant shall pay to Landlord upon demand the cost therefore) to measure use of Services consumed by Tenant.

4.4. Exculpation of Liability. Landlord is not obligated to furnish any security patrol or any other Services to Tenant, and shall not be liable for any loss or damage suffered by Tenant or others, by reason of Landlord's failure to furnish or election to discontinue providing any security patrol or any of the Services. Landlord makes no representation with respect to the

presence, adequacy or fitness of the heating, air conditioning or ventilation equipment on or about the Premises to maintain temperatures which may be required for, or because of, any equipment of Tenant. The exculpation of liability under this Section 4.4 shall not apply to the extent claims are caused by Landlord's sole or active negligence or willful misconduct.

## 5. TAXES.

5.1. Taxes. As used in this Lease "**Taxes**" means Property Taxes, Possessory Interest Taxes and Personal Taxes. Tenant's obligations for Taxes for the last full or partial year of the Term and for any prior unpaid Taxes shall survive the expiration or earlier termination of this Lease.

5.2. Property Taxes. Although no Property Taxes are currently assessed, in the event they are assessed, whether due to a change in ownership or otherwise, Tenant shall pay such Property Taxes pursuant to Section 5.5. "**Property Taxes**" means and includes all of the following: all real property taxes, public infrastructure improvement assessments or any other assessments, levies, fees, exactions or charges, general and special, ordinary and extraordinary, unforeseen as well as foreseen (including fees "in lieu" of any such tax or assessment) which are assessed, levied, charged, conferred or imposed by any public authority upon the Property) or its operations, together with all taxes, assessments or other fees imposed by any public authority upon or measured by any Rent or other charges payable hereunder, including any gross receipts tax or excise tax levied by any governmental authority with respect to receipt of rental income, or upon, with respect to or by reason of the development, possession, leasing, operation, management, maintenance, alteration, repair, use or occupancy by Tenant of the Premises or any portion thereof, together with any tax imposed in substitution, partially or totally, of any tax previously included within the aforesaid definition or any additional tax the nature of which was previously included within the aforesaid definition. Nothing contained in this Lease shall require Tenant to pay any franchise, corporate, estate or inheritance tax of Landlord, or any income, profits or revenue tax or charge upon the net income of Landlord. Landlord shall deliver to Tenant copies of the assessment and tax bill from the applicable taxing authority.

5.3. Possessory Interest Taxes. This Lease creates a possessory property interest in Tenant. Tenant's property interest may be subject to property taxation, and Tenant or the party in whom the possessory interest is vested shall be responsible for payment of any and all property taxes levied on the interest (collectively, "**Possessory Interest Taxes**").

5.4. Personal Taxes. Tenant shall pay directly to the taxing authority all taxes and assessments levied upon the trade fixtures, alterations, additions, improvements, partitions, cabling, wiring, furniture, equipment, inventories and other personal property located and/or installed on the Premises by or on behalf of Tenant (individually and collectively "**Tenant's Property**") and any Tenant Improvements (collectively, "**Personal Taxes**").

5.5. Payment of Taxes. Tenant shall pay all Taxes prior to delinquency. To the extent any such taxes are not separately assessed or billed to Tenant by the taxing authority, Landlord shall deliver to Tenant copies of the assessment and tax bill. Tenant shall pay such amount directly to the taxing authority no later than ten (10) business days prior to the date on which such Taxes are due. Should Tenant fail to pay its Taxes, Landlord may elect to do so on Tenant's

behalf within five (5) days of Landlord's demand therefore. Tenant shall reimburse Landlord for such Taxes and any penalties and fines, together with interest at the Applicable Interest Rate, from the date Landlord tendered payment.

## 6. INSURANCE.

6.1. Landlord. Landlord may elect to self-insure, jointly-insure, or maintain insurance or an insurance equivalent (including, but not limited to, that offered to a municipality through and by a joint powers authority, a self insurance pool of liability coverage authorized pursuant to California Government Code Section 6500, or similar collective) insuring the Premises (excluding Tenant's Property and any Tenant Improvements) on an occurrence basis against fire and extended coverage (including, if Landlord elects, "all risk" coverage, earthquake/volcanic action, flood and/or surface water insurance) similar in type and coverage limits to that carried by Landlord on its other properties. At Landlord's option, such insurance or insurance equivalent may be carried under any blanket or umbrella policies or other insurance or insurance equivalent which Landlord has in force for other buildings or projects. Landlord may also carry such other insurance as Landlord may deem prudent or advisable, in such amounts and on such terms as Landlord shall determine. All such insurance or insurance equivalent maintained by Landlord pursuant to this Section 6.1 is referred to herein as "**Landlord's Insurance.**" Landlord's Insurance shall not, under any circumstances, include Tenant's Property, any Tenant Improvements, or other items required to be covered by Tenant's Insurance. The cost of Landlord's Insurance shall be paid by Tenant as a component of Additional Rent pursuant to Section 3.2.

6.2. Tenant. Tenant shall, at Tenant's expense, obtain and keep in force at all times during the Term the following "**Tenant's Insurance,**" and shall be liable for all premiums, deductibles, and self-insured amounts, if any, in connection therewith. Tenant's Insurance shall not have a deductible amount exceeding Five Thousand Dollars (\$5,000).

6.2.1 Commercial General Liability Insurance. A policy of commercial general liability insurance (occurrence form) having a combined single limit of not less than Two Million Dollars (\$2,000,000) per occurrence and Two Million Dollars (\$2,000,000) annual aggregate, providing coverage for, among other things, blanket contractual liability (including Tenant's indemnification obligations under this Lease), premises liability, products and completed operations liability, owner's protective coverage, broad form property damage, and bodily injury (including wrongful death). If necessary, Tenant shall provide for restoration of the aggregate limit.

6.2.2 Automobile Liability Insurance. Comprehensive automobile liability insurance having a combined single limit of not less than Two Million Dollars (\$2,000,000) per occurrence and insuring Tenant against liability for claims arising out of the ownership, maintenance, or use of any owned, hired, or non-owned automobiles.

6.2.3 Workers' Compensation and Employer's Liability Insurance. Workers' compensation insurance, if required by Law, which complies with all applicable state statutes and regulatory requirements, and employer's liability insurance coverage in statutory amounts.

6.2.4 Property Insurance. "All risk" property insurance including fire and extended coverage, sprinkler leakage, vandalism and malicious mischief coverage, covering damage to or loss of any portion of Tenant's Property or any Tenant Improvements (together with, if the property of Tenant's invitees is to be kept in the Premises, warehouse's legal liability or bailee customers insurance property belonging to invitees and located in or about the Premises), in an amount not less than the full replacement cost thereof. In the event that there shall be a dispute as to the amount which comprises full replacement cost, the decision of Landlord or the mortgagees of Landlord shall be presumptive.

6.2.5 Other Insurance. Any other form or forms of insurance as Landlord or the mortgagees of Landlord may reasonably require from time to time, in form, amounts and for insurance risks against which a prudent tenant would protect itself, but only to the extent such risks and amounts are available in the insurance market at commercially reasonable costs.

6.3. General.

6.3.1 Insurance Companies. Tenant's Insurance shall be written by companies licensed to do business in California and having a "General Policyholders Rating" of at least A-VII (or such higher rating as may be required by a lender having a lien on the Premises) as set forth in the most current issue of "Best's Insurance Guide."

6.3.2 Certificates of Insurance. Tenant shall deliver to Landlord certificates of insurance for Tenant's Insurance, in the form of the ACORD standard certificate of insurance, prior to the Commencement Date. Tenant shall, at least thirty (30) days prior to expiration of the policy, furnish Landlord with certificates of renewal or "binders" thereof. Each certificate shall expressly provide that such policies shall not be cancelable or otherwise subject to modification except after thirty (30) days' prior written notice to the parties named as additional insured as required in this Lease. If Tenant fails to maintain any insurance required in this Lease, Tenant shall be liable for all losses and costs resulting from said failure.

6.3.3 Additional Insureds. Landlord and any property management company of Landlord for the Premises shall be named as additional insured on the commercial general liability policy required by Section 6.2.1. An additional insured endorsement naming such parties as additional insured(s) shall be attached to the certificate of insurance.

6.3.4 Primary Coverage. Tenant's Insurance shall be primary, without right of contribution from any Landlord's Insurance.

6.3.5 Umbrella/Excess Insurance. Any umbrella liability policy or excess liability policy shall provide that if the underlying aggregate is exhausted, the excess coverage will drop down as primary insurance. The limits of Tenant's Insurance shall not limit Tenant's liability under this Lease.

6.3.6 Waiver of Subrogation. Tenant waives any right to recover against Landlord for claims for damages to Tenant's Property or any Tenant Improvements to the extent covered (or required by this Lease to be covered) by Tenant's Insurance. This provision is intended to waive fully, and for the benefit of Landlord, any rights and/or claims which might give rise to a right of subrogation in favor of any insurance carrier. The coverage obtained by

Tenant pursuant to this Lease shall include a waiver of subrogation endorsement attached to the certificate of insurance.

6.3.7 Notification of Incidents. Tenant shall notify Landlord within twenty-four (24) hours after the occurrence of any accident or incident on or about the Property or any portion thereof which could give rise to a claim against Landlord, Landlord's Insurance, Tenant, or Tenant's Insurance, except that Tenant shall not be obligated to give Landlord notice of any accident or incident which could give rise to a claim under Tenant's workers' compensation insurance. Tenant's notice shall be accompanied by a copy of any report(s) relating to the accident or incident.

6.3.8 Compliance With Insurance Requirements. Tenant shall not do anything in the Premises, or bring or keep anything therein, or subject the Property or any portion thereof to any use which would damage the same or increase the risk of loss or fire, or violate Landlord's Insurance, or Tenant's Insurance, or which shall conflict with the regulations of the fire department or any Laws or with any insurance policy on the Premises or any part thereof, or with any rules or regulation established by any administrative body or official having jurisdiction. Tenant shall promptly comply with the reasonable requirements of any board of fire insurance underwriters or other similar body now or hereafter constituted.

## 7. INDEMNITY; LIABILITY EXEMPTION.

7.1. Indemnity. Except to the extent claims are caused by Landlord's sole or active negligence or willful misconduct, Tenant shall indemnify, protect, defend, and hold harmless Landlord and its elected officials, officers, employees, volunteers, lenders, agents, representatives, contractors and each of their successors and assigns from and against any and all claims, judgments, causes of action, damages, penalties, costs, liabilities, and expenses, including all costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon, arising at any time during or after the Term as a result (directly or indirectly) of or in connection with (i) any default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease; (ii) Tenant's or Tenant's Parties use of the Premises, the conduct of Tenant's business or any activity, work or thing done, permitted or suffered by Tenant or Tenant's Parties in or about the Premises or the Property; or (iii) any act, error or omission of Tenant or Tenant's Parties in or about the Property or any portion thereof (collectively, the "**Indemnification**"). Tenant shall provide such Indemnification by and through counsel reasonably acceptable to Landlord. The obligations of Tenant under this Section 7.1 shall survive the expiration or other termination of this Lease with respect to any claims or liability arising prior to such expiration or other termination.

7.2. Exemption of Landlord from Liability. Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damage to property including, but not limited to, Tenant's Property and any Tenant Improvements, and injury to or death of persons in, upon or about the Premises or the Property arising from any cause, and Tenant hereby waives all claims in respect thereof against Landlord, except to the extent such claims are caused by Landlord's sole or active negligence or willful misconduct. Tenant hereby agrees that Landlord shall not be liable for injury to Tenant's business or any loss of income therefrom or for damage to the property of Tenant, or injury to or death of Tenant, Tenant's Parties or any other person in

or about the Premises or the Property, whether such damage or injury is caused by fire, steam, electricity, gas, water or rain, or from the breakage, leakage or other defects of sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures, or from any other cause, whether said damage or injury results from conditions arising within or about the Premises or the Property or from other sources or places, and regardless of whether the cause of such damage or injury or the means of repairing the same is inaccessible to Tenant, except damage or injury caused solely by Landlord's sole or active negligence or willful misconduct. Landlord shall not be liable for any damages arising from any act or neglect of any other tenant or occupant, if any, of the Premises or the Property or Landlord's failure to enforce the terms of any agreements with parties other than Tenant.

## **8. REPAIRS AND MAINTENANCE.**

8.1. Landlord's Obligations. The Premises are being leased to Tenant in their current, existing, "AS-IS" condition. It is specifically understood and agreed that Landlord has no obligation and has made no promises to alter, remodel, improve, decorate or paint the Premises, construct or install any Tenant Improvements, or otherwise alter or improve the Premises, Property, or any portion thereof; provided that Landlord shall repair and maintain the Building's roof and roof membrane, structural elements, foundation, parking lot, common areas (including restrooms and landscaping), and Building HVAC systems (if any), at Landlord's sole cost and expense. Tenant is familiar with the existing condition of the Property and Premises, including any Tenant Improvements, and acknowledges that Landlord has made no representation or warranty regarding the condition thereof. If Landlord in its sole discretion elects to undertake repairs and maintenance of the Premises, the Property, or any portion thereof, then Tenant shall pay as Additional Rent, Landlord's reasonable determination of Tenant's share thereof based on Landlord's actual costs paid or incurred in connection therewith.

8.1.1 Tenant's Waiver. Notwithstanding anything in this Lease to the contrary, whether stated or implied in this Lease, Tenant waives and releases its rights, including its right to make repairs at Landlord's expense, under California Civil Code sections 1932(1), 1941, and 1942 or any similar Laws.

8.2. Tenant's Obligations. Tenant, at its expense, shall maintain the Premises in good order, condition and repair, including all non-structural components thereof, interior floor surfaces and floor coverings, interior walls and wall coverings, paintings, glass, doors, Tenant Improvements, Signs, and such plumbing, HVAC and electrical systems in the Premises, regardless of when or by whom installed, together with any items required for compliance with applicable Laws. In the event Tenant fails, in the reasonable judgment of Landlord, to so maintain the Premises in good order, condition and repair, Landlord shall in its sole discretion, upon five (5) days' written notice to Tenant, have the right but not the obligation to perform such maintenance, repairs or refurbishing at Tenant's expense, provided Tenant fails to do so within such five (5) day period. If Landlord elects to undertake any such repairs or maintenance as provided above, then Tenant shall pay, as Additional Rent, Landlord's actual costs paid or incurred in connection therewith.

9. **ALTERATIONS.**

9.1. **Trade Fixtures; Alterations; Improvement Work.**

9.1.1 **Conditions.** Subject to the conditions and requirements of this Section 9, Tenant may install necessary trade fixtures, equipment and furniture in the Premises, provided that such items are installed and are removable without structural or material damage to the Premises or any Tenant Improvements. For purposes of this Lease, "**trade fixtures**" means specialty fixtures or equipment used in Tenant's trade or business as identified by Tenant and agreed to by Landlord in writing. Tenant shall not construct, or allow to be constructed, any alterations, physical additions, or improvements in, about, or to the Premises without the prior written consent of Landlord, and Landlord's review and approval of architectural plans and specifications, which consent and approval may be granted or denied in Landlord's sole discretion. All architectural plans submitted for Landlord review shall allow for passenger circulation in and around the Building, including any common areas, ferry terminal gates, waiting areas, and areas connected or leading to retail areas. If Landlord approves proposed alterations, additions or improvements, Landlord's consent may be conditioned upon Tenant's establishing compliance with Laws and with Landlord's reasonable requirements regarding selection of contractors and construction of improvements and alterations. Should Tenant make any alterations, additions, improvements without the prior written consent of Landlord, Landlord may, at any time during the Term of this Lease, require Tenant to remove any or all of the same and restore the Premises to their prior condition, at Tenant's sole cost and expense.

9.1.2 **Improvement Work.** Tenant shall construct improvements in the Premises, and otherwise repair and rehabilitate the Premises and ("**Improvement Work**") as set forth in and in accordance with the "Work Letter" attached hereto as **Exhibit A** and incorporated herein by reference.

9.2. **Satellites and Antennae.** Notwithstanding anything in this Lease to the contrary, Landlord and Tenant agree that it shall be reasonable for Landlord to withhold its consent to installation in or about the Premises or any portion thereof of equipment comprising or relating to relays, monopoles, satellite dishes, antennae, wireless telecommunications devices, transmitters, roof mounts, two-way radios, or similar apparatus (collectively, "**Transmission Devices**").

9.3. **Standard of Work.** All work to be performed by or on behalf of Tenant shall be performed diligently and in a first-class, workmanlike manner, and in compliance with all applicable Laws and all insurance carrier requirements. Landlord shall have the right, but not the obligation, to periodically inspect such work and may require changes in the method or quality thereof. In no event shall such work materially obstruct access to the Property or any portion thereof.

9.4. **Damage; Removal.** Tenant shall repair all damage to the Premises, Property and any portions thereof caused by the installation or removal of Tenant's trade fixtures or other work performed by or on behalf of Tenant. Upon the expiration or other termination of this Lease, Tenant shall remove Tenant's trade fixtures and other improvements, alterations and additions and restore the Premises to their condition existing prior to the construction or installation of any

such items and perform any closure work, investigation and environmental remedial work required by the presence or suspected presence of any Hazardous Substances under Hazardous Substances Laws (as hereinafter defined) or by any other applicable Laws; provided, however, Landlord may require, upon written notice to Tenant no less than fifteen (15) days before the expiration or other termination of the Term, any such items (including trade fixtures) designated by Landlord to remain on the Premises, in which event they shall be and become the property of Landlord upon the expiration or other termination of this Lease. All such removals and restoration shall be accomplished in a good and workmanlike manner so as not to cause any damage to the Premises or the Property whatsoever and in strict accordance with all applicable Laws.

9.5. Liens. Tenant shall promptly pay and discharge all claims for labor performed, supplies furnished and services rendered at the request of Tenant and shall keep the Premises and Property and all portions thereof free of all mechanics' and materialmen's liens in connection therewith. Tenant shall provide at least ten (10) business days' prior written notice to Landlord before any labor is performed, supplies furnished or services rendered on or at the Premises and Landlord shall have the right to post on the Premises notices of non-responsibility. If any lien is filed, Tenant shall cause such lien to be released and removed within ten (10) days after the date of filing, and if Tenant fails to do so, Landlord may take such action as may be necessary to remove such lien, without the duty to investigate the validity of it, and Tenant shall pay Landlord such amounts expended by Landlord together with interest thereon, at the Applicable Interest Rate, from the date of expenditure.

9.6. Bonds. Landlord may require Tenant to provide Landlord, at Tenant's sole cost and expense, lien, performance, and payment completion bonds in an amount equal to one and one-half times the estimated cost of any alterations, additions, or improvements to insure Landlord, the Premises and the Property against any liability for mechanic's and materialmen's liens, and to ensure completion of the work and payment of any contractors or subcontractors.

## 10. USE.

10.1. Usage. The Premises shall be used only for the permitted uses set forth in Section 5 of the Basic Lease Information and for no other purpose without the prior written consent of Landlord. Tenant acknowledges that neither Landlord nor any of Landlord's agents has made any representation or warranty with regard to the Premises, any Tenant Improvements, or the Property with respect to their suitability for the conduct of Tenant's business. Tenant's execution of this Lease and entry of the Premises hereunder shall conclusively establish that the foregoing were at such time in satisfactory condition. Tenant, at Tenant's expense, shall comply with all applicable Hazardous Substances Laws, statutes, laws, codes, rules, orders, zoning, ordinances, directions, regulations, regulations, permits, or other requirements of federal, state, county, municipal, or other governmental authorities having jurisdiction, now in force or which may hereafter be in force (individually "Law" and collectively "Laws"), which shall impose any duty upon Landlord or Tenant with respect to the use, occupancy, or alteration of the Premises. Tenant shall be responsible for obtaining a Vallejo Business License and any other permit or business license required by any governmental agency permitting Tenant's use of the Premises. Landlord makes no representation concerning the availability of any permits or approvals required or permitted under this Lease. Tenant shall comply with the rules and regulations,



including observance of prohibited uses ("**Rules**"), attached hereto as **Exhibit B** and incorporated by reference, together with such reasonable additional rules and regulations as Landlord may from time to time prescribe. Tenant shall not commit waste; overload the floors or structure of the Premises; permit any unreasonable odors, smoke, dust, gas, substances, noise, or vibrations to emanate from the Premises that are offensive or objectionable to Landlord or other tenants or occupants of the Property; take any action which would constitute a nuisance or would disturb, obstruct, or endanger Landlord or other tenants or occupants of the Property; take any action which would abrogate any warranties; or use or allow the Premises to be used for any unlawful purpose; and shall cooperate with Landlord and Landlord's agents to prevent those actions. Landlord shall not be responsible for non-compliance by any other tenant or occupant with, or Landlord's failure to enforce, any of the Rules or any other terms or provisions of such tenant's or occupant's lease.

10.2. Continuous Operating Covenant. Tenant acknowledges that the rent structure contained in this Lease is intended to bolster Tenant's ability to operate its business in the Premises and to fulfill its obligations under this Lease. Tenant shall continuously conduct its business in the Premises during Business Hours, and remain open for business, except due to Force Majeure.

10.2.1 Before Improvement Work Constructed. Prior to and during construction of the Improvement Work, Tenant will use its best efforts to operate its business and provide related service within the Premises during the Minimum Business Hours as set forth below, and in a manner approved by Landlord, all governing agencies, and in accordance with applicable Laws. Tenant shall keep the Premises adequately staffed and, if appropriate, shall maintain adequate merchandise consistent with the permitted uses. Tenant acknowledges that continuous operation is necessary for the development of business, image and traffic and that Tenant's failure to open or remain open will be detrimental to both the image and the economics of the Building, the Premises, and this Lease. Landlord shall have and may exercise remedies as provided in this Lease, at law or in equity; if Tenant breaches this operating covenant.

10.2.2 Business Hours. Tenant's business hours ("**Business Hours**") shall be from 8:30 am to 5:00 pm Mondays through Friday, 5:00 am, 8:30 am to 2:00 pm Saturdays, and Sundays, excluding federally-recognized holidays, with such holiday business hours based on published ferry operating schedules

10.3. Materiality. The terms and conditions of Basic Lease Information Section 5 and this Section 10 (including all subsections hereof) are material consideration for Landlord's lease of the Premises to Tenant on the terms set forth herein and, but for the terms and conditions contained therein, Landlord would not have leased the Premises to Tenant, or agreed to grant the Deck Area License to Tenant.

## 11. ENVIRONMENTAL MATTERS.

11.1. Environmental Compliance. Tenant shall, at its sole cost and expense, comply with all laws, codes, rules, orders, ordinances, directives, regulations, permits, or other requirements of federal, state, county, municipal or governmental authorities having jurisdiction, now in force or which may hereafter be in force (collectively, "**Hazardous Substances Laws**")

concerning the management, use, generation, storage, transportation, presence, discharge or disposal of any and all pollutants, wastes, flammables, explosives, radioactive materials, hazardous or toxic materials, hazardous or toxic wastes, hazardous or toxic substances, carcinogenic materials or contaminants and all other materials governed, monitored, or regulated by any federal, state or local law or regulation, including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act, the Hazardous Substances Account Act, and/or the Resources Conservation and Recovery Act. "**Hazardous Substances**" include asbestos, asbestos-containing materials, hydrocarbons, polychlorinated biphenyl ("PCB") or PCB-containing materials, petroleum, gasoline, petroleum products, crude oil or any fraction, product or by-product thereof (collectively, "**Hazardous Substances**"). Neither Tenant nor Tenant's Parties shall use, handle, store, transport, treat, generate, release or dispose of any Hazardous Substances anywhere in, on, under or about the Premises or the Property. Tenant shall cause any and all Hazardous Substances brought onto, used, generated, handled, treated, stored, released or discharged on or under the Premises or the Property to be removed from the Premises and Property and transported for disposal in accordance with applicable Hazardous Substances Laws. Landlord shall have the right to enter the Premises from time to time to conduct tests, inspections and surveys concerning Hazardous Substances and to monitor Tenant's compliance with its obligations concerning Hazardous Substances and Hazard Materials Laws. Tenant shall immediately notify Landlord in writing of: (i) any release or discharge of any Hazardous Material; (ii) any voluntary clean-up or removal action instituted or proposed by Tenant, (iii) any enforcement, clean-up, removal or other governmental or regulatory action instituted or threatened, or (iv) any claim made or threatened by any person against Landlord, Tenant, the Premises, or the Property or any portion thereof relating to Hazardous Substances or Hazardous Substances Laws. Tenant shall also supply to Landlord as promptly as possible, and in any event within five (5) business days after Tenant receives or sends same, copies of all claims, reports, complaints, notices, warnings or asserted violations relating in any way to the Premises or Tenant's use thereof and concerning Hazardous Substances or Hazardous Substances Laws. In the event Tenant institutes a cleanup or removal action, Tenant shall provide copies of all workplans and subsequent reports submitted to the governmental agency with jurisdiction to Landlord in a timely manner.

11.2. Tenant's Indemnification. Except to the extent caused by Landlord's sole or active negligence or willful misconduct, Tenant shall indemnify, defend and hold Landlord harmless from any claims, causes of action, liabilities, losses, damages, injunctions, suits, fines, penalties, costs or expenses (including attorneys' fees and expenses and consultant fees and expenses) caused or alleged to have been caused by the presence of Hazardous Substances in, on, under, about, or emanating from the Premises or the Property, including, without limitation, any bodily injury, death, property damage, natural resource damage, decrease in value of the Premises or the Property, caused or alleged to have been caused by Tenant or Tenant's Parties' use, storage, handling, treatment, generation, presence, discharge or release of Hazardous Substances in violation of Tenant's obligations under this Lease, whether such claims, causes of action or liabilities are first asserted during the Term or thereafter, and including without limitation, claims made against Landlord with respect to bodily injury, death or property damage sustained by third parties caused or alleged to have been caused by Tenant or Tenant's Parties' use, storage, handling, treatment, generation, presence, discharge or release of Hazardous Substances.

## **12. DAMAGE AND DESTRUCTION.**

12.1. Casualty. If, during the Term, the Premises are totally or partially destroyed from any cause rendering the Premises totally or partially inaccessible or unusable (the "**Casualty**"), then Landlord shall have the right at Landlord's option to give written notice to Tenant within ninety (90) days after the date of the occurrence of such damage of Landlord's intention to either (i) repair such damage as soon as reasonably possible at Landlord's expense, or (ii) terminate this Lease as of the date of the occurrence of such damage. If Landlord elects to repair the damage, and if the cost of such repairs does not exceed the amount of insurance proceeds received by Landlord from Landlord's Insurance pursuant to Section 6 above, on account of such damage, and if the restoration can be made under then existing Laws and can be completed within one hundred eighty (180) days after obtaining all necessary permits therefore, then Landlord shall restore the Premises (excluding Tenant's Property and any Tenant Improvements) to substantially the same condition as they were in immediately before destruction. If the restoration cannot be so made, then within fifteen (15) days after Landlord determines that the restoration cannot be made as stated in this Section 12.1, Tenant may terminate this Lease immediately by giving written notice to Landlord. If the existing Laws do not permit the restoration, either party may terminate this Lease by giving ninety (90) days prior written notice to the other party. In case of destruction, there shall be an abatement or reduction of Rent, between the date of destruction and the date of completion of restoration if restoration takes place, or the date of termination if the Lease is terminated, based on the extent to which the destruction actually interferes with Tenant's use of the Premises.

12.2. Tenant's Fault. If the Premises, the Property, or any portion thereof, are damaged resulting from the negligence or breach of this Lease by Tenant or any of Tenant's Parties, Rent shall not be reduced during the repair of such damage, Tenant shall have no right to terminate this Lease as provided in Section 12.1, and Tenant shall be liable to Landlord for the cost of the repair caused thereby to the extent such cost is not covered by insurance proceeds.

12.3. Repair Limitation. Notwithstanding anything in this Lease to the contrary, Landlord shall not be required to repair any injury or damage, by fire or other cause, to Tenant's Property or any Tenant Improvements, if any, or to rebuild, repair or replace any decorations, alterations, partitions, fixtures, trade fixtures, additions or other improvements installed on the Premises by or for Tenant, unless and to the extent Landlord has received insurance proceeds from Tenant's property insurance as provided in Section 6.2.4 above, and neither Tenant or Landlord has opted to terminate this Lease as provided in Section 12.1.

12.4. Waiver. The provisions of this Lease contain an express agreement between Landlord and Tenant that applies in the event of any Casualty. Tenant fully waives the provisions of any statute or regulation, including California Civil Code sections 1932(2) and 1933(4) (as amended from time to time, and successor statutes thereto) for any rights or obligations concerning a Casualty.

**13. EMINENT DOMAIN.**

13.1. Effect on Rights and Obligations. If any portion of the Premises is permanently taken by condemnation, this Lease shall remain in effect, except that Tenant may elect to terminate this Lease if twenty-five percent (25%) or more of the total number of square feet in the Premises is taken and if the remaining portion of the Premises is rendered unsuitable for Tenant's continued use of the Premises. If Tenant elects to terminate this Lease, Tenant must exercise its right to terminate by giving written notice to Landlord within thirty (30) days after the nature and the extent of the taking have been finally determined, as of the date of termination, which date shall not be earlier than thirty (30) days nor later than ninety (90) days after Tenant has notified Landlord of its election to terminate; except that this Lease shall terminate on the date of taking if the date of taking falls on a date before the date of termination as designated by Tenant. If Tenant does not terminate this Lease within the thirty (30) day period, this Lease shall continue in full force and effect, except that the Base Rent thereafter to be paid shall be reduced on a pro-rata basis. Tenant shall notify Landlord in writing of any condemnation or threatened condemnation within ten (10) days after Tenant receives notice of said action or threatened action. No condemnation of any kind shall be construed to constitute an actual or constructive eviction of Tenant or a breach of any express or implied covenant of quiet enjoyment.

13.2. Award. In connection with any condemnation, Landlord shall be entitled to receive all compensation and anything of value awarded, paid, or received in settlement or otherwise ("**Award**") and Tenant hereby irrevocably assigns and transfers to Landlord all rights to and interests in the Award and fully waives, releases, and relinquishes any claim to, right to make a claim on, or interest in the Award, including any amount attributable to any excess of the market value of the Premises for the remainder of the Term over the present value as of the termination date of the Rent payable for the remainder of the Term (commonly referred to as the "**bonus value**" of the Lease).

**14. DEFAULT.**

14.1. Events of Default. Where "**default**" is used in this Lease with reference to Tenant, default refers to any breach of Tenant's obligations under this Lease, however brief. Where Tenant's default continues for the period specified below, it shall, at Landlord's option, constitute an Event of Default giving rise to the remedies set forth in Sections 14.2 and 14.3 of this Lease. The occurrence of any of the following events shall, at Landlord's option, constitute an "**Event of Default:**"

14.1.1 Abandonment of or vacating the Premises for a period of thirty (30) consecutive days;

14.1.2 Failure to pay Rent or other sums on the date when due and the failure continuing for a period of ten (10) days after such payment is due;

14.1.3 Failure to perform Tenant's covenants and obligations hereunder (except default in the payment of Rent) where such failure continues for a period of thirty (30) days;

14.1.4 The making of a general assignment by Tenant for the benefit of creditors; the filing of a voluntary petition by Tenant or the filing of an involuntary petition by any of Tenant's creditors seeking the rehabilitation, liquidation or reorganization of Tenant under any Laws relating to bankruptcy, insolvency or other relief of debtors and, in the case of an involuntary action, the failure to remove or discharge the same within sixty (60) days of such filing; the appointment of a receiver or other custodian to take possession of substantially all of Tenant's assets or this leasehold; Tenant's insolvency or inability to pay Tenant's debts or failure generally to pay Tenant's debts when due; any court entering a decree or order directing the winding up or liquidation of Tenant or of substantially all of Tenant's assets; Tenant taking any action toward the dissolution or winding up of Tenant's affairs; the cessation or suspension of Tenant's use of the Premises; or the attachment, execution or other judicial seizure of substantially all of Tenant's assets or this leasehold; or

14.1.5 The making of any material misrepresentation or omission by Tenant or any successor in interest of Tenant in any materials delivered by or on behalf of Tenant to Landlord or Landlord's lender pursuant to this Lease.

#### 14.2. Remedies.

14.2.1 Termination. In the event of the occurrence of any Event of Default, Landlord shall have the right to give a written termination notice to Tenant and, on the date specified in such notice (which date shall be at least three (3) business days following the date of delivery of such notice), this Lease shall terminate unless on or before such date all arrears of Rent and all other sums payable by Tenant under this Lease and all costs and expenses incurred by or on behalf of Landlord hereunder shall have been paid by Tenant and all other Events of Default at the time existing shall have been fully remedied to the satisfaction of Landlord.

A. Repossession. Following termination, without prejudice to other remedies Landlord may have, Landlord may (i) peaceably re-enter the Premises upon voluntary surrender by Tenant or remove Tenant therefrom and any other persons occupying the Premises, using such legal proceedings as may be available; (ii) repossess the Premises or relet the Premises or any part thereof for such term (which may be for a term extending beyond the Term), at such rental and upon such other terms and conditions as Landlord in Landlord's sole discretion shall determine, with the right to make reasonable alterations and repairs to the Premises; and (iii) remove all personal property therefrom.

B. Unpaid Rent. Landlord shall have all the rights and remedies of a landlord provided by applicable Laws, including the right to recover from Tenant: (a) the worth, at the time of award, of the unpaid Rent that had been earned at the time of termination, (b) the worth, at the time of award, of the amount by which the unpaid Rent that would have been earned after the date of termination until the time of award exceeds the amount of loss of rent that Tenant proves could have been reasonably avoided, (c) the worth, at the time of award, of the amount by which the unpaid Rent for the balance of the Term after the time of award exceeds the amount of the loss of rent that Tenant proves could have been reasonably avoided, and (d) any other amount, and court costs, necessary to compensate Landlord for all detriment proximately caused by Tenant's default. The phrase "**worth, at the time of award,**" as used in (a) and (b) above, shall be computed at the Applicable Interest Rate, and as used in (c) above,

shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent (1%).

14.2.2 Continuation. Landlord shall have the remedy described in California Civil Code section 1951.4 (as amended from time to time, and successor statutes thereto) and Landlord may continue the Lease in effect after Tenant's breach and abandonment and recover Rent as it becomes due. In the event and for so long as Landlord elects this remedy, Tenant shall have the right to sublet its Premises, assign its interest in the Lease, or both, subject to Landlord's prior written consent, which shall not be unreasonably withheld. In addition, even though an Event of Default may have occurred, this Lease shall continue in effect for so long as Landlord does not terminate Tenant's right to possession, and Landlord may enforce all of Landlord's rights and remedies under this Lease, including the right to recover Rent as it becomes due. Landlord, without terminating this Lease, may, during the period Tenant is in default, enter the Premises and relet the same, or any portion thereof, to third parties for Tenant's account and Tenant shall be liable to Landlord for all costs Landlord incurs in reletting the Premises, including, without limitation, brokers' commissions, expenses of remodeling the Premises and like costs. Reletting may be for a period shorter or longer than the remaining Term. Tenant shall continue to pay the Rent on the date the same is due. No act by Landlord hereunder, including acts of maintenance, preservation or efforts to lease the Premises or the appointment of a receiver upon application of Landlord to protect Landlord's interest under this Lease, shall terminate this Lease unless Landlord notifies Tenant that Landlord elects to terminate this Lease. In the event that Landlord elects to relet the Premises, the rent that Landlord receives from reletting shall be applied to the payment of, first, any indebtedness from Tenant to Landlord other than Base Rent and Additional Rent; second, all costs, including commissions, incurred by Landlord in reletting; and, third, Base Rent and Additional Rent. After deducting the payments referred to above, any sum remaining from the rental Landlord receives from reletting shall be held by Landlord and applied in payment of future Rent as Rent becomes due under this Lease. In no event, and notwithstanding anything in Section 15 to the contrary, shall Tenant be entitled to any excess rent received by Landlord. If, on the date Rent is due under this Lease, the rent received from the reletting is less than the Rent due on that date, Tenant shall pay to Landlord, in addition to the remaining Rent due, all costs, including commissions, which Landlord incurred in reletting the Premises that remain after applying the rent received from reletting as provided hereinabove. So long as this Lease is not terminated, Landlord shall have the right to remedy any default of Tenant, to maintain or improve the Premises, to cause a receiver to be appointed to administer the Premises and new or existing subleases and to add to the Rent payable hereunder all of Landlord's reasonable costs in so doing, with interest at the Applicable Interest Rate from the date of such expenditure.

14.3. Cumulative. Each right and remedy of Landlord provided for herein or now or hereafter existing at Law or in equity, by statute or otherwise shall be cumulative and shall not preclude Landlord from exercising any other rights or remedies provided for in this Lease or now or hereafter existing at Law or in equity, by statute or otherwise. No payment by Tenant of a lesser amount than the Rent nor any endorsement on any check or letter accompanying any check or payment of Rent shall be deemed an accord and satisfaction of full payment of Rent; and Landlord may accept such payment without prejudice to Landlord's right to recover the balance of such Rent or to pursue other remedies.

**15. ASSIGNMENT AND SUBLETTING.**

15.1. Landlord's Consent. Tenant shall not assign, sublet or otherwise transfer, whether voluntarily or involuntarily or by operation of law, this Lease, the Premises, or any part thereof, without Landlord's prior written approval, which shall not be unreasonably withheld. Tenant's attempted assignment/subletting without first obtaining Landlord's written consent shall be void at Landlord's election. Landlord's consent to one assignment or subletting shall not be deemed a consent to subsequent assignments and/or sublettings. The merger of Tenant with any other entity or the transfer of any controlling or managing ownership or beneficial interest in Tenant, or the assignment of a substantial portion of the assets of Tenant, whether or not located at the Premises ("**Change of Control**"), shall constitute an assignment hereunder. Landlord and Tenant agree that it is reasonable for Landlord to reasonably consider any one or all of the following factors in determining whether to give consent under this section:

- (i) Financial responsibility of proposed assignee or sublessee;
- (ii) Expertise of assignee or sublessee in proposed business;
- (iii) Need for alteration of Building;
- (iv) Legality of proposed use;
- (v) Difference between proposed use and the Use permitted under this Lease;
- (vi) Need for good tenant mix within the Building;
- (vii) Nature of proposed occupancy of assignee or sublessee;
- (viii) Landlord's assessment that proposed business may not be successful;
- (ix) Any legally enforceable restrictions contained in this Lease; and
- (x) Any legally enforceable restrictions contained in other leases between Landlord and its tenants regarding identity of tenants in the Building.

The above list is nonexclusive and Landlord may impose any reasonable condition upon Tenant and its proposed assignee or sublessee prior to Landlord giving consent under this Section 15. In addition, the parties agree that it shall be reasonable for Landlord to withhold its consent to a proposed assignment or subletting if the proposed assignee or sublessee or the nature of its business would require Landlord to incur additional expense in construction work or other work to the Premises that would not otherwise be required if Tenant remained, for example, if the proposed assignee or sublessee is subject to compliance with additional requirements of the Americans with Disabilities Act (42 U.S.C. section 12101 et seq.) (including related regulations) beyond those requirements which are applicable to the tenant desiring to assign or sublease, if the proposed assignee's or subtenant's activities in, on or about the Premises or the Property involve the use, analysis, handling, storage, transport, discharge, release, generation or disposal of any Hazardous Substances, or if the proposed assignment or subletting would violate any

provision of this Lease, including Section 10 hereof, or if the Deck Area License would be held other than by the proposed assignee or subtenant of the Premises.

15.1.1 Notice; Costs and Fees. If Tenant desires to assign this Lease (including by a Change of Control) or sublet any or all of the Premises, Tenant shall give Landlord written notice thereof ("**Tenant's Transfer Request**") with copies of all related documents and agreements associated with the assignment or sublease, including without limitation, a description of the space Tenant proposes to assign or sublet (the "**Subject Space**"), the anticipated effective date of the assignment or sublease ("**Transfer Date**"), and the financial statements of any proposed assignee or subtenant, at least forty-five (45) days prior to the anticipated effective date of the assignment or sublease. Tenant shall pay Landlord's reasonable attorneys' fees incurred in the review of such documentation plus an administrative fee of Five Hundred Dollars (\$500.00) for each proposed transfer, whether or not Landlord consents to such transfer. Landlord shall have a period of thirty (30) days following receipt of Tenant's Transfer Request and all related documents and agreements to notify Tenant in writing of Landlord's election of one of the following options:

- (i) to offer to recapture the Subject Space on the Transfer Date, in which event Tenant shall respond to Landlord in writing within ten (10) days of the date of Landlord's offer to recapture, either accepting or declining such recapture offer. In the event that Tenant declines such recapture offer, Landlord shall be deemed to have disapproved the assignment or subletting. In the event Tenant accepts such recapture offer, Tenant will be relieved of further obligations under this Lease with regard to the Subject Space only, as of the Transfer Date;
- (ii) to permit Tenant to assign or sublease the Subject Space on the terms stated in Tenant's Transfer Request, subject, however, to prior written approval of the proposed assignee or subtenant by Landlord; or
- (iii) to disapprove Tenant's Transfer Request.

In any event, if Landlord fails to notify Tenant in writing of Landlord's election, Landlord shall be deemed to have disapproved Tenant's Transfer Request, and Landlord's failure to so notify Tenant shall not be deemed to constitute a termination of this Lease. This Lease may not be assigned by operation of law. Any purported assignment or subletting contrary to the provisions hereof shall be void at Landlord's election and shall constitute an Event of Default hereunder.

15.1.2 Tenant's Consideration; Liability. If Tenant (or any successor tenant) receives rent or other consideration for any such transfer in excess of the Rent, or in case of the sublease of a portion of the Premises, in excess of such Rent that is fairly allocable to such portion, after appropriate adjustments to assure that all other payments required hereunder are appropriately taken into account, Tenant shall pay Landlord fifty percent (50%) of the difference between each such payment of rent or other consideration and the Rent required hereunder. Landlord may, without waiving any rights or remedies, collect rent from the assignee, subtenant or occupant and apply the net amount collected to the Rent herein reserved and apportion any excess rent so collected in accordance with the terms of the preceding sentence. Tenant (and successor tenants) shall continue to be liable as a principal and not as a guarantor or surety to the



same extent as though no assignment or subletting had been made. In addition, Tenant shall make all legally required disclosures to the proposed assignee or subtenant. Landlord may consent to subsequent assignments or subletting of this Lease or amendments or modifications to the Lease by assignees of Tenant without notifying Tenant or any successor of Tenant and without obtaining their consent; Landlord's consent shall not be construed as relieving Tenant or any successor tenant of any liability or obligation under the Lease. No permitted transfer shall be effective until there has been delivered to Landlord a counterpart of the transfer instrument in which the transferee agrees to be and remain jointly and severally liable with Tenant (and if applicable, successor tenants) for the payment of Rent pertaining to the Premises and for the performance of all the terms and provisions of this Lease relating thereto arising on or after the date of the transfer.

## **16. ESTOPPEL, ATTORNMENT AND SUBORDINATION.**

16.1. Estoppel. Within ten (10) days after request by Landlord, Tenant shall deliver an estoppel certificate duly executed and acknowledged to any proposed mortgagee, beneficiary, purchaser, or Landlord, in a commercially reasonable form substantially similar to that requested and a statement certifying, without limitation: (i) the date of commencement of this Lease; (ii) the fact that this Lease is unmodified and in full force and effect (or, if there have been modifications hereto, that this Lease is in full force and effect, as modified, and stating the date and nature of such modifications); (iii) the date to which the rental and other sums payable under this Lease have been paid; (iv) the fact that there are no current defaults under this Lease by either Landlord or Tenant except as specified in Tenant's statement; (v) no deposit of any nature has been made in connection with the Lease (other than deposits the nature and amount of which are expressly described in the Lease), and (vi) such other matters requested by Landlord. Landlord and Tenant intend that any statement delivered pursuant to this Section 16 may be relied upon by any mortgagee, beneficiary, purchaser or prospective purchaser of the Premises, the Property or any interest therein. Tenant's failure to deliver such statement within such time shall be conclusive upon Tenant that (i) this Lease is in full force and effect, without modification except as may be represented by Landlord; (ii) there are no uncured defaults in Landlord's performance, (iii) not more than one (1) month's rental has been paid in advance; and (iv) no deposit of any nature has been made in connection with the Lease except as represented by Landlord. Except to the extent caused by Landlord's sole or active negligence or willful misconduct, Tenant shall indemnify and hold Landlord harmless from and against any and all damages, penalties, fines, taxes, costs, liabilities, losses and expenses (including, without limitation, reasonable attorneys' fees and court costs) which Landlord may sustain or incur as a result of or in connection with Tenant's failure or delay in delivering such estoppel certificate. If any financier should require that this Lease be amended (other than in the description of the Premises, the Term, the permitted uses, the Rent or as will substantially, materially and adversely affect the rights of Tenant), Landlord shall give written notice thereof to Tenant, which notice shall be accompanied by a Lease supplement embodying such amendments. Tenant shall, within ten (10) days after the receipt of Landlord's notice, execute and deliver to Landlord the tendered Lease supplement.

16.2. Subordination. This Lease shall be subject and subordinate to all ground leases, CC&Rs, and the lien of all mortgages and deeds of trust which now or hereafter affect the Premises or the Property or Landlord's interest therein, and all amendments thereto, all without

the necessity of Tenant's executing further instruments to effect such subordination; provided, however, that Tenant's rights hereunder shall not be disturbed, except in accordance with the terms and provisions of this Lease. If requested, Tenant shall execute and deliver to Landlord within ten (10) days after Landlord's request, whatever documentation that may reasonably be required to further effect the provisions of this Section 16.2.

16.3. Attornment. In the event of a foreclosure proceeding, the exercise of the power of sale under any mortgage or deed of trust or the termination of a ground lease, Tenant shall, if requested, attorn to the purchaser thereupon and recognize such purchaser as Landlord under this Lease. The transferee shall not be liable for any acts, omissions or defaults of Landlord that occurred before the sale or conveyance, or the return of any security deposit except for deposits actually paid to transferee, and except as reduced as expressly provided for in Section 3.3 of this Lease or by operation of Law.

17. **RELOCATION WAIVER**. Tenant fully releases and discharges Landlord (in its capacity as Landlord and otherwise as a municipal corporation) from all and any manner of rights, demands, liabilities, obligations, claims, or cause of actions, in law or equity, of any kind or nature, known or unknown, now existing or hereinafter arising, which arise from or relate in any manner to the relocation of Tenant's business operations, or the relocation of any person(s), business(es), or other occupant(s) located on within, on, or about, the Premises following the full or partial termination or expiration of Tenant's leasehold interest in the Premises (collectively, "**Relocation Claims**"), including waiver and release of any relocation rights under Government Code sections 7260 et seq. or any federal laws ("**Relocation Assistance Law**"). Tenant acknowledges and agrees that the release and waiver set forth in this Section 17 is material consideration for Landlord's agreement to this Lease, and that, but for this release and waiver, Landlord would not have entered into this Lease. By releasing and forever discharging the Relocation Claims, Tenant expressly waives any rights under California Civil Code section 1542, which provides:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

18. **MISCELLANEOUS**.

18.1. General.

18.1.1 Entire Agreement. This Lease sets forth all the agreements between Landlord and Tenant concerning the Property and the Premises, and there are no agreements either oral or written other than as set forth herein.

18.1.2 Time of Essence. Time is of the essence of this Lease.

18.1.3 Attorneys' Fees. If any action is commenced which arises out of or related to this Lease, the prevailing party shall be entitled to recover from the other party such

sums as the court may adjudge to be reasonable attorneys' fees, expert fees, and expenses in the action, in addition to costs and expenses otherwise allowed by Law. In all other situations, including any matter arising out of or relating to any bankruptcy or other voluntary or involuntary proceeding, in or out of court, for the adjustment of debtor-creditor relationships, Tenant agrees to pay all of Landlord's costs and expenses, including attorneys' fees and expert fees, which may be incurred in enforcing or protecting Landlord's rights or interests.

18.1.4 Severability. If any provision of this Lease or the application of any such provision shall be held by a court of competent jurisdiction to be invalid, void or unenforceable to any extent, the remaining provisions of this Lease and the application thereof shall remain in full force and effect and shall not be affected, impaired or invalidated.

18.1.5 Law. This Lease shall be construed and enforced in accordance with the Laws of the State of California, without reference to its choice of law provisions.

18.1.6 Interpretation. The titles to the sections of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part of this Lease. As used in this Lease, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others where and when the context so dictates. The word "**including**" shall be construed as if followed by the words "**without limitation**." This Lease shall be interpreted as though prepared jointly by both parties.

18.1.7 No Option. Submission of this Lease to Tenant for examination or negotiation does not constitute an option to lease, offer to lease or a reservation of, or option for, the Premises; and this Lease shall become effective and binding only upon the execution and delivery hereof by Landlord and Tenant.

18.1.8 Successors and Assigns. This Lease shall be binding upon and inure to the benefit of the successors and assigns of Landlord and, subject to compliance with the terms of Section 15, Tenant.

18.1.9 Third Party Beneficiaries. Nothing herein is intended to create any third party benefit.

18.1.10 Memorandum of Lease; Title. Landlord may elect to have either this Lease or a short form memorandum hereof recorded pursuant to the requirements of California Government Code section 37393. Tenant shall cooperate with Landlord in executing and acknowledging any such memorandum of lease. Upon the expiration or other termination of this Lease, Tenant shall immediately execute and deliver to Landlord a quitclaim deed to the Premises the Deck Areas, and the Property, as required, in recordable form, designating Landlord as transferee or grantee. Tenant shall not do any act which shall in any way encumber the title of Landlord in and to the Property or any portion thereof.

18.1.11 No Agency, Partnership or Joint Venture. Nothing contained herein nor any acts of the parties hereto shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture by the parties hereto or any relationship other than the relationship of landlord and tenant.

18.1.12 Merger. The voluntary or other surrender of this Lease by Tenant or a mutual cancellation thereof or a termination by Landlord shall not work a merger and shall, at the option of Landlord, terminate all or any existing subtenancies or may, at the option of Landlord, operate as an assignment to Landlord of any or all of such subtenancies.

18.2. Signs. Landlord shall use reasonable efforts to accommodate appropriate signage necessary to identify Tenant's business at the Building. Current signage availability is limited to two panels each, on the North and South side of the East terminal, with a third sign displayed at the corner of Georgia and Mare Island Way. All signs and graphics of every kind visible in or from public view or corridors, or the exterior of the Premises, installed or caused to be installed by, for the benefit of, or at the request of Tenant ("**Signs**") shall be, at Tenant's sole cost and expense, and subject to Landlord's prior written approval and shall be subject to all applicable Laws, including City permitting regulations and Federal Transit Authority guidelines. Tenant shall remove all Signs prior to the termination of this Lease. Sign installations and removals shall be made in such manner as to avoid injury or defacement of the Premises; and Tenant shall repair any injury or defacement, including discoloration caused by such installation or removal. Tenant shall be responsible for all fees, costs and expenses associated with installation and removal of Signs. In the event any such fees, costs or expenses are incurred by Landlord (whether directly or indirectly), Landlord shall deliver to Tenant an invoice, with reasonable supporting documentation, and Tenant shall reimburse Landlord for those amounts within fifteen (15) days after receipt of such invoice.

18.3. Waiver. No waiver of any default or breach hereunder shall be implied from any omission to take action on account thereof, notwithstanding any custom and practice or course of dealing. No waiver by either party of any provision under this Lease shall be effective unless in writing and signed by such party. No waiver shall affect any default other than the default specified in the waiver and then such waiver shall be operative only for the time and to the extent therein stated. Waivers of any covenant shall not be construed as a waiver of any subsequent breach of the same.

18.4. Limitation of Liability. The obligations of Landlord under this Lease are not personal obligations of Landlord; and Tenant shall look solely to the rents, issues, profits and other income generated by the Premises for satisfaction of any liability of Landlord and shall not look to other assets of Landlord nor seek recourse against the other assets of Landlord. Whenever Landlord transfers its interest, Landlord shall be automatically released from further performance under this Lease and from all further liabilities and expenses hereunder and the transferee of Landlord's interest shall assume all liabilities and obligations of Landlord hereunder from the date of such transfer.

18.5. Notices. All notices to be given hereunder shall be in writing and mailed postage prepaid by certified or registered mail, return receipt requested, or delivered by personal or courier delivery, or sent by facsimile (immediately followed by one of the preceding methods), to Landlord's address and Tenant's address set forth in Sections 1 and 2 of the Basic Lease Information, or to such other place as Landlord or Tenant may designate in a written notice given to the other party. Notices shall be deemed served upon the earlier of receipt or three (3) days after the date of mailing.

18.6. Brokerage Commission. Landlord and Tenant each represents that they have not been represented by any broker in connection with this Lease, and that no real estate broker's commission, finder's fee or other compensation (individually and collectively, "**Commission**") is due or payable. Tenant agrees to indemnify and hold harmless Landlord from any claims or liability, including reasonable attorneys' fees, in connection with a claim by any person for a Commission based upon any statement, representation or agreement of Tenant.

18.7. Authorization. Each individual or entity executing this Lease on behalf of Tenant represents and warrants that he or she or it is duly authorized to execute and deliver this Lease on behalf of Tenant and that such execution is binding upon Tenant.

18.8. Holding Over. If, with Landlord's express written consent, Tenant holds over the Premises or any part thereof after expiration or earlier termination of the Term, such holding over shall constitute a month-to-month tenancy on all the other terms and conditions of this Lease, except that Base Rent shall be equal to the Rent payable under this Lease for the last full month before the date of expiration or termination. This section shall not be construed as Landlord's permission for Tenant to hold over. Acceptance of Rent by Landlord following expiration or termination shall not constitute a renewal of this Lease or extension of the Initial Term or any Renewal Term, as the case may be, except as specifically set forth above. If Tenant remains in possession of the Premises after expiration or other termination of this Lease without Landlord's express written consent, Tenant's continued possession shall be on the basis of a tenancy at sufferance and Tenant shall pay as Base Rent during the holdover period an amount equal to Fair Market Rent. "**Fair Market Rent**" means the price that a ready and willing tenant would pay, as of the commencement of holdover period, as monthly rent to a ready and willing landlord of property comparable to and within close proximity of the Premises if such property were offered for lease on the open market for a reasonable period of time and taking into account all of the purposes for which the Premises may be used, and shall be determined by Landlord in Landlord's sole discretion. If Tenant fails to surrender the Premises upon expiration or other termination of this Lease, Tenant shall indemnify and hold Landlord harmless from and against all loss or liability resulting from or arising out of Tenant's failure to surrender the Premises, including, but not limited to, any amounts required to be paid to any tenant or prospective tenant who was to have occupied the Premises after the expiration or other termination of this Lease and any related attorneys' fees and brokerage commissions.

18.9. Surrender. Upon the expiration or other termination of this Lease or Tenant's right to possession of the Premises, Tenant will surrender the Premises, together with all keys, broom-swept clean and in good condition and repair, reasonable wear and tear excepted. Conditions existing because of Tenant's failure to perform maintenance, repairs or replacements shall not be deemed "**reasonable wear and tear.**"

18.10. Joint and Several. If Tenant consists of more than one person, the obligation of all such persons shall be joint and several.

18.11. Covenants and Conditions. Each provision to be performed by Tenant hereunder shall be deemed to be both a covenant and a condition. This Lease shall be construed as though the covenants between Landlord and Tenant are independent and not dependent. Tenant expressly waives the benefit of any statute to the contrary, and agrees that even if Landlord fails

to perform its obligations under this Lease, Tenant shall not be entitled to make repairs or perform any acts at Landlord's expense, or to any setoff against Rent or other amounts owing under this Lease against Landlord.

18.12. Force Majeure. For purposes of this Lease, the term "**Force Majeure**" shall mean and include the following: any delay caused by any action, inaction, order, ruling, moratorium, regulation, statute, condition or other decision of any governmental agency having jurisdiction over any portion of the Property, over any construction anticipated to occur thereon or over any uses thereof, or by fire, flood, inclement weather, energy shortage, strikes, lockouts or other labor or industrial disturbance, civil disturbance, order of any government, court or regulatory body claiming jurisdiction or otherwise, governmental preemption or curtailment in connection with a national emergency or in connection with any rule, order, guideline or regulation of any department or governmental agency, or by reason of the conditions of supply and demand which have been or are affected by a war or other emergency, acts of terrorism, act of public enemy, war, riot, sabotage, blockade, embargo, failure or inability to secure an adequate supply of water, electricity, fuel, materials, supplies or labor through ordinary sources by reason of shortages or priority, discovery of Hazardous Substances (as defined in paragraph 11.1), earthquake, or other natural disaster, or any cause whatsoever beyond the reasonable control (excluding financial inability) of the party whose performance is required, or any of its contractors or other representatives.

18.13. Financial Statements. Upon ten (10) days' prior written request from Landlord (which Landlord may make at any time during the Term but no more often than once in any calendar year, unless Tenant is in default), Tenant shall deliver to Landlord a current financial statement of Tenant and any guarantor of this Lease. Such statements shall be prepared in accordance with generally acceptable accounting principles and certified as true in all material respects by Tenant (if Tenant is an individual) or by an authorized officer or general partner of Tenant (if Tenant is a corporation or partnership, respectively).

19. ADDENDA. Attached hereto are addenda containing Sections **Error! Reference source not found.** through **Error! Reference source not found.**, which constitute a part of this Lease.

*[Signatures follow on next page]*

IN WITNESS WHEREOF, the parties have executed this Lease as of the Effective Date.

**LANDLORD:**

CITY OF VALLEJO, a California municipal corporation

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Its: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Attorney

**APPROVED AS TO INSURANCE REQUIREMENTS:**

\_\_\_\_\_  
City Risk Manager

**--AND--**

**TENANT:**

Vallejo Convention and Visitors Bureau

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Its: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Its: \_\_\_\_\_

**EXHIBIT A-1**

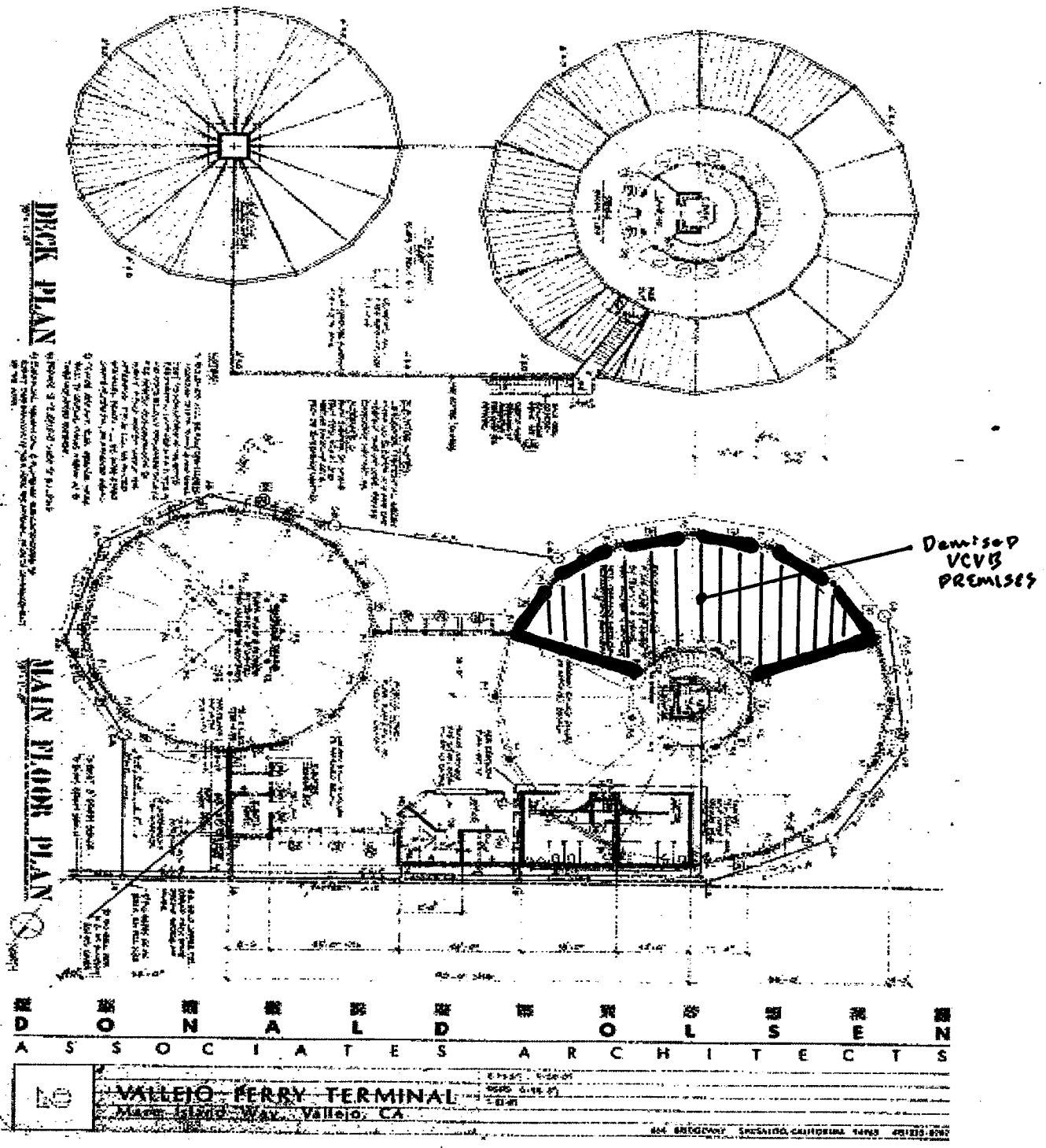
**Legal Description of Property**

Ferry Building West rotunda, also known as 289 Mare Island Way, Vallejo California 94590 (see Exhibit A-2 for physical description of premises (shaded area indicates the demised area occupied by the Vallejo Convention and Visitors Bureau).



# EXHIBIT A-2

## Depiction of Premises



## EXHIBIT B

### Rules and Regulations

Tenant shall comply with the following Rules and Regulations (individually and collectively, "**Rules**"). Landlord shall not be responsible to Tenant for the nonperformance of any of these Rules.

1. Locks; Keys. Tenant shall not alter any lock or install any new or additional locks or bolts on any doors or windows of the Premises without obtaining Landlord's prior written consent. Tenant shall bear the cost of any lock changes or repairs required by Tenant. Two (2) keys shall be furnished by Landlord for the Premises, and any additional keys required by Tenant must be obtained from Landlord at a reasonable cost to be established by Landlord.
2. Doors Opening to Public Corridors; Protection of Premises. All doors opening to public corridors, if any, must be kept closed at all times except for normal ingress to and egress from the Premises. Tenant shall assume all responsibility, including keeping doors locked and other means of entry to the Premises closed, for protecting the Premises from theft, robbery, and pilferage.
3. Floor Loads. Landlord may prescribe the weight, size, and position of all safes, machinery, equipment, fixtures or other heavy property ("**Heavy Property**") brought into the Premises and the times and manner of moving those items within and out of the Premises. Tenant shall not overload any floor in the Premises or use or operate any machinery, equipment, or other device, even though its installation may have been permitted, that in Landlord's opinion is harmful to the Premises. If Tenant shall require Heavy Property, Tenant shall notify Landlord of such fact. If considered necessary by Landlord, Heavy Property must stand on supports that are adequate to distribute the weight properly and Tenant shall pay the cost of any necessary supports or structural bracing. Any damage to any property (whether or not belonging to Tenant), the Premises, the Property or any portion thereof, or its or their respective contents, or any harm to Tenant, its employees, agents, or any occupants or visitors caused by moving or maintaining any Heavy Property shall be the sole responsibility and expense of Tenant.
4. Requirements of Tenant. Any special requirements of Tenant not set forth as an obligation of Landlord under the Lease will be considered only upon written application to Landlord at Landlord's address set forth in the Lease. Landlord's employees shall not perform any work or do anything outside their regular duties unless under special instructions from Landlord.
5. Use of Plumbing Facilities; Responsibility for Damage. The plumbing facilities (including but not limited to restrooms, toilets, urinals, wash bowls, drains, and other apparatus) shall be used for no purpose other than that for which they were constructed, and no foreign substance of any kind shall be thrown into them. The expense of any breakage, stoppage, or damage resulting from violation of this rule shall be borne by Tenant.
6. Restrictions on Defacement; Maintenance of Premises. Tenant shall not mark, drive nails or screws into, or drill into the partitions, woodwork, or plaster, or in any way deface the

Premises, the Property or any portion thereof, without Landlord's prior written consent. Tenant shall maintain the Premises and all portions thereof in a safe, neat and clean condition.

7. Permitted Machines. No machines or equipment that consume the equivalent of more than one horsepower (i.e. 740 watts) of energy (e.g. electricity, gas, etc.) shall be installed, maintained, or operated on the Premises without Landlord's prior written consent.

8. Flammable or Combustible Fluids or Materials; Foul or Noxious Gases or Substances; Nontoxic Materials. Tenant shall not use or keep, or allow to be used or kept, in or on the Premises, the Property or any portion thereof, any kerosene, gasoline, or other flammable or combustible fluid, material, or any foul or noxious gas or substance. For purposes of this Lease, reasonable smells associated with coffee roasting shall be permitted. All materials, fabrics, and products used in Tenant's furnishings, wall and floor coverings, and ceiling installations shall be nontoxic and subject to the prior approval of Landlord's architect or engineer. Nothing contained here is intended or shall be construed to alter or diminish any obligations of Tenant under any portion(s) of its Lease addressing environmental matters and compliance, Hazardous Substances Laws, Hazardous Substances, or similar matters, or compliance with Laws.

9. Cooking; No Use of Premises for Improper Purposes. No cooking shall be done or permitted on the Premises, except that Underwriters' Laboratory (UL)-approved equipment and microwave ovens may be used in the Premises for heating food and brewing coffee, tea, hot chocolate, and similar beverages for employees and visitors. This use must be in accordance with all Laws. The Premises shall not be used for lodging, or for any improper, objectionable, or immoral purposes.

10. Exclusion or Expulsion. Landlord reserves the right to exclude or expel from the Property or any portion thereof any person who, in Landlord's judgment, is under the influence of alcohol or drugs or commits any act in violation of any of these Rules.

11. Loitering Prohibited. Tenant and Tenant's Parties shall not loiter in or about the Property for the purpose of smoking tobacco products or for any other purpose unrelated to Tenant's use of the Premises.

12. Smoking; Illegal Substances. Smoking of tobacco products and use of illegal substances is strictly prohibited in or about the Property or any portion thereof.

13. Extermination. Tenant agrees not to permit the extermination of vermin to be performed in, on or about the Property or any portion thereof except at times and by a person or company reasonably designated by Landlord.

14. Obstructions. Tenant and Tenant's Parties shall not in any way obstruct the sidewalks, entry passages, pedestrian passageways, driveways, entrances and exits to the Property, and they shall use the same only as passageways to and from the Premises. At no time shall Tenant or Tenant's Parties be permitted to conduct work activity (except for normal loading and unloading of vehicles) nor store wooden pallets, boxes, goods or other materials outside the confines of Tenant's Premises.

15. Disposal of Trash and Garbage. Tenant shall store all trash, garbage and refuse ("Trash") within the interior of the Premises. Tenant shall not place or have placed in Trash boxes or receptacles any material that may not or cannot be disposed of in the ordinary and customary manner of removing and disposing of Trash in the vicinity of the Premises. Tenant shall comply fully with all applicable Laws when disposing of Trash.

16. Provision of Information to Tenant's Employees. Tenant shall comply with requests by Landlord that Tenant inform Tenant's employees and agents of items of importance to Landlord.

17. Prohibited Uses and Activities.

17.1 Any use, operation or activity which causes or produces the attraction of flies, insects, rodents or other animals, or the creation or emission of dust or dirt, without proper mitigating measures in place;

17.2 Any use, operation or activity which causes or produces any emission into the air of any (a) noxious, toxic, hazardous or corrosive fumes or gases; (b) excessive smoke, dirt or dust; or (c) pollutants in violation of any local, state or federal standards;

17.3. Any use, operation or activity which causes or produces any discharge of Hazardous Substances (as defined in paragraph 11.1) into any sewer system or storm drain serving the Property in a manner that will result in any leaching into the soil, or release into the atmosphere or groundwater;

17.4. Hazardous or unsafe uses by reasons of danger of fire or explosion, or uses that will increase the fire hazard rating on the Property or other properties, or uses objectionable or offensive to adjoining properties;

17.5. Uses in violation of any applicable Laws;

17.6. Any construction, erection, or placement of ornamentation or other objects or equipment, permanently or temporarily, on the outside portions of the Property, whether such portion is improved or unimproved, except as specifically permitted by Landlord; and

17.7 Additional prohibited uses as determined by Landlord from time to time.

18. Conflict. In the event of any conflict between these Rules or any further or modified Rules from time to time issued by Landlord and the Lease provisions, the Lease shall govern and control.

19. Rule Changes; Waivers. Landlord reserves the right at any time to change or rescind any one or more of these Rules or to make such other and further reasonable Rules as, in Landlord's judgment, may from time to time be necessary for the operation, management, safety, care and cleanliness of the Property or any portion thereof, for the preservation of good order therein, or for the convenience of other occupants and tenants of the Property, if any. Landlord may waive any one or more of these Rules for the benefit of any particular tenant(s). Landlord further reserve(s) all the rights reserved to it or them by the provisions of the Lease, by any CC&Rs, or by operation of Law. No waiver by Landlord shall be construed as a waiver of those Rules in

favor of any other tenant or occupant of the Premises or Property, and no waiver shall prevent Landlord from enforcing those Rules against any other tenant or occupant of the Property. Landlord shall not be responsible to Tenant or to any other person for the non-observance or violation of the Rules by any other tenant, occupant, or other persons. Tenant shall abide by any additional rules or regulations which are ordered or requested by any governmental or military authority. Tenant shall be deemed to have read these rules and to have agreed to abide by them as a condition of Tenant's use and occupancy of the Premises.

## EXHIBIT C

### WORK LETTER (NOT APPLICABLE – REFERENCE ONLY)

This Work Letter ("**Work Letter**") is entered into as of \_\_\_\_\_, 2007, by and between the City of Vallejo, a California municipal corporation ("**Landlord**"), and Vallejo Convention & Visitors Bureau ("**Tenant**"). Concurrently with the execution of this Work Letter, Landlord and Tenant have entered into a Lease for the Premises dated \_\_\_\_\_. Capitalized terms not defined in this Work Letter shall have the meaning given them in the Lease. In consideration of the mutual covenants contained in the Lease and in this Work Letter, Landlord and Tenant hereby agree as follows:

#### 1. IMPROVEMENT WORK.

1.1. Scope of Work. In order to prepare the Premises and for Tenant's initial occupancy or use thereof as set forth in the Lease, Tenant shall cause Improvement Work (defined in Section 1.1 of the Lease) to be performed to be constructed in accordance with the Final Working Drawings (defined below).

1.2. Improvement Costs. Tenant shall cause all Improvement Work to be performed in accordance with the Lease and this Work Letter and shall bear and be solely responsible for the Improvement Costs (as defined in the Lease) except as expressly set forth in the Sections **Error! Reference source not found.** and 3.4 of the Lease.

#### 1.3. Prevailing Wages.

1.3.1. Compliance with State Prevailing Wage Law. Tenant acknowledges and agrees that any and all Tenant Work (as defined in Section 1.1 of the Lease, whether undertaken pursuant to this Work Letter or the Lease) constitutes construction, alteration, demolition, installation, or repair work done under contract and paid for in whole or in part out of public funds under California Labor Code section 1720 et seq. ("**State Prevailing Wage Law**"). Accordingly, unless Tenant receives a ruling from the Department of Industrial Relations that the State Prevailing Wage Law does not apply to the Tenant Work, Tenant shall comply with the State Prevailing Wage Law. Except to the extent Tenant obtains a ruling to the contrary from the Department of Industrial Relations, Tenant shall require its general contractor to comply with State Prevailing Wage Law and to submit, upon written request by Landlord, certified copies of payroll records to Landlord and to maintain and make records available to Landlord and its designees for inspection and copying to ensure compliance with the State Prevailing Wage Law. Tenant shall also include in its general contractor agreement a provision in form acceptable to Landlord obligating the general contractor to require its contractors and/or subcontractors to so comply with the State Prevailing Wage Law and to submit, upon written request by Landlord, certified copies of payroll records to Landlord and to maintain and make such payroll records available to Landlord and its designees for inspection and copying during regular business hours at the Premises or at another location within the City of Vallejo. Tenant shall ensure that its contracts with any general contractor, and any general contractor contracts with any subcontractor, contain substantially similar assumptions of risk from such contractors in favor of Landlord.

### 1.3.2. Indemnity and Waiver.

(a) Tenant shall defend, indemnify and hold harmless Landlord and its elected officials, officers, employees, volunteers, agents and representatives (collectively, "**Indemnitees**") from and against any and all present and future liabilities, obligations, orders, judgments, suits, causes of action, losses, claims, damages, fines, penalties and expenses (including attorneys' fees and costs), whether in law or equity (collectively, "**Claims**"), arising out of or in any way connected with Tenant's obligation to comply with State Prevailing Wage Law, including all Claims that may be made by contractors, subcontractors or other third party claimants pursuant to Labor Code sections 1726 and 1781.

(b) Tenant hereby waives, releases and discharges forever Indemnitees from any and all present and future Claims arising out of or in any way connected with Tenant's obligation to comply with State Prevailing Wage Law. By waiving, releasing, and forever discharging Claims both known and unknown which are related to or which arise under or in connection with the items set out above, Tenant expressly waives any rights under California Civil Code section 1542, which provides:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

1.3.3. Tenant Obligations. The obligations of Tenant under this Section 1.3 shall survive the expiration or other termination of the Lease. Tenant shall ensure that its contracts with any contractor(s) contain substantially similar waivers and releases from such contractor(s) in favor of Indemnitees.

## 2. DRAWINGS.

2.1. Architect; Engineers. Tenant shall independently retain an architect/space planner ("**Architect**") to prepare Working Drawings (defined below), and shall also independently retain any such engineers and consultants as necessary or appropriate (collectively, "**Engineers**") to prepare all plans and engineering working drawings relating to the structural, mechanical, electrical, plumbing, HVAC and life safety work of the Improvement Work. The Architect and Engineers shall be subject to Landlord's prior written approval. Notwithstanding that any Working Drawings are reviewed by Landlord, or Landlord has approved or recommended or required a certain Architect, any certain Engineers, or any other design or construction consultants or providers, and notwithstanding any advice or assistance which may be rendered to Tenant by Landlord or such providers, Landlord shall have no liability whatsoever in connection therewith and shall not be responsible for any omissions or errors contained in the Working Drawings.

2.2. Working Drawings. Promptly after full execution and delivery of this Lease, Tenant shall cause architectural and engineering working drawings for the Premises and Improvement Work to be completed in a form sufficient to allow contractors and subcontractors to bid on the Improvement Work and to identify all applicable permits (collectively, "**Working**

**Drawings**") and shall submit the same to Landlord for Landlord's approval. Landlord shall approve or disapprove the Working Drawings within fifteen (15) business days after Tenant delivers the Working Drawings to Landlord. Landlord's failure to approve the Working Drawings by written notice to Tenant within said fifteen (15) business days shall be deemed Landlord's disapproval of the Working Drawings. Tenant shall re-submit revised Working Drawings until approved by Landlord ("**Approved Working Drawings**"). All Working Drawings shall comply with the drawing format and specifications as determined by Landlord and shall be subject to Landlord's approval, and Tenant shall ensure that Landlord receives a copy of "as built" in AutoCad format or such other format as specified by Landlord.

2.3. Cost Proposal. Tenant shall provide Landlord with a cost proposal in accordance with the Approved Working Drawings detailing all costs and expenses to be paid or incurred by Tenant in connection with the Improvement Work ("**Cost Proposal**"). Landlord shall either (i) approve the Cost Proposal within fifteen (15) business days of the receipt of the same, or (ii) notify Tenant within fifteen (15) business days after Landlord's receipt of the Cost Proposal that Tenant must instruct the Architect to revise the Approved Working Drawings to change the amount of the Cost Proposal, in which case such changes shall be made to the Approved Working Drawings only in accordance with Section 2.2. This procedure shall be repeated until the Cost Proposal is approved by Landlord in writing ("**Final Cost Proposal**"). The Approved Working Drawings if and as revised pursuant to this Section 2.3 and approved by Landlord in writing are referred to herein as the "**Final Working Drawings**."

2.4. Permits. Tenant shall cause the Architect to submit the Final Working Drawings to the appropriate municipal authorities for all applicable building permits necessary to allow the selected contractor to commence and fully complete the construction of the Improvement Work ("**Permits**"). No changes, modifications or alterations in the Final Working Drawings may be made without the prior written consent of Landlord. Tenant, at Tenant's sole cost and expense, shall be responsible for obtaining any and all permits and permissions for or related to all Tenant Work, including demolition and building permits, and satisfying any applicable requirements of the Bay Conservation and Development Commission, the State Lands Commission, the Federal Transit Authority, and compliance with any other applicable federal, state, or local laws, regulations, or ordinances (collectively "**Governmental Regulations**").

2.5. City Discretion. Tenant acknowledges that the execution of this Work Letter or the Lease does not constitute a commitment of Landlord in its capacity as the City of Vallejo to make any findings, recommendations or issue approvals in favor of Tenant, nor shall anything in the Lease be construed to limit the application thereof to the Lease or to require City to grant any discretionary approvals, or to control the actions of Landlord in meeting its obligations under the Lease. If any Governmental Regulations apply to any Tenant Work, Landlord will consider approval of such Tenant Work only after it has fully reviewed and considered the impacts of the proposed Tenant Work in accordance therewith. In fulfilling its obligations, Landlord shall act independently, reserving full and complete discretion with respect to any approvals without reference to the Lease. Nothing in the Lease is intended to or shall prejudice or commit Landlord regarding the findings and determinations to be made with respect thereto, nor shall Landlord be liable, in any respect, to Tenant or any third party beneficiary of this Work Letter or the Lease for its action or inaction in granting or denying any discretionary approvals or fulfilling its obligations under the California Environmental Quality Act, California Public Resources Code



sections 21000 et. seq. ("CEQA"), CEQA guidelines, and implementing regulations, the National Environmental Protection Act of 1969, 42 U.S.C. section 4321, et seq. ("NEPA"), NEPA guidelines, or any other Governmental Regulations.

2.6. Time Deadlines. Tenant shall use its best, good faith efforts and all due diligence to cooperate with the Architect, Engineers, and Landlord to complete all tasks set forth in this Work Letter, in accordance with the following schedule:

- Working Drawings complete by \_\_\_\_\_ .
- Approved Working Drawings complete by \_\_\_\_\_ .
- Final Cost Proposal and Final Working Drawings complete by \_\_\_\_\_ .
- Permitting complete by \_\_\_\_\_ .
- Improvement Work started by \_\_\_\_\_ .
- Improvement Work completed and Certificate of Occupancy or Conditional Use Permit by \_\_\_\_\_ .

Such schedule may be modified pursuant to a written agreement between Landlord and Tenant. Tenant shall meet with Landlord on a scheduled basis to be determined by Landlord, to discuss Tenant's progress in connection with the same.

3. CONSTRUCTION OF THE IMPROVEMENT WORK.

3.1. Commencement. No construction of the Improvement Work may commence absent a Final Cost Proposal and Final Working Drawings.

3.2. Contractor. Tenant shall obtain at least two (2) guaranteed maximum price bids from general contractors that are duly licensed in California and pre-approved by Landlord for the Improvement Work as described in the Final Working Drawings, and shall submit such bids and the proposed contracts to Landlord for approval. It shall be reasonable for Landlord to disapprove any bid if such bid is in excess of the Final Cost Proposal. Landlord, in Landlord's sole discretion, may designate the general contractor to perform the Improvement Work. All Improvement Work shall be performed only by competent contractors and subcontractors duly licensed in California as such for the particular component of the Improvement Work that such contractor or subcontractor performs. Tenant shall independently retain the contractor to perform the Improvement Work. Landlord shall have the right but not the obligation to supervise and inspect the Improvement Work.

3.2.1. Compliance with Laws. All Tenant Work shall be done with new materials of good quality and high standards. All Improvement Work shall be performed: (i) in accordance with the Final Working Drawings; (ii) lien-free and in a good and workmanlike manner; (iii) in compliance with all Governmental Regulations including the provisions of Title III of the Americans with Disabilities Act of 1990; (iv) in such a manner so as not to unreasonably interfere with continuous operations as required under the Lease; and (v) at such times, in such manner and subject to such rules and regulations as Landlord may from time to time reasonably designate. In addition, and without limiting the foregoing, if Tenant encounters any hazardous, toxic, radioactive or carcinogenic materials, substances or wastes ("**Hazardous**

**Substances** ") during the course of any Tenant Work, or exacerbates any such condition, including, without limitation, with respect to lead-based paint or asbestos, Tenant shall be solely responsible, at Tenant's sole cost and expense, for the proper remediation, removal and disposal thereof in accordance with Government Regulations, and shall be liable for, and shall indemnify, defend, protect and hold the Indemnitees harmless from and against, any and all Claims, arising or resulting therefrom.

3.2.2. Liens. Before commencing any Tenant Work, Tenant shall give Landlord at least fifteen (15) business days' written notice of the proposed commencement of such Tenant Work (which notice shall include the statement "Notices of Non-Responsibility to be Posted by Landlord" in at least 12-point type) and shall, if required by Landlord, secure at Tenant's sole cost and expense, a completion and lien indemnity bond, satisfactory to Landlord, for said Tenant Work. Tenant shall not permit any mechanic's, materialmen's or other liens to be filed against all or any part of the Premises, nor against Tenant's leasehold interest in the Premises, by reason of or in connection with the Tenant Work or other work contracted for or undertaken by Tenant or any other act or omission of Tenant or Tenant's agents, employees, contractors, licensees or invitees. Tenant shall, at Landlord's request, provide Landlord with enforceable, conditional and final lien releases (and other reasonable evidence reasonably requested by Landlord to demonstrate protection from liens) from all persons furnishing labor and/or materials with respect to the Premises. Landlord shall have the right at all reasonable times to post on the Premises and record any notices of non-responsibility which it deems necessary for protection from such liens. If any such liens are filed, Tenant shall, at its sole cost, immediately cause such lien to be released of record or bonded so that it no longer affects title to the Premises. If Tenant fails to cause such lien to be so released or bonded within ten (10) days after filing thereof, Landlord may, without waiving its rights and remedies based on such breach, and without releasing Tenant from any of its obligations, cause such lien to be released by any means it shall deem proper, including payment in satisfaction of the claim giving rise to such lien. Tenant shall pay to Landlord within five (5) days after receipt of invoice from Landlord, any sum paid by Landlord to remove such liens, together with interest at the lesser of eight percent (8%) per annum or the highest rate allowed by law from the date of such payment by Landlord.

3.2.3. Contractor's Warranties and Guaranties. Tenant hereby assigns to Landlord all warranties and guaranties by contractors relating to any Tenant Work. Tenant hereby waives all claims against Landlord relating to, or arising out of the construction of, any Tenant Work. Throughout the performance of any Tenant Work, Tenant shall obtain, and ensure that the contractor and its subcontractors obtain, workers compensation insurance and commercial general liability insurance in compliance with the Lease, which insurance shall name Landlord as an "additional insured."

3.2.4. Performance and Payment Security. Prior to the commencement of any Tenant Work, Tenant shall furnish to Landlord improvement security, in a form acceptable to the City Attorney, in the following amounts:

(a) Faithful Performance. Security in the amount of One Hundred Fifty Percent (150%) of the Final Cost Proposal to secure faithful performance of the Tenant Work.

(b) Labor and Materials. Security in the amount of One Hundred Fifty Percent (150%) of the estimated cost of the Final Cost Proposal to secure payment by Tenant and/or its contractor to laborers and materialmen (until the date on which claims are required to be made by laborers and materialmen pursuant to law).

(c) Surety Bonds. Any surety bonds provided pursuant to this Section 3.2.5 shall be issued by a corporate surety admitted by the California Department of Insurance to transact surety business in this state.

4. MISCELLANEOUS.

4.1. Landlord's Representative. Landlord has designated Steven England as its sole representative with respect to the matters set forth in this Work Letter, who, until further notice to Tenant, shall have full authority and responsibility to act on behalf of the Landlord as required in this Work Letter.

4.2. Tenant's Representative. Tenant has designated \_\_\_\_\_ as its sole representative with respect to the matters set forth in this Work Letter, who, until further notice to Landlord, shall have full authority and responsibility to act on behalf of the Tenant as required in this Work Letter.

4.3. Time of the Essence in This Work Letter. Unless otherwise indicated, all references in this Work Letter to a number of days shall mean and refer to calendar days.

*[Signatures follow on next page]*

**LANDLORD:**

CITY OF VALLEJO, a California municipal corporation

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Attorney

**APPROVED AS TO INSURANCE REQUIREMENTS:**

\_\_\_\_\_  
City Risk Manager

**--AND--**

**TENANT:**

Vallejo Convention and Visitors

Bureau

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_

# FEDERAL TRANSIT ADMINISTRATION

## GENERAL PROVISIONS

This procurement is financed in part by Federal transit legislation codified at 49 U.S.C. §§ 5301 et seq.; under Title 23, U.S.C. (Highways); or under other provisions of the Intermodal Surface Transportation Efficiency Act of 1991, as amended. The selected contractor agrees to comply with all federal statutes and regulations applicable to grantees under the Act, including but not limited to the following:

### 1. FLY AMERICA REQUIREMENTS

49 U.S.C. §40118  
41 CFR Part 301-10

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

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### 2. ENERGY CONSERVATION REQUIREMENTS

42 U.S.C. 6321 et seq.  
49 CFR Part 18

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

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### 3. CLEAN WATER REQUIREMENTS

33 U.S.C. 1251

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. . The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

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#### **4. LOBBYING**

**31 U.S.C. 1352  
49 CFR Part 19  
49 CFR Part 20**

**Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.]** - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

#### **APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING**

**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

*(To be submitted with each bid or offer exceeding \$100,000)* Please see Required Certifications

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#### **5. ACCESS TO RECORDS AND REPORTS**

**49 U.S.C. 5325  
18 CFR 18.36 (i)  
49 CFR 633.17**

**Access to Records** - The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.

3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

7. FTA does not require the inclusion of these requirements in subcontracts.

**Requirements for Access to Records and Reports by Types of Contract**

Contract Characteristics	Operational Service Contract	Turnkey	Construction	Architectural/Engineering	Acquisition of Rolling Stock	Professional Services
<b>I State Grantees</b>	None	Those imposed on state pass thru to Contractor	None	None	None	None
a. Contracts below SAT (\$100,000)	None unless <sup>1</sup> non-competitive award		Yes, if non-competitive award or if funded thru <sup>2</sup> 5307/5309/5311	None unless non-competitive award	None unless non-competitive award	None unless non-competitive award
b. Contracts above \$100,000/Capital Projects						
<b>II Non State Grantees</b>	Yes <sup>3</sup>	Those imposed on non-state Grantee pass thru to Contractor	Yes	Yes	Yes	Yes
a. Contracts below SAT (\$100,000)	Yes <sup>3</sup>		Yes	Yes	Yes	Yes
b. Contracts above \$100,000/Capital Projects						

Sources of Authority:

<sup>1</sup> 49 USC 5325 (a)

<sup>2</sup> 49 CFR 633.17

<sup>3</sup> 18 CFR 18.36 (i)

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## **6. FEDERAL CHANGES**

### **49 CFR Part 18**

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

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## **7. CLEAN AIR**

**42 U.S.C. 7401 et seq**

**40 CFR 15.61**

**49 CFR Part 18**

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq . The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

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## **8. RECYCLED PRODUCTS**

**42 U.S.C. 6962**

**40 CFR Part 247**

**Executive Order 12873**

**Recovered Materials** - The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

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## **9. NO GOVERNMENT OBLIGATION TO THIRD PARTIES**

(1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent



by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

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**10. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS**

**31 U.S.C. 3801 et seq.  
49 CFR Part 31 18 U.S.C. 1001  
49 U.S.C. 5307**

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

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**11. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)**

**49 CFR Part 29  
Executive Order 12549**

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by **City of Vallejo**. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to **City of Vallejo**, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

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## **12. PRIVACY ACT**

### **5 U.S.C. 552**

**Contracts Involving Federal Privacy Act Requirements** - The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974,

5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

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## **13. CIVIL RIGHTS REQUIREMENTS**

**29 U.S.C. § 623, 42 U.S.C. § 2000**  
**42 U.S.C. § 6102, 42 U.S.C. § 12112**  
**42 U.S.C. § 12132, 49 U.S.C. § 5332**  
**29 CFR Part 1630, 41 CFR Parts 60 et seq.**

(1) **Nondiscrimination** - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) **Equal Employment Opportunity** - The following equal employment opportunity requirements apply to the underlying contract:

(a) **Race, Color, Creed, National Origin, Sex** - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by

Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

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## **14. BREACHES AND DISPUTE RESOLUTION**

### **49 CFR Part 18** **FTA Circular 4220.1E**

**Disputes** - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of City of Vallejo's Director of Public Works This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Director of Public Works. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Director of Public Works shall be binding upon the Contractor and the Contractor shall abide by the decision.

**Performance During Dispute** - Unless otherwise directed by City of Vallejo, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

**Claims for Damages** - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

**Remedies** - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the City of Vallejo and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the City of Vallejo is located.

**Rights and Remedies** - The duties and obligations imposed by the Contract Documents and the rights and remedies

available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the City of Vallejo, (Architect) or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

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## **15. DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

### **49 CFR Part 26**

**DISADVANTAGED BUSINESS ENTERPRISE (DBE).**-- This project is subject to Title 49, Code of Federal Regulations part 26 (49 CFR.26) entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." In order to ensure Caltrans and Federal Transit Administration achieve its federally mandated statewide overall DBE goal, the City of Vallejo encourages the participation of Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR 26 in the performance of contracts financed in whole or in part with Federal Funds. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.

Bidders shall be fully informed in respect to the requirements of the DBE Regulations. The DBE Regulations in their entirety are incorporated herein by this reference. Attention is directed to the following matters:

- A. A DBE must be a small business concern as defined pursuant to Section 3 of U.S. Small Business Act and relevant regulations promulgated pursuant thereto;
- B. A DBE may participate as a prime contractor, subcontractor, joint venture partner with a prime or subcontractor, vendor of material or supplies, or as a trucking company;
- C. A DBE joint venture partner must be responsible for specific contract items of work, or clearly defined portions thereof. Responsibility means actually performing, managing and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest. ;
- D. A DBE must perform a commercially useful function, i.e., must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work;
- E. DBEs must be certified by the California Unified Certification Program (CUCP). Listings of DBEs certified by the CUCP are available from the following sources:
  - 1.The Caltran's "Civil Rights" web site at:  
<http://www.dot.ca.gov/hq/bep>.
  - 2. The Caltran's DBE Directory. This Directory may be obtained from the Department of Transportation, Materiel Operations Branch, Publication Distribution Unit, 1900 Royal Oaks Drive, Sacramento, California 95815, Telephone: (916) 445-3520;
- F. When reporting DBE participation, bidders may count the cost of materials or supplies purchased from DBEs as follows:

1. If the materials or supplies are obtained from a DBE manufacturer, 100 percent of the cost of the materials or supplies will count toward DBE participation. A DBE manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.
2. If the materials or supplies are purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business as provided in this paragraph F.2. if the person both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this paragraph F.2.
3. If the DBE is neither a manufacturer nor a regular dealer, count only the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

G. When reporting DBE participation, bidders may count the participation of DBE trucking companies as follows:

1. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract.
2. The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract;
3. The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs;
4. The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract;
5. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by a DBE;

6. For the purposes of this paragraph G, a lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.
- H. Bidders are encouraged to use services offered by financial institutions owned and controlled by DBEs.

### DBE AVAILABILITY ADVISORY

As required by federal law, Caltrans and Federal Transit Administration have established an overall DBE goal. In order to ascertain whether that statewide overall DBE goal is being achieved, Caltrans and Federal Transit are tracking DBE participation on all Federal-aid contracts administered by cities/counties and other local agencies. .

The City of Vallejo has not established a DBE Availability Advisory for this project. Bidders who obtain DBE participation on this project will assist the state in meeting its statewide overall DBE goal.

### AWARD AND EXECUTION OF CONTRACT

"CITY OF VALLEJO BIDDER - DBE INFORMATION" form will be included in the contract documents to be executed by the successful bidder. The purpose of the form is to collect data required under 49 CFR 26. Even if no DBE participation will be reported, the successful bidder must execute and return the form.

The successful bidder's "CITY OF VALLEJO BIDDER - DBE INFORMATION" form should include the names, addresses and phone numbers of DBE firms that will participate, with a complete description of work or supplies to be provided by each, and the dollar value of each DBE transaction. When 100 percent of a contract item of work is not to be performed or furnished by a DBE, a description of the exact portion of that work to be performed or furnished by that DBE should be included in the DBE information, including the planned location of that work. A successful bidder certified as a DBE should describe the work it has committed to performing with its own forces as well as any other work that it has committed to be performed by DBE subcontractors, suppliers and trucking companies.

The successful bidder is encouraged to provide written confirmation from each DBE that the DBE is participating in the contract. A copy of a DBE's quote will serve as written confirmation that the DBE is participating in the contract. If a DBE is participating as a joint venture partner, the successful bidder is encouraged to submit a copy of the joint venture agreement.

The "CITY OF VALLEJO'S BIDDER - DBE INFORMATION" form should be completed and returned to the City of Vallejo by the successful bidder with the executed contract and contract bonds

### SUBCONTRACTOR AND DBE RECORDS

The Contractor shall maintain records showing the name and business address of each first-tier subcontractor. The records shall also show the name and business address of every DBE subcontractor, DBE vendor of materials and DBE trucking company, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all of these firms. DBE prime contractors shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

Upon completion of the contract, a summary of these records shall be prepared on "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First Tier Subcontractors" Form CEM-2402(F) and certified correct by the Contractor or the Contractor's authorized representative, and shall be furnished to the Engineer. The form shall be furnished to the Engineer within 90 days from the date of contract acceptance. The amount of \$10,000 will be withheld from payment until a satisfactory form is submitted.

Prior to the fifteenth of each month, the Contractor shall submit documentation to the Engineer showing the amount

paid to DBE trucking companies. The Contractor shall also obtain and submit documentation to the Engineer showing the amount paid by DBE trucking companies to all firms, including owner-operators, for the leasing of trucks. If the DBE leases trucks from a non-DBE, the Contractor may count only the fee or commission the DBE receives as a result of the lease arrangement.

The Contractor shall also obtain and submit documentation to the Engineer showing the truck number, owner's name, California Highway Patrol CA number, and if applicable, the DBE certification number of the owner of the truck for all trucks used during that month. This documentation shall be submitted on "Monthly DBE Trucking Verification" Form CEM-

#### **DBE CERTIFICATION STATUS**

If a DBE subcontractor is decertified during the life of the project, the decertified subcontractor shall notify the Contractor in writing with the date of decertification. If a subcontractor becomes a certified DBE during the life of the project, the subcontractor shall notify the Contractor in writing with the date of certification. The Contractor shall furnish the written documentation to the Engineer.

Upon completion of the contract, "Disadvantaged Business Enterprises (DBE) Certification Status Change" Form CEM-2403(F) indicating the DBEs' existing certification status shall be signed and certified correct by the Contractor. The certified form shall be furnished to the Engineer within 90 days from the date of contract acceptance.

#### **PERFORMANCE OF SUBCONTRACTORS**

The subcontractors listed by the Contractor in conformance with Section 2-1.054, "Required Listing of Proposed Subcontractors," of the Standard Specifications, shall perform the work and supply the materials for which they are listed, unless the Contractor has received prior written authorization to perform the work with other forces or to obtain the materials from other sources.

The Contractor should notify the Engineer in writing of any changes to its anticipated DBE participation. This notice should be provided prior to the commencement of that portion of the work.

#### **PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS**

A prime contractor or subcontractor shall pay any subcontractor not later than 10 days of receipt of each progress payment in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The 10 days is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30 days may take place only for good cause and with the City of Vallejo's prior written approval. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanction and other remedies of that section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor. This provision applies to both DBE and non-DBE subcontractors.

#### **PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS**

The City of Vallejo shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the City of Vallejo, of the contract work, and pay retainage to the prime contractor based on these acceptances. The prime contractor, or subcontractor, shall return all monies withheld in retention from a subcontractor within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the City of Vallejo. Federal law (49CFR26.29) requires that any delay or postponement of payment over 30 days may take

place only for good cause and with the City of Vallejo's prior written approval. Any violation of this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor. This provision applies to both DBE and non-DBE prime contractors and subcontractors.

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## **16. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

### **FTA Circular 4220.1E**

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City of Vallejo requests which would cause City of Vallejo to be in violation of the FTA terms and conditions.



## **REQUIRED CERTIFICATIONS**

1. Lobbying Certification
2. DBE Information

**LOBBYING CERTIFICATION**

The undersigned [ \_\_\_\_\_ ] certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.* )] (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

\_\_\_\_\_ Signature of Contractor's Authorized Official

\_\_\_\_\_ Name and Title of Contractor's Authorized Official

\_\_\_\_\_ Date

**INSTRUCTIONS –CITY OF VALLEJO PROPOSER/BIDDER-DBE (CONSULTANT CONTRACTS) INFORMATION FORM**

The form requires specific information regarding the consultant contract: City of Vallejo, Location, Project Descriptions, Contract Number (assigned by City of Vallejo), Federal Aid Project Number (assigned by Caltrans-Local Assistance), Total Dollar Contract Amount, Proposal/Bid Date, Proposer's/Bidder's Name and Advertised DBE "Availability Advisory Percentage" if any.

The form has a column for the Contract Item Number (or Item No's) and Item of Work and Description or Services to be Subcontracted or Materials to be provided by DBEs. The DBE should provide a certification number to the Contractor. Notify the Contractor in writing with the date of the decertification if their status should change during the course of the contract. The form has a column for the Names of DBE certified contractors to perform the work (include DBE address and phone number).

There is a column for the total DBE dollar amount. Enter the Total Claimed DBE Participation dollars and percentage amount of items of work submitted with your proposal/bid pursuant to the Contract Provisions. (If 100% of item is not to be performed or furnished by the DBE, describe exact portion of time to be performed or furnished by the DBE.)

**City of Vallejo Proposer/Bidder-DBE (Consultant Contract) Information must be signed and dated by the person proposing/bidding. Also list a phone number in the space provided and print the name of the person to contact.**



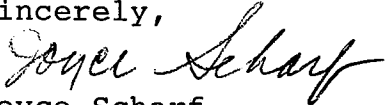
To: Mayor Intintoli and City Council Members 14 March 2007

From: Joyce Scharf, 22 Bayberry St. Vallejo CA 94589

Subject: Resignation from appointment to Committee for  
Culture and the Arts

Due to unexpected family issues and responsibilities and my continued committment as a member of the Library Board Commission, I must resign as a member of the Commission for Culture and the Arts. I regret that I have to take this action, but my family obligations come first. Thank you for your support.

Sincerely,



Joyce Scharf

RECEIVED  
2007 MAR 14 AM 11:14  
OFFICE OF THE  
CITY CLERK  
CITY OF VALLEJO

**RESOLUTION NO. 07- N.C.**

BE IT RESOLVED by the Council of the City of Vallejo as follows:

THAT WHEREAS, Joyce Scharf was originally appointed to the Commission on Cultural and the Arts on February 6, 2007.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Vallejo does hereby accept, with regret, the resignation of Joyce Scharf from the Commission on Cultural and the Arts.



Agenda Item No.

CONSENT D

**COUNCIL COMMUNICATION**

**Date:** March 27, 2007

**TO:** Honorable Mayor and Members of the City Council  
**FROM:** Gary A. Leach, Public Works Director  
**SUBJECT:** RESOLUTION OF SUPPORT FOR SENATE BILL 286, ALLOCATION OF PROPOSITION 1B LOCAL STREETS & ROAD FUNDS

**BACKGROUND**

The League of California Cities' staff, along with Public Work Department members, are working with the Legislature to determine the distribution timing of the Proposition 1B, \$2 Billion for Local Streets & Road funds. The League is advocating that the \$1 billion for cities and \$1 billion for counties go out expeditiously and is sponsoring Senate Bill 286 (Dutton R- Rancho Cucamonga), which contains a formula for the accelerated distribution. The bill calls for two, two-year funding cycles with the first allocation occurring no later than January 1, 2008 and the second allocation occurring on or before January 1, 2010. It also provides that each city and county receive at least half of their allocation in the first funding cycle, at an amount not less than \$400,000. Additionally, cities and counties able to demonstrate that a larger portion of bond funds could be spent, may receive up to their full amount in the first funding cycle.

Specifically, SB 286 *guarantees* that every city will receive at least half of their Proposition 1B funds to spend in the next two fiscal years; the 2007-08 Proposition 42 "gap" year and 2008-09. This is extremely important because without significant funding in the 2007-08 Proposition 42 "gap" year, cities and counties will not receive any monies other than their normal gas tax allocation for local streets and roads.

Currently, it is estimated that the City of Vallejo will receive \$3,850,000 in direct funding from Proposition 1B for local transportation purposes. Thus fifty percent (50%) would provide Vallejo with an estimated \$1,925,000 for FY 07/08 & 08/09. Vallejo will be able to put this money to use quickly for reducing our street pavement maintenance backlog estimated to be over \$300 Million. The City of Vallejo is an older city that is fiscally challenged with streets that are in dire need of maintenance funding. Accordingly this Proposition 1B money would be utilized effectively and efficiently by the City.

For these reasons, staff recommends that the City Council adopt the attached resolution supporting SB 286 that will provide the City with the much-needed investment for our local streets and roads.



Fiscal Impact

SB 286 would provide the City of Vallejo with Proposition 1B funding in the amount of \$1,925,000 for FY 07/08 & 08/09 before the huge influx of large State projects also funded by Proposition 1B bonds. It should also be noted that FY 07/08 is a "by" year for Proposition 42 funds for local streets and roads. Accordingly this bond money could fill this gap year for Proposition 42 funding.

RECOMMENDATION

Staff recommends supporting the proposed legislation SB 286 which guarantees that every city will receive at least half of their Proposition 1B funds for local streets & roads to spend in the next two fiscal years (FY 07/08 & 08/09).

DOCUMENTS AVAILABLE FOR REVIEW

- a. A resolution of support for proposed legislation SB 286(Dutton R-Rancho Cucamonga).

CONTACT PERSON

Gary A. Leach, Public Works Director  
648-4315  
[gleach@ci.vallejo.ca.us](mailto:gleach@ci.vallejo.ca.us)

MARCH 27, 2007  
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**RESOLUTION NO. \_\_\_\_\_ N.C.**

WHEREAS, SB 286 *guarantees* that every city will receive at least half of their Proposition 1B funds to spend in the next two fiscal years; the 2007-08 Proposition 42 "gap" year and 2008-09; and

WHEREAS, is estimated that the City of Vallejo will receive \$3,850,000 in direct funding from Proposition 1B for local transportation purposes of which at least fifty percent (50%) will be provided the City in the next two fiscal years if SB 286 passes; and

WHEREAS, The City of Vallejo is able to put this money to use quickly for reducing our street pavement maintenance backlog estimated to be over \$300M; and

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

1. Supports passage of SB 286 (Dutton R) and urges the State Legislature to quickly pass this important bill and asks Governor Schwarzenegger to sign the bill.

MARCH 27, 2007

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**COUNCIL COMMUNICATION**

Date: March 27, 2007

TO: Honorable Mayor and Members of the City Council

FROM: Dennis Morris, Director of Human Resources *DM*

SUBJECT: Consideration of First Amendment to the City Manager's Employment Agreement

**BACKGROUND AND DISCUSSION:**

Mr. Tanner has completed his interim appointment as outlined in his original employment agreement, effective March 7, 2007. It is now time to prepare the necessary documents to begin Mr. Tanner's regular full-time appointment as City Manager. The original employment agreement contains provisions specific to the California Public Employer's Law (CalPERS) related to the appointment as City Manager. After review of said language, CalPERS has recommended that the contract be amended to reflect the proper language regarding any PERSable compensation.

There is no additional fiscal impact of amending the language of the employment agreement. The language changes will not affect any cost factors and therefore, the total cost of the original employment agreement will not change.

**RECOMMENDATION:**

It is recommended that the City Council authorize the Mayor to approve the necessary language amendment that will be formulated by the Human Resources Department in accordance with the CalPERS regulations.

**PROPOSED ACTION:**

Approve the Resolution to authorize the Mayor to amend the City Manager's Agreement to ensure it complies with CalPERS regulations.

**DOCUMENTS AVAILABLE FOR REVIEW:**

- a. Resolution authorizing the Mayor to amend the original employment agreement for the City Manager as required by CalPERS.

**CONTACT PERSON:** Dennis Morris, Human Resources Director (707) 648-4362

**PREPARED BY:** Debora R. Boutté, HR Operations Manager (707) 648-4436

RESOLUTION NO. \_\_\_\_ N.C.

**BE IT RESOLVED** by the Council of the City of Vallejo a follows:

**WHEREAS**, Joseph M. Tanner has completed his term as Interim City Manager, effective March 7, 2007; and

**WHEREAS**, the City is now prepared to finalize the necessary paperwork to place Mr. Tanner in the regular full-time position of City Manager effective March 8, 2007; and

**WHEREAS**, the original employment agreement contains language that is not currently acceptable by the California Public Employee's Retirement System (CalPERS); now therefore

**BE IT RESOLVED** that the City Council hereby authorizes the Mayor to amend the original employment agreement to comply with the CalPERS regulations.

**BE IT FUTHER RESOLVED** that the language amendment will not change the total cost of the original employment agreement.

**BE IT FURTHER RESOLVED** that the Mayor is authorized and directed to execute and the City Clerk to attest, the first Amendment to Mr. Tanner's employment agreement incorporating the necessary language changes as recommended by CalPERS.

**ADOPTED** by the Council of the City of Vallejo at a regular meeting held on March 27, 2007, by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

\_\_\_\_\_  
ANTHONY J. INTINTOLI, JR., Mayor

ATTEST:

\_\_\_\_\_  
MARY ELLSWORTH, City Clerk




CONSENT F

Agenda No.

## COUNCIL COMMUNICATION

Date: March 27, 2007

TO: Honorable Mayor and Members of the City Council

FROM: Dennis Morris, Director of Human Resources 

SUBJECT: Consideration of Performance Based Salary Adjustment for the City Attorney and the Fourth Amendment to his Employment Agreement

### BACKGROUND AND DISCUSSION:

Mr. Soley completed five and one-half years of service as the City Attorney on January 1, 2007. On December 19, 2006 and January 9, 2007, the City Council conducted a closed session performance evaluation concerning Mr. Soley. The Council designated the Mayor as the City's negotiator for salary and benefit negotiations with Mr. Soley.

At the request of the Mayor, a salary survey of City Attorney salaries for the Bay Area region cities that have a comparable position was conducted by the Human Resources Department. Mr. Soley's received his last salary increase on January 1, 2003. The survey shows that Mr. Soley's current salary (\$143,810.37 per annum) is approximately twenty-eight (28%) below the average paid by those cities. Negotiations have taken place and a recommendation is being offered to authorize a fourth amendment to Mr. Soley's employment agreement. The amendment will provide for the following:

1. City paying for the employee's CalPERS Retirement Contribution (EPMC) of 9%. 8% to be paid by the City under the EPMC CalPERS guidelines and the additional 1% to be added to base salary.
2. Provide for a 5% salary increase to \$151,000.89 plus the 1% of \$1,510 from the EPMC for a total of \$152,510.90 effective January 1, 2007.

The fiscal impact of the salary increase and the EPMC is approximately 13% (\$19,500), which represents 3.25% per year since the last salary increase. Additionally Mr. Soley contributed \$14,300 of his salary to the City for the budget crises for fiscal year 2004-2005. The \$19,500 includes the base salary increase, benefits and the EPMC. The increase will bring Mr. Soley's salary closer to the average of the salary survey.

### RECOMMENDATION:

Upon finding that Mr. Soley's job performance has met the standards as set forth by the City Council and that he last received a salary increase on January 1, 2003, it is



recommended that the City Council authorize an increase in salary for the City Attorney and direct the execution of the Fourth Amendment to his employment agreement.

It is also recommended that the City Council approve the amendment to the CalPERS agreement to include the EPMC for the Council Appointed Executives Group.

**ENVIRONMENTAL REVIEW:**

No environmental review is required for this action.

**PROPOSED ACTION:**

3. Approve the Resolution to amend the City Attorney's Agreement (as previously amended) and authorization of a salary increase.
4. Approve the Resolution to Report and Pay the Value of the Employer Paid Member Contributions for the Council Appointed Executives Group.

**DOCUMENTS AVAILABLE FOR REVIEW:**

- a. Resolution establishing the salary increase to be granted to Mr. Soley and authorizing the execution of a Fourth Amendment to his employment agreement.
- b. Resolution For Reporting And Paying The Value Of The Employer Paid Member Contributions.
- c. Exhibit A - Fourth Amendment to Employment Agreement.

**CONTACT PERSON:** Dennis Morris, Human Resources Director (707) 648-4362

**PREPARED BY:** Debora R. Boutté, HR Operations Manager (707) 648-4436

**RESOLUTION NO. \_\_\_\_ N.C.**

**BE IT RESOLVED** by the Council of the City of Vallejo a follows:

**WHEREAS**, Fred Soley has completed five and one-half years of service to the City of Vallejo in the position of City Attorney as of January 1, 2007; and

**WHEREAS**, the City Council has conducted an evaluation of Mr. Soley's performance as City Attorney, and found that his job performance under the terms of his employment agreement has been satisfactory and merits an increase in salary; and

**WHEREAS**, Mr. Soley's current salary is \$143,810.37 per annum; and

**WHEREAS**, Mr. Soley last received an increase in salary on January 1, 2003; now therefore

**BE IT RESOLVED** that the City will pay Mr. Soley's share of the CalPERS Retirement Benefit (EPMC) which currently is 9% of which 8% will be included in the EPMC and 1% will be included in the base.

**BE IT FUTHER RESOLVED** that the City Council hereby grants to Mr. Soley a salary increase of 5% to \$151,000.89 plus the 1% from the EPMC of \$1,510 for a total of \$152,510.90 per annum effective retroactively to January 1, 2007.

**BE IT FURTHER RESOLVED** that the City Council agrees that the above actions will bring Mr. Soley closer to the average of City Attorney salaries in the Bay Area.

**BE IT FURTHER RESOLVED** that the City Council agrees to review the performance of the City Attorney in one year.

**BE IT FURTHER RESOLVED** that the Mayor is authorized and directed to execute and the City Clerk to attest, the Fourth Amendment to Mr. Soley's employment agreement incorporating the salary adjustments as set forth above, attached as Exhibit "A" to this resolution.

**ADOPTED** by the Council of the City of Vallejo at a regular meeting held on March 27, 2007, by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

\_\_\_\_\_  
ANTHONY J. INTINTOLI, JR., Mayor

ATTEST:

\_\_\_\_\_  
MARY ELLSWORTH, City Clerk

RESOLUTION NO. \_\_\_\_ N.C.

**RESOLUTION FOR REPORTING AND PAYING THE VALUE OF THE  
EMPLOYER PAID MEMBER CONTRIBUTIONS**

**BE IT RESOLVED** by the Council of the City of Vallejo a follows:

**WHEREAS**, the governing body of the City of Vallejo has the authority to implement Government Code Section 20636(c) (4) pursuant to Section 20691; and

**WHEREAS**, the governing body of the City of Vallejo has a written labor policy or agreement which specifically provides for the normal member contributions to be paid by the employer, and reported as additional compensation; and

**WHEREAS**, one of the steps in the procedures to implement Section 20691 is the adoption by the governing body of the City of Vallejo of a Resolution to commence paying and reporting the value of said Employer Paid Member Contributions (EPMC); and

**WHEREAS**, the governing body of the City of Vallejo has identified the following conditions for the purpose of its election to pay EPMC\*:

- **This benefit shall apply to all employees of the Council Appointed Executives Group.**
- **This benefit shall consist of paying 8% (Percent) of the normal contributions as EPMC, and reporting the same percent (value) of compensation earnable\*\* {excluding Government Code Section 20636(c)(4)} as additional compensation.**
- **The effective date of this Resolution shall be March 8, 2007.**

**NOW, THEREFORE, BE IT RESOLVED** that the governing body of the City of Vallejo elects to pay and report the value of EPMC, as set forth above.

**ADOPTED** by the Council of the City of Vallejo at a regular meeting held on March 27, 2007, by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

\_\_\_\_\_  
ANTHONY J. INTINTOLI, JR., Mayor

ATTEST:

\_\_\_\_\_  
MARY ELLSWORTH, City Clerk

## ***FOURTH AMENDMENT TO EMPLOYMENT AGREEMENT***

**THIS FOURTH AMENDMENT** to that certain Employment Agreement made and entered into by and between the **CITY OF VALLEJO**, a municipal corporation, hereinafter referred to as "City", and **FREDERICK G. SOLEY**, an individual, hereinafter referred to as "Soley", and dated May 8, 2001, and subsequently amended on June 4, 2002, June 18, 2003 and July 1, 2004, is made with respect to the following facts and circumstances:

### **RECITALS**

**WHEREAS**, on December 19, 2006 and January 9, 2007, the City Council held a closed session to evaluate Soley's performance as City Attorney under the terms of his Employment Agreement; and

**WHEREAS**, the City Council has determined that Soley's performance under the terms of his Employment Agreement is satisfactory and merits an increase in salary; and

**WHEREAS**, Soley's current salary of \$143,810.37 per annum is approximately twenty eight percent (28%) below the average of City Attorney salaries for the Bay Area region cities which have a similar position, as shown by a salary survey provided by the City's Human Resources Department; and

**WHEREAS**, Soley last received an increase in salary on January 1, 2003; and

**WHEREAS**, in order to bring Soley's salary closer to the average, the City will pay his share of the CalPERS Retirement Benefit (EPMC) which currently is 9%; and

**NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:**

### **AGREEMENT**

1. Section 2, Compensation, on pages 1 and 2 of said Employment Agreement is amended to add the following: "E. Effective January 1, 2007, City agrees to increase Soley's salary by five percent (5%) to \$151,000.89. City agrees to evaluate Soley's performance at least on an annual basis, with the next performance review to occur no later than on or about November 1, 2007. The City Council shall review Soley's compensation at that time, and may provide increases thereto, subject to a finding of satisfactory performance as expressed in a resolution adopted by the City Council.
2. Section 2C, Compensation, on pages 1 and 2 of said Employment Agreement is amended to strike the following sentence: "Further, Soley shall contribute seven percent (7%) of Soley's salary as his contribution to PERS." and replace with the following sentences: "Further, the City shall pay both the Employer and Employee share of the CalPERS Retirement contribution. This payment shall be known as the EPMC and shall be included in the CalPERS calculation for



retirement as allowed under the CalPERS regulations. If any portion of the payment is not allowed under the regulations, said portion shall be included in the base salary. Additionally, to qualify for such payment with CalPERS, the City Attorney position shall belong to the member unit of *Council Appointed Executives*. This unit will be made up of the City Attorney and the City Manager. This payment shall be effective as soon as practicable under the CalPERS regulations, no sooner than January 1, 2007, and to the extent allowable under CalPERS laws and regulations made retroactive to January 1, 2007. If CalPERS does not allow for the retroactivity, said dollars associated with the EPMC between January 1, 2007 and the date allowed shall be paid by the City through a deferred compensation plan such as a 401A plan or 457 plan or some other similar plan for Soley.

3. All other terms and conditions of said Employment Agreement shall continue in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have executed this Fourth Amendment to Employment Agreement as of the \_\_\_\_\_ day of \_\_\_\_\_, 2007.

**CITY OF VALLEJO, A Municipal Corporation**

\_\_\_\_\_  
FREDERICK G. SOLEY

\_\_\_\_\_  
ANTHONY J. INTINTOLI, JR.  
Mayor

ATTEST:

\_\_\_\_\_  
MARY ELLSWORTH  
City Clerk

Approved as to Content:

\_\_\_\_\_  
DENNIS MORRIS  
Director of Human Resources

**COUNCIL COMMUNICATION**

Date: March 27, 2007

**TO:** Honorable Mayor and Members of the City Council

**FROM:** Craig Whittom, Assistant City Manager / Community Development *W*  
Brian Dolan, Development Services Director *BD*  
Don Hazen, Planning Manager *DH*

**SUBJECT:** Consideration of a Mitigated Negative Declaration, Zoning Map Amendment #05-0002 to rezone two parcels from Intensive Use Limited (IU-L) to Planned Development Residential (PDR) and a Planned Unit Development (Master Plan / Unit Plan) #05-0012 to construct six detached single family manufactured homes. The project is named Paissano Village and is located on Illinois Street approximately 500 feet west of Broadway and 1,050 feet east of Sonoma Boulevard at Fern Street.

**BACKGROUND AND DISCUSSION*****Zoning Map Amendment***

The project proponent is requesting a Zoning Map Amendment for this project site because the existing zoning designation (Intensive Use Limited Zoning - IU-L) does not permit residential uses and is not consistent with the General Plan land use designation of High Density Residential. Rezoning the subject property to Planned Development Residential (PDR) will create a zoning designation that is "Clearly Compatible" with the site's General Plan land use designation. Such a rezoning would allow the development of the residential project proposed by the applicant as described below.

***Planned Development – Master Plan / Unit Plan***

The Planned Development (master plan/unit plan) would facilitate the construction of six two-story detached manufactured dwelling units. The proposed homes would have a combination of wood and horizontal lapped siding and a composition roof for exterior materials. The units would range in size from 1,542 square feet to 1,634 square feet and would be contemporary in design. Each unit will contain three bedrooms, three bathrooms, kitchen, dining room, optional den (on four of the units), and a two car garage.

The proposed lot sizes would range in size from 2,936 square feet to 3,915 square feet and the overall project density would be 12.76 units per acre (maximum density allowed by the General Plan is 17.4 units or more). Allowing a reduction in the overall density will make this project more compatible with the existing residential density surrounding the project site. The project would also create a transition in land use between existing residential uses constructed primarily between 1920 and 1940 and the adjacent commercial/industrial uses to the east of the project site.

The project conforms to the Housing Element goal on page 66 of the Housing Element which states in part, "*The City may also consider re-zoning underutilized land in commercial zones for residential use for other purposes, such as revitalization of areas with stagnating or declining economic activity.*" The proposed project would facilitate the development of two lots that are underutilized and would provide a buffer between the surrounding less intensive residential uses and non-residential uses.

The master plan/unit plan furthers the stated purpose of the Planned Development Residential district by providing a compact and well designed residential neighborhood. The proposed six unit development, as conditioned, uses a variety of exterior materials and colors to create a visual interest and to identify each individual home. In addition, the Planning Commission added conditions requiring the applicant to add porches on the elevations for the two units that front onto Illinois Street and to enhance the exterior facades to reflect the character of the neighborhood. The proposed design minimizes the visual impact of garages and uncovered parking spaces as viewed from Illinois Street by setting the garage approximately eleven feet behind the front portions of the homes to screen them from public view.

A tentative map application creating six residential lots for the site was initially reviewed by the Planning Commission on November 20, 2006 and is scheduled for final action on April 17, 2007.

### ***Inclusionary Housing***

The Planning Commission is currently considering the Inclusionary Housing requirement. It has not been determined whether the City Council will apply these potential new regulations retroactivity to projects already under consideration by the City or to projects of this size.

### ***Public Comments and Project Issues***

At the Planning Commission public hearing, neighbors submitted a petition that cited the following concerns with the project.

- Population Density – Neighbors were concerned that the proposed project would cause a decline in property values if constructed at the proposed density.

The applicant is proposing to rezone the project site to Planned Development Residential. The Planned Development Residential zoning district allows for a flexibility of design and development standards. The proposed zoning is consistent with the General Plan designation of High Density Residential which allows a density of 17.4 units or more per acre. The proposed project would have a density of 12.76 units per acre. The Planning Commission concluded that the reduced density is appropriate for the project site, because the existing properties in the surrounding neighborhood have a lower density. The surrounding density is approximately 10.8 units per acre.

- Traffic and Streets – Neighbors expressed concern that an increase in traffic and a deterioration of the street quality would result from the project. The neighbors felt the

proposal would create an adverse impact to Nebraska Street, Illinois Street, Fern Place, El Dorado Street and Sutter Street.

Based on the assessment of the City Traffic Engineer, the Planning Commission concluded that the average number of trips per day (approximately sixty) would not have an adverse impact on the surrounding neighborhood and was well within the carrying capacity of the local streets.

- Sewer and Flood Issues – Neighbors were concerned about flooding and storm drain backups as a result of the increased number of homes.

The proposed project is located within the 100-Year Flood zone. However, the applicant will be required to comply with the City's Flood Management regulations. To comply with the regulations the applicant is proposing to raise the finished floor elevations of the habitable space by approximately three feet. Staff conferred with the Vallejo Sanitation and Flood Control District. The District stated that the amount of storm runoff generated by this project would be negligible on the pre-existing flooding conditions. The District has future plans to improve the storm drain system in this area.

- Lighting – Neighbors were concerned that the surrounding neighborhood is poorly lit, and the proposed manufactured homes would increase crime in the neighborhood.

The Planning Commission concluded that the conditions placed by staff with regards to crime prevention were sufficient to mitigate this concern raised by the neighbors. These conditions included onsite security lighting and low growing shrubbery along Illinois Street to allow police visibility of the site.

### ***Conclusion***

On November 20, 2006, the Planning Commission considered the project for a recommendation to the City Council. The Planning Commission concluded that the Initial Study would not have an adverse effect on the health, safety and general welfare of the surrounding neighborhood. The Planning Commission further concluded that the proposed Zoning Map Amendment and Planned Development master plan/ unit plan, are consistent with the goals and policies of the Vallejo General Plan and the Vallejo Zoning Ordinance. The Planning Commission after hearing all testimony and reviewing the information provided in the Planning Commission packet regarding this project voted 5-0 to recommend that the City Council approve the project as recorded in the official minutes from the November 20, 2006 Planning Commission Meeting.

### **RECOMMENDATION**

The proposed rezoning would correct an inconsistency between the current residential General Plan designation of the property and the Intensive Use Limited zoning. It would also facilitate a project that is of a higher density than surrounding development but not so high as to be

incompatible with the existing character of the area. The proposed project will also create a transition between existing single-family homes and commercial uses. Both staff and the Planning Commission support the rezoning of the project.

### **ALTERNATIVES CONSIDERED**

When analyzing this project, staff considered two alternatives, one requiring the applicant to provide a higher housing density and the second alternative to maintain the current zoning. Staff considered requiring the applicant to provide a higher housing density consistent with the residential General Plan designation, however, this alternative would have created an incompatibility with the existing density of single family homes. Staff did not recommend denial of the rezoning because that would allow the inconsistency between the Zoning designation (Intensive Use Limited) and the General Plan designation (High Density Residential) to remain. The proposal to rezone the property to Planned Development Residential was considered the preferred option as that zoning would allow development compatible with the neighborhood with respect to density and the property would be consistent with the General Plan designation.

### **ENVIRONMENTAL REVIEW**

An Initial Study was prepared for the project and the analysis concluded that the project will not have a significant impact on the environment provided that certain mitigations are incorporated as conditions of approval (Attachment E of the November 20, 2006 Planning Commission Report). Staff identified that the project may have potential impacts to Air Quality, Cultural Resources, Hydrology and Water Quality, and Noise as a result of construction activities. However, the mitigation monitoring program will ensure that the impacts to the surrounding neighborhood will be less than significant. A Notice of Intent to adopt a Mitigated Negative Declaration was prepared and made available to the public for review on October 25, 2006 (See Attachment B in Exhibit 4). No comments pertaining to the Initial Study were received.

### **PROPOSED ACTION**

1. Adopt a resolution approving the Mitigated Negative Declaration, holding on first reading, an ordinance amending the Vallejo Zoning Map from Intensive Use Limited to Planned Development Residential (Zoning Map Amendment #05-0002), and holding on first reading, an ordinance approving the Planned Development Residential Master Plan/Unit Plan. (Planned Development Master Plan/Unit Plan #05-0012).

### **DOCUMENTS ATTACHED**

- Attachment A - Resolution approving the Mitigated Negative Declaration, Zoning Map Amendment and adoption of the Planned Development Master Plan/Unit Plan
- Attachment B - Zoning Map Amendment Ordinance
- Attachment C - Ordinance adopting the Planned Development Master Plan/Unit Plan
- Attachment D - Conflict of Interest Map
- Attachment E - November 20, 2006 Planning Commission Minutes
- Attachment F - Petition to the Planning Commission

Attachment G - November 20, 2006 Planning Commission Staff Report With Attachments

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RESOLUTION NO. \_\_\_\_\_ N.C.

SECTION 1. GENERAL FINDINGS

BE IT RESOLVED by the City of Vallejo as follows:

THAT WHEREAS, on November 20, 2006, the Planning Commission held a public hearing to consider recommending the following actions:

- 1) Adoption of a Mitigated Negative Declaration,
- 2) Adoption of Zoning Map Amendment #05-0002 to reclassify Assessor Parcel Numbers 0056-024-080 and 0056-024-090 from Intensive Use Limited (IU-L) to Planned Development Residential (PDR),
- 3) Approval of Planned Unit Development (Master Plan/Unit Plan) #05-0012 to construct six manufactured single family homes, and

WHEREAS, on November 20, 2006, on completion of the public hearing, the Planning Commission voted 5-0 to recommend that the City Council adopt or approve the above actions; and

WHEREAS, the City Council has reviewed a staff report and other materials provided to the Vallejo Planning Commission regarding the above; and

WHEREAS, the City Council, on March 27, 2007, in the City Council Chambers of City Hall, 555 Santa Clara Street, held a public hearing on the Mitigated Negative Declaration, Zoning Map Amendment, Planned Development (Master Plan/Unit Plan), heard comments, listened to evidence; and

WHEREAS, the City Council finds that consideration and possible Approval of Tentative Map #05-0004 associated with this project should be undertaken by the City of Vallejo Planning Commission after the legislative action entertained presently by the City Council; and

WHEREAS, the City Council finds that the notice of the hearing was given for the time and in the manner prescribed by law; and

WHEREAS, all interested persons filed written comments with the City Clerk at or before the hearing, all persons desiring to be heard were given an opportunity to be heard in this matter, and all such verbal and written testimony was considered by the City Council.

SECTION 2. ENVIRONMENTAL FINDINGS

WHEREAS, the City Council finds that this project is subject to the provisions of the California Environmental Quality Act (CEQA). An Initial Study was prepared for the project, indicating that the project will not have a significant impact on the environment provided that certain mitigations are incorporated as conditions of approval. A Notice of Intent to adopt a Mitigated

Negative Declaration was prepared and made available to the public for review on October 25, 2006.

WHEREAS, the City Council finds that the proposed project will not have a significant adverse impact on the environment if the mitigation measures identified in the environmental section of the staff report are followed.

### SECTION 3. ZONING MAP AMENDMENT

WHEREAS, the City Council finds that the Zoning Map Amendment is consistent with the Goals, Objectives, Policies, and intent of the Vallejo General Plan in that:

1. The General Plan Land Use element currently designates the property as High Density Residential.
2. The proposed rezoning to Planned Development Residential is "Clearly Compatible" with the General Plan designation.
3. A High Density Residential General Plan designation allows densities of 17.4 units per acre.
4. The proposed project would have a maximum density of 12.76 units per acre, well within the allowed density.
5. The Zoning Amendment is consistent with the Housing Element by facilitating the production of housing (Goal A), facilitating the production of housing within the community (Policy A), increasing the range of housing opportunities for all residents of Vallejo (Goal B).

### SECTION 4. PLANNED DEVELOPMENT

WHEREAS, the City Council finds that the proposed Planned Development (Master Plan/Unit Plan) meets all the requirements of Vallejo Municipal Code section 16.116.060 in that:

1. The Master Plan is consistent with the intent and purpose of the Vallejo General Plan.
2. The Master Plan furthers the stated purpose of the planned development district.
3. The Master Plan is in conformity with public convenience, the general welfare and good land use practice.
4. The Master Plan will not be detrimental to health, safety and general welfare.
5. The Master Plan will not adversely affect the orderly development or the preservation of property values.
6. The Unit Plan is consistent with the intent, purpose and development standards of the Master Plan.
7. The Unit Plan is consistent with the goals and policies of the Vallejo General Plan.
8. The Unit Plan serves to achieve groupings of structures which will, when taken together, result in a well composed urban design, with consideration given to site, height, arrangement, texture, material, color and appurtenances, the relation of these factors to other structures in the immediate area, and the relation of the development to the total setting as seen from key points in the surrounding area.



## ATTACHMENT A

9. The Unit Plan is of a quality and character which harmonizes with, and serves to protect the value of private and public investments in the area.

### SECTION 5. ACTION

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

Adopts the Mitigated Negative Declaration and Monitoring Program; and

Approves the petition for a Zoning Map Amendment #05-0002 to reclassify Assessor Parcel Numbers 0056-024-080 and 0056-024-090 from Intensive Use Limited (IU-L) to Planned Development Residential (PDR); and

Holds on First Reading an ordinance which adopts Planned Development (Master Plan/Unit Plan) #05-0012 to construct six manufactured single family homes and implements Zoning Map Amendment #05-0002.

ADOPTED by the Council of the City of Vallejo at a regular meeting held on March 27, 2007 by the following vote:

## ATTACHMENT B

### ORDINANCE NO. \_\_\_\_ N.C. (2d)

AN ORDINANCE AMENDING NO.558 N.C. AS AMENDED, ENTITLED ZONING ORDINANCE OF THE CITY OF VALLEJO TO REZONE CERTAIN PROPERTY (TAX ASSESSOR NUMBERS 0056-024-080 AND 0056-024-090).

THE COUNCIL OF THE CITY OF VALLEJO DOES ORDAIN AS FOLLOWS:

SECTION 1. The Districts and Zoning Map Section of Ordinance No. 558 N.C. (2d) entitled the Land Use Zoning Ordinance of the City of Vallejo adopted September 29, 1980 as amended, and Chapter 16.08 of the Vallejo Municipal Code, is hereby further amended, and said amendment is shown on the map entitled “The Zoning Map of the City of Vallejo”, which map by reference is made part of said Ordinance No. 558 N.C. (2d).

The real property affected by this amendment consists of two vacant Lots on the north side of Illinois Street approximately 500 feet west of Broadway and approximately 1,050 feet east of Sonoma Boulevard on Illinois Street Solano County Assessor Parcel Numbers 0056-024-080 and 0056-024-090. This amendment was implemented by Zoning Map Amendment #05-0002 and changes the zoning from Intensive Use Limited (IU-L), to Planned Development Residential (PDR).

A true copy of said Zoning Map is on file in the Development Services Department of the City of Vallejo, in City Hall, 555 Santa Clara Street, Vallejo, California, for use and examination by the public.

SECTION 2. Severability.

If any section, subsection, sentence, clause, phrase, or word of this Ordinance is for any reason held to be invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed and adopted this Ordinance, and each and all provisions hereof, irrespective of the fact that one or more provisions may be declared invalid.

SECTION 3. Effective Date.

This Ordinance shall take effect and be in full force and effect from and after (30) days after its final passage.

ORDINANCE NO. \_\_\_\_ N.C. (2d)

AN ORDINANCE ADOPTING MASTER PLAN/UNIT PLAN #05-0012 FOR PAISSANO VILLAGE.

THE COUNCIL OF THE CITY OF VALLEJO DOES ORDAIN AS FOLLOWS:

SECTION 1. The City Council hereby adopts the planned development master plan/unit plan pursuant to Section 16.116.090 of the Vallejo Municipal Code and determines that:

- A. Pursuant to Ordinance No. 900 N.C. (2d), codified in Chapter 16.116 of the Vallejo Municipal Code, the City of Vallejo may, after notice, public hearing, and enactment of an enabling ordinance, approve a combination Planned Development Master/Unit Plan for the development of property upon the determination that the Master/Unit Plan meets the requirements of the ordinance.
- B. Planned Development #05-0012 is the Planned Development Master Plan/Unit Plan for the Paissano Village Project by CLW Partnership.
- C. The City Council has reviewed and approved the proposed Mitigated Negative Declaration and has determined that Planned Development #05-0012 will not have an adverse effect on the environment following implementation of the mitigation measures included in the approved Mitigation and Monitoring Program.
- D. Planned Development #05-0012, as conditioned, is consistent with the land use designation goals, objective, and policies of the Vallejo General Plan.
- E. Planned Development #05-0012 will serve to improve the appearance and make better use of the property.
- F. Planned Development #05-0012 as conditioned, is in conformity with public convenience, and the general welfare and good land use practice.
- G. Planned Development #05-0012, as conditioned, will not be detrimental to health, safety and general welfare. Potential impacts that could result from the project were identified in the Mitigated Negative Declaration prepared to evaluate the impacts. Measures to mitigate these potential impacts have been made conditions of the project, and have been agreed to by the project proponent.
- H. Planned Development #05-0012 will result in a project with high quality architecture and site planning that will not adversely affect the orderly development or the preservation of property values of surrounding land uses.

## ATTACHMENT C

- I. Planned Development #05-0012 creates orderly development of the site consistent with the surrounding properties and improves a currently underutilized industrial parcel.
- J. The Plan, as conditioned, serves to achieve grouping of six manufactured single family residential structures, which will be well related to one another.

Based on the findings herein above, the City Council hereby adopts Planned Development Master Plan/ Unit Plan #05-0012 subject to the mitigation measures and conditions of approval (Exhibit 1) to be satisfied as set forth in the Planning Commission Minutes attached hereto dated November 20, 2006, and incorporated by this reference.

### SECTION 2. Severability.

If any section, subsection, sentence, clause, phrase, or word of this Ordinance is for any reason held to be invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed and adopted this Ordinance, and each and all provisions hereof, irrespective of the fact that one or more provisions may be declared invalid.

### SECTION 3. Effective Date.

This Ordinance shall take effect and be in full force and effect from and after (30) days after its final passage.

**PROJECT CONDITIONS FOR THE MITIGATED NEGATIVE  
DECLARARTION, ZONING MAP AMENDMENT #05-0002, AND PLANNED  
DEVELOPMENT (Master Plan / Unit Plan) #05-0012**

**CONDITION COMPLIANCE REQUIRED PRIOR TO BUILDNG PERMIT  
SUBMITTAL:**

***Planning Division***

1. Prior to submittal of final map, submit a numbered list to the Planning Division stating how each project requirement contained in this report will be satisfied. The list should be submitted to the project planner who will coordinate development of the project.
2. Prior to building permit submittal, submit a complete set of construction plans to the project planner for review and approval.
3. The project shall comply with all mitigation measures outlined in the attached Mitigated Negative Declaration and Mitigation Monitoring Program.
4. Prior to building permit submittal, submit a colors and materials board, showing the exterior architectural materials to be used. T-111 or Panel Siding shall not be used on this project. Exterior materials shall reflect and be respectful of the surrounding homes fronting on Fern & Illinois Streets as stated in the November 20, 2006 Planning Commission Minutes.
5. Prior to the building permit submittal, submit details of the window, door and garage trim to the project planner for review and approval.
6. Prior to building permit submittal, submit details and location of any proposed fencing to the Project Planner for review and approval. Fencing shall comply with Section 16.70 of the Vallejo Municipal Code. The fencing shown on page C-1 of the submitted plans calls for seven (7) foot high wood fencing, the maximum height of fencing shall not exceed six (6) feet per Section 16.70.060F of the Vallejo Municipal Code.
7. Prior to building permit submittal, work with staff to revise the two side elevations for the two units that front on Illinois Street. The revised elevations shall be enhanced architecturally to provide more visual interest as viewed from Illinois Street.
8. Prior to building permit submittal, the applicant shall work with staff to revise the landscape plans to meet City requirements. Submit 2 sets of revised landscaping plans prepared by a registered landscape architect to the Planning Division for review and approval. The requirement for a registered landscape architect may be waived at the discretion of the

## EXHIBIT 1

Planning Manager. Landscape plans shall comply with Chapter 16.70 (VMC), and are to include the following:

- a. The use of a variety of plant materials including perennials and ornamental grasses.
  - b. A minimum of 1 City-approved street tree per unit to be planted at least 6 feet from any sewer line;
  - c. Specification of low growth type species adjacent to doors, windows and walkways;
  - d. Low-water using and drought-resistant plant materials;
  - e. Screening of required backflow preventer;
  - f. All trees to be minimum of 15 gallon, double staked; at least 50% of the proposed shrubs shall be a minimum of 5 gallon;
  - g. Irrigation plan indicating all components of the irrigation system including sprinklers and other outlets, valves, backflow prevention devices, controllers, piping and water usage.
9. Prior to building permit submittal, submit an official stamped certification by a licensed and registered engineer or architect that the proposed project and structure complies with Section 7.98 (Floodplain Management Regulations).

### ***Building Division***

1. Prior to building permit submittal, submit a revised roof plan. The roof valleys as presently illustrated show roof valleys dumping water over and at the property lines
2. Prior to building permit submittal, submit plans showing that the garage walls at the property line have a one-hour construction.

### ***Public Works Department***

1. Prior to building permit submittal, submit a numbered list to the Planning Division stating how each condition of project approval contained in this report will be satisfied. The list should be submitted to the project planner who will coordinate development of the project. (PW1)
2. Prior to building permit submittal, apply to FEMA for a letter of Map Revision (LOMR) and secure their approval.
3. Comply with the City of Vallejo Flood Damage Protection Ordinance (Section 7.98 of the Vallejo Municipal Code).
4. Prior to building permit submittal, submit a geotechnical investigation report for this project for review.

## EXHIBIT 1

5. Prior to building permit submittal, submit a site grading, drainage, improvement, utility and landscaping and irrigation plans for review and approval. Site plan shall show all proposed and existing improvements and utility services. Secure approval of the site plan prior to building permit submittal.
6. Prior to building permit submittal, establish a common access, drainage, parking and utility easements within the common area for the benefit of all six units.
7. Prior to building permit submittal, underground overhead utility wires fronting the property. All proposed utility wires serving the lots shall be under-grounded.
8. Dedicate a six foot wide Public Utility Easement along Illinois Street fronting the property.
9. Prior to building permit submittal, submit an address map for review and approval.
10. Owner of the property shall request in writing from the Public Works Department to assign an address for each lot.
11. Prior to building permit submittal, submit three sets of plans to the Department of Public Works for plan check review and approval. (Improvement or civil plans are to be prepared by a licensed civil engineer.) Plans are to include, but may not be limited to, grading and erosion control plans, improvement plans, joint trench utility, street light plans, and landscaping, irrigation and fencing plans and all supporting documentation, calculations, and pertinent reports. (PW3)
12. Prior to building permit submittal, or acceptance of grading, compaction test results and certification letter from the project soils engineer and civil engineer confirming that the grading is in conformance with the approved plans must be submitted to Public Works for review and approval. Test values must meet minimum relative compaction recommended by the soils engineer (usually at least 90 percent). (PW8)
13. Obtain a street excavation permit from the Department of Public Works prior to performing any work within City streets or rights-of-way, or prior to any cutting and restoration work in existing public streets for utility trenches. All work shall conform to City standards (PW 10).

## EXHIBIT 1

14. Prior to building permit issuance, obtain an encroachment permit from the Department of Public Works for all work proposed within the public right-of-way (PW 11).
15. Prior to building permit submittal, submit a traffic control plan to the Department of Public Works for review and approval (PW 12).
16. Prior to approval of construction plans, provide bonds and pay applicable fees. Bonding shall be provided to the City in the form of a "Performance Surety" and a separate "Labor and Materials Surety" in amounts stipulated by City ordinance (PW 15).
17. The project is located within the 100-year flood zone and shall therefore comply with Chapter 7.98 – Flood Damage Protection, VMC. Prior to obtaining a grading permit, apply to the Federal Emergency Management Administration (FEMA) for a Conditional Letter of Map Revision (CLOMR). Prior to building permit submittal, apply to FEMA for a letter of Map Revision (LOMR). Prior to obtaining a certificate of occupancy or acceptance by the City, whichever is applicable, obtain an approved Letter of Map Revision from FEMA. It will take FEMA at least 90 days to obtain CLOMR or LOMR. FEMA can be contacted by telephone at 9415)923-7177, or FEMA, Mitigation Division, Building 105, Presidio of San Francisco, San Francisco, CA 94129-1250. (PW18)
18. Prior to building permit submittal, submit a final a final map prepared by a qualified civil engineer or land surveyor for review and approval. (VMC 15.12.030)
19. Prior to recording the final or parcel map, the owner shall pay the City charges required by Solano County for providing copies of the recorded map to the City (\$15.00/Sheet).
20. Pay the map checking fee. (Resolution No. 02-55 N.C.)

### ***Water Division***

1. Submit a numbered list to the Water Division stating how each condition of project approval will be satisfied.
2. All water system improvements shall be consistent with the Vallejo Water System Master Plan, 1985, prepared by Kennedy/Jenks Engineers. Prior to building permit submittal, water system improvement plans shall be submitted to the Water Division for review and approval, and shall contain at least:
  - b. Location and size of domestic service connection(s).



## EXHIBIT 1

- c. Location and size of irrigation service connection(s).
  - d. Location of fire hydrants.
  - e. Location of structures with respect to existing public water system improvements such as mains, meters, etc.
  - g. Location and size of backflow prevention devices (required on water service connections to irrigation systems, certain commercial water users, and to commercial fire sprinkler systems, per City Ordinance 922 N.C. (2d).
3. Fire flow and pressure requirements of the Fire Department shall be satisfied. Fire flow at no less than 25 psig residual pressure shall be available within 1000 feet of any structure. One half of the fire flow shall be available within 300 feet of any structure.
    1. For single family residential units, the fire flow is 1500 gpm.
    2. For other developments, see the Vallejo Water System Master Plan, 1985, prepared by Kennedy/Jenks Engineers and its latest update by Brown and Caldwell dated April 1996
  4. Prior to building permit submittal, hydraulic calculations demonstrating that the fire flow required by the Fire Marshall is satisfied shall be submitted to the Water Superintendent.
  5. Fire hydrant placement and fire sprinkler system installation, if any, shall meet the requirements of the Fire Department. For combined water and fire services, the requirements of both the Fire Department and the Vallejo Water System Master Plan, with latest revisions shall be satisfied.
  6. Each lot or unit shall be metered separately.
  7. Prior to building permit submittal, hydraulic calculations shall be submitted to the Water Division demonstrating that the fire flow requirements are complied with.
  8. Water service shall be provided by the City of Vallejo following completion of the required water system improvements and payment of applicable fees. Performance and payment bonds shall be provided to the City of Vallejo prior to construction of water system improvements. Fees include those fees specified in the Vallejo Municipal Code including connection and elevated storage fees, etc. and fees for tapping, tie-ins, inspections, disinfection, construction water, and other services provided by the City with respect to the water system improvements. The Water Division may be contacted for a description of applicable fees.
  9. The water service (if existing) on site may not meet Plumbing Code requirements for the number of fixture units in this development. Submit

plumbing calculations that show the existing water service and/or meter size meets the current Plumbing Code requirements. If it does not, upsize the water service and meter size to recommended size. Application for water service changes should be directed to Water Engineering at 202 Flemming Hill Road, Vallejo, CA 94589.

***Vallejo Sanitation and Flood Control District***

1. Prior to building permit submittal, a VSFCD Connection Permit is required. Pay all applicable review and connection fees.
2. Prior to building permit submittal, submit a revised site utility plan showing the storm drain and sanitary sewer system within the lots private. The District's responsibility shall be from the ROW to the District's facility.
3. The existing sanitary sewer on the easterly side of your subdivision shall be protected and not encroached upon.
4. All individual parcels shall drain and sewer directly to the public system. Prior to building permit submittal, submit complete improvement plans and supporting documentation illustrating that the individual parcels drain and sewer directly to the public system. Please show the location of the sanitary sewer and cleanout on the site utility plan.
5. Prior to building permit submittal, the property owner shall submit a proposed easement description for approval by the District. Vallejo Sanitation and Flood Control District pipeline facilities shall be located in a 15 foot wide easements or street right-of-way.
6. Prior to building permit submittal, please show a manhole over the 12-inch SD pipe at the property line. Please show a Vallejo Sanitation and Flood Control District cleanout over the 6-inch SS pipe at the property line. The intention of this is to make the systems discernible between what is public and what is private. Please show the location on the drawings.
7. The sanitary sewer pipe size in Illinois Street is 15 inches not 18 inches.
8. Prior to building permit submittal, resubmit the design drawings showing the corrections above.

***Fire Prevention***

## EXHIBIT 1

1. Prior to building permit submittal, resubmit plans showing an adequate roadway width. Access roads shall have an unobstructed width of not less than 20 feet. (2001 California Fire Code 902.2.2.1)
2. In Residential (Group R) Occupancies, single station smoke detectors shall be installed prior to occupancy/final building inspection in each sleeping area and at a point centrally located in the corridor or area giving access to each separate sleeping area. When the dwelling unit is of more than one story (including basement) there shall be a smoke detector on each story. When a story is split into more than one level, the smoke detector shall be installed on the upper level. (2001 CBC Section 310.9.1.1).
2. Prior to building permit submittal, submit a numbered list to the Fire Prevention Division stating how each condition of project approval will be satisfied.
3. Prior to building permit submittal, the applicant shall install an approved and tested water supply system capable of supplying the required fire flow as determined by the Fire Chief. Water supply systems for staged construction shall provide required fire flows at all stages. (2001 CFC Section 901.4)
4. Additional fire hydrants may be needed, prior to building permit submittal, submit a complete set of plans for review and approval. Prior to building permit submittal, submit a complete set of plans for review and approval. All fire hydrants are to have a "blue dot" high way reflector installed on the adjacent street of the driveway to clearly identify the fire hydrant locations (2001 CFC Section 903, Appendix III-B)

### CONDITION COMPLIANCE REQUIRED PRIOR TO OCCUPANCY/FINAL INSPECTION:

#### ***Planning Division***

1. Prior to final occupancy install required landscaping as illustrated on the approved landscape plan.
2. Prior to occupancy/final building inspection, install landscaping and irrigation per approved plans. The landscape architect shall verify in writing that the landscaping and irrigation have been installed in accordance with the approved landscaped plans with respect to size, health, number and species of plants and the overall design concept.
3. Obtain an inspection from the Planning Division prior to occupancy/final building inspection. All inspections require a minimum 24-hour notice. Occupancy permits shall not be granted until all construction and

landscaping is complete and final in accordance with the approved plans and required conditions of approval or a bond has been posted to cover all costs of the unfinished work as agreed to by the Planning Manager.

***Public Works***

1. Prior to occupancy, remove and replace broken curb, gutter and sidewalk fronting the property as determined in the field by the City Engineer. (VMC, 10.04). Obtain a sidewalk permit from the Public Works Department prior to any work.
2. Prior to final occupancy, install frontage improvements as determined in the field by the City Engineer.
3. Prior to occupancy/final building inspection, install the improvements required by Public Works including but not limited to streets and utilities. (PW16)
4. Prior to occupancy/final building inspection, remove and replace any broken curb, gutter, sidewalk or driveway approach as directed in the field by the City Engineer. (PW17)
5. Prior to release for occupancy, plant street trees in accordance with Vallejo Municipal Code, Section 15.06.190 and Regulations and Specifications for Public Improvements, Section 3.3.48. The list of approved trees is available in the office of the Public Works Director. The minimum standard shall be at least one tree for each 50 feet of street frontage or fraction thereof, including secondary or side streets. Street tree(s) shall be inspected by Public Works Landscape Inspector prior to release for occupancy. (PW19)
6. Prior to occupancy, install required street tree fronting the property along Illinois Street. Street tree shall be selected from the City's approved street tree list. (VMC, Section 15.06.190 and Regulations and Standard Specifications Section 3.3.48)

***Fire Prevention***

1. Prior to occupancy/final building inspection, install approved numbers or addresses on all buildings in such a position as to be clearly visible and legible from the street. Residential buildings shall have numerals or letters not less than 3 inches in height, and approved color that contrasts the background. Commercial occupancies shall have numerals or letters not less than 6 inches in height of contrasting background, and illuminated at night (2001 CFRC Section 901.4.4; added VMC Section 12.28.170)

## EXHIBIT 1

2. Prior to final occupancy/final building inspection, all applicable fees shall be paid and a final Fire Prevention inspection shall be conducted. All meetings and inspections require a minimum 24-hour advance request.
3. Prior to occupancy/final building inspection, install “No Parking/Fire Lane” signs along interior access roadways, in locations where vehicle parking would encroach on a 20-foot clear width of roadway (CVC Section 22500.1; CalTrans Traffic Manual sign #R26F).
4. In Residential (Group R) Occupancies, single station smoke detectors shall be installed prior to occupancy/final building inspection in each sleeping area and at a point centrally located in the corridor or area giving access to each separate sleeping area. When the dwelling unit is of more than one story, (including basement) there shall be a smoke detector on each story. When a story is split into more than one level, the smoke detector shall be installed on the upper level.

### *Water Department*

1. Prior to occupancy or final building inspection, install water appropriately sized water system improvements as required. Backflow device shall be installed in compliance with the Vallejo Municipal Code and in areas hidden from public view and/or shall be mitigated by landscaping.
2. Individual water services/meters for these units shall be situated only along the frontage at Illinois Street.

### *Vallejo Sanitation and Flood Control District*

1. If comments from VSFCDD and the City of Vallejo call for differing standards of development, the higher standard shall apply.
2. If any of the VSFCDD comments are in conflict with comments from the City of Vallejo request clarification.
3. Applicant shall pay all fees (plan review fees, connection fees, etc.) required by VSFCDD for the subject project.
4. Prior to occupancy/final building inspection, provide a standard VSFCDD cleanout at the right-of-way/easement line per District standards and a two-way cleanout at the building per U.P.C.
5. Direct roof drainage across non-paved areas prior to entering storm drain inlets and gutter, when feasible.

6. VSFCDD comments shall be understood to require modification of the project to any extent necessary to meet VSFCDD requirements, unless specifically stated.
7. Prior to occupancy, install VSFCDD cleanout per standard drawing number seventeen.
8. Prior to occupancy, install VSFCDD manhole (Sanitary and Storm Drain) per standard drawing number seven and eleven.
9. The VSFCDD would prefer the public portion of the sanitary sewer pipe material to be PVC SDR 26.
10. VSFCDD personnel shall inspect all work on the District's system.

***Crime Prevention***

1. Street number shall be displayed in a prominent location and be easily visible to oncoming emergency vehicles. The numbers shall be illuminated during darkness.
2. Post signs and paint curbs red which have emergency vehicle access lanes.
3. There shall be an illuminated map of the complex affixed at the entrance to the property that allows the viewer to see his/her location and the location of the units on the property.
4. All exterior lighting shall be sufficient to establish a sense of well-being to pedestrians and to facilitate the recognition of persons at a reasonable distance.
5. Metal halide bulbs are recommended.
6. All exterior lighting shall not trespass onto other adjoining properties.
7. Landscaping shall not block or obstruct the view of any door, window, or lighting fixture.

**STANDARD REQUIREMENTS**

***Planning Division***

1. Construction-related activities shall be limited to between the hours of 7 a.m. and 6 p.m., Monday through Saturday. No construction is to occur

## EXHIBIT 1

on Sunday or federal holidays. Construction equipment noise levels shall not exceed the City's maximum allowable noise levels.

2. T-111 or panel siding shall not be used on this project.
3. All landscaping and fencing surrounding the proposed use shall be maintained in a clean, attractive, and well kept condition and any dead or dying material shall be replaced promptly. There shall be no barbwire or razor fencing allowed.

### ***Public Works***

1. All public improvements shall be designed to City of Vallejo standards and to accepted engineering design standards. The City Engineer has all such standards on file and the Engineer's decision shall be final regarding the specific standards that shall apply.
2. Surface runoff from the site shall be intercepted on site and piped into the public storm drain system (No sidewalk cross drains allowed). Show the point connection of drainage pipe to public storm drain system. Surface drainage of each lot shall be directed to the court and shall not cross neighboring lots, unless a Homeowner Association established to maintain the private storm drain system.
3. The driveway approach and the common driveway inside the project shall not be less than 25 feet in width.
4. Multiple trenches require grinding and overlay along Illinois Street. Limit of work shall be determined by the City Engineer.
5. Water meters shall not be located with the driveway approach.
6. Identify public and private sanitary sewer and storm drain lines in the common court.
7. Prepare and record Codes Covenants and Restrictions (CC&Rs) and a Private Road/Access Maintenance Agreement that shall be reviewed prior to recording by the Planning Division, Public Works Department and the City Attorney.
8. Remove and replace broken curb and gutter fronting the property as determined I in the field by the City Engineer. (VMC, Section 10.04)
9. Entrances to any private project must be standard driveway approaches unless deviation is permitted by the City Engineer. (PW9)

## EXHIBIT 1

10. Construction inspection shall be coordinated with Public Works and no construction shall deviate from the approved plans. (PW13)
11. The project design engineer shall be responsible for the project plans. If plan deviations are necessary, the project engineer must first prepare a revised plan or details of the proposed change for review by Public Works and, when applicable, by Vallejo Sanitation and Flood Control District. Changes shall be made in the field only after approval by the City. At the completion of the project, the design engineer must prepare and sign the "as built" plans. (PW14)
12. Standard driveway and approach shall be per City standard. (VMC Section 16.62.150)
13. All public improvements shall be designed to City of Vallejo standards and to accepted engineering design standards. The City Engineer has all such standards on file and the Engineer's decision shall be final regarding the specific standards that shall apply (PW 2).
14. Site grading shall comply with Chapter 12.40 - Excavations, Grading and Filling, (VMC). Prior to issuance of grading permit, submit a soils report for review. An independent soils and geological review of the project may be required. The City shall select the soils engineer with the cost of the study to be borne by the developer/project sponsor (PW 4).
15. In design of grading and landscaping, line of sight distance shall be provided based on Caltrans standards. Installation of fencing, signage, above ground utility boxes, etc. shall not block the line of sight of traffic and must be set back as necessary (PW 5).
16. During grading operations, the project geologist or soils engineer and necessary soils testing equipment must be present on site. In the absence of the soils engineer or his representative on site, the to the Department of Public Works shall shut down the grading operation (PW 6).
17. All dust and erosion control shall be in conformance with City standards and ordinances (PW 7).

### ***Fire Prevention***

1. The project shall conform to all applicable requirements of Title 19 (2001 CFC and all VMC Amendments)
2. Should security gates be desired at any entrances to the project, they shall be provided with a Fire Department approved entry system.



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3. Development sites shall be maintained weed free during construction. (2001 CFC Section 1103.2.4)
3. Every sleeping room below the fourth story shall have at least one exterior opening for rescue purposes. The opening shall be a minimum of 5.7 square feet, and 20 inches wide by 24 inches high. The finished sill height shall be no higher than 44 inches from the floor. Ladder access shall be provided for buildings over the first floor.

### *Water Division*

1. Easements shall be provided for all water system improvements installed outside the public right-of-way:
  - a. Fifteen feet wide (minimum) for water mains.
  - b. Ten feet wide (minimum) for fire hydrants, water meters, backflow preventers, double detector check valves, etc.
2. Each unit or building structure shall be metered separately.
3. Water service shall be provided by the City of Vallejo following completion of the required water system improvements and payment of applicable fees. Performance and payment bonds shall be provided to the City of Vallejo prior to construction of water system improvements. Fees include those fees specified in the Vallejo Municipal Code, including connection and elevated storage fees, etc., and fees for tapping, tie-ins, inspections, disinfection, construction water, and other services provided by the City with respect to the water system improvements. The Water Division may be contacted for a description of applicable fees.

### *Vallejo Sanitation and Flood Control District*

1. Direct roof drainage across non-paved areas prior to entering storm drain inlets and gutter, when feasible.
2. The following permits are identified as being required from other agencies prior to construction: Building Permit from the City of Vallejo. Additional permits may be required. It is the responsibility of the applicant to determine any and all permits that are required.
3. After the plans are approved, submit a Construction Permit Application (SSI) Form for connection fee calculation (\$20 Submittal Fee). Non-residential developments shall also submit a Pre-treatment Questionnaire for review by VSFCDD Pollution Control Department.
4. Direct roof drainage across non-paved areas prior to entering storm drain inlets and gutter, when feasible.

## EXHIBIT 1

5. All individual parcels shall drain and sewer directly to the public system.
6. Non-VSFCD facilities serving more than one lot will not be allowed.
7. VSFCD's sanitary sewer or storm drains shall not be installed in the rear of any of the lots.
8. All storm drainage shall be collected onsite and conveyed underground to the public storm drain system.

### GENERAL REQUIREMENTS

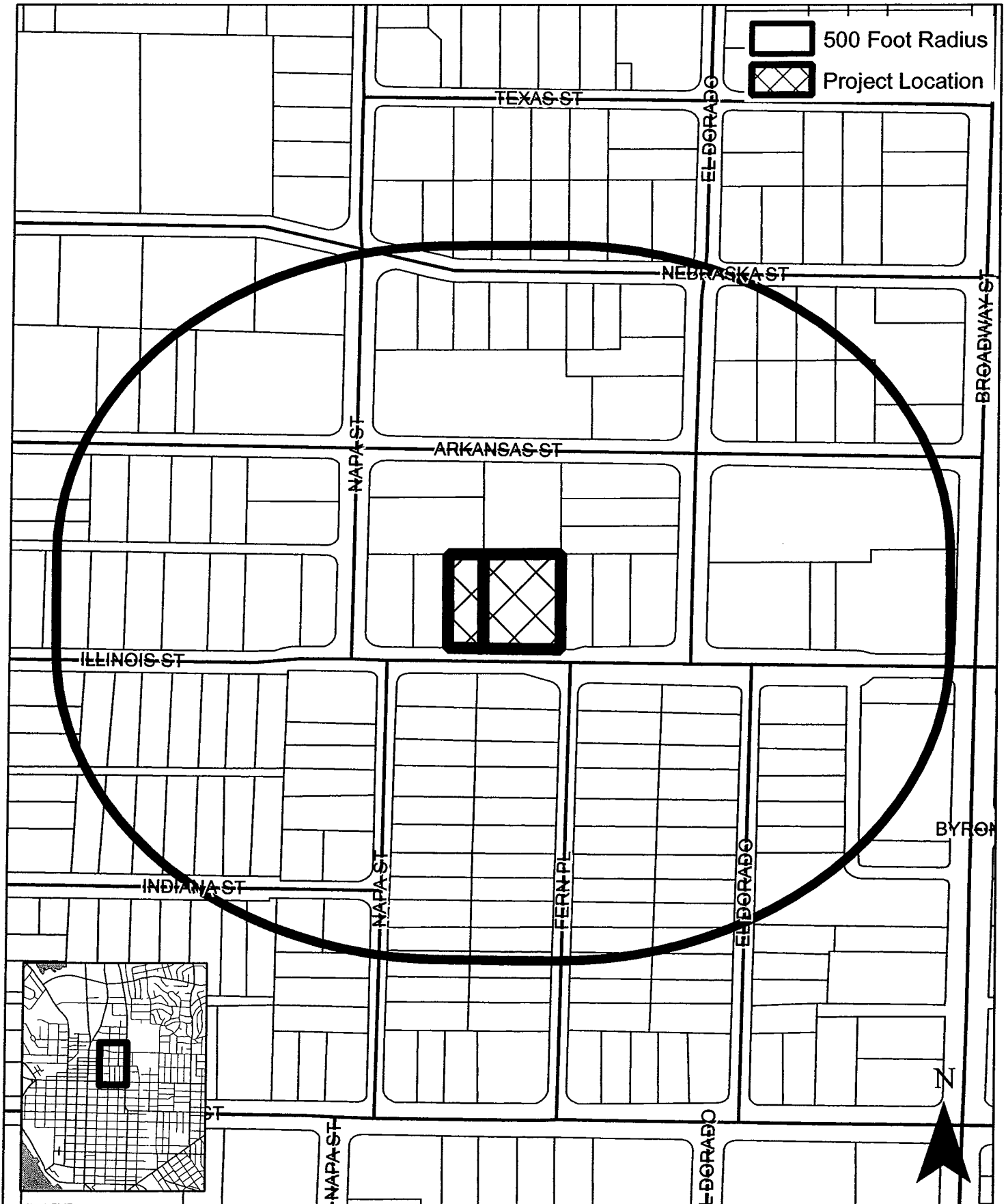
1. All contractors and subcontractors working on the project shall have City of Vallejo business licenses.
2. Construction-related activities shall be limited to between the hours of 7 a.m. and 6 p.m., Monday through Saturday. No construction is to occur on Sunday or federal holidays. Construction equipment noise levels shall not exceed the City's maximum allowable noise levels.
3. Required landscaping shall be maintained in a neat, clean, and healthy condition. This shall include pruning, mowing of lawns, weeding, removal of litter, fertilizing, replacement of plants when necessary, and the regular watering of all plantings.
4. The conditions herein contained shall run with the property and shall be binding on the applicant, and all heirs, executors, administrators, and successors in interest to the real property that is the subject of this approval.
5. All applicable requirements of any law or agency of the State, City of Vallejo and any other governmental entity at the time of the recording of the Final Map shall be met. The duty of inquiry as to such requirements shall be upon the applicant.
6. The subdivider shall defend, indemnify, and hold harmless the City of Vallejo or its agents, officers, and employees from any claim, action, or proceeding against the City or its agents, officers, or employees to attack, set aside, void, or annul, the approval of this subdivision by the City. The City shall promptly notify the subdivider of any action. The City may elect, in its discretion, to participate in the defense of any action.

# Conflict of Interest Map

ATTACHMENT D

Mitigated Negative Declaration, Zoning Map Amendment #05-0002,  
and Planned Development #05-0012

Vacant Parcels on Illinois Street at Fern Street - (APN#'s 0056-024-080 and 090)



Vallejo Planning Commission Minutes  
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I. REPORT OF THE PRESIDING OFFICER AND COMMISSIONERS

None.

J. LIAISON REPORTS

1. Council Liaison to Planning Commission

None.

2. Planning Commission Liaison to City Council

Gerald Davis: Good evening Mr. Chairperson and Commissioners. I would first of all like to congratulate Gail Manning on her appointment to the Planning Commission. We had several excellent candidates and I think we have made a great selection. I wish her well. This is also my first chance to see Mr. Hazen in action, I understand he is the new Planning Manager for the City of Vallejo and I would like to welcome him also. About the biggest thing, and your Chairperson was there last Monday night, was the property that Wal-Mart bought on Redwood and Sonoma Blvd. It was a 5 hour meeting with 58 speakers. The end result was that the Council did vote to proceed with studies such as EIR and Economic Development studies and so forth. We certainly received the letter from the Planning Commission and took that into account. The majority of the Council, which was 4 to 3 in this case, believed that we needed the information to make a rational decision. That was our belief in how we voted how we did. The City Attorney has already mentioned the Inclusionary Zoning, which I personally oppose. That was 6 to 1 and that is the way it goes but the reason I opposed it, just so you know, and I am not lobbying you now, we have many ways of taking care of affordable housing. This was demonstrated most recently by the Bordoni Ranch approval where it was worked out where there would be 20 units of granny houses built into that. We will see what staff comes up with and what your advice on it is. I appreciate all the hard work that you are doing. Any questions?

K.

PUBLIC HEARINGS

**1. Zoning Map Amendment 05-0002, Planned Development 05-0012, and Tentative Map 05-0004.** Applications for six units located at Illinois and Fern Street. Proposed CEQA Action: Mitigated Negative Declaration.

Staff recommends that the Planning Commission recommend City Council approval.

Darren Goon: On your dais tonight there is a handout for the PowerPoint presentation. You will also notice there is a memo to modify Public Works condition of approval #7, located on page 22 of the Staff Report. *Darren read both the old language and the new language.*

The project is located on Illinois Street. There is a neighborhood of existing single family homes are located to the west and south of the subject property. To the north are two detached multi-family residential units. Located to the east of the subject property is a legal non-conforming truck storage and maintenance facility.

There are four components to this project. First it requires a Mitigated Negative Declaration. Staff feels that to rezone the subject property and construct six single

family dwellings could have a significant effect on the environment. However, the negative declaration and the initial study with the mitigation measures should make this project impacts less than significant. This initial study was made available for public review October 25, 2006. With the mitigated negative declaration staff concludes that potential adverse environmental effects of this problem would be less than significant.

The second component of this project is a Zoning Map Amendment. The property is currently zoned Intensive Use Limited (IU-L). The applicant is proposing to rezone this project to Planned Development Residential (PDR). That would yield a density of 12.76 units per gross acre. The General Plan for this property allows a density of 17.4 or more units per acre.

The third component of this project is the Planned Development Master Plan for the six residential units. These would be two-story detached manufactured dwelling units. The applicant will be making a presentation as well, which you have in front of you on the dais.

A couple things I want to point out: Staff is recommending staff is recommending Planning Condition of Approval #4 (Prior to Building Permit Submittal) that would require the applicant to work with staff to redesign and enhance the street-facing building elevations on the two units that are visible from Illinois Street. We felt it was necessary to enhance the most visible sides of the project. The Master Plan basically creates the Zoning for this project. PD allows for a varied amount of uses, setbacks and site development standards. Although the open space for these homes is minimal there is a building setback from property line to the house of about 20 feet.

To further enhance the streetscape and interior landscaping, staff has also recommended a condition that all five-gallon trees be upsized to 15 gallon trees per Planning Condition of Approval #8f (Prior to Building Permit Submittal).

In order to construct the proposed six homes, the two parcels, APN#'s 0056-024-080 and 090 (subject property), must be rezoned from Intensive Use Limited (IU-L) to Planned Development Residential (PDR) (Attachment C). The site development standards for each planned development are established on a case by case basis.

*Darren gave a PowerPoint presentation on the project which included slides showing the parcels that would be rezoned and the zoning of the surrounding parcels, a brief overview of the site plan, landscaping including the fact that the tree size had been upsized to 15 gallon trees, floor plans, elevations, storm water prevention plan and erosion control, site utility plan, and their grading and drainage plan.*

Staff feels that a planned development will create compact and well designed neighborhood that will create an individual open space with each home.

The last component of the project is a tentative map. The site is .47 acres. They want to divide that into six parcels. The proposed parcel sizes range from 1,936 square feet to 3,915 square feet. Lot dimensions would be approximately 54 feet x 72.5 feet. Two of the lots are proposed to be 40.5 feet by 72.5 feet. The remaining two lots would be 45.5 feet by 72.5 feet. Staff reviewed the map with the subdivision review guidelines, and the City's code on tentative maps and found that this project is consistent. Staff feels that this is a good project for this site. We feel that it is going to enhance the area. It will also serve as a transition between the low density uses and the adjacent legal non-conforming uses.

Staff recommends that the Planning Commission forward a recommendation to the City Council **ADOPT** a Mitigated Negative Declaration subject to the mitigation measures contained in this report.

Staff recommends that the Planning Commission forward a recommendation to the City Council to **APPROVE** Zoning Map Amendment #05-0002 subject to the findings and conditions provided in this report.

Staff recommends that the Planning Commission forward a recommendation to the City Council to **APPROVE** Planned Unit Development #05-0012 subject to the findings and conditions provided in this report.

Staff recommends that the Planning Commission forward a recommendation to the City Council to **APPROVE** Tentative Map #05-0004 subject to the findings and conditions provided in this report.

Any questions?

Commissioner Peterman: I remember a few months ago we had an issue with someone who lived near Couch Street with a facility that had a lot of noise nearby where they lived. I noticed that this has a truck maintenance and storage facility. Do you know the hours of that by any chance?

Darren Goon: It is pretty much just a daytime thing. It has been there for many, many years. During my site visits I never saw much activity going on. However, I do not know the exact operation hours or what they store in there.

Commissioner Peterman: There is no actual guest parking except in front of the garages.

Darren Goon: That is correct.

Commissioner Peterman: I love the fact that they are going to replace those chain link fences with wooden fences. I thank you also for increasing the sizes of the trees. I would hope that they would put landscaping along the fences between them and the truck maintenance and storage yards to further dampen that. I am glad that there are backyards so the families can enjoy being in the backyards. Good job with all of that thank you.

Commissioner Turley: The package shows one car garages. However, on the second page it seems that they are two car garages. Can you comment on that please?

Darren Goon: They would be two car garages. The applicant can better explain why the elevations show one car garages but the sit plan shows two car garages. In my conversations with the applicants they have expressed that they will all be two car garages.

Commissioner Turley: Page 2 shows the garages exactly opposite of each other. Is that correct?

Darren Goon: Yes.

Commissioner Turley: I am a little concerned about two people across the street from each other backing out at the same time and causing a problem in the

neighborhood. Is it at all feasible to stagger the garages so when they back out they would not have a chance to back into their neighbor?

Darren Goon: That is something that staff could work out with the applicant. The applicant is in the audience tonight and they have a representative from their manufacturer. They can give you their input on that also.

Commissioner Turley: I think you said there would be an association there, right?

Darren Goon: Condition number 7 that Public Works is modifying says that there would not be an HOA but they would have CC&Rs which are privately enforced.

Commissioner Turley: Would the cleaning and maintaining of the main driveway be included in that?

Darren Goon: There is something that could be added into their CC&Rs.

Commissioner Turley: Standing in the street looking at this project, on the right hand side is where they store these moving trucks, right?

Darren Goon: Correct.

Commissioner Turley: These trucks are roughly 15 feet high. If you put a six foot fence in there, there will be about 9 feet of ugly trucks showing above the fence. How would a 15 foot fence along that one line work so that the houses would be shaded from those ugly trucks parked there?

Darren Goon: Staff would have to research that and check if that could be made as part of the planned development.

Don Hazen: We have had some preliminary discussions with that adjacent property owner. I believe they may in the near future be submitting a residential housing project for that site. In addition to that staff would not recommend a 15 foot high fence. There is just not a lot of activity occurring on that site right now and I think the highest and best use of that underutilized parcel is eventually going to be more of a residential nature. Such a tall barrier would not be a good idea from the Police standpoint of stopping crime. They would not want to create such a blind spot back behind those units.

Commissioner Manning: Thank you for such a nice report. It made my job easy. When you say enhancements on the Illinois Street side, what do you mean by that?

Darren Goon: If you look at the site plan on page two of the attachments there would be a porch of some sort there. Staff would like the opportunity to work with the applicant to come up with an enhanced elevation, something that would give it some visual interest as viewed from Illinois Street so it look more like the front of a house. That could be achieved through several things: landscaping, trim, the addition of a porch.

Chairperson Legalos: On page 25 it refers to the map as a vesting tentative map. We have had some controversy over that language earlier this year. On page one it says it is a tentative map.

Darren Goon: To clarify that, it is a tentative map. The word vesting was a typo on staff's part. We apologize for that.

Chairperson Legalos: I also had a question on the fence and the truck storage. The tentative map shows a seven foot fence. I thought that the height limit in Vallejo was six feet.

Darren Goon: That is correct. Staff added a condition about the modification of the fence. If you give me just a minute I can find that condition for you. That is prior to building permits for Planning, on page 12, Condition number 6. So we have addressed that.

Commissioner Legalos: Thank you. I am sorry I missed that. The last question I have is on the Neg Dec. Some of the items listed in the Neg Dec at the bottom of the page I do not find listed in the check sheet such as aesthetics and there are others.

Don Hazen: I can address that. What is on the cover sheet are all of the categories. Only the ones that are checked off have the mitigation measures. What you are looking at is just the standard form and then the Xs are on the ones that are applicable.

Chairperson Legalos: On the standard form they have not indicated impacts for several areas.

Don Hazen: Only the ones with Xs have impacts.

Chairperson Legalos: Was there an error in the report?

Darren Goon: There was an error underneath the section that says Environmental Factors Potentially Effectuated. It is possible that we may have missed an X or inadvertently put an X somewhere.

Chairperson Legalos: Well the Xs are not there but the items are listed in the report as items where there is an impact. I am looking at the first page of the Neg Dec., the last paragraph where it lists initial study identified potential impacts and you have about eight areas listed there. The checklist does not identify impacts to four of those areas.

Don Hazen: We would want you to look at the actual checklist. The other references are in error. If the City Council ultimately adopts the Neg Dec that cover sheet would be corrected and what gets actually recorded at the Clerk's office will be the actual mitigations based on the checklist itself. I apologize for that confusion.

Chairperson Legalos opened the Public Hearing.

John Piccolo-Wignall: I am the Principal Partner in the CLW Partnership. Primarily I am here to address some of your questions. I would like to address the misspelling of the projects name. It is Paissano Villages, which means good friends in Italian. The reason I came up with that is two fold. My aunt and uncle, who I love very dearly own Paissano's restaurant here in Vallejo. The whole intent of this Paissano Villages Planned Development is to bring together close friends. The intent of marketing this project is for young couples to get a starter home and everyone conversing and watching together to facilitate a proper environment for the growing family. I want to address the access and egress for the project. I sat in detail with the City Engineer regarding the driveways. It satisfied his requirements for backing up. The radius was sufficient to make sure the cars were not going to be backing into each other. It is a relatively small project. I came before this Commission about 18 months ago with the intent of putting apartments on the project. There were some concerns from the neighbors that addressed the preference for having single family homes there. After



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speaking with the Planning Division they basically convinced me to look at PUDs. After a lot of soul searching I was persuaded to look at single family residences in the form of a PUD. I have been working with the City for about a year and a half and I am satisfied with this project. I know there may be some people in the audience that may have some concerns about the water runoff and things of that nature but I have been working with the City for a long time to address all these problems. I have a couple representatives here to speak on my behalf regarding modular homes as well as my Civil Engineer to discuss some of the issues regarding site drainage and soil erosion and things of that nature. Feel free to ask them up whenever you would like. They will be happy to answer any questions you have. Do you have any questions for me?

Commissioner Manning: In your drawings you have pictures of front porches. Do you intend to put front porches on the front of the homes?

John Piccolo-Wignall: Staff has asked me to increase the visual impact of the homes on Illinois Street. Certainly I was planning on doing that as well as the front elevations on the remaining four homes. The plans that you see before you basically came from the factory. They are generic. My intent is to enhance all of the homes whether it be different variations in the pitch of the roof, porches with brick or stone or stucco, or a combination of things. I will do it to all of the houses. I do not want to give special treatment to the ones that face Illinois.

Commissioner Manning: I have a suggestion. I would encourage you to look at the neighborhood around you; particularly on Fern Street. There are great old homes there. There is also the Historic Museum. You could go and look at old homes there.

John Piccolo-Wignall: I welcome your input. You can put any conditions you wish with me having to adhere to the architectural concerns you might have. I am currently doing 8 homes in Fairfield and these questions are not new to me. I am prepared to address them with staff.

Commissioner Manning: I was happy to see that the trees were upgraded from 5 gallon to 15 gallon trees. Have you gotten the tree list from the City?

John Piccolo-Wignall: Yes. I do quality projects. I just want to express that to you tonight. I was born and raised here in Vallejo. This is pretty much my home. I went to school here. I have my name on this project as well as my other projects and I stand by my work.

Commissioner Manning: You will look to the neighborhood around you in picking the trees?

John Piccolo-Wignall: Staff is working with us on a list of trees that will fit the neighborhood.

Commissioner Manning: The Beautification Commission has put together a list of accepted trees for the City of Vallejo. The trees should not only fit the neighborhood but come off that list.

Commissioner Legalos: On the tentative map in between the garages that are built out to the road it shows some dots and dashes. Then Attachment A, which shows the drawing of the façades it shows what looks like a fence that is probably about 4 or 5 feet wide. What is the actual spacing between the garages?

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John Piccolo-Wignall: Between the garages we cannot abut them together. There has to be a one inch separation between them based on staff's recommendation. We are actually separating them by one inch to adhere to the guidelines for an appraisal standpoint. They cannot be like condominiums. They have to be physically separated.

Commissioner Legalos: How does one maintain those walls with only one inch between them?

John Piccolo-Wignall: There will be a façade board covering that up. There is no reason for any maintenance in that one inch space between those walls.

Commissioner Legalos: The material does not need to be painted or cleaned?

John Piccolo-Wignall: No because if you look at the ridge line it is a dado it is not a valley going between the garages. There are going to be pretty much touching gables. There won't be anything coming down there. In actuality there will be a piece of sheet metal about 12 inches long that will actually connect the two. But from a structural standpoint for intensive purposes they will not be attached.

Commissioner Legalos: They will be independent?

John Piccolo-Wignall: Yes.

Commissioner Legalos: This is a small thing. It will just be an architectural enhancement.

John Piccolo-Wignall: Probably.

Otis Orsburn: I am with Silvercrest Western Homes. We are the manufacturers of factory built housing. Essentially what we find with the type of homes that we build is that there is a lot of misconceptions and fears that people have on the quality and durability and the compatibility of our homes with existing neighborhoods. *Mr. Orsburn did a PowerPoint that showed examples of homes his company provides. The quality, enhancements, floor plans, elevations, and manufacturing process were all discussed. All homes meet standard building code. They can have one, two or three garages and there are various types of architecture and models. Factory tours are given every Saturday in Woodland if anyone is interested in coming.*

Commissioner Turley: This type of home is new to me. I would like to ask you how many modules per house that you are going to be building here are there?

Otis Orsburn: With this particular product there are two home sections per home; a lower floor and a second floor.

Commissioner Turley: From the time you set the first module how long does it take to complete that home?

Otis Orsburn: It is really up to the general contractor. Typically a home from start to finish should be about 30 days.

Commissioner Turley: If you build the two or three modules in Woodland why are you then building the garages on site?

Otis Orsburn: It is the difference in elevation. There is a small crawl space in the California built homes and the garages are on grade. There is a crawl space that is transportable and you build the garage to meet the difference in elevation.

Commissioner Turley: So you are saying there is a crawl space under the houses?

Otis Orsburn: Yes there is of about 15 inches.

John Moore, 1132 Tennessee St, Vallejo: My purpose is to share some experiences that I have had with this particular neighborhood over time and also to tell you that I represented the applicant in the acquisition of the property and also the owners of the property to the west and east of the property. About 15 years ago one of my clients wanted to do something similar with this property and unfortunately his partner wanted to do a commercial project. At that time Mike Meiring indicated to us that the City was really looking to do a rezone of the entire area to bring it more in line with its intended use. As you know there is a significant amount of spot zoning in Vallejo. This property at that time was MDR. Seeing what this applicant is wanting to do is bringing to the forefront what the City of Vallejo Planning staff has been trying to do in this neighborhood for the past 15 years. I am certain that the quality of work that he is capable of doing will enhance and encourage other property owners in that neighborhood to bring the same quality projects into that neighborhood. I hope you will give this project your favorable consideration and approve it and recommend to the City Council their approval. Thank you.

Phil Eifstrom: I am here tonight to represent Mr. Buck Kamphausen. We own the property at 623 Broadway, which includes the trucking facility adjacent NE of the property. We have no problems with this project and are very impressed with what we have seen so far. We highly recommend that you approve this project. Thank you.

Chairperson Legalos: Would it be possible to park those trucks on the other side of the lot so that they would not be adjacent to the homes that are being built?

Phil Eifstrom: What I would do is let Mr. Sessler address that. I am just here representing the owner.

Fred Sessler, 617 Amador St, Vallejo: I am here to ask for approval of this particular development. I will address the trucks and boxes that are in the other lot at the other moment. This project is the perfect example of infill which the Council has been asking those of us in the industry to do for some time. I feel that the manufactured home is just as good as one that would be built by any other construction company. I have given the tenant of the property with the trucks and boxes notice to move. I hope to have that cleaned up within the next 30 to 60 days. We do plan a residential project on our property. We do plan to come in and ask you to rezone the other property. Right now these two properties are zoned industrial. That means we could put warehouses into that single-family neighborhood. With his development and our development we think we would be improving that neighborhood very much and cleaning it up. We hope to accomplish something for the City Of Vallejo. I hope you approve this project.

Mike Coakley, 1516 Vervais Ave, Vallejo: I am a property manager and I drive all over town every day trying to locate people and residents. In 1954 I had a girlfriend that lived on that street and I know the neighborhood well. That street is a very narrow street and I understand that. All I see is that looking at that area it has been kind of a blight. I think that what these two owners are trying to do is nothing but positive for Vallejo. It is a step forward. They are fixing the inside of the City first

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which is what I think more cities should do. I hope you give a favorable opinion to this. Thank you.

Jack Ohringer: I am probably the closest person to this project. I live at 1727 Fern but my property does abut the project. I have properties on Illinois and Fern. I like the project. I am very happy that they are not putting apartments there. I would have been very unhappy with apartments. I read in the paper about affordable housing. While I agree with the idea I don't like the way it sounds. It has a temporary affect on the builder and a long term affect on the neighborhood. It is not very pleasant to have your property affected. Anyway I am for the project and as the closest person to it I thought I would express that.

Chairperson Legalos closed the Public Hearing.

Commissioner Engelman: If there are no further statements from the Commission I would like to offer approval of the project.

Two additional speakers came forward, Commissioner Engelman delayed her motion until after they spoke and Chairperson Legalos reopened the Public Hearing.

Cecil Pearson: I have observed this vacant lot for a long time. The housing that is being proposed on there is being rezoned to be a mobile home park. The rezoning is required because the lots are substandard in size. If they built some of the houses that they showed and had some character to them that would be good. There is room for three large homes on that lot, manufactured or not. When you put six on that lot, side by side, it allows for only two car spaces. There are four bedrooms and three bathrooms in each one of those units. That is a bigger potential for four cars to be parked next to that house which is going to overload that parking area since there is only two parking spaces per house. The houses are double stacked. They are only 15 feet wide. They are not 30 feet wide. They are 15 feet wide and 26 feet tall. That is like a big silo with a garage tacked on the side of it. The storage lot next to it would love to see this project go in there because then they would rezone their lot and do the same thing. What we would have is a high-density modular home park. It is not going to fit into the neighborhood because it is just stacked up houses. It is not what they built it is how many they built. The streets there are deteriorating. Our street is almost a gravel road now. Our street is a thoroughfare all the way from Broadway to Sonoma. There is no speed bumps and no stop signs. People travel that street at 40 or 50 miles per hour. If you put a whole bunch more house in there with 4 bedrooms in them it sounds like you would either end up with a whole lot of people in there or a whole lot of kids with traffic zooming down the street. There is poor lighting on the street. Napa Street is the same. All the neighborhood streets are deteriorated and narrow. This project would put a lot of traffic on them. This is a flood area. There is only four storm drains on that street, all the way from Broadway to Sutter. In the last flood that street flooded so much people were running a boat up and down that street. The sewers fill up and backed into the houses. The infrastructure is not ready to be increased with more houses of that density until it is fixed. I don't think they should build it. I need to add that I have a petition that is signed by 58 of the residents opposing this.

Jeri MacDonald: I have heard many people speak here this evening for this project. I actually I actually live in the neighborhood. The neighborhood in which these units are proposed is full of beautiful ornate stucco homes built in the 1930s. I ask that the City Council drive by if they are unfamiliar with the area. People have been restoring, fixing up, painting these homes. They have been putting a lot of money, work and effort into fixing their homes. I have spent \$40,000 on my home so far. I do not want a multi-unit, high-density, over-crowded, and over-stressed, six-unit complex at the

end of my street in a very little lot. If you have not seen the size of this lot please do so. If the developer wants to develop six units that is way too much. I think it would be much too much traffic. The architectural history of the neighborhood is not in mind in this development. Already the developer has cut down a huge palm tree that was on the property and put up a cyclone fence. Garbage continues to grow on this site. I think the neighbors have been very concerned. The developer said he was listening to the residents of the neighborhood. I find that hard to believe. This is the first time I have ever see him. I ask that four units, at most, be allowed on this lot and that they reflect the time period and style of the other homes in this area as you did for the Star Mansion area. The beauty of this neighborhood continues to improve and I would hope that it is not going to be undermined by manufactured housing. I do not think the drawings and material that has been given to the Commission reflects the true nature of this development. Please take this statement to hand. Reconsider what is being built. I do not want my property value to diminish. I want that area to continue to grow and become a beautiful section of Vallejo. Thank you.

Chairperson Legalos reclosed the Public Hearing.

Commissioner Turley: I thought this project was clear sailing until the last two speakers. This gentleman mentioned that he had a petition with 58 signatures against this project. I am just a little disappointed that a large part of these 58 people did not show up tonight to explain their comments in person. However, assuming that the petition is legitimate, I am concerned about these 58 signatures. He also mentioned the storm drains are overloaded. On this project there are a lot of surface areas and all that water is going to be dumped into the street. I am concerned about having to row a boat down the street. I would like to see a little more input from the Commissioners. Just to rubber stamp this project and find out it contributes unfavorably to a bad situation would not be acceptable. Those are my comments for now.

Chairperson Legalos: Because the applicant has asked for an opportunity to respond to some of the concerns that were raised and I am going to reopen the Public Hearing for the second time.

John Piccolo-Wignall: There has been a misinformation campaign that Cecil Pearson has been conducting for the last two weeks. I spoke with Darren Goon a couple weeks ago regarding public comments and there were very minimal public comments to this project. When it was brought to our attention that this individual was going around misinforming the general public about this project my partner and I, over the last three days, have contacted several members that reside in that area and for every single one, with the exception of one or two, we were able to persuade them that this was not a trailer park, these were not inferior homes, these are all built to UBC standards, and in fact our standards exceed the standards required by the Vallejo Building Division. Number two, addressing the issue of the water in the storm drains, the storm last year had an impact on all of the State of California. It was pretty much a 100 year flood. I have my Civil Engineer here tonight who has worked extensively with Mr. Sharife in Public Works to address any concerns about erosion and surface water, and things of that nature. I just wanted to address those two points and if there were any other questions feel free to ask.

Commissioner Manning: Can you tell us roughly how much you are going to ask for each of those homes?

John Piccolo-Wignall: My partner, Ray Jackson, he is an appraiser, and we have estimated for our market the going rate that a 3 bedroom 2 ½ bath home goes for

\$410,000 and the larger units would go for about \$435,000. It is approximately what the current market is for that area.

Commissioner Turley: Mr. Chairperson could you please ask Mr. Cecil Pearson to bring his petition up for us to examine.

Chairperson Legalos: Yes, thank you Commissioner Turley. I would request that Mr. Pearson bring the petition up and give it to Ms. Marshall please.

Commissioner Engelman made a motion that the Commission take a short break to examine the petition.

AYES: Engelman, Turley, Manning, Legalos, Peterman.

NOS: None.

ABSENT: McConnell, Salvadori.

Motion carries.

*The Commission took a seven minute break and reconvened at 8:40 pm.*

Commissioner Turley: Mr. Chairperson do you know of anyone here tonight that knows about the flooding condition on that street in the past. I mean an engineer. Perhaps if Brian Dolan were here tonight, because he has been here a long time, he might know. When this project was approved by Public Works did they take into consideration that these storm sewers were overloaded? Did they take into consideration of all the water that would be collecting on this project dumping into the street? Can you answer that please?

Chairperson Legalos: I think I will ask Mr. Hazen to respond to that.

Don Hazen: The Public Works Department has approved this application and what they submitted to you for your consideration are conditions of approval. In the conditions they do have things related to flooding and hydrology and those sort of infrastructure impacts. There is no Public Works representative here this evening but I think we have to assume that those conditions they recommended are conditions of approval. So these are simply engineering matters that they reviewed when these plans moved forward. We got no indications from Public Works that there are unavoidable impacts that this project did not address to their satisfaction.

Commissioner Turley: Do you happen to know if larger storm drains have been installed since the last flood?

Don Hazen: That I certainly could not tell you but they are not asking for oversized storm drains in this project's conditions of approval.

Commissioner Turley: Mr. Chairperson if this street was flooded out and they were rowing boats down there and you are adding to that situation small storm drains don't make sense.

Chairperson Legalos: I think we need to get some factual information about the flooding situation and potential on that street.

Commissioner Engelman: On page 11 on hydrology and watercology the applicant is required to make mitigations as stated in a letter 2/26/06 by the Waterfront Engineering. They also have conditions from VSFCO. On page 13 the Public Works Department has requires them to comply with the City of Vallejo flood protection.

Prior to building permit submittal a geotechnical report must be submitted for review which will give you your water and drainage and soil circulation. Drainage, irrigation, site grading, utility and landscape plans must be submitted for review and approval. If you start looking through the conditions of approval the staff has been pretty adequate. We have to remember here that we are only a recommending body we are not the final authority. This will be forwarded to the City Council for final approval. It is their jurisdiction for the streets and the conditions of the roads and the condition of landscaping. Our duty is to recommend approval or not. The applicants and the opponents have the right to state their case before the City Council. In the conditions of approval the staff has already made the necessary requirements to mitigate the problems that were brought up tonight. That is happening all over the City with the roads. That is one of the main complaints we hear.

*The first tape stopped and the second one did not click on automatically as it should have. A comment by Chairperson Legalos and one by Commissioner Manning was missed.*

Commissioner Peterman: One of the concerns of the neighbors seems to be the lighting issue.

John Piccolo-Wignall: We have a standard established by the Police Department that deals with the lighting. We will have the project lit per Police Department standards. We have used that on other projects here in Vallejo and it seems to work well. There are motion detectors and things of that nature. Going to the concerns about the price of the homes. I did a project on Monterey Street last year which sold for \$460,000. There were granite counter tops and Brazilian hardwood floors. It was very nice.

Commissioner Peterman: I also would like to say that I totally support infill because as I drive around Vallejo I see a lot of blighted areas and I think we really need to do something about those little pockets of blight. I totally support that kind of infill that will help to develop it and make it into a residential neighborhood.

Commissioner Turley: It seems like our responsibility is to ask all the questions and get all the answers. As far as I am concerned I do not have an answer right now as to whether this project will adversely affect the flooding conditions on that street. If we postponed this to the next meeting we would not have to re-discuss the entire project all we would have to do was determine the flooding situation. I would hate to have this go to City Council and then they had questions about the water and ask the Planning Commission what they were thinking. I will not be able to support this project.

Don Hazen: I think it is staff's responsibility to provide those answers for you. I would like to draw your attention to page 13 of the initial study checklist, subsection D. Staff was required to prepare the initial study and one of the things that we look at in the environmental review is if there will be any runoff or drainage issues. Section D, which the Public Works Department provided specifically says that this project is a small residential project that is less than one acre. All site drainage will be directed to the City storm drainage system. Conditions initiated by VSFCO will prevent the project from having any significant drainage, flooding or water quality impact. I believe that addresses the issue. I just wanted to reiterate that for the record and hope that that would address that issue.

Commissioner Engelman: I have no problem with this project. Chairperson Legalos reminded me of a project we turned down and got soundly overturned at City Council. That is when our liaison came to us and said that he would appreciate it if we would

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try to improve on what we feel about these infill projects. Anyway, I do feel this is a good project. The neighbors do have some concerns and I hope that between now and the time this goes to City Council you will take measures to alleviate some of these concerns. I will move that we recommend that the City Council adopt a mitigated negative declaration subject to the findings contained in this report and that we send recommendations to the City Council that they approve Zoning Map Amendment #05-0002, approve Planned Unit Development #05-0012, and approve Tentative Map #05-0004 with the findings and conditions in the staff report incorporating the change in Public Works Condition #5 on page 22 to read as noted in the memo provided to the Commission by staff.

Claudia Quintana: On a rezoning the Commission needs to find that it is consistent with the General Plan so I would ask that you include that finding in your motion and your reasons why it is or is not.

Commissioner Engelman: I will add that we find that it is consistent with the General Plan. Does that clear it up.

Claudia Quintana: Yes.

Don Hazen: I would just like to add one thing. If we could also add as part of that motion that staff clean up the document to eliminate any inconsistencies related to the environmental review so that what we forward to City Council would be a good clean, consistent document.

Commissioner Peterman: I would like to add a friendly amendment that the applicant take into account and consideration the nature and character of the neighborhood when working on the exteriors of the buildings.

Commissioner Engelman: I will add the cleaning up of the environmental review and accept Commissioner Peterman's friendly amendment.

Chairperson Legalos: Concerning the petition that we have received, we have discussed some of the issues with Mr. Hazen and Ms. Quintana. The statement that the six houses overcrowds the lot is true is it were zoned low density residential. However it is presently zoned Intensive Use Limited and will be rezoned to Planned Development and this does not apply. We, on this Commission, several months ago approved a project with higher density on Sonoma Blvd, and prior to that we approved phase two of Sycamore Place. This project is consistent with other projects that we have approved. The City Council has the auspice to look favorably with this kind of development. That said we have had a request to reopen the public hearing so the opponents could give us a re-butttal. I am not going to do that. That is not part of our process. However, the opponents of this proposal will have the opportunity to speak before the City Council if we do recommend a recommendation of approval.

AYES: Engelman, Turley, Manning, Legalos, Peterman.

NOS: None.

ABSENT: McConnell, Salvadori.

Motion carries.

These findings are made based upon all evidence in the record including the staff report, all of which are incorporated by reference.



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- A. The proposed Zoning Map Amendment as conditioned is consistent with the General Plan.
- B. The proposed Zoning Map Amendment is necessary for the development of the six family homes.
- C. The proposed Zoning Map Amendment is necessary for the future orderly and consistent development of the subject area.

***Planned Unit Development (Master Plan / Unit Plan)***

Staff recommends that the Planning Commission forward a recommendation to the City Council to **APPROVE** Planned Unit Development (Master Plan / Unit Plan) #05-0012 subject to the findings and conditions provided in this report.

**Findings:**

These findings are made based upon all evidence in the record including the staff report, all of which are incorporated by reference.

- A. The proposed master plan is consistent with the goals and policies of the Vallejo General Plan per Section 3 of this report. The project is not located in a specific plan area.
- B. The master plan furthers the stated purpose of the planned development district per Section 9 of this report.
- C. The master plan is in conformity with public convenience, the general welfare and good land use practice.
- D. The master plan will not be detrimental to health, safety and general welfare per Section 9 and the proposed Mitigated Negative Declaration.
- E. The master plan will not adversely affect the orderly development or the preservation of property values.
- F. The unit plan is consistent with the intent, purpose and development standards of the master plan per Section 9 of this report.
- G. The unit plan serves to achieve groupings of structures which will be well related one to another and which, taken together, will result in a well-composed urban design, with consideration given to site, height, arrangement, texture, material, color and appurtenances, the relation of these factors to other structures in the immediate area, and the relation of the development to the total setting as seen from key points in the surrounding area per Section 9 of this report.
- H. The unit plan is of a quality and character which harmonizes with, and serves to protect the value of, private and public investments in the area.

***Tentative Map***

Staff recommends that the Planning Commission forward a recommendation to the City Council to **APPROVE** Tentative Map #05-0004 subject to the findings and conditions provided in this report.

**Findings:**

These findings are made based upon all evidence in the record including the staff report, all of which are incorporated by reference.

- A. The Tentative Map is consistent with the goals and policies of the Vallejo General Plan per Section 3 of this report.
- B. The Tentative Map will not result in any significant environmental impacts that cannot be mitigated per Section 2 of this report.
- C. As conditioned, the Tentative Map meets the specific standards prescribed in the Zoning Ordinance as discussed in Section 4 of this report.
- D. As conditioned, the Tentative Map is in conformance with the Subdivision Map Act and the Subdivision Ordinance as discussed in Section 5 of this report.

**CONDITION COMPLIANCE REQUIRED PRIOR TO BUILDNG PERMIT SUBMITTAL:**

***Planning Division***

1. Prior to submittal of final map, submit a numbered list to the Planning Division stating how each project requirement contained in this report will be satisfied. The list should be submitted to the project planner who will coordinate development of the project.
2. Prior to building permit submittal, submit a complete set of construction plans to the project planner for review and approval.
3. The project shall comply with all measures included in the Mitigated Negative Declaration.

**MITIGATION MEASURES**

**Air Quality**

**Construction Phase:**

- 1) Water active sites at least twice daily.
- 2) Cover all trucks hauling dirt, sand, soil, or other loose materials. Maintain at least six inches of freeboard.
- 3) Pave, apply water three times daily, or apply (non-toxic) soil stabilizers on all unpaved access roads, parking areas, and staging areas at construction sites.
- 4) Sweep daily (with water sweepers) all paved access roads, parking areas, and staging areas at construction sites.
- 5) Sweep streets daily (with water sweepers) if visible soil material is carried onto adjacent public streets.
- 6) Hydroseed or apply (nontoxic) soil stabilizers to inactive construction areas

(previously graded areas inactive for ten days or more).

- 7) Enclose, cover, water twice daily, or apply (nontoxic) soil binders to exposed stockpiles (dirt, sand, etc.).
- 8) Limit traffic speeds on unpaved roads to 15 mph.
- 9) Install sandbags or other erosion control measures to prevent silt runoff to public roadways.
- 10) Replant vegetation in disturbed areas as quickly as possible.

#### *CULTURAL RESOURCES*

- 1) In the event unsuspected historical, archaeological, or paleontological resources or human remains are discovered during any phase of the project, land alteration work within 50 feet of the find shall be halted, the Planning Division notified, and a qualified professional consulted to evaluate the resource and suggest an appropriate management plan as necessary. If human remains are discovered, the County Coroner shall also be notified.

#### *HYDROLOGY AND WATER QUALITY*

- 1) The project is located within a 100-year flood zone. The applicant shall mitigation measures as proposed in the letter dated February 16, 2006 by Waterfront Engineering.

#### *NOISE*

- 1) Equipment and trucks used for the project construction shall utilize the best available noise control techniques (e.g., improved mufflers, equipment redesign, and use of intake silencers, ducts, engine enclosures, and acoustically attenuating shields or shrouds, wherever feasible).
- 2) The project contractor shall place all stationary construction equipment so that emitted noise is directed away from sensitive receptors nearest the project site.
- 3) The construction contractor shall locate equipment staging in areas that will create the greatest distance between construction related noise sources and noise sensitive receptors nearest the project site during all project construction.
- 4) During all project site construction, the construction contractor shall limit all construction-related activities to the hours of 7:00 a.m. and 6:00 p.m. Monday through Saturday. No construction shall be allowed on Sundays and public holidays.
- 5) Mechanical ventilation such as air conditioning systems shall be required for all dwelling units on site to ensure that windows can remain closed for prolonged periods of time to meet interior noise standards.

4. Prior to building permit submittal, submit a colors and materials board, showing the exterior materials to be used. T-111 or Panel Siding shall not be used on this project.
5. Prior to the building permit submittal, submit details of the window, door and garage trim to the project planner for review and approval.
6. Prior to building permit submittal, submit details and location of any proposed fencing to the Project Planner for review and approval. Fencing shall comply with Section 16.70 of the Vallejo Municipal Code. The fencing shown on page C-1 of the submitted plans calls for seven (7) foot high wood fencing, the maximum height of fencing shall not exceed six (6) feet per Section 16.70. 060F of the Vallejo Municipal Code.
7. Prior to building permit submittal, work with staff to revise the two side elevations for the two units that front on Illinois Street. The revised elevations shall be enhanced architecturally to provide more visual interest as viewed from Illinois Street.
8. Prior to building permit submittal, the applicant shall work with staff to revise the landscape plans to meet City requirements. Submit 2 sets of revised landscaping plans prepared by a registered landscape architect to the Planning Division for review and approval. The requirement for a registered landscape architect may be waived at the discretion of the Planning Manager. Landscape plans shall comply with Chapter 16.70 (VMC), and are to include the following:
  - a. The use of a variety of plant materials including perennials and ornamental grasses.
  - b. A minimum of 1 City-approved street tree per unit to be planted at least 6 feet from any sewer line;
  - c. Specification of low growth type species adjacent to doors, windows and walkways;
  - d. Low-water using and drought-resistant plant materials;
  - e. Screening of required backflow preventer;
  - f. All trees to be minimum of 15 gallon, double staked; at least 50% of the proposed shrubs shall be a minimum of 5 gallon;
  - g. Irrigation plan indicating all components of the irrigation system including sprinklers and other outlets, valves, backflow prevention devices, controllers, piping and water usage.
9. Prior to building permit submittal, submit an official stamped certification by a licensed and registered engineer or architect that the proposed project and structure complies with Section 7.98 (Floodplain Management Regulations).

***Building Division***

1. Prior to building permit submittal, submit a revised roof plan. The roof valleys as presently illustrated show roof valleys dumping water over and at the property lines
2. Prior to building permit submittal, submit plans showing that the garage walls at the property line have a one-hour construction.

*Public Works Department*

1. Prior to building permit submittal, submit a numbered list to the Planning Division stating how each condition of project approval contained in this report will be satisfied. The list should be submitted to the project planner who will coordinate development of the project. (PW1)
2. Prior to building permit submittal, apply to FEMA for a letter of Map Revision (LOMR) and secure their approval.
3. Comply with the City of Vallejo Flood Damage Protection Ordinance (Section 7.98 of the Vallejo Municipal Code).
4. Prior to building permit submittal, submit a geotechnical investigation report for this project for review.
5. Prior to building permit submittal, submit a site grading, drainage, improvement, utility and landscaping and irrigation plans for review and approval. Site plan shall show all proposed and existing improvements and utility services. Secure approval of the site plan prior to building permit submittal.
6. Prior to building permit submittal, establish a common access, drainage, parking and utility easements within the common area for the benefit of all six units.
7. Prior to building permit submittal, underground overhead utility wires fronting the property. All proposed utility wires serving the lots shall be under-grounded.
8. Prior to building permit submittal, dedicate a six foot Public Utility Easement fronting the property along Nigh & Mississippi Streets to the City of Vallejo.
9. Dedicate a six foot wide Public Utility Easement along Illinois Street fronting the property.
10. Prior to building permit submittal, submit an address map for review and approval.

11. Owner of the property shall request in writing from the Public Works Department to assign an address for each lot.
12. Prior to building permit submittal, submit three sets of plans to the Department of Public Works for plan check review and approval. (Improvement or civil plans are to be prepared by a licensed civil engineer.) Plans are to include, but may not be limited to, grading and erosion control plans, improvement plans, joint trench utility, street light plans, and landscaping, irrigation and fencing plans and all supporting documentation, calculations, and pertinent reports. (PW3)
13. Prior to building permit submittal, or acceptance of grading, compaction test results and certification letter from the project soils engineer and civil engineer confirming that the grading is in conformance with the approved plans must be submitted to Public Works for review and approval. Test values must meet minimum relative compaction recommended by the soils engineer (usually at least 90 percent). (PW8)
14. Obtain a street excavation permit from the Department of Public Works prior to performing any work within City streets or rights-of-way, or prior to any cutting and restoration work in existing public streets for utility trenches. All work shall conform to City standards (PW 10).
15. Prior to building permit issuance, obtain an encroachment permit from the Department of Public Works for all work proposed within the public right-of-way (PW 11).
16. Prior to building permit submittal, submit a traffic control plan to the Department of Public Works for review and approval (PW 12).
17. Prior to approval of construction plans, provide bonds and pay applicable fees. Bonding shall be provided to the City in the form of a "Performance Surety" and a separate "Labor and Materials Surety" in amounts stipulated by City ordinance (PW 15).
18. The project is located within the 100-year flood zone and shall therefore comply with Chapter 7.98 – Flood Damage Protection, VMC. Prior to obtaining a grading permit, apply to the Federal Emergency Management Administration (FEMA) for a Conditional Letter of Map Revision (CLOMR). Prior to building permit submittal, apply to FEMA for a letter of Map Revision (LOMR). Prior to obtaining a certificate of occupancy or acceptance by the City, whichever is applicable, obtain an approved Letter of Map Revision from FEMA. It will take FEMA at least 90 days to obtain CLOMR or LOMR. FEMA can be contacted by telephone at

9415)923-7177, or FEMA, Mitigation Division, Building 105, Presidio of San Francisco, San Francisco, CA 94129-1250. (PW18)

19. Prior to building permit submittal, submit a final a final map prepared by a qualified civil engineer or land surveyor for review and approval. (VMC 15.12.030)
20. Prior to recording the final or parcel map, the owner shall pay the City charges required by Solano County for providing copies of the recorded map to the City (\$15.00/Sheet).
21. Pay the map checking fee. (Resolution No. 02-55 N.C.)

***Water Division***

1. Submit a numbered list to the Water Division stating how each condition of project approval will be satisfied.
2. All water system improvements shall be consistent with the Vallejo Water System Master Plan, 1985, prepared by Kennedy/Jenks Engineers. Prior to building permit submittal, water system improvement plans shall be submitted to the Water Division for review and approval, and shall contain at least:
  - b. Location and size of domestic service connection(s).
  - c. Location and size of irrigation service connection(s).
  - d. Location of fire hydrants
  - e. Location of structures with respect to existing public water system improvements such as mains, meters, etc.
  - g. Location and size of backflow prevention devices (required on water service connections to irrigation systems, certain commercial water users, and to commercial fire sprinkler systems, per City Ordinance 922 N.C. (2d).
3. Fire flow and pressure requirements of the Fire Department shall be satisfied. Fire flow at no less than 25 psig residual pressure shall be available within 1000 feet of any structure. One half of the fire flow shall be available within 300 feet of any structure.
  1. For single family residential units, the fire flow is 1500 gpm.
  2. For other developments, see the Vallejo Water System Master Plan, 1985, prepared by Kennedy/Jenks Engineers and its latest update by Brown and Caldwell dated April 1996
4. Prior to building permit submittal, hydraulic calculations demonstrating that the fire flow required by the Fire Marshall is satisfied shall be submitted to the Water Superintendent.
5. Fire hydrant placement and fire sprinkler system installation, if any, shall meet the requirements of the Fire Department. For combined water and fire services, the requirements of both the Fire Department and the Vallejo Water System Master Plan, with latest revisions shall be satisfied.

6. Each lot or unit shall be metered separately.
7. Prior to building permit submittal, hydraulic calculations shall be submitted to the Water Division demonstrating that the fire flow requirements are complied with.
8. Water service shall be provided by the City of Vallejo following completion of the required water system improvements and payment of applicable fees. Performance and payment bonds shall be provided to the City of Vallejo prior to construction of water system improvements. Fees include those fees specified in the Vallejo Municipal Code including connection and elevated storage fees, etc. and fees for tapping, tie-ins, inspections, disinfection, construction water, and other services provided by the City with respect to the water system improvements. The Water Division may be contacted for a description of applicable fees.
9. The water service (if existing) on site may not meet Plumbing Code requirements for the number of fixture units in this development. Submit plumbing calculations that show the existing water service and/or meter size meets the current Plumbing Code requirements. If it does not, upsize the water service and meter size to recommended size. Application for water service changes should be directed to Water Engineering at 202 Flemming Hill Road, Vallejo, CA 94589.

***Vallejo Sanitation and Flood Control District***

1. Prior to building permit submittal, a VSFCD Connection Permit is required. Pay all applicable review and connection fees.
2. Prior to building permit submittal, submit a revised site utility plan showing the storm drain and sanitary sewer system within the lots private. The District's responsibility shall be from the ROW to the District's facility.
3. The existing sanitary sewer on the easterly side of your subdivision shall be protected and not encroached upon.
4. All individual parcels shall drain and sewer directly to the public system. Prior to building permit submittal, submit complete improvement plans and supporting documentation illustrating that the individual parcels drain and sewer directly to the public system. Please show the location of the sanitary sewer and cleanout on the site utility plan.
5. Prior to building permit submittal, the property owner shall submit a proposed easement description for approval by the District. Vallejo Sanitation and Flood Control District pipeline facilities shall be located in a 15 foot wide easements or street right-of-way.
6. Prior to building permit submittal, please show a manhole over the 12-inch SD pipe at the property line. Please show a Vallejo Sanitation and Flood Control District cleanout over the 6-inch SS pipe at the property line. The intention of this is to make the systems discernible between what is public and what is private. Please show the location on the drawings.
7. The sanitary sewer pipe size in Illinois Street is 15 inches not 18 inches.
8. Prior to building permit submittal, resubmit the design drawings showing the corrections above.



***Fire Prevention***

1. Prior to building permit submittal, resubmit plans showing an adequate roadway width. Access roads shall have an unobstructed width of not less than 20 feet. (2001 California Fire Code 902.2.2.1)
2. In Residential (Group R) Occupancies, single station smoke detectors shall be installed prior to occupancy/final building inspection in each sleeping area and at a point centrally located in the corridor or area giving access to each separate sleeping area. When the dwelling unit is of more than one story (including basement) there shall be a smoke detector on each story. When a story is split into more than one level, the smoke detector shall be installed on the upper level. (2001 CBC Section 310.9.1.1).
2. Prior to building permit submittal, submit a numbered list to the Fire Prevention Division stating how each condition of project approval will be satisfied.
3. Prior to building permit submittal, the applicant shall install an approved and tested water supply system capable of supplying the required fire flow as determined by the Fire Chief. Water supply systems for staged construction shall provide required fire flows at all stages. (2001 CFC Section 901.4)
4. Additional fire hydrants may be needed, prior to building permit submittal, submit a complete set of plans for review and approval. Prior to building permit submittal, submit a complete set of plans for review and approval. All fire hydrants are to have a "blue dot" high way reflector installed on the adjacent street of the driveway to clearly identify the fire hydrant locations (2001 CFC Section 903, Appendix III-B)

**CONDITION COMPLIANCE REQUIRED PRIOR TO OCCUPANCY/FINAL INSPECTION:**

***Planning Division***

1. Prior to final occupancy install required landscaping as illustrated on the approved landscape plan.
2. Prior to occupancy/final building inspection, install landscaping and irrigation per approved plans. The landscape architect shall verify in writing that the landscaping and irrigation have been installed in accordance with the approved landscaped plans with respect to size, health, number and species of plants and the overall design concept.
3. Obtain an inspection from the Planning Division prior to occupancy/final building inspection. All inspections require a minimum 24-hour notice. Occupancy permits shall not be granted until all construction and landscaping is complete and final in accordance with the approved plans and required conditions of approval or a bond has been posted to cover all costs of the unfinished work as agreed to by the Planning Manager.

***Public Works***

1. Prior to occupancy, remove and replace broken curb, gutter and sidewalk fronting the property as determined in the field by the City Engineer. (VMC, 10.04). Obtain a sidewalk permit from the Public Works Department prior to any work.
2. Prior to final occupancy, install frontage improvements as determined in the field by the City Engineer.

3. Prior to occupancy/final building inspection, install the improvements required by Public Works including but not limited to streets and utilities. (PW16)
4. Prior to occupancy/final building inspection, remove and replace any broken curb, gutter, sidewalk or driveway approach as directed in the field by the City Engineer. (PW17)
5. Prior to release for occupancy, plant street trees in accordance with Vallejo Municipal Code, Section 15.06.190 and Regulations and Specifications for Public Improvements, Section 3.3.48. The list of approved trees is available in the office of the Public Works Director. The minimum standard shall be at least one tree for each 50 feet of street frontage or fraction thereof, including secondary or side streets. Street tree(s) shall be inspected by Public Works Landscape Inspector prior to release for occupancy. (PW19)
6. Prior to occupancy, install required street tree fronting the property along Illinois Street. Street tree shall be selected from the City's approved street tree list. (VMC, Section 15.06.190 and Regulations and Standard Specifications Section 3.3.48)

***Fire Prevention***

1. Prior to occupancy/final building inspection, install approved numbers or addresses on all buildings in such a position as to be clearly visible and legible from the street. Residential buildings shall have numerals or letters not less than 3 inches in height, and approved color that contrasts the background. Commercial occupancies shall have numerals or letters not less than 6 inches in height of contrasting background, and illuminated at night (2001 CFRC Section 901.4.4; added VMC Section 12.28.170)
2. Prior to final occupancy/final building inspection, all applicable fees shall be paid and a final Fire Prevention inspection shall be conducted. All meetings and inspections require a minimum 24-hour advance request.
3. Prior to occupancy/final building inspection, install "No Parking/Fire Lane" signs along interior access roadways, in locations where vehicle parking would encroach on a 20-foot clear width of roadway (CVC Section 22500.1; CalTrans Traffic Manual sign #R26F).
4. In Residential (Group R) Occupancies, single station smoke detectors shall be installed prior to occupancy/final building inspection in each sleeping area and at a point centrally located in the corridor or area giving access to each separate sleeping area. When the dwelling unit is of more than one story, (including basement) there shall be a smoke detector on each story. When a story is split into more than one level, the smoke detector shall be installed on the upper level.

***Water Department***

1. Prior to occupancy or final building inspection, install water appropriately sized water system improvements as required. Backflow device shall be installed in compliance with the Vallejo Municipal Code and in areas hidden from public view and/or shall be mitigated by landscaping.
2. Individual water services/meters for these units shall be situated only along the frontage at Illinois Street.

***Vallejo Sanitation and Flood Control District***

1. If comments from VSFCDC and the City of Vallejo call for differing standards of development, the higher standard shall apply.
2. If any of the VSFCDC comments are in conflict with comments from the City of Vallejo request clarification.
3. Applicant shall pay all fees (plan review fees, connection fees, etc.) required by VSFCDC for the subject project.
4. Prior to occupancy/final building inspection, provide a standard VSFCDC cleanout at the right-of-way/easement line per District standards and a two-way cleanout at the building per U.P.C.
5. Direct roof drainage across non-paved areas prior to entering storm drain inlets and gutter, when feasible.
6. VSFCDC comments shall be understood to require modification of the project to any extent necessary to meet VSFCDC requirements, unless specifically stated.
7. Prior to occupancy, install VSFCDC cleanout per standard drawing number seventeen.
8. Prior to occupancy, install VSFCDC manhole (Sanitary and Storm Drain) per standard drawing number seven and eleven.
9. The VSFCDC would prefer the public portion of the sanitary sewer pipe material to be PVC SDR 26.
10. VSFCDC personnel shall inspect all work on the District's system.

***Crime Prevention***

1. Street number shall be displayed in a prominent location and be easily visible to oncoming emergency vehicles. The numbers shall be illuminated during darkness.
2. Post signs and paint curbs red which have emergency vehicle access lanes.
3. There shall be an illuminated map of the complex affixed at the entrance to the property that allows the viewer to see his/her location and the location of the units on the property.
4. All exterior lighting shall be sufficient to establish a sense of well-being to pedestrians and to facilitate the recognition of persons at a reasonable distance.
5. Metal halide bulbs are recommended.
6. All exterior lighting shall not trespass onto other adjoining properties.
7. Landscaping shall not block or obstruct the view of any door, window, or lighting fixture.

**STANDARD REQUIREMENTS**

***Planning Division***

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1. Construction-related activities shall be limited to between the hours of 7 a.m. and 6 p.m., Monday through Saturday. No construction is to occur on Sunday or federal holidays. Construction equipment noise levels shall not exceed the City's maximum allowable noise levels.
2. T-111 or panel siding shall not be used on this project.
3. All landscaping and fencing surrounding the proposed use shall be maintained in a clean, attractive, and well kept condition and any dead or dying material shall be replaced promptly. There shall be no barbwire or razor fencing allowed.

***Public Works***

1. All public improvements shall be designed to City of Vallejo standards and to accepted engineering design standards. The City Engineer has all such standards on file and the Engineer's decision shall be final regarding the specific standards that shall apply.
2. Surface runoff from the site shall be intercepted on site and piped into the public storm drain system (No sidewalk cross drains allowed). Show the point connection of drainage pipe to public storm drain system. Surface drainage of each lot shall be directed to the court and shall not cross neighboring lots, unless a Homeowner Association established to maintain the private storm drain system.
3. The driveway approach and the common driveway inside the project shall not be less than 25 feet in width.
4. Multiple trenches require grinding and overlay along Illinois Street. Limit of work shall be determined by the City Engineer.
5. Water meters shall not be located with the driveway approach.
6. Identify public and private sanitary sewer and storm drain lines in the common court.
7. Establish a Home Owners Association for this project. All private improvements shall be owned and maintained by the homeowners association.
8. Remove and replace broken curb and gutter fronting the property as determined I in the field by the City Engineer. (VMC, Section 10.04)
9. Entrances to any private project must be standard driveway approaches unless deviation is permitted by the City Engineer. (PW9)
10. Construction inspection shall be coordinated with Public Works and no construction shall deviate from the approved plans. (PW13)
11. The project design engineer shall be responsible for the project plans. If plan deviations are necessary, the project engineer must first prepare a revised plan or details of the proposed change for review by Public Works and, when applicable, by Vallejo Sanitation and Flood Control District. Changes shall be made in the field only after approval by the City. At the completion of the project, the design engineer must prepare and sign the "as built" plans. (PW14)
12. Standard driveway and approach shall be per City standard. (VMC Section 16.62.150)

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November 20, 2006

13. All public improvements shall be designed to City of Vallejo standards and to accepted engineering design standards. The City Engineer has all such standards on file and the Engineer's decision shall be final regarding the specific standards that shall apply (PW 2).
14. Site grading shall comply with Chapter 12.40 - Excavations, Grading and Filling, (VMC). Prior to issuance of grading permit, submit a soils report for review. An independent soils and geological review of the project may be required. The City shall select the soils engineer with the cost of the study to be borne by the developer/project sponsor (PW 4).
15. In design of grading and landscaping, line of sight distance shall be provided based on Caltrans standards. Installation of fencing, signage, above ground utility boxes, etc. shall not block the line of sight of traffic and must be set back as necessary (PW 5).
16. During grading operations, the project geologist or soils engineer and necessary soils testing equipment must be present on site. In the absence of the soils engineer or his representative on site, the to the Department of Public Works shall shut down the grading operation (PW 6).
17. All dust and erosion control shall be in conformance with City standards and ordinances (PW 7).

***Fire Prevention***

1. The project shall conform to all applicable requirements of Title 19 (2001 CFC and all VMC Amendments)
2. Should security gates be desired at any entrances to the project, they shall be provided with a Fire Department approved entry system.
3. Development sites shall be maintained weed free during construction. (2001 CFC Section 1103.2.4)
3. Every sleeping room below the fourth story shall have at least one exterior opening for rescue purposes. The opening shall be a minimum of 5.7 square feet, and 20 inches wide by 24 inches high. The finished sill height shall be no higher than 44 inches from the floor. Ladder access shall be provided for buildings over the first floor.

***Water Division***

1. Easements shall be provided for all water system improvements installed outside the public right-of-way:
  - a. Fifteen feet wide (minimum) for water mains.
  - b. Ten feet wide (minimum) for fire hydrants, water meters, backflow preventers, double detector check valves, etc.
2. Each unit or building structure shall be metered separately.
3. Water service shall be provided by the City of Vallejo following completion of the required water system improvements and payment of applicable fees. Performance and payment bonds shall be provided to the City of Vallejo prior to construction of water system improvements. Fees include those fees specified in the Vallejo Municipal Code, including connection and elevated storage fees, etc., and fees for tapping, tie-ins, inspections, disinfection, construction water, and other services provided by the City with

respect to the water system improvements. The Water Division may be contacted for a description of applicable fees.

***Vallejo Sanitation and Flood Control District***

1. Direct roof drainage across non-paved areas prior to entering storm drain inlets and gutter, when feasible.
2. The following permits are identified as being required from other agencies prior to construction: Building Permit from the City of Vallejo. Additional permits may be required. It is the responsibility of the applicant to determine any and all permits that are required.
3. After the plans are approved, submit a Construction Permit Application (SSI) Form for connection fee calculation (\$20 Submittal Fee). Non-residential developments shall also submit a Pre-treatment Questionnaire for review by VSFCD Pollution Control Department.
4. Direct roof drainage across non-paved areas prior to entering storm drain inlets and gutter, when feasible.
5. All individual parcels shall drain and sewer directly to the public system.
6. Non-VSFCD facilities serving more than one lot will not be allowed.
7. VSFCD's sanitary sewer or storm drains shall not be installed in the rear of any of the lots.
8. All storm drainage shall be collected onsite and conveyed underground to the public storm drain system.

**GENERAL REQUIREMENTS**

1. All contractors and subcontractors working on the project shall have City of Vallejo business licenses.
2. Construction-related activities shall be limited to between the hours of 7 a.m. and 6 p.m., Monday through Saturday. No construction is to occur on Sunday or federal holidays. Construction equipment noise levels shall not exceed the City's maximum allowable noise levels.
3. Required landscaping shall be maintained in a neat, clean, and healthy condition. This shall include pruning, mowing of lawns, weeding, removal of litter, fertilizing, replacement of plants when necessary, and the regular watering of all plantings.
4. The conditions herein contained shall run with the property and shall be binding on the applicant, and all heirs, executors, administrators, and successors in interest to the real property that is the subject of this approval.
5. All applicable requirements of any law or agency of the State, City of Vallejo and any other governmental entity at the time of the recording of the Final Map shall be met. The duty of inquiry as to such requirements shall be upon the applicant.
6. The subdivider shall defend, indemnify, and hold harmless the City of Vallejo or its agents, officers, and employees from any claim, action, or proceeding against the City or its agents, officers, or employees to attack, set aside, void, or annul, the approval of this subdivision by

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the City. The City shall promptly notify the subdivider of any action. The City may elect, in its discretion, to participate in the defense of any action.

L. OTHER ITEMS

None.

Chairperson Legalos asked that the elections to Chair and Vice-Chair be put on the next Planning Commission agenda as an action item.

M. WRITTEN COMMUNICATIONS

None.

N. ADJOURNMENT

There being no further business to discuss, the meeting adjourned at 9:00 P.M.

Respectfully submitted,



(for) BRIAN DOLAN, Secretary

# Petition to the Planning Commission ATTACHMENT F

We, the undersigned, feel that no modular housing units should be built on the proposed property on Illinois Street. The issues that we feel must be addressed are:

- 1) **POPULATION DENSITY:** The Vallejo City minimum lot size is 5,000 square feet. The density of 6 modular units on undersized lots would overpopulate the lots. This would bring down property values throughout the neighborhood.
- 2) **TRAFFIC:** The increase in population and traffic that these modular units would add to the unsafe traffic on Nebraska St., Illinois St., Fern Pl., El Dorado St., Sutter St. and on neighboring streets. There have been requests in the past for Stop signs and speed bumps but to no avail. The new construction would only worsen a bad situation.
- 3) **SEWER SURCHARGING:** By adding more housing units of any type, it will increase surcharging sewers. To build these modular units, the sewer system should be addressed to eliminate overflowing and surcharging. The sewer and storm drain systems on Illinois Street, that would be serving these new residences, are already exceeding their capacity every time there is a moderate to heavy rain. This tendency to overflow and surcharge caused sewage and storm water backups in at least four (2) homes along Illinois Street in the December 31, 2005 flooding. This was not the first time this has happened.
- 4) **STREET LIGHTING:** The Streets in this neighborhood are very poorly lit at the the current time. By plugging in these modular units it is feared that it would attract undesirable residents and transient persons to the area. The Street lighting issue needs to be addressed.
- 5) **ASPHALT PAVING:** The asphalt paving on Napa Street has deteriorated to the point that is will soon be nothing more than a gravel road. Other Streets such as Fern Place and Illinois Street have great need of repaving also. They cannot bear the load of the increased traffic without repaving.

Signature	Print Name	Address
<i>James Wright</i>	James Wright	444 Illinois St

Comments:

Signature	Print Name	Address
<i>Brenda Williams</i>	BRENDA WILLIAMS	1830 SUTTER ST.

Comments:

Signature	Print Name	Address
<i>Jesse Rain</i>	JESSE RAIN	1830 SUTTER ST
<i>Manuel Rivera N.</i>	MANUEL RIVERA	429 1/2 BROADWAY ST.

Comments:


Signature	Print Name	Address
<i>José G. Vieira</i>	Jose G Vieira	312 ILLINOIS ST

Comments:

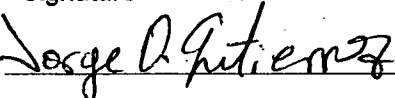
**Additional signatures on reverse side.**



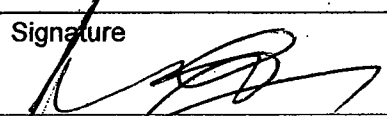
**Petition to the Planning Commission  
Continued Signatures**

Signature	Print Name	Address
	Marta Valdivia	310 Illinois St.


Comments:

Signature	Print Name	Address
	JORGE GUTIERREZ	331 Illinois St.

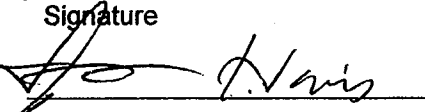
Comments:

Signature	Print Name	Address
	John C. ...	400 ILLINOIS

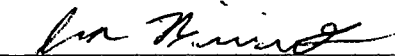
Comments:

Signature	Print Name	Address
	Chydal Coleman	407- Illinois St. #B, Vallejo, Ca. 94590

Comments: I pay absolutely not to the new / modern tractor units

Signature	Print Name	Address
	Sandra Hines	407-A Illinois St.

Comments: no trailer pls on street

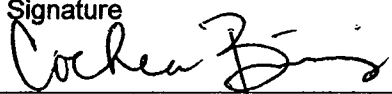
Signature	Print Name	Address
	Ira Bivins	421 Illinois

Comments: Don't need to over populate the street

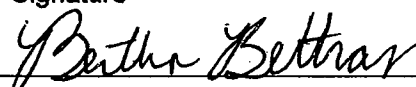
# Petition to the Planning Commission

We, the undersigned, feel that no modular housing units should be built on the proposed property on Illinois Street. The issues that we feel must be addressed are:

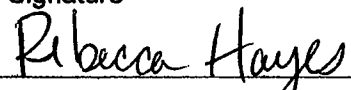
- 1) **POPULATION DENSITY:** The Vallejo City minimum lot size is 5,000 square feet. The density of 6 modular units on undersized lots would overpopulate the lots. This would bring down property values throughout the neighborhood.
- 2) **TRAFFIC:** The increase in population and traffic that these modular units would add to the unsafe traffic on Nebraska St., Illinois St., Fern Pl., El Dorado St., Sutter St. and on neighboring streets. There have been requests in the past for Stop signs and speed bumps but to no avail. The new construction would only worsen a bad situation.
- 3) **SEWER SURCHARGING:** By adding more housing units of any type, it will increase surcharging sewers. To build these modular units, the sewer system should be addressed to eliminate overflowing and surcharging. The sewer and storm drain systems on Illinois Street, that would be serving these new residences, are already exceeding their capacity every time there is a moderate to heavy rain. This tendency to overflow and surcharge caused sewage and storm water backups in at least four (2) homes along Illinois Street in the December 31, 2005 flooding. This was not the first time this has happened.
- 4) **STREET LIGHTING:** The Streets in this neighborhood are very poorly lit at the the current time. By plugging in these modular units it is feared that it would attract undesirable residents and transient persons to the area. The Street lighting issue needs to be addressed.
- 5) **ASPHALT PAVING:** The asphalt paving on Napa Street has deteriorated to the point that is will soon be nothing more than a gravel road. Other Streets such as Fern Place and Illinois Street have great need of repaving also. They cannot bear the load of the increased traffic without repaving.

Signature	Print Name	Address
	Cochea Bivins	421 Illinois


Comments:

Signature	Print Name	Address
	Bertha Beltran	433 Illinois

Comments: probably lots of problems could occur if trailer park gets developed (no)

Signature	Print Name	Address
	Rebecca Hayes	443 Illinois St.

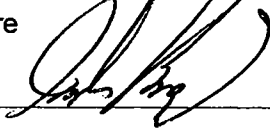
Comments: Too many people of lower income levels and problems that come with trailer parks. Too much foot traffic

Signature	Print Name	Address
	Lucy Parrish	1717 Fern Place.

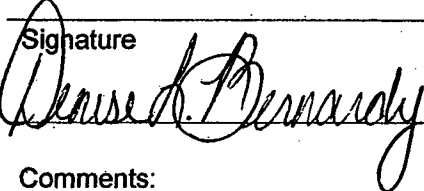
Comments:

**Additional signatures on reverse side.**


**Petition to the Planning Commission**  
**Continued Signatures**

Signature	Print Name	Address
	Joseph Beausegard	1713 Fern Place

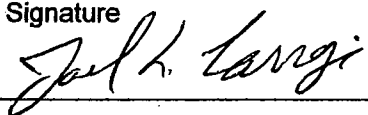
Comments:

Signature	Print Name	Address
	Denise Bernardy	1709 Fern Place

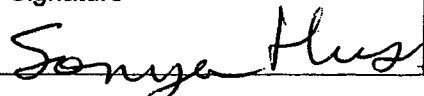
Comments:

Signature	Print Name	Address
	Samantha Bernardy	1709 Fern Place


Comments:

Signature	Print Name	Address
	JOEL L. CARREJO	1705 FERN PLACE

Comments:

Signature	Print Name	Address
	SONYA HUSS	1627 FERN PL

Comments:

Signature	Print Name	Address
	THOMAS TABA	1621 FERN PL.

Comments:

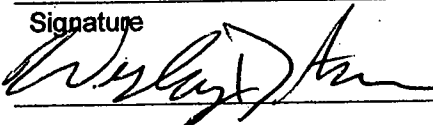
# Petition to the Planning Commission

We, the undersigned, feel that no modular housing units should be built on the proposed property on Illinois Street. We feel that there should not be more than three (3) modular housing units on the properties in question (APN3s 0056-024-080 & 0056-024-090). The issues that we feel must be addressed are:

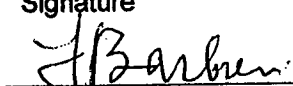
- 1) **POPULATION DENSITY:** The Vallejo City minimum lot size is 5,000 square feet. The density of 6 modular units on undersized lots would overpopulate the lots. This would bring down property values throughout the neighborhood.
- 2) **TRAFFIC:** The increase in population and traffic that these modular units would add to the unsafe traffic on Nebraska St., Illinois St., Fern Pl., El Dorado St., Sutter St. and on neighboring streets. There have been requests in the past for Stop signs and speed bumps but to no avail. The new construction would only worsen a bad situation.
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Signature	Print Name	Address
	Ikuko Gaskin	1724 Fern Place

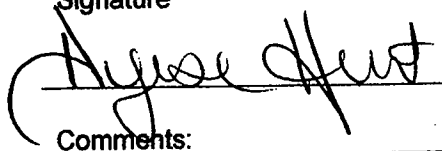
Comments:

Signature	Print Name	Address
	Wesley D'Angelo	1551 El Dorado St.

Comments:

Signature	Print Name	Address
	THOMAS BARBIERI	1543 EL DORADO

Comments:

Signature	Print Name	Address
	DYESE HUNT	1552 EL DORADO

Comments:

**Additional signatures on reverse side.**

**Petition to the Planning Commission  
Continued Signatures**

Signature	Print Name	Address
<i>Megan Smith</i>	Maegan Smith	1556 El Dorado St.

Comments:

Signature	Print Name	Address
<i>JULIO MAJAN</i>	508	ILLINOIS ST.

Comments:

Signature	Print Name	Address
<i>O. Glen Hammack</i>	O. Glen Hammack	1725 NAPA ST.

Comments:

Signature	Print Name	Address
<i>Daniel A. Flores</i>	DANIEL G FLORES	1719 MOORE ST

Comments:

Signature	Print Name	Address
<i>James Clark</i>	JAMES CLARK	1795 NAPA ST VALLEJO CA

Comments:


Signature	Print Name	Address
<i>David Pedersen</i>	DAVID PEDERSEN	749 INDIANA ST

Comments:

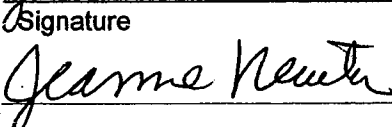
# Petition to the Planning Commission

We, the undersigned, feel that no modular housing units should be built on the proposed property on Illinois Street. The issues that we feel must be addressed are:

- 1) **POPULATION DENSITY:** The Vallejo City minimum lot size is 5,000 square feet. The density of 6 modular units on undersized lots would overpopulate the lots. This would bring down property values throughout the neighborhood.
- 2) **TRAFFIC:** The increase in population and traffic that these modular units would add to the unsafe traffic on Nebraska St., Illinois St., Fern Pl., El Dorado St., Sutter St. and on neighboring streets. There have been requests in the past for Stop signs and speed bumps but to no avail. The new construction would only worsen a bad situation.
- 3) **SEWER SURCHARGING:** By adding more housing units of any type, it will increase surcharging sewers. To build these modular units, the sewer system should be addressed to eliminate overflowing and surcharging. The sewer and storm drain systems on Illinois Street, that would be serving these new residences, are already exceeding their capacity every time there is a moderate to heavy rain. This tendency to overflow and surcharge caused sewage and storm water backups in at least four (2) homes along Illinois Street in the December 31, 2005 flooding. This was not the first time this has happened.
- 4) **STREET LIGHTING:** The Streets in this neighborhood are very poorly lit at the the current time. By plugging in these modular units it is feared that it would attract undesirable residents and transient persons to the area. The Street lighting issue needs to be addressed.
- 5) **ASPHALT PAVING:** The asphalt paving on Napa Street has deteriorated to the point that is will soon be nothing more than a gravel road. Other Streets such as Fern Place and Illinois Street have great need of repaving also. They cannot bear the load of the increased traffic without repaving.

Signature	Print Name	Address
	Christopher Mariano	1604 Fern Pl.

Comments:

Signature	Print Name	Address
	Jeanne Newton	1609 Fern Pl.

Comments:

Signature	Print Name	Address

Comments:

Signature	Print Name	Address

Comments:

**Additional signatures on reverse side.**



# Petition to the Planning Commission

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Signature	Print Name	Address
<i>Michael Fernandez</i>	MICHAEL FERNANDEZ	1724 NAPA

Comments:

Signature	Print Name	Address
<i>Alicia S. Boyer</i>	Alicia S. Boyer	1728 Napa St.

Comments:

Signature	Print Name	Address
<i>William H. Edwards</i>	WILLIAM H. EDWARDS	1734 NAPA ST.

Comments: NO REZONING

Signature	Print Name	Address
<i>Ron Collins</i>	RON COLLINS	1734 NAPA ST

Comments: NO REZONING

**Additional signatures on reverse side.**



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Comments:

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Signature	Print Name	Address
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Comments:

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Signature	Print Name	Address
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Comments:

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Signature	Print Name	Address
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Comments:

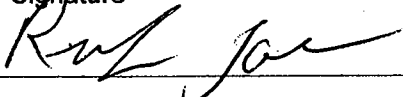

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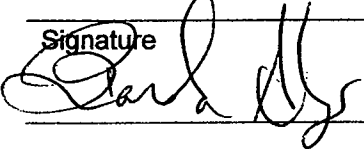
# Petition to the Planning Commission

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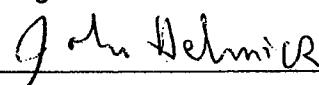
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Signature	Print Name	Address
	Rock Stone	


Comments:

Signature	Print Name	Address
	Marsha Alonso	1617 Illinois

Comments:

Signature	Print Name	Address
	John Helmick	1615 Napa St.

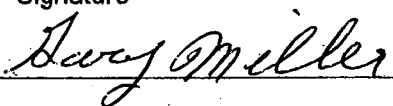
Comments:

Signature	Print Name	Address
	WALLACE MATTIE	1612 NAPA ST.

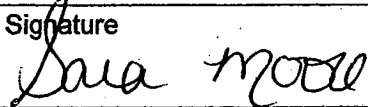
Comments:

**Additional signatures on reverse side.**


**Petition to the Planning Commission**  
**Continued Signatures**

Signature	Print Name	Address
	GARY MILLER	1616 NAPA ST

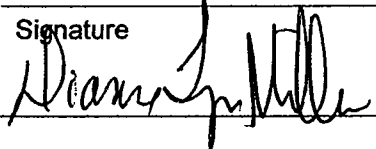
Comments:

Signature	Print Name	Address
	Sara Moore	1616 Napa St.


Comments:

Signature	Print Name	Address
	Aleena Moore	1616 Napa St.

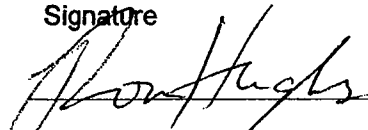
Comments:

Signature	Print Name	Address
	Dianne Miller	1616 Napa ST

Comments:

Signature	Print Name	Address
	Jorge Hernandez	1634 ST

Comments:


Signature	Print Name	Address
	Romi Hughes	1710 Napa St.

Comments:

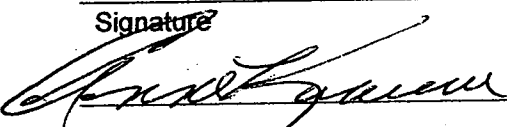
# Petition to the Planning Commission

We, the undersigned, feel that no modular housing units should be built on the proposed property on Illinois Street. We feel that there should not be more than three (3) modular housing units on the properties in question (APN3s 0056-024-080 & 0056-024-090). The issues that we feel must be addressed are:

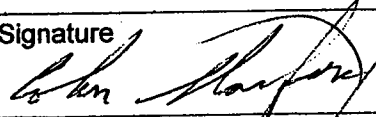
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Signature	Print Name	Address
	Charles Rice	1735 Napa St.

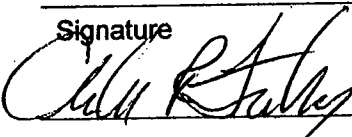
Comments: None

Signature	Print Name	Address
	ANNE K. KAHAN	1701 FERN PLACE

Comments:

Signature	Print Name	Address
	COLTON STANFORD	1701 FERN PLACE

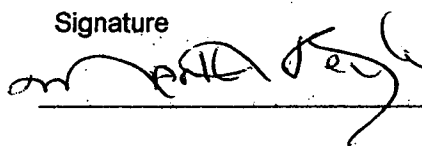
Comments:

Signature	Print Name	Address
	Charles R Findley	1617 Fern Pl.

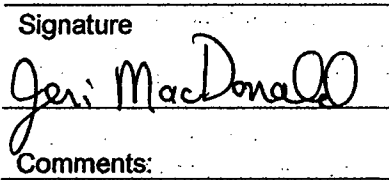
Comments:

**Additional signatures on reverse side.**

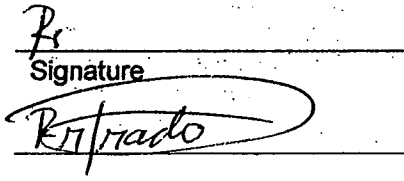
**Petition to the Planning Commission  
Continued Signatures**

Signature 	Print Name MARK J. BENDA	Address 1606 Fern Place Vallejo, CA.
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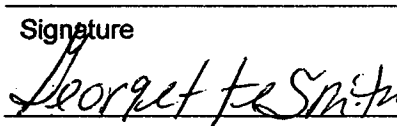
Comments:

Signature 	Print Name JERI MACDONALD	Address 1606 Fern Place Vallejo, CA 9459C
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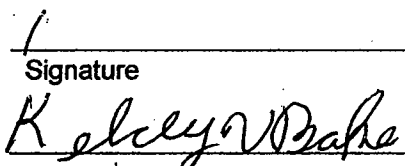
Comments:

Signature 	Print Name Reynan Prado	Address 1620 FERN PLACE
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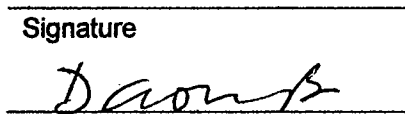
Comments:

Signature 	Print Name Georgette Smith	Address 1700 Fern pl. vale
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Comments:

Signature 	Print Name KELSEY V BAKER 706	Address 1716 FERN PLACE
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Comments:

Signature 	Print Name DAOUDA BA	Address 1718 Fern Place Vallejo, CA
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Comments:



**STAFF REPORT  
CITY OF VALLEJO PLANNING COMMISSION**

**Date of Hearing:** November 20, 2006

**Agenda Item:** K-1

**Application Number:** Zoning Map Amendment #05-0002, as governed by Chapter 16.86, "Amendments" of the Vallejo Municipal Code.

Planned Unit Development #05-0012 (Master Plan / Unit Plan), as governed by Chapter 16.116, Planned Development Permit Procedure of the Vallejo Municipal Code.

Tentative Map #05-0004, as governed by Chapter 15.08 "Tentative Maps" of the Vallejo Municipal Code.

**Recommendation:** Staff recommends that the Planning Commission forward a recommendation to the City Council to **ADOPT** a Mitigated Negative Declaration subject to the findings contained in this report.

Staff recommends that the Planning Commission forward a recommendation to the City Council to **APPROVE** Zoning Map Amendment #05-0002 to rezone two parcels from Intensive Use Limited (IU-L) to Planned Development Residential (PDR) subject to the findings and conditions provided in this report.

Staff recommends that the Planning Commission forward a recommendation to the City Council to **APPROVE** Planned Unit Development (Master Plan / Unit Plan) #05-0012 subject to the findings and conditions provided in this report.

Staff recommends that the Planning Commission forward a recommendation to the City Council to **APPROVE** Tentative Map #05-0004 subject to the findings and conditions provided in this report.

**Project Description:** The project requires a Zoning Map Amendment application to rezone the subject parcels from Intensive Use Limited to Planned Development Residential (PDR). The applicant is also requesting a Planned Development application for a Master Plan/Unit Plan to construct six two-story detached manufactured dwelling units. Two of the units will be 1,542 square feet and the remaining four

units would be 1,634 square feet. Each unit will contain three bedrooms, three bathrooms, kitchen, dining room, optional den (on four of the units), and a two car garage. A Tentative Map application is required to divide the two existing parcels (0.47 acres) into six parcels with a proposed parcel size ranging from 2,936 square feet to 3,915 square feet.

Location: Vacant Parcels on Illinois Street  
(APN #'s 0056-024-080 and 0056-024-090)

Applicant: CLW Partnership  
2743 Mankas Corner Road  
Fairfield, CA 94534

Property Owner: Same as above

Environmental Review: An Initial Study and a Notice of Intent to Adopt a Mitigated Negative Declaration were prepared by the City and made available to the public for review on October 25, 2006.

General Plan Land Use: High Density Residential (the allowed density is 17.4 units or more per acre)

Zoning: Intensive Use Limited (IU-L)

Existing Land Use: The existing parcels are undeveloped.

Surrounding Land Use: The project is located on Illinois Street. Existing single family homes are located to the west and south of the subject property. To the north are two detached multi-family residential units. Located to the east of the subject property is a legal non-conforming truck storage and maintenance facility.

Public Notice: Notice of a public hearing was sent to property owners within 500 feet of the subject property on October 25, 2006 and published in the Vallejo Times-Herald on October 25, 2006.

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## 1. PROJECT DESCRIPTION

The project requires a Zoning Map Amendment application to rezone the subject parcels from Intensive Use Limited to Planned Development Residential (PDR). The applicant is also requesting a Planned Development application for a Master Plan/Unit Plan to construct six two-story detached manufactured dwelling units. Two of the units will be

1,542 square feet and the remaining four units would be 1,634 square feet. Each unit will contain three bedrooms, three bathrooms, kitchen, dining room, optional den (on four of the units), and a two car garage. A Tentative Map application is required to divide the two existing parcels (0.47 acres) into six parcels with a proposed parcel size ranging from 2,936 square feet to 3,915 square feet.

**2. ENVIRONMENTAL REVIEW**

An Initial Study was prepared for the project and indicated that the project will not have significant impact on the environment provided that certain mitigations are incorporated as conditions of approval. A Notice of Intent to adopt a Mitigated Negative Declaration was prepared and made available to the public for review on October 25, 2006 (See Attachment B). Adoption of a Mitigated Negative Declaration is part of the recommendation of this project.

**3. CONSISTENCY WITH THE GENERAL PLAN**

The General Plan Land Use Element designates the property as High Density Residential. The proposed rezoning of the two parcels to Planned Development Residential is "Clearly Compatible" with the General Plan designation. The proposal to construct six single family dwellings is consistent with the General Plan designation which allows densities in excess of 17.4 units per acre. The project will provide a maximum density of 12.76 units per acre.

**4. CONFORMANCE WITH ZONING REGULATIONS**

The existing zoning designation for the two parcels is Intensive Use Limited and does not permit residential use types. As a result, the applicant is proposing to change the zoning designation from Intensive Use Limited to Planned Development Residential. The project will be consistent with the General Plan land use designation and be developed in accordance with the zoning regulations for the Planned Development Residential District.

**5. CONFORMANCE WITH SUBDIVISION REGULATIONS**

The proposed Tentative Map would subdivide a 0.47-acre property into six residential lots. The lot sizes range from 2,936 to 3,915 square feet. This proposal has been reviewed and found to be in compliance with the Vallejo Municipal Code, Title 15 "Subdivisions" and the Subdivision Map Act.

**6. PUBLIC COMMENTS**

Notice of the public hearing was sent to property owners within 500 feet of the subject property on October 25, 2006 and published in the Vallejo Times-Herald on October 25, 2006. No written comments from the public were received.



## 7. AGENCY REVIEW AND COMMENTS

The plans for this project were sent to the following City departments: Building, Traffic Engineer, City Engineer, Maintenance Division, Vallejo Sanitation and Flood Control District, Fire Prevention, Water Superintendent, and Vallejo Garbage Service. Comments from the various departments and agencies have been incorporated into the staff analysis and conditions of approval for this project.

## 8. REFERENCES

- ❖ State of California, Office of Planning and Research; CEQA: California Environmental Quality Act (Statutes and Guidelines 2006).
- ❖ 2005 Subdivision Map Act
- ❖ City of Vallejo General Plan
- ❖ City of Vallejo Zoning Ordinance:
  - Chapter 15.08 – Tentative Maps
  - Chapter 16.86 – Amendments
  - Chapter 16.106 – Planned Development Residential District

## 9. STAFF ANALYSIS

### *Mitigated Negative Declaration*

Based on an Initial Study prepared by the Planning Division in October 2006, it has been determined that the proposal to rezone the subject property and construct six single family dwellings could have a potentially significant effect on the environment. However, the mitigation measures described in the negative declaration and the conditions of approval included in this staff report, will mitigate the project impacts to a less-than-significant level. Staff concludes that the potential adverse environmental effect of this action will be less than significant.

### *Zoning Map Amendment*

The subject property is currently zoned Intensive Use Limited (IU-L). In order to construct the proposed six homes, the two parcels, APN#'s 0056-024-080 and 090 (subject property), must be rezoned from Intensive Use Limited (IU-L) to Planned Development Residential (PDR) (Attachment C). The site development standards for each planned development are established on a case by case basis. The development standards proposed for this project will ultimately become the zoning regulations for the proposed project, with the approval of this Planned Development application. Section 16.106.030 of the Zoning Ordinance requires that residential planned developments be evaluated by the following development standards:

A. *Size and location of the site;*

The 0.47-acre site is large enough to be developed with six homes at the proposed 12.76 units per gross acre. The location of this site is in an area of Vallejo containing a mix of single family and multi-family uses and as a result is compatible with the surrounding development.

B. *Circulation patterns, including delineation of arterial, collector and local streets, pedestrian access and public transit;*

The project provides access from Illinois Street. The circulation pattern provides vehicular access to each unit from a shared driveway (private road). Public transit is available on Broadway Street and Sonoma Boulevard approximately two blocks to the east or west of the project site.

C. *Topography of the site, including vegetation, soils, proposed grading, slopes, orientation;*

The site is essentially flat and is surrounded by existing development.

D. *Preservation of natural resources, including ridgetops, riparian area, unique features, trees, drainage;*

There are no natural resources, ridgetops, riparian areas, unique features, trees or drainage that have been identified at the project site.

E. *Relationship to surrounding area, including visual and land use compatibility*

The land uses surrounding this project are a mix of single family and multi-family residential, and a legal non-conforming truck storage facility to the east. The proposed subdivision will be compatible with the surrounding land uses.

F. *Mix of residential, commercial, or industrial use;*

The project proposes single family homes in an area characterized by single family residential to the south and west, multi-family residential to the north a legal non-conforming truck and storage facility to the east of the project site. Staff concludes that the proposed project would serve as a buffer between the lower density residential uses and the existing truck and storage facility.

G. *Architecture;*

The project architecture is attractive and the style is typical of the architecture that is applied to many new residential developments and would be compatible with the immediate area and other new development in the Vallejo area.

H. *Public Improvements;*

All public improvements required by the project will be provided by the developer.

I. *Development Intensity;*

The proposed six single family homes are well below the development intensity that has been established by the General Plan land use element. The proposed subdivision will be constructed at 12.76 units per gross acre (0.47 acres). The General Plan designation allows a density greater than 17.4 units per gross acre.

J. *Landscaping;*

Project landscaping will be required throughout the site in compliance with City standards. The project proposes several small landscaped open space areas for each home within the site plan which will enhance the environment.

K. *Intent of the proposed project, including consistency with the Vallejo General Plan and stated purpose of the district;*

The project is in conformance with the General Plan. The existing general plan designation of high density residential is compatible with the proposal.

***Planned Development Master Plan/ Unit Plan***

Although this project proposes small lots with limited front, rear and side yard areas, staff considers the project appropriate as the development encourages individual homeownership. Overall, the project will create a compact and well-designed neighborhood with individual open space for each home.

Regarding the elevations of the proposed six homes, staff believes that each has an attractive front façade with varying rooflines and sufficient detail to the rear and sides to provide visual interest. However, staff is recommending Planning Condition of Approval #4 (Prior to Building Permit Submittal) that would require the applicant to work with staff to redesign and enhance the street-facing building elevations on the two units that are visible from Illinois Street. To further enhance the streetscape and interior landscaping, staff has also recommended a condition that all five-gallon trees be upsized

to 15 gallon trees per Planning Condition of Approval #8f (Prior to Building Permit Submittal).

The intent of a Master Plan is to allow varied and diverse uses as integral projects to promote the orderly growth of the City. The Master Plan would allow single family residential uses and development standards for the project area. Allowed uses are intended to include existing uses, anticipated future uses, and other uses that would be compatible with existing and proposed future uses. The proposed use for this project is for six two-story single-family detached units.

Usable open space for these homes is minimal. The buildings are set back twenty feet from the front property line and ten feet from the back of sidewalk (there is a ten foot section of the public right-of-way that is not in use as street or sidewalk). All other yards are five feet except for those yards where the garages are zero lot line.

The proposed Unit Plan would approve development of six homes on individual lots approved as Tentative Map #05-0004. The homes will be two stories, with two-car garages on the ground floor, and would be three bedrooms and three bathrooms. The proposed homes would have a combination of horizontal lapped siding, wood siding and composition roofs. The architectural style would be more contemporary than the existing houses primarily constructed between 1920 and 1940 and serves to provide a transition between the existing residential uses and the surrounding commercial/industrial uses east of the project site.

The proposed Master Plan/Unit Plan would ensure that new development and uses will be compatible with the surrounding existing development. The Unit Plan would provide six homes with access to Illinois Street. With the proposed changes and compliance with the conditions of approval in this report, the project will provide an interesting new development that would be compatible with existing development in the area.

### **Tentative Map**

The proposed tentative map would create six residential lots. The two existing parcels (0.47 acres) into six parcels with a proposed parcel size ranging from 2,936 square feet to 3,915 square feet. The dimensions of the six lots would include two lots that are proposed to be 54 feet by 72.50 feet, two lots that are proposed to be 40.50 feet by 72.50 feet, and the remaining two lots are proposed to be 45.50 feet by 72.50 feet. The tentative map has been reviewed and found to be consistent with Section 15.08 (Tentative Maps) of the Vallejo Municipal Code and the Subdivision Map Act Guidelines.

## 10. STAFF RECOMMENDATION

### *Mitigated Negative Declaration*

Staff recommends that the Planning Commission forward a recommendation to the City Council to **ADOPT** a Mitigated Negative Declaration subject to the mitigation measures contained in this report.

### *Zoning Map Amendment*

Staff recommends that the Planning Commission forward a recommendation to the City Council to **APPROVE** Zoning Map Amendment #05-0002 subject to the findings and conditions provided in this report.

### **Findings:**

These findings are made based upon all evidence in the record including the staff report, all of which are incorporated by reference.

- A. The proposed Zoning Map Amendment as conditioned is consistent with the General Plan.
- B. The proposed Zoning Map Amendment is necessary for the development of the six family homes.
- C. The proposed Zoning Map Amendment is necessary for the future orderly and consistent development of the subject area.

### *Planned Unit Development (Master Plan / Unit Plan)*

Staff recommends that the Planning Commission forward a recommendation to the City Council to **APPROVE** Planned Unit Development (Master Plan / Unit Plan) #05-0012 subject to the findings and conditions provided in this report.

### **Findings:**

These findings are made based upon all evidence in the record including the staff report, all of which are incorporated by reference.

- A. The proposed master plan is consistent with the goals and policies of the Vallejo General Plan per Section 3 of this report. The project is not located in a specific plan area.

- B. The master plan furthers the stated purpose of the planned development district per Section 9 of this report.
- C. The master plan is in conformity with public convenience, the general welfare and good land use practice.
- D. The master plan will not be detrimental to health, safety and general welfare per Section 9 and the proposed Mitigated Negative Declaration.
- E. The master plan will not adversely affect the orderly development or the preservation of property values.
- F. The unit plan is consistent with the intent, purpose and development standards of the master plan per Section 9 of this report.
- G. The unit plan serves to achieve groupings of structures which will be well related one to another and which, taken together, will result in a well-composed urban design, with consideration given to site, height, arrangement, texture, material, color and appurtenances, the relation of these factors to other structures in the immediate area, and the relation of the development to the total setting as seen from key points in the surrounding area per Section 9 of this report.
- H. The unit plan is of a quality and character which harmonizes with, and serves to protect the value of, private and public investments in the area.

***Tentative Map***

Staff recommends that the Planning Commission forward a recommendation to the City Council to **APPROVE** Tentative Map #05-0004 subject to the findings and conditions provided in this report.

**Findings:**

These findings are made based upon all evidence in the record including the staff report, all of which are incorporated by reference.

- A. The Tentative Map is consistent with the goals and policies of the Vallejo General Plan per Section 3 of this report.
- B. The Tentative Map will not result in any significant environmental impacts that cannot be mitigated per Section 2 of this report.
- C. As conditioned, the Tentative Map meets the specific standards prescribed in the Zoning Ordinance as discussed in Section 4 of this report.

- D. As conditioned, the Tentative Map is in conformance with the Subdivision Map Act and the Subdivision Ordinance as discussed in Section 5 of this report.

**CONDITION COMPLIANCE REQUIRED PRIOR TO BUILDING PERMIT SUBMITTAL:**

***Planning Division***

1. Prior to submittal of final map, submit a numbered list to the Planning Division stating how each project requirement contained in this report will be satisfied. The list should be submitted to the project planner who will coordinate development of the project.
2. Prior to building permit submittal, submit a complete set of construction plans to the project planner for review and approval.
3. The project shall comply with all mitigation measures outlined in the attached Mitigated Negative Declaration and Mitigation Monitoring Program.
4. Prior to building permit submittal, submit a colors and materials board, showing the exterior architectural materials to be used. T-111 or Panel Siding shall not be used on this project. Exterior materials shall reflect and be respectful of the surrounding homes fronting on Fern & Illinois Streets
5. Prior to the building permit submittal, submit details of the window, door and garage trim to the project planner for review and approval.
6. Prior to building permit submittal, submit details and location of any proposed fencing to the Project Planner for review and approval. Fencing shall comply with Section 16.70 of the Vallejo Municipal Code. The fencing shown on page C-1 of the submitted plans calls for seven (7) foot high wood fencing, the maximum height of fencing shall not exceed six (6) feet per Section 16.70.060F of the Vallejo Municipal Code.
7. Prior to building permit submittal, work with staff to revise the two side elevations for the two units that front on Illinois Street. The revised elevations shall be enhanced architecturally to provide more visual interest as viewed from Illinois Street.
8. Prior to building permit submittal, the applicant shall work with staff to revise the landscape plans to meet City requirements. Submit 2 sets of revised landscaping plans prepared by a registered landscape architect to the Planning Division for review and approval. The requirement for a registered landscape architect may be

waived at the discretion of the Planning Manager. Landscape plans shall comply with Chapter 16.70 (VMC), and are to include the following:

- a. The use of a variety of plant materials including perennials and ornamental grasses.
  - b. A minimum of 1 City-approved street tree per unit to be planted at least 6 feet from any sewer line;
  - c. Specification of low growth type species adjacent to doors, windows and walkways;
  - d. Low-water using and drought-resistant plant materials;
  - e. Screening of required backflow preventer;
  - f. All trees to be minimum of 15 gallon, double staked; at least 50% of the proposed shrubs shall be a minimum of 5 gallon;
  - g. Irrigation plan indicating all components of the irrigation system including sprinklers and other outlets, valves, backflow prevention devices, controllers, piping and water usage.
9. Prior to building permit submittal, submit an official stamped certification by a licensed and registered engineer or architect that the proposed project and structure complies with Section 7.98 (Floodplain Management Regulations).

#### ***Building Division***

1. Prior to building permit submittal, submit a revised roof plan. The roof valleys as presently illustrated show roof valleys dumping water over and at the property lines
2. Prior to building permit submittal, submit plans showing that the garage walls at the property line have a one-hour construction.

#### ***Public Works Department***

1. Prior to building permit submittal, submit a numbered list to the Planning Division stating how each condition of project approval contained in this report will be satisfied. The list should be submitted to the project planner who will coordinate development of the project. (PW1)
2. Prior to building permit submittal, apply to FEMA for a letter of Map Revision (LOMR) and secure their approval.
3. Comply with the City of Vallejo Flood Damage Protection Ordinance (Section 7.98 of the Vallejo Municipal Code).



4. Prior to building permit submittal, submit a geotechnical investigation report for this project for review.
5. Prior to building permit submittal, submit a site grading, drainage, improvement, utility and landscaping and irrigation plans for review and approval. Site plan shall show all proposed and existing improvements and utility services. Secure approval of the site plan prior to building permit submittal.
6. Prior to building permit submittal, establish a common access, drainage, parking and utility easements with in the common area for the benefit of all six units.
7. Prior to building permit submittal, underground overhead utility wires fronting the property. All proposed utility wires serving the lots shall be under-grounded.
8. Dedicate a six foot wide Public Utility Easement along Illinois Street fronting the property.
9. Prior to building permit submittal, submit an address map for review and approval.
10. Owner of the property shall request in writing from the Public Works Department to assign an address for each lot.
11. Prior to building permit submittal, submit three sets of plans to the Department of Public Works for plan check review and approval. (Improvement or civil plans are to be prepared by a licensed civil engineer.) Plans are to include, but may not be limited to, grading and erosion control plans, improvement plans, joint trench utility, street light plans, and landscaping, irrigation and fencing plans and all supporting documentation, calculations, and pertinent reports. (PW3)
12. Prior to building permit submittal, or acceptance of grading, compaction test results and certification letter from the project soils engineer and civil engineer confirming that the grading is in conformance with the approved plans must be submitted to Public Works for review and approval. Test values must meet minimum relative compaction recommended by the soils engineer (usually at least 90 percent). (PW8)
13. Obtain a street excavation permit from the Department of Public Works prior to performing any work within City streets or rights-of-way, or prior to any cutting and restoration work in existing public streets for utility trenches. All work shall conform to City standards (PW 10).

14. Prior to building permit issuance, obtain an encroachment permit from the Department of Public Works for all work proposed within the public right-of-way (PW 11).
15. Prior to building permit submittal, submit a traffic control plan to the Department of Public Works for review and approval (PW 12).
16. Prior to approval of construction plans, provide bonds and pay applicable fees. Bonding shall be provided to the City in the form of a "Performance Surety" and a separate "Labor and Materials Surety" in amounts stipulated by City ordinance (PW 15).
17. The project is located within the 100-year flood zone and shall therefore comply with Chapter 7.98 – Flood Damage Protection, VMC. Prior to obtaining a grading permit, apply to the Federal Emergency Management Administration (FEMA) for a Conditional Letter of Map Revision (CLOMR). Prior to building permit submittal, apply to FEMA for a letter of Map Revision (LOMR). Prior to obtaining a certificate of occupancy or acceptance by the City, whichever is applicable, obtain an approved Letter of Map Revision from FEMA. It will take FEMA at least 90 days to obtain CLOMR or LOMR. FEMA can be contacted by telephone at 9415)923-7177, or FEMA, Mitigation Division, Building 105, Presidio of San Francisco, San Francisco, CA 94129-1250. (PW18)
18. Prior to building permit submittal, submit a final a final map prepared by a qualified civil engineer or land surveyor for review and approval. (VMC 15.12.030)
19. Prior to recording the final or parcel map, the owner shall pay the City charges required by Solano County for providing copies of the recorded map to the City (\$15.00/Sheet).
20. Pay the map checking fee. (Resolution No. 02-55 N.C.)

***Water Division***

1. Submit a numbered list to the Water Division stating how each condition of project approval will be satisfied.
2. All water system improvements shall be consistent with the Vallejo Water System Master Plan, 1985, prepared by Kennedy/Jenks Engineers. Prior to building permit submittal, water system improvement plans shall be submitted to the Water Division for review and approval, and shall contain at least:
  - b. Location and size of domestic service connection(s).
  - c. Location and size of irrigation service connection(s).

- d. Location of fire hydrants.
  - e. Location of structures with respect to existing public water system improvements such as mains, meters, etc.
  - g. Location and size of backflow prevention devices (required on water service connections to irrigation systems, certain commercial water users, and to commercial fire sprinkler systems, per City Ordinance 922 N.C. (2d).
3. Fire flow and pressure requirements of the Fire Department shall be satisfied. Fire flow at no less than 25 psig residual pressure shall be available within 1000 feet of any structure. One half of the fire flow shall be available within 300 feet of any structure.
    1. For single family residential units, the fire flow is 1500 gpm.
    2. For other developments, see the Vallejo Water System Master Plan, 1985, prepared by Kennedy/Jenks Engineers and its latest update by Brown and Caldwell dated April 1996
  4. Prior to building permit submittal, hydraulic calculations demonstrating that the fire flow required by the Fire Marshall is satisfied shall be submitted to the Water Superintendent.
  5. Fire hydrant placement and fire sprinkler system installation, if any, shall meet the requirements of the Fire Department. For combined water and fire services, the requirements of both the Fire Department and the Vallejo Water System Master Plan, with latest revisions shall be satisfied.
  6. Each lot or unit shall be metered separately.
  7. Prior to building permit submittal, hydraulic calculations shall be submitted to the Water Division demonstrating that the fire flow requirements are complied with.
  8. Water service shall be provided by the City of Vallejo following completion of the required water system improvements and payment of applicable fees. Performance and payment bonds shall be provided to the City of Vallejo prior to construction of water system improvements. Fees include those fees specified in the Vallejo Municipal Code including connection and elevated storage fees, etc. and fees for tapping, tie-ins, inspections, disinfection, construction water, and other services provided by the City with respect to the water system improvements. The Water Division may be contacted for a description of applicable fees.

9. The water service (if existing) on site may not meet Plumbing Code requirements for the number of fixture units in this development. Submit plumbing calculations that show the existing water service and/or meter size meets the current Plumbing Code requirements. If it does not, upsize the water service and meter size to recommended size. Application for water service changes should be directed to Water Engineering at 202 Flemming Hill Road, Vallejo, CA 94589.

***Vallejo Sanitation and Flood Control District***

1. Prior to building permit submittal, a VSFCD Connection Permit is required. Pay all applicable review and connection fees.
2. Prior to building permit submittal, submit a revised site utility plan showing the storm drain and sanitary sewer system within the lots private. The District's responsibility shall be from the ROW to the District's facility.
3. The existing sanitary sewer on the easterly side of your subdivision shall be protected and not encroached upon.
4. All individual parcels shall drain and sewer directly to the public system. Prior to building permit submittal, submit complete improvement plans and supporting documentation illustrating that the individual parcels drain and sewer directly to the public system. Please show the location of the sanitary sewer and cleanout on the site utility plan.
5. Prior to building permit submittal, the property owner shall submit a proposed easement description for approval by the District. Vallejo Sanitation and Flood Control District pipeline facilities shall be located in a 15 foot wide easements or street right-of-way.
6. Prior to building permit submittal, please show a manhole over the 12-inch SD pipe at the property line. Please show a Vallejo Sanitation and Flood Control District cleanout over the 6-inch SS pipe at the property line. The intention of this is to make the systems discernible between what is public and what is private. Please show the location on the drawings.
7. The sanitary sewer pipe size in Illinois Street is 15 inches not 18 inches.
8. Prior to building permit submittal, resubmit the design drawings showing the corrections above.

### ***Fire Prevention***

1. Prior to building permit submittal, resubmit plans showing an adequate roadway width. Access roads shall have an unobstructed width of not less than 20 feet. (2001 California Fire Code 902.2.2.1)
2. In Residential (Group R) Occupancies, single station smoke detectors shall be installed prior to occupancy/final building inspection in each sleeping area and at a point centrally located in the corridor or area giving access to each separate sleeping area. When the dwelling unit is of more than one story (including basement) there shall be a smoke detector on each story. When a story is split into more than one level, the smoke detector shall be installed on the upper level. (2001 CBC Section 310.9.1.1).
2. Prior to building permit submittal, submit a numbered list to the Fire Prevention Division stating how each condition of project approval will be satisfied.
3. Prior to building permit submittal, the applicant shall install an approved and tested water supply system capable of supplying the required fire flow as determined by the Fire Chief. Water supply systems for staged construction shall provide required fire flows at all stages. (2001 CFC Section 901.4)
4. Additional fire hydrants may be needed, prior to building permit submittal, submit a complete set of plans for review and approval. Prior to building permit submittal, submit a complete set of plans for review and approval. All fire hydrants are to have a "blue dot" high way reflector installed on the adjacent street of the driveway to clearly identify the fire hydrant locations (2001 CFC Section 903, Appendix III-B)

### **CONDITION COMPLIANCE REQUIRED PRIOR TO OCCUPANCY/FINAL INSPECTION:**

#### ***Planning Division***

1. Prior to final occupancy install required landscaping as illustrated on the approved landscape plan.
2. Prior to occupancy/final building inspection, install landscaping and irrigation per approved plans. The landscape architect shall verify in writing that the landscaping and irrigation have been installed in accordance with the approved landscaped plans with respect to size, health, number and species of plants and the overall design concept.

3. Obtain an inspection from the Planning Division prior to occupancy/final building inspection. All inspections require a minimum 24-hour notice. Occupancy permits shall not be granted until all construction and landscaping is complete and final in accordance with the approved plans and required conditions of approval or a bond has been posted to cover all costs of the unfinished work as agreed to by the Planning Manager.

### ***Public Works***

1. Prior to occupancy, remove and replace broken curb, gutter and sidewalk fronting the property as determined in the field by the City Engineer. (VMC, 10.04). Obtain a sidewalk permit from the Public Works Department prior to any work.
2. Prior to final occupancy, install frontage improvements as determined in the field by the City Engineer.
3. Prior to occupancy/final building inspection, install the improvements required by Public Works including but not limited to streets and utilities. (PW16)
4. Prior to occupancy/final building inspection, remove and replace any broken curb, gutter, sidewalk or driveway approach as directed in the field by the City Engineer. (PW17)
5. Prior to release for occupancy, plant street trees in accordance with Vallejo Municipal Code, Section 15.06.190 and Regulations and Specifications for Public Improvements, Section 3.3.48. The list of approved trees is available in the office of the Public Works Director. The minimum standard shall be at least one tree for each 50 feet of street frontage or fraction thereof, including secondary or side streets. Street tree(s) shall be inspected by Public Works Landscape Inspector prior to release for occupancy. (PW19)
6. Prior to occupancy, install required street tree fronting the property along Illinois Street. Street tree shall be selected from the City's approved street tree list. (VMC, Section 15.06.190 and Regulations and Standard Specifications Section 3.3.48)

### ***Fire Prevention***

1. Prior to occupancy/final building inspection, install approved numbers or addresses on all buildings in such a position as to be clearly visible and legible from the street. Residential buildings shall have numerals or letters not less than 3 inches in height, and approved color that contrasts the background. Commercial occupancies shall have numerals or letters not less than 6 inches in height of contrasting background, and illuminated at night (2001 CFRC Section 901.4.4; added VMC Section 12.28.170)

2. Prior to final occupancy/final building inspection, all applicable fees shall be paid and a final Fire Prevention inspection shall be conducted. All meetings and inspections require a minimum 24-hour advance request.
3. Prior to occupancy/final building inspection, install "No Parking/Fire Lane" signs along interior access roadways, in locations where vehicle parking would encroach on a 20-foot clear width of roadway (CVC Section 22500.1; CalTrans Traffic Manual sign #R26F).
4. In Residential (Group R) Occupancies, single station smoke detectors shall be installed prior to occupancy/final building inspection in each sleeping area and at a point centrally located in the corridor or area giving access to each separate sleeping area. When the dwelling unit is of more than one story, (including basement) there shall be a smoke detector on each story. When a story is split into more than one level, the smoke detector shall be installed on the upper level.

#### ***Water Department***

1. Prior to occupancy or final building inspection, install water appropriately sized water system improvements as required. Backflow device shall be installed in compliance with the Vallejo Municipal Code and in areas hidden from public view and/or shall be mitigated by landscaping.
2. Individual water services/meters for these units shall be situated only along the frontage at Illinois Street.

#### ***Vallejo Sanitation and Flood Control District***

1. If comments from VSFCDD and the City of Vallejo call for differing standards of development, the higher standard shall apply.
2. If any of the VSFCDD comments are in conflict with comments from the City of Vallejo request clarification.
3. Applicant shall pay all fees (plan review fees, connection fees, etc.) required by VSFCDD for the subject project.
4. Prior to occupancy/final building inspection, provide a standard VSFCDD cleanout at the right-of-way/easement line per District standards and a two-way cleanout at the building per U.P.C.
5. Direct roof drainage across non-paved areas prior to entering storm drain inlets and gutter, when feasible.

6. VSFCD comments shall be understood to require modification of the project to any extent necessary to meet VSFCD requirements, unless specifically stated.
7. Prior to occupancy, install VSFCD cleanout per standard drawing number seventeen.
8. Prior to occupancy, install VSFCD manhole (Sanitary and Storm Drain) per standard drawing number seven and eleven.
9. The VSFCD would prefer the public portion of the sanitary sewer pipe material to be PVC SDR 26.
10. VSFCD personnel shall inspect all work on the District's system.

### ***Crime Prevention***

1. Street number shall be displayed in a prominent location and be easily visible to oncoming emergency vehicles. The numbers shall be illuminated during darkness.
2. Post signs and paint curbs red which have emergency vehicle access lanes.
3. There shall be an illuminated map of the complex affixed at the entrance to the property that allows the viewer to see his/her location and the location of the units on the property.
4. All exterior lighting shall be sufficient to establish a sense of well-being to pedestrians and to facilitate the recognition of persons at a reasonable distance.
5. Metal halide bulbs are recommended.
6. All exterior lighting shall not trespass onto other adjoining properties.
7. Landscaping shall not block or obstruct the view of any door, window, or lighting fixture.

## **STANDARD REQUIREMENTS**

### ***Planning Division***

1. Construction-related activities shall be limited to between the hours of 7 a.m. and 6 p.m., Monday through Saturday. No construction is to occur on Sunday or



federal holidays. Construction equipment noise levels shall not exceed the City's maximum allowable noise levels.

2. T-111 or panel siding shall not be used on this project.
3. All landscaping and fencing surrounding the proposed use shall be maintained in a clean, attractive, and well kept condition and any dead or dying material shall be replaced promptly. There shall be no barbwire or razor fencing allowed.

### ***Public Works***

1. All public improvements shall be designed to City of Vallejo standards and to accepted engineering design standards. The City Engineer has all such standards on file and the Engineer's decision shall be final regarding the specific standards that shall apply.
2. Surface runoff from the site shall be intercepted on site and piped into the public storm drain system (No sidewalk cross drains allowed). Show the point connection of drainage pipe to public storm drain system. Surface drainage of each lot shall be directed to the court and shall not cross neighboring lots, unless a Homeowner Association established to maintain the private storm drain system.
3. The driveway approach and the common driveway inside the project shall not be less than 25 feet in width.
4. Multiple trenches require grinding and overlay along Illinois Street. Limit of work shall be determined by the City Engineer.
5. Water meters shall not be located with the driveway approach.
6. Identify public and private sanitary sewer and storm drain lines in the common court.
7. Prepare and record Codes Covenants and Restrictions (CC&Rs) and a Private Road/Access Maintenance Agreement that shall be reviewed prior to recording by the Planning Division, Public Works Department and the City Attorney.
8. Remove and replace broken curb and gutter fronting the property as determined I in the field by the City Engineer. (VMC, Section 10.04)
9. Entrances to any private project must be standard driveway approaches unless deviation is permitted by the City Engineer. (PW9)
10. Construction inspection shall be coordinated with Public Works and no construction shall deviate from the approved plans. (PW13)

11. The project design engineer shall be responsible for the project plans. If plan deviations are necessary, the project engineer must first prepare a revised plan or details of the proposed change for review by Public Works and, when applicable, by Vallejo Sanitation and Flood Control District. Changes shall be made in the field only after approval by the City. At the completion of the project, the design engineer must prepare and sign the "as built" plans. (PW14)
12. Standard driveway and approach shall be per City standard. (VMC Section 16.62.150)
13. All public improvements shall be designed to City of Vallejo standards and to accepted engineering design standards. The City Engineer has all such standards on file and the Engineer's decision shall be final regarding the specific standards that shall apply (PW 2).
14. Site grading shall comply with Chapter 12.40 - Excavations, Grading and Filling, (VMC). Prior to issuance of grading permit, submit a soils report for review. An independent soils and geological review of the project may be required. The City shall select the soils engineer with the cost of the study to be borne by the developer/project sponsor (PW 4).
15. In design of grading and landscaping, line of sight distance shall be provided based on Caltrans standards. Installation of fencing, signage, above ground utility boxes, etc. shall not block the line of sight of traffic and must be set back as necessary (PW 5).
16. During grading operations, the project geologist or soils engineer and necessary soils testing equipment must be present on site. In the absence of the soils engineer or his representative on site, the to the Department of Public Works shall shut down the grading operation (PW 6).
17. All dust and erosion control shall be in conformance with City standards and ordinances (PW 7).

### ***Fire Prevention***

1. The project shall conform to all applicable requirements of Title 19 (2001 CFC and all VMC Amendments)
2. Should security gates be desired at any entrances to the project, they shall be provided with a Fire Department approved entry system.
3. Development sites shall be maintained weed free during construction. (2001 CFC Section 1103.2.4)

3. Every sleeping room below the fourth story shall have at least one exterior opening for rescue purposes. The opening shall be a minimum of 5.7 square feet, and 20 inches wide by 24 inches high. The finished sill height shall be no higher than 44 inches from the floor. Ladder access shall be provided for buildings over the first floor.

#### ***Water Division***

1. Easements shall be provided for all water system improvements installed outside the public right-of-way:
  - a. Fifteen feet wide (minimum) for water mains.
  - b. Ten feet wide (minimum) for fire hydrants, water meters, backflow preventers, double detector check valves, etc.
2. Each unit or building structure shall be metered separately.
3. Water service shall be provided by the City of Vallejo following completion of the required water system improvements and payment of applicable fees. Performance and payment bonds shall be provided to the City of Vallejo prior to construction of water system improvements. Fees include those fees specified in the Vallejo Municipal Code, including connection and elevated storage fees, etc., and fees for tapping, tie-ins, inspections, disinfection, construction water, and other services provided by the City with respect to the water system improvements. The Water Division may be contacted for a description of applicable fees.

#### ***Vallejo Sanitation and Flood Control District***

1. Direct roof drainage across non-paved areas prior to entering storm drain inlets and gutter, when feasible.
2. The following permits are identified as being required from other agencies prior to construction: Building Permit from the City of Vallejo. Additional permits may be required. It is the responsibility of the applicant to determine any and all permits that are required.
3. After the plans are approved, submit a Construction Permit Application (SSI) Form for connection fee calculation (\$20 Submittal Fee). Non-residential developments shall also submit a Pre-treatment Questionnaire for review by VSFCO Pollution Control Department.
4. Direct roof drainage across non-paved areas prior to entering storm drain inlets and gutter, when feasible.

5. All individual parcels shall drain and sewer directly to the public system.
6. Non-VSFCD facilities serving more than one lot will not be allowed.
7. VSFCD's sanitary sewer or storm drains shall not be installed in the rear of any of the lots.
8. All storm drainage shall be collected onsite and conveyed underground to the public storm drain system.

### **GENERAL REQUIREMENTS**

1. All contractors and subcontractors working on the project shall have City of Vallejo business licenses.
2. Construction-related activities shall be limited to between the hours of 7 a.m. and 6 p.m., Monday through Saturday. No construction is to occur on Sunday or federal holidays. Construction equipment noise levels shall not exceed the City's maximum allowable noise levels.
3. Required landscaping shall be maintained in a neat, clean, and healthy condition. This shall include pruning, mowing of lawns, weeding, removal of litter, fertilizing, replacement of plants when necessary, and the regular watering of all plantings.
4. The conditions herein contained shall run with the property and shall be binding on the applicant, and all heirs, executors, administrators, and successors in interest to the real property that is the subject of this approval.
5. All applicable requirements of any law or agency of the State, City of Vallejo and any other governmental entity at the time of the recording of the Final Map shall be met. The duty of inquiry as to such requirements shall be upon the applicant.
6. The subdivider shall defend, indemnify, and hold harmless the City of Vallejo or its agents, officers, and employees from any claim, action, or proceeding against the City or its agents, officers, or employees to attack, set aside, void, or annul, the approval of this subdivision by the City. The City shall promptly notify the subdivider of any action. The City may elect, in its discretion, to participate in the defense of any action.

### **EXPIRATION**

This Planned Development permit shall expire automatically 24 months after its approval unless authorized construction has commenced or unless this permit is extended by the City prior to the expiration date.

This Tentative Map shall expire 36 months after the date of approval unless a final map has been filed prior to the expiration date.


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The applicant or any party adversely affected by the decision of the Planning Commission may, within ten days after the rendition of the decision of the Planning Commission, appeal in writing to the City Council by filing a written appeal with the City Clerk. Such written appeal shall state the reason or reasons for the appeal and why the applicant believes he or she is adversely affected by the decision of the Planning Commission. Such appeal shall not be timely filed unless it is actually received by the City Clerk or designee no later than the close of business on the tenth calendar day after the rendition of the decision of the Planning Commission. If such date falls on a weekend or City holiday, then the deadline shall be extended until the next regular business day.


Notice of the appeal, including the date and time of the City Council's consideration of the appeal, shall be sent by the City Clerk to all property owners within two hundred or five hundred feet of the project boundary, whichever was the original notification boundary.

The Council may affirm, reverse or modify any decision of the Planning Commission which is appealed. The Council may summarily reject any appeal upon determination that the appellant is not adversely affected by a decision under appeal.

Recommended by:

  
Darren Goon, Assistant Planner

Approved based on the Findings and subject to the Conditions stated above:

  
Don Hazen, Planning Manager

Date 2/20/07

#### ATTACHMENTS

- A. Plans
- B. Tentative Map
- C. Proposed Rezoning
- D. Mitigate Negative Declaration
- E. Initial Study
- F. Conflict of Interest Map

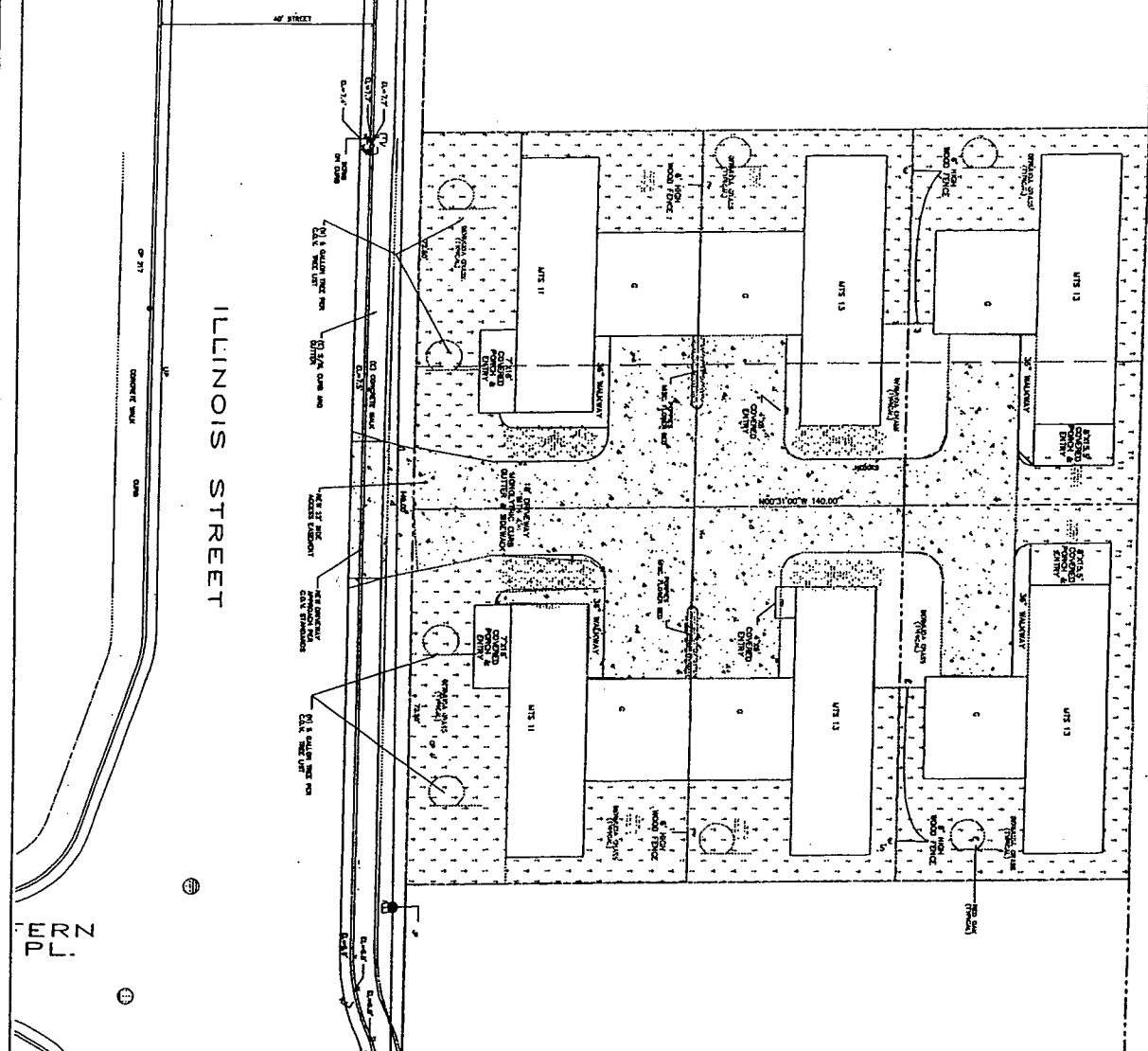








ZONING DRAWING



ILLINOIS STREET

N  
S

**LEGEND**

	EASEMENT		EDGE OF PLANNED UNIT
	FINE HYDRANT		OVERHEAD ELECTRIC LINE
	UTILITY POLE		PROPOSED LOT LINE
	MONUMENT		PROPOSED UNIT LINE
	TREE		PROPOSED LOT LINE
	ABOVE GROUND E&L UTILITY		PROPOSED UNIT LINE
	ABOVE GROUND UTILITY		PROPOSED UNIT LINE
	6-12.5 FIELD CONTROL POINT		PROPOSED UNIT LINE
	SPOT ELEVATION		PROPOSED UNIT LINE

**LANDSCAPE NOTES**

1. ALL PLANTINGS TO BE INSTALLED BY CONTRACTOR WITHIN 14 DAYS OF COMMENCEMENT OF CONSTRUCTION.

2. ALL PLANTINGS TO BE INSTALLED BY CONTRACTOR WITHIN 14 DAYS OF COMMENCEMENT OF CONSTRUCTION.

3. ALL PLANTINGS TO BE INSTALLED BY CONTRACTOR WITHIN 14 DAYS OF COMMENCEMENT OF CONSTRUCTION.

4. ALL PLANTINGS TO BE INSTALLED BY CONTRACTOR WITHIN 14 DAYS OF COMMENCEMENT OF CONSTRUCTION.

5. ALL PLANTINGS TO BE INSTALLED BY CONTRACTOR WITHIN 14 DAYS OF COMMENCEMENT OF CONSTRUCTION.

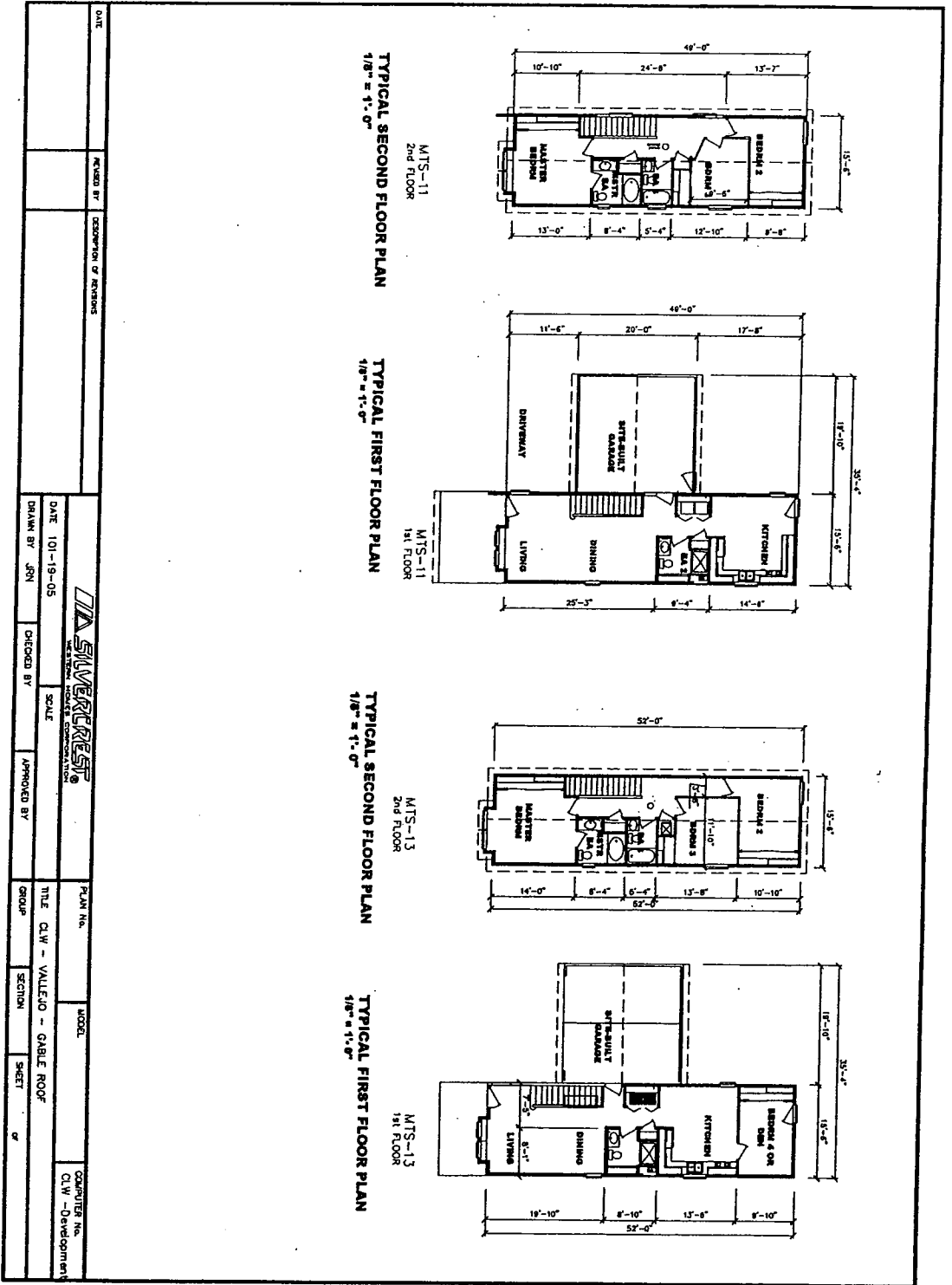


SCALE: 1" = 20'

<p><b>SURVEYOR:</b> Parks Surveyors Inc. 4480 BROAD AVENUE FREMONT, CALIFORNIA 94538 TEL: (925) 486-1100 FAX: (925) 486-0888</p>		<p><b>OWNER/DEVELOPER:</b> CLW PARTNERSHIP 2713 MARKS CORNER RD. SUNSHINE VALLEY 94534 (925) 572-0580</p>	
<p><b>ARCHITECT:</b> SILVERCREST WESTERN HOMES CORP. 1195 RINDGER ST WOODLAND 95694 (530) 662-8188</p>		<p><b>PROJECT NO:</b> 04-07</p> <p><b>DRAWN BY:</b> ESI GOOD DEPT.</p> <p><b>CHECKED BY:</b> C. E.</p> <p><b>NO. DATE ISSUED:</b></p>	
<p><b>SHEET TITLE:</b> LANDSCAPE PLAN</p> <p><b>SHEET NUMBER:</b> L-1</p>		<p><b>1st SUBMITTAL:</b> 10/25/05</p> <p><b>2nd SUBMITTAL:</b> 07/15/06</p> <p><b>ES JOB NO.:</b> 04-07</p>	

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ZONING DRAWING

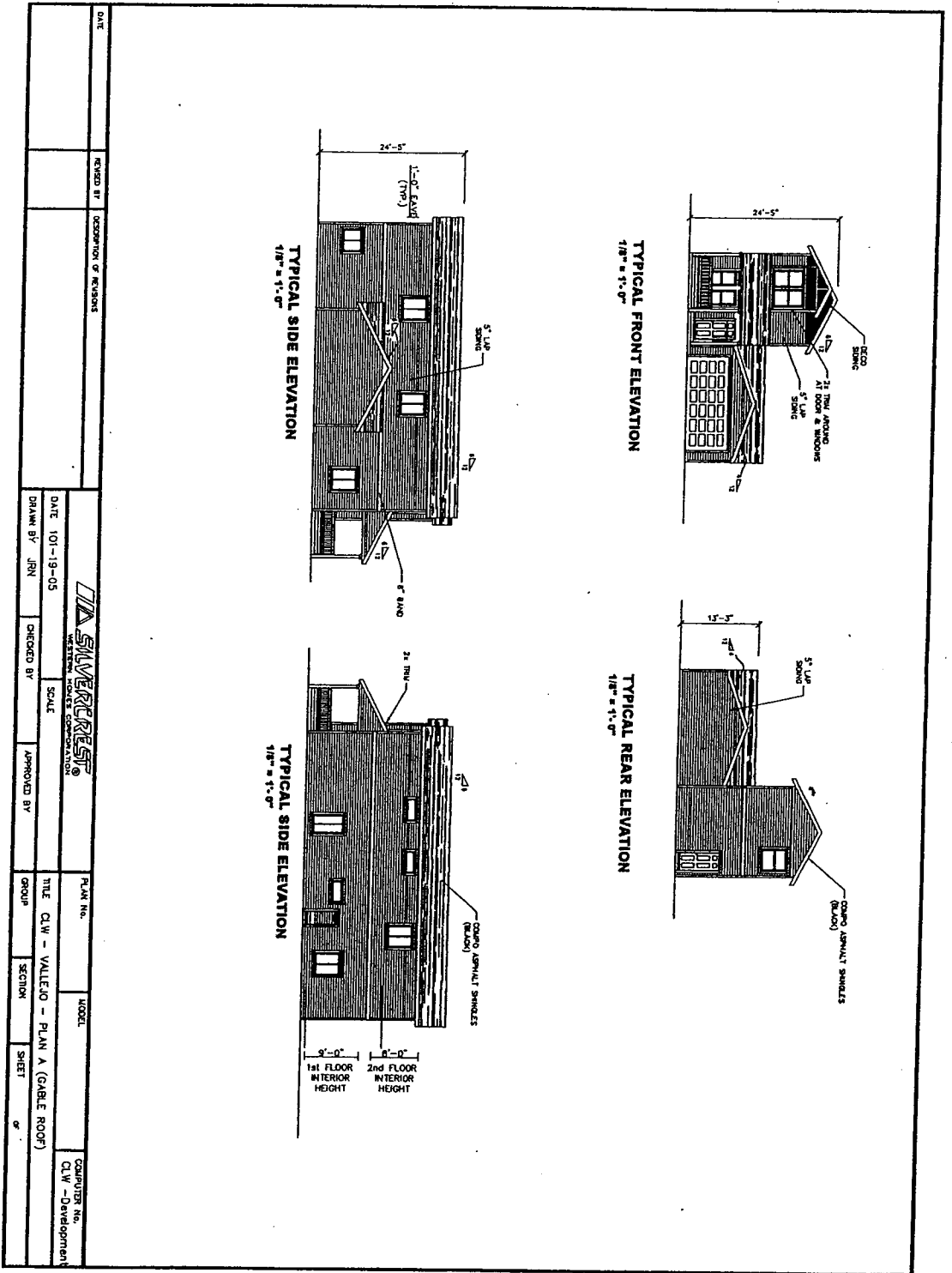


DATE	REVISION BY	DESCRIPTION OF REVISIONS	DATE 101-19-05	DRAWN BY JPN	CHECKED BY	APPROVED BY	PLAN NO.	MODEL	COMPUTER NO.
							CLW - VALLEJO - GABLE ROOF		CLW - Development
			SCALE				TITLE		
			DRAWN BY				GROUP		
			CHECKED BY				SECTION		
			APPROVED BY				SHEET		
							SHEET		

<p><b>SURETY:</b> Evens Surety Inc. 400 BROAD AVENUE FARMERSVILLE, CALIFORNIA 94534 TEL (707) 448-1700 FAX (707) 448-4844</p>		<p><b>OWNER/DEVELOPER:</b> CLW PARTNERSHIP 2743 LAMAR CORNER RD. SUSUN VALLEY 94534 (707) 572-0580</p>		<p><b>ARCHITECT:</b> SILVERCREST WESTERN HOMES CORP. 109 PIONEER ST. WOODLAND, CA 95776 (530) 862-9156</p>	
<p>PAEISNO VILLAGE 6 SINGLE FAMILY DWELLINGS ILLINOIS ST., VALLEJO CA SOLANO COUNTY, CA</p>					
PROJECT NO.	04-07	DRAWN BY	ES DDD DEPT	CHECKED BY	C. E.
NO.		DATE	ISSUE		
<p>SHEET TITLE BUILDING PLANS</p>					
<p>SHEET NUMBER A-1</p>					
1st SUBMITTAL:	10/23/05	2nd SUBMITTAL:	03/15/06	ES JOB NO.	04-07

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ZONING DRAWING



DATE	DESIGNED BY	DESCRIPTION OF REVISIONS	PLAN NO.	MODEL	COMPUTER NO.
					CLW - Development
DATE	DRAWN BY	CHECKED BY	APPROVED BY	TITLE	GROUP
10/19/05	JRN			CLW - VALLEJO - PLAN A (GABLE ROOF)	SECTION
					SHEET

<p><b>FRANK SURVEYS Inc.</b>                  448 BROAD AVENUE                  FAYETTEVILLE, CALIFORNIA 95630                  TEL (916) 424-1188                  FAX (916) 424-1188</p>	<p><b>OWNER/DEVELOPER</b>                  CLW PARTNERSHIP                  2743 MARKS CORNER RD.                  SUDJUN VALLEY 94534                  (707) 572-0580</p>	<p><b>ARCHITECT</b>                  SILVERCREST WESTERN                  HOMES CORP.                  109 PIONEER ST.                  WOODLAND, CA 95776                  (530) 882-9158</p>	<p><b>PROJECT NO</b> 04-07  <b>DRAWN BY</b> ESI CAD DEPT.  <b>CHECKED BY</b> G. E.  <b>NO.</b> DATE ISSUE</p>
<p><b>SURVEYOR:</b></p>	<p><b>OWNER/DEVELOPER:</b></p>	<p><b>ARCHITECT:</b></p>	<p><b>PROJECT NO</b> 04-07  <b>DRAWN BY</b> ESI CAD DEPT.  <b>CHECKED BY</b> G. E.  <b>NO.</b> DATE ISSUE</p>
<p><b>BUILDING 'A'</b>                  ELEVATIONS 'A'</p>	<p><b>SHEET NUMBER</b>                  A-4.1</p>	<p><b>1st SUBMITTAL</b> 10/23/05  <b>2nd SUBMITTAL</b> 02/15/06  <b>ESR JOB NO.</b> 04-07</p>	<p><b>PAEISNO VILLAGE</b>                  6 SINGLE FAMILY DWELLINGS                  ILLINOIS ST., VALLEJO CA                  SOLANO COUNTY, CA</p>

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ZONING DRAWING

**TYPICAL FRONT ELEVATION**  
1/8" = 1'-0"

**TYPICAL REAR ELEVATION**  
1/8" = 1'-0"

**TYPICAL SIDE ELEVATION**  
1/8" = 1'-0"

**TYPICAL SIDE ELEVATION**  
1/8" = 1'-0"

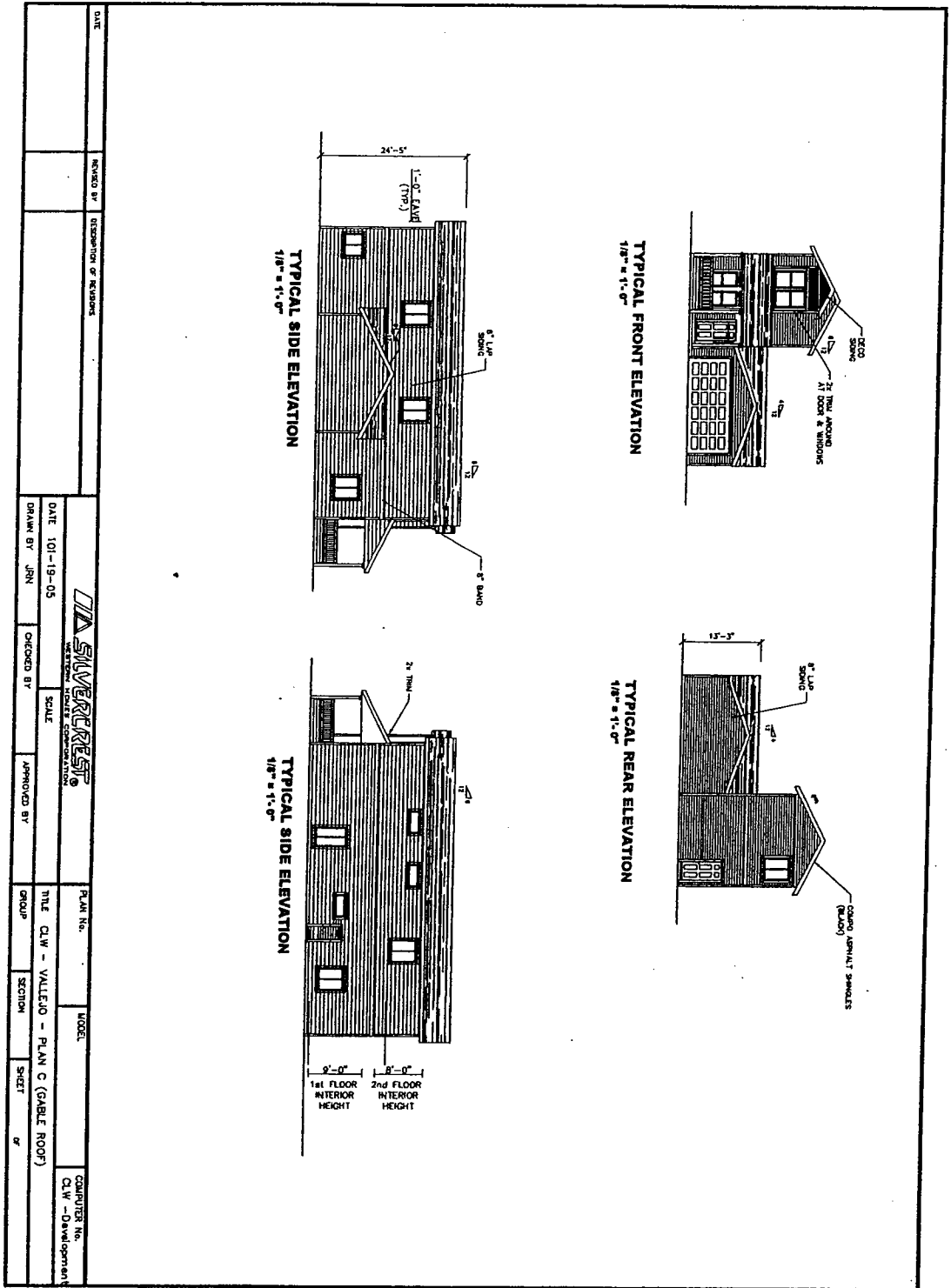
Labels in drawings: 24'-5" (Overall width), 1'-0" EAVE (Trim), 1 1/2" BATT (Roof), 1/2" O.C. (Roof), 1 1/2" BATT (Roof), 1/2" O.C. (Roof), 6" WOOD SHING (Porch), 24" TRIM (Side), 9'-0" 1st FLOOR INTERIOR HEIGHT, 8'-0" 2nd FLOOR INTERIOR HEIGHT.

DATE	REVISED BY	DESCRIPTION OF REVISIONS
DATE 10-1-19-05	DRAWN BY JRN	CHECKED BY
DATE 10-1-19-05	APPROVED BY	
SCALE	GROUP	SECTION
	SHEET	OF
PLAN No.	BOOK	COMPUTER No.
TITLE C.W. - VALLEJO - PLAN B (GABLE ROOF)		C.W. - Development

<p><b>SURETOR:</b></p> <p><b>Estate Surveys Inc.</b>                  NATIONAL SURVEYING                  10000 S. 100th Ave.                  Suite 100                  Denver, CO 80231                  Tel: (303) 444-7900                  Fax: (303) 444-4444</p>	<p><b>OWNER/DEVELOPER</b></p> <p>C.W. PARTNERSHIP                  2763 HUNKS CIRCLE                  SUISUN VALLEY 94534                  (707) 372-0560</p>	<p><b>ARCHITECT</b></p> <p>SILVERCREST WESTERN                  HOMES CORP.                  1400 OAKRIDGE BLVD                  WOODLAND 95776                  (530) 862-2156</p>
<p>PAEISNO VILLAGE                  6 SINGLE FAMILY DWELLINGS                  ILLINOIS ST., VALLEJO CA                  SOLANO COUNTY, CA</p>		
<p><b>PROJECT NO.</b> 04-07</p> <p><b>DRAWN BY</b> EST CAD DEPT</p> <p><b>CHECKED BY</b> C. E.</p> <p><b>NO.</b> DATE 10/15/08</p>	<p><b>SHEET TITLE</b></p> <p>BUILDING                  ELEVATION 'B'</p> <p><b>SHEET NUMBER</b></p> <p>A-4.2</p>	<p><b>1st SUBMITTAL</b> 10/25/05</p> <p><b>2nd SUBMITTAL</b> 03/15/08</p> <p><b>EST JOB NO.</b> 04-07</p>

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ZONING DRAWING



DATE	REVISION BY	DESCRIPTION OF REVISIONS
DATE	101-19-05	SCALE
DRAWN BY	JRN	CHECKED BY
<b>SILVERCREST</b> WESTERN HOME CONSTRUCTION		
APPROVED BY		
PLAN No.	MODEL	COMPUTER No.
TITLE	CLW - VALLEJO - PLAN C (GABLE ROOF)	CLW - Development
GROUP	SECTION	SHEET

<p><b>Evans Survey's Inc.</b> Professional Surveyors 2741 Camino del Rio South San Diego, CA 92108 Tel: 619-444-4444 Fax: 619-444-4444</p>		<p><b>OWNER/DEVELOPER</b> CLW PARTNERSHIP 2741 CAMINO DEL RIO SOUTH SUNSHINE VALLE, CA 92108 (707) 372-0580</p>
<p><b>ARCHITECT</b> SILVERCREST WESTERN HOMES CORP. WOOD AND WALKER ST/76 ESPO, 682-9158</p>		<p><b>PROJECT NO.</b> 04-07 <b>DRAWN BY</b> ES CAD DEPT. <b>CHECKED BY</b> G. E. <b>NO.</b> DATE ISSUE</p>
<p><b>PROJECT TITLE</b> PAEISNO VILLAGE 6 SINGLE FAMILY DWELLINGS ILLINOIS ST., VALLEJO CA SOLANO COUNTY, CA</p>		<p><b>SHEET NUMBER</b> BUILDING ELEVATION 'C' A-4.3</p>
<p><b>1st SUBMITTAL</b> 10/28/05 <b>2nd SUBMITTAL</b> 01/13/06 <b>ES JOB NO.</b> 04-07</p>		

NOTES: 1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED. 2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED. 3. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED. 4. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED. 5. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED. 6. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED. 7. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED. 8. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED. 9. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED. 10. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.





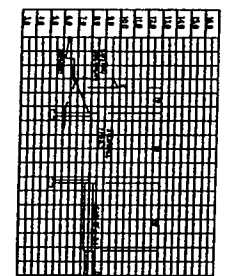
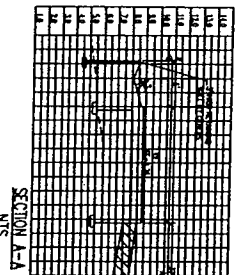
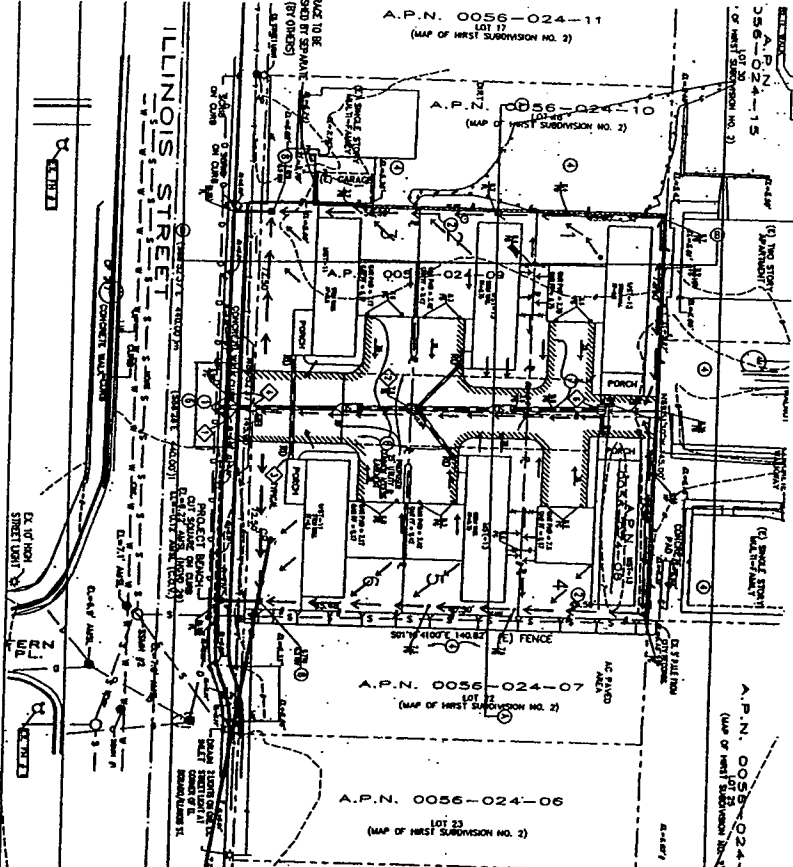
**PRELIMINARY  
NOT FOR  
CONSTRUCTION**

**ILLINOIS ST. MINOR SUBDIVISION  
CONCEPTUAL DRAINAGE AND GRADING PLAN**  
VALLEJO, CALIFORNIA

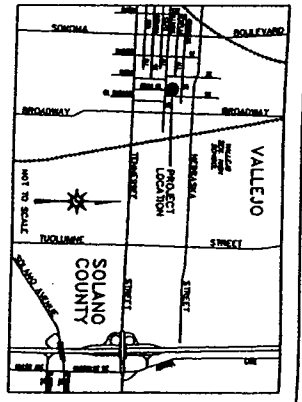


**LEGEND**

PROPOSED PROPERTY LINE	PROPOSED PROPERTY LINE
PROPOSED FLOWLINE	PROPOSED FLOWLINE
PROPOSED CATCH BASIN	PROPOSED CATCH BASIN
PROPOSED WATER METER	PROPOSED WATER METER
PROPOSED SOIL VALVE	PROPOSED SOIL VALVE
PROPOSED EXISTING CONTOUR	PROPOSED EXISTING CONTOUR
PROPOSED CONTOUR	PROPOSED CONTOUR



- NOTE:**
- IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY ALL NEIGHBORING IMPROVEMENTS AND EXISTING UTILITIES PRIOR TO CONSTRUCTION.
  - CONSTRUCTIVE SHALL BE DONE TO THE SATISFACTION OF THE CITY ENGINEER.
  - ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY ENGINEER'S SPECIFICATIONS.
  - THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY ENGINEER AND THE CALIFORNIA DEPARTMENT OF WATER RESOURCES.
  - ALL MATERIALS SHALL BE OF THE BEST QUALITY AND SHALL BE SUBJECT TO INSPECTION AND TESTING BY THE CITY ENGINEER.
  - THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
  - ALL UTILITIES SHALL BE PROTECTED AND SHALL NOT BE DAMAGED OR DISRUPTED.
  - THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES.
  - ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
  - THE CONTRACTOR SHALL MAINTAIN ADEQUATE RECORDS OF ALL WORK DONE.



The complete set of design and drawings for this project is available for review at the office of the Designer. The Designer is not responsible for any errors or omissions in this drawing or any other drawings or specifications. The Designer is not responsible for any construction or other work done in reliance on these drawings or specifications. The Designer is not responsible for any damage to property or persons resulting from the use of these drawings or specifications. The Designer is not responsible for any other work done in reliance on these drawings or specifications.

**DESIGNED BY:** CC  
**DRAWN BY:** AH  
**CHECKED BY:** CC

**SCALE:** 1"=20'

**PROJECT:** ILLINOIS ST. MINOR SUBDIVISION  
DRAINAGE AND GRADING  
PLAN  
VALLEJO, CALIFORNIA

<b>DESIGNED BY:</b> CC	<b>SCALE:</b> 1"=20'	<b>PROJECT:</b> ILLINOIS ST. MINOR SUBDIVISION DRAINAGE AND GRADING PLAN VALLEJO, CALIFORNIA
<b>DRAWN BY:</b> AH	<b>DRAWING:</b> 0	
<b>CHECKED BY:</b> CC	<b>REV. No.:</b> 0	



<b>DATE:</b> MARCH 17, 2008	<b>LEGAL DESCRIPTION:</b>	<b>DEVELOPER:</b>
<b>SHEET:</b> 3 OF 5		







**LEGEND**

- MANHOLE
- FIRE HYDRANT
- LIGHT POLE
- MONUMENT
- TREE
- ANAL. ABOVE MEAN SEA LEVEL
- AD. ABOVE GROUND LEVEL
- OF 6-IN. FIELD CONTROL POINT
- EDGE OF PAVEMENT
- OVERHEAD ELECTRIC LINE
- FENCE LINE
- PROPERTY LINE
- PROPERTY LOT LINE
- EASEMENT LINE
- PR-POWER POLE
- PR-TELEPHONE POLE
- HANDICAPPED PARKING
- LOCATION TIC MARK
- SPOT ELEVATION

**VICINITY MAP**

**PROJECT DATA**

EXISTING USE:	LOT SIZES
VACANT	LOT AREA (SQ. FT.)
EXISTING ZONE:	
U-L (INTENSIVE USE LIMITED)	1 3298.75
	2 2938.25
	3 2918.00
	4 2515.72
	5 2515.72
	6 3915.00

**PROPOSED ZONE:**  
HDR (HIGH DENSITY RESIDENTIAL)

**NUMBER OF UNITS:**  
6

**PROPOSED PROJECT:**  
THERE ARE TWO UNIT TYPES: MST-11 AND MST-13  
EACH UNIT IS A 2-STORY, 3 BEDROOM, 2.5 BATH  
MST-11: 1,343 SQ. FT. - SINGLE FAMILY DWELLING  
MST-13: 1,633 SQ. FT. - SINGLE FAMILY DWELLING  
LOT AREA:  
20,300 SQUARE FOOT = 0.47 ACRES

**CUT/FILL:**  
NONE < 50 C.Y.

CHARLES L. EVANS  
L.S. 3709  
DIGNITY 06/26/06

**OWNER/DEVELOPER:**  
Erans Surveys Inc.  
400 VINE AVENUE  
VALLEJO, CALIFORNIA 94590  
Tel: (707) 426-1790  
Fax: (707) 426-1944

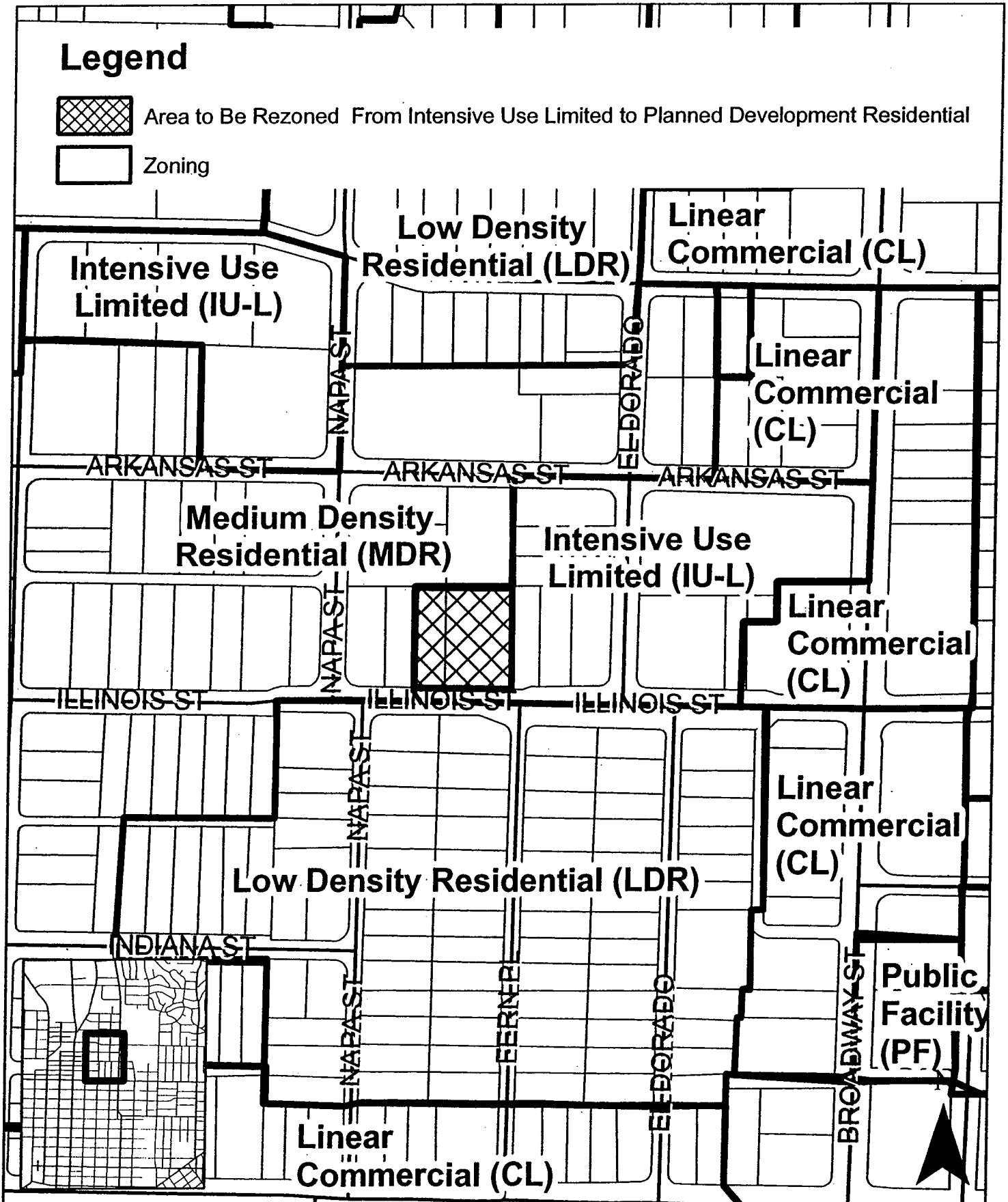
**ARCHITECT:**  
SILVERCREST WESTERN  
HOMES CORP.  
109 PIONEER ST.  
WOODLAND, CA 95776  
(530) 662-9156

**CLW PARTNERSHIP:**  
2743 MANKS CORNER RD.  
SUISUN VALLEY 94534  
(707) 372-0560

**TENTATIVE MAP**  
BEING A SMALL LOT SUBDIVISION  
OF LOT 19 AND LOT 20 AS SHOWN  
ON THE MAP OF FIRST SUBDIVISION NO. 2  
RECORDED IN BOOK 5, PAGE 26  
VALLEJO, SOLANO COUNTY, CALIFORNIA  
SCALE: 1" = 20'  
SHEET 1 OF 1  
10/17/05

# Proposed Zone Change

(Intensive Use Limited to Planned Development Residential)



## CITY OF VALLEJO

PROPOSED MITIGATED NEGATIVE DECLARATION

Based on the findings of the attached Initial Study, the City of Vallejo has prepared this Mitigated Negative Declaration for the following project, pursuant to Resolution No. 96-447 N.C. adopted by the Vallejo City Council on December 10, 1996.

PROJECT ACTIONS: Zoning Map Amendment #05-0002  
Planned Development #05-0012  
Tentative Map #05-0013

LOCATION: The project is consists of two vacant Lots on the north side of Illinois Street approximately 500 feet west of Broadway and approximately 1,050 feet east of Sonoma Boulevard on Illinois Street; APN 0056-024-080 and 0056-024-090

PROJECT DESCRIPTION: The project is for a Zoning Map Amendment to rezone the subject parcels from Intensive Use Limited (IU-L) to Planned Development Residential (PDR). The applicant is also requesting a Planned Development Application for a Master Plan/Unit Plan because the proposed lot sizes are less than the 5,000 square foot minimum lot size and to construct one dwelling unit on each of the six proposed lots. A Tentative Map application is required to divide the two existing parcels totaling 0.47 acres into six lots and with a proposed parcel size ranging from 2,936 square feet to 3,915 square feet. The size of the units would include: two units that would be 1,542 square feet and the remaining four units would be 1,634 square feet. Each unit would contain four bedrooms, three bathrooms, kitchen, dining room, optional den, and a two car garage

PROPONENT: CLW Partnership  
2743 Mankas Corner Road  
Suisun Valley, CA 94534

FINDING: Based on an Initial Study prepared by the Planning Division of the City of Vallejo, it has been determined that the above project could have a significant effect on the environment. However, the mitigation measures described below have been incorporated into the project or recommended as conditions of approval, mitigating to a less-than-significant level the potential adverse environmental effect of this action.

REASON TO SUPPORT FINDING:

Based on the information submitted as a part of the application and review of the plans, an Initial Study was prepared for the project. The Initial Study identified potential impacts in the areas of aesthetics, air quality, cultural resources, geology and soils, hazards and hazardous materials, hydrology and water quality, noise, public services, and transportation/traffic. Based on the analysis, mitigation measures have been proposed which address those issues. Thus, it is staff's determination that there will be no significant adverse impact created as a result of the proposed project with the implementation of the following mitigation measures.

## MITIGATION MEASURES

### *AIR QUALITY*

#### Construction Phase:

- 1) Water active sites at least twice daily.
- 2) Cover all trucks hauling dirt, sand, soil, or other loose materials. Maintain at least six inches of freeboard.
- 3) Pave, apply water three times daily, or apply (non-toxic) soil stabilizers on all unpaved access roads, parking areas, and staging areas at construction sites.
- 3) Sweep daily (with water sweepers) all paved access roads, parking areas, and staging areas at construction sites.
- 4) Sweep streets daily (with water sweepers) if visible soil material is carried onto adjacent public streets.
- 5) Hydroseed or apply (nontoxic) soil stabilizers to inactive construction areas (previously graded areas inactive for ten days or more).
- 6) Enclose, cover, water twice daily, or apply (nontoxic) soil binders to exposed stockpiles (dirt, sand, etc.).
- 7) Limit traffic speeds on unpaved roads to 15 mph.
- 8) Install sandbags or other erosion control measures to prevent silt runoff to public roadways.
- 1) Replant vegetation in disturbed areas as quickly as possible.

### *CULTURAL RESOURCES*

- 1) In the event unsuspected historical, archaeological, or paleontological resources or human remains are discovered during any phase of the project, land alteration work within 50 feet of the find shall be halted, the Planning Division notified, and a qualified professional consulted to evaluate the resource and suggest an appropriate management plan as necessary. If human remains are discovered, the County Coroner shall also be notified.


### *HYDROLOGY AND WATER QUALITY*

- 1) The project is located within a 100-year flood zone. The applicant shall mitigation measures as proposed in the letter dated February 16, 2006 by Waterfront Engineering.

*NOISE*

- 1) Equipment and trucks used for the project construction shall utilize the best available noise control techniques (e.g., improved mufflers, equipment redesign, and use of intake silencers, ducts, engine enclosures, and acoustically attenuating shields or shrouds, wherever feasible).
- 2) The project contractor shall place all stationary construction equipment so that emitted noise is directed away from sensitive receptors nearest the project site.
- 3) The construction contractor shall locate equipment staging in areas that will create the greatest distance between construction related noise sources and noise sensitive receptors nearest the project site during all project construction.
- 4) During all project site construction, the construction contractor shall limit all construction-related activities to the hours of 7:00 a.m. and 6:00 p.m. Monday through Saturday. No construction shall be allowed on Sundays and public holidays.
- 5) Mechanical ventilation such as air conditioning systems shall be required for all dwelling units on site to ensure that windows can remain closed for prolonged periods of time to meet interior noise standards.

Date Prepared: October 16, 2006



DARREN GOON  
Assistant Planner

**Environmental Checklist**

**Paissano Village – Six Single Family Dwellings**

1. Project title: Paissano Village Planned Development, Tentative Map and Zoning Map Amendment
  
2. Lead agency name and address:  
  
City of Vallejo Planning Division  
555 Santa Clara Street  
P.O. Box 3068  
Vallejo, CA 94590
  
3. Contact person and phone number:  
Darren Goon, Assistant Planner – (707)-649-3409
  
4. Project location:  
The project is consists of two vacant Lots on the north side of Illinois Street approximately 500 feet west of Broadway and approximately 1,050 feet east of Sonoma Boulevard on Illinois Street; APN 0056-024-080 and 0056-024-090
  
5. Project sponsor's name and address:  
CLW Partnership  
2743 Mankas Corner Road  
Suisun Valley, CA 94534
  
6. General plan designation: High Density Residential      7. Zoning: Intensive Use Limited
  
8. Description of project:  
  
The project is for a Zoning Map Amendment to rezone the subject parcels from Intensive Use Limited (IU-L) to Planned Development Residential (PDR). The applicant is also requesting a Planned Development Application for a Master Plan/Unit Plan to construct six dwelling units. Two of the units would be 1,542 square feet and the remaining four units would be 1,634 square feet. Each unit would contain four bedrooms, three bathrooms, kitchen, dining room, optional den, and a two car garage. A Tentative Map application is required to divide the two existing parcels with a combined square footage of 20,473 square feet into six smaller parcels with a proposed lot size ranging from 2,936 square feet to 3,915 square feet per lot.
  
9. Surrounding land uses and setting: Briefly describe the project's surroundings:  
  
The project is located on Illinois Street. Existing single family homes are located to the west and south of the subject property. To the north are two multi-family residential properties. Located



to the east of the subject property is a legal non-conforming truck storage and maintenance facility.

10. Other public agencies whose approval is required (e.g., permits, financing approval, or participation agreement.)

The project would require approval of the City of Vallejo Planning Commission and City Council with respect to the rezoning, tentative map and planned development unit plan.

**ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED:**

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" as indicated by the checklist on the following pages.

Aesthetics		Agriculture Resources	X	Air Quality
Biological Resources	X	Cultural Resources		Geology /Soils
Hazards & Hazardous Materials	X	Hydrology / Water Quality		Land Use / Planning
Mineral Resources	X	Noise		Population / Housing
Public Services		Recreation		Transportation/Traffic
Utilities / Service Systems	X	Mandatory Findings of Significance		

**DETERMINATION: (To be completed by the Lead Agency)**

On the basis of this initial evaluation:


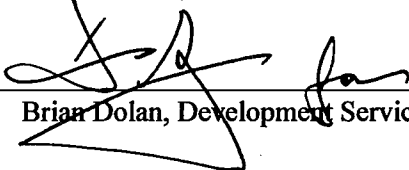
I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.

- X I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.

I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.

I find that the proposed project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.

I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

		10/16/06
Signature	Darren Goon, Assistant Planner	Date 10/16/06
		10/16/06
Signature	Brian Dolan, Development Services Director	Date 10/16/06

<b>Potentially Significant Impact</b>	<b>Less Than Significant with Mitigation Incorporation</b>	<b>Less Than Significant Impact</b>	<b>No Impact</b>
---	--	---	----------------------

**I. AESTHETICS -- Would the project:**

a) Have a substantial adverse effect on a scenic vista? X

*The project site is currently vacant and surrounded by developed properties. No scenic vistas will be adversely effected by this project.*

b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway? X

*The project is not within the vicinity of a scenic highway and there are no rock outcroppings or historic buildings on the site.*

c) Substantially degrade the existing visual character or quality of the site and its surroundings? X

*The lot is currently vacant and there is no significant visual character as surrounding properties are already developed.*

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
<p>d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?</p> <p><i>The project would not create a new source of substantial light or glare. Street lights would be shielded and any other lighting would be typical of single-family development.</i></p>				X
<p>II. AGRICULTURE RESOURCES: In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Dept. of Conservation as an optional model to use in assessing impacts on agriculture and farmland. Would the project:</p> <p><i>The site does not contain agricultural resources.</i></p>				X
<p>a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?</p> <p><i>The site does not include any Farmland.</i></p>				X
<p>b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?</p> <p><i>The site is not zoned for agricultural use and does not have a Williamson Act contract.</i></p>				X
<p>c) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use?</p> <p><i>See (a) and (b) above.</i></p>				X
<p>III. AIR QUALITY -- Where available, the significance criteria established by the</p>				

Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
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applicable air quality management or air pollution control district may be relied upon to make the following determinations. Would the project:

a) Conflict with or obstruct implementation of the applicable air quality plan?

X

*The project would ultimately enable the construction of up to six single-family homes, which would add to the number of vehicle trips per day. The Bay Area CEQA Guidelines indicate that single-family residential projects of less than 320 units are not likely to generate 80 LB/day NOx, the threshold for significant impacts.*

b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation?

X

*Construction-related air quality impacts are anticipated with any construction project. The following mitigation measures, as recommended by BAAQMD for construction sites greater than 4 acres in area, would be required for the project:*

- *Water all active construction sites at least twice daily.*
- *Cover all trucks hauling soil, sand, and other loose materials or require all trucks to maintain at least two feet of freeboard.*
- *Pave, apply water three times daily, or apply (nontoxic) soil stabilizers on all unpaved access roads, parking areas, and staging areas at construction sites.*
- *Sweep daily (with water sweepers) all paved access roads, parking areas, and staging areas at construction sites.*
- *Sweep streets daily (with water*

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
<p><i>sweepers) if visible soil material is carried onto adjacent public streets.</i></p> <ul style="list-style-type: none"> <li>• <i>Hydroseed or apply (nontoxic) soil stabilizers to inactive construction areas (previously graded areas inactive for ten days or more).</i></li> <li>• <i>Enclose, cover, water twice daily, or apply (nontoxic) soil binders to exposed stockpiles (dirt, sand, etc.).</i></li> <li>• <i>Limit traffic speeds on unpaved roads to 15 mph.</i></li> <li>• <i>Install sandbags or other erosion control measures to prevent silt runoff to public roadways.</i></li> <li>• <i>Replant vegetation in disturbed areas as quickly as possible.</i></li> </ul>				
<p>c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?</p> <p><i>The size of the project would preclude it from resulting in a cumulatively considerable net increase in criteria pollutant.</i></p>			X	
<p>d) Expose sensitive receptors to substantial pollutant concentrations?</p> <p><i>The project would not result in substantial pollutant concentrations and, therefore, would not expose sensitive receptors to such.</i></p>			X	
<p>e) Create objectionable odors affecting a substantial number of people?</p> <p><i>The project is a tentative map for single-family homes. No objectionable odors are associated with this use.</i></p>				X

Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
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IV. BIOLOGICAL RESOURCES -- Would the project:

a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?

X

*The project site is surrounded by existing development. No known special status species exist on the site. Animal species in the vicinity are those that are well-adapted to human disturbance.*

b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or US Fish and Wildlife Service?

X

*The site does not include any riparian habitat or other known sensitive natural community.*

c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?

X

*The project would not adversely affect any federally protected wetlands.*

d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?

X

*The site does not support any native resident*

Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
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*or migratory fish or other special status wildlife species.*

e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?

X

*The project does not conflict with any local policies or ordinances protecting biological resources. In addition there are no trees in existence on the site.*

f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?

X

*The project is not within the area of any approved local, regional, or state habitat conservation plan.*

V. CULTURAL RESOURCES -- Would the project:

a) Cause a substantial adverse change in the significance of a historical resource as defined in '15064.5?

X

*There are no know historical, archaeological, or paleontological resources in the project vicinity; however, should any archaeological or paleontological resources be discovered during any phase of the project, the following mitigation measure would limit impacts to a less-than-significant level:*

- In the event unsuspected historical, archaeological, or paleontological resources or human remains are discovered during any phase of the project, land alteration work within 50 feet of the find shall be halted, the Planning Division notified, and a qualified professional consulted to*

Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
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*evaluate the resource and suggest an appropriate management plan as necessary. If human remains are discovered, the County Coroner shall also be notified.*

b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to '15064.5?

X

*See (a) above.*

c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?

X

*See (a), above.*

d) Disturb any human remains, including those interred outside of formal cemeteries?

X

*See (a), above.*

**VI. GEOLOGY AND SOILS -- Would the project:**

a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:

i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.

X

*The project site is not within an Alquist-Priolo Earthquake Fault Zone. The San Francisco Bay Area is, however, recognized as one of the most seismically active regions in the United States. City standard building code compliance will reduce this impact to a less than significant level*

ii) Strong seismic ground shaking?

X



	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
<i>See (i) above</i>				
iii) Seismic-related ground failure, including liquefaction? <i>See (i) above.</i>			X	
iv) Landslides? <i>The subject lot is flat and there are no known landslides.</i>				X
b) Result in substantial soil erosion or the loss of topsoil? <i>The site is flat and located within an urban infill area. The site is not known to be highly susceptible to ground failure, liquefaction, landslides, and erosion. Standard geotechnical investigations/soils reports will be required prior to review of construction drawings to ensure that any soils and slope stability issues are addressed in the project design.</i>			X	
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse? <i>See (b) above.</i>			X	
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property? <i>See (b) above.</i>			X	
e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water? <i>The project would be served by the City sewer system. No septic tanks or alternative waste water disposal systems would be used</i>				X

Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
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*for the project.*

**VII. HAZARDS AND HAZARDOUS MATERIALS - Would the project:**

a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?

X

*The project would not include the routine transportation, use, or disposal of hazardous materials.*

b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?

X

*There are no hazardous materials involved in this project.*

c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?

X

*The project does not involve hazardous materials.*

d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?

X

*The project is not on a site listed as a hazardous materials site.*

e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?

X

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
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*The project is not located within an airport land use plan or within two miles of an airport.*

f) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?

X

*The project is not within the vicinity of a private airstrip.*

g) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?

X

*The project would not impair implement of or physically interfere with an adopted emergency response plan or emergency evacuation plan.*

h) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?

X

*The project is not located adjacent to an area subject to wildland fires.*

**VIII. HYDROLOGY AND WATER QUALITY - Would the project:**

a) Violate any water quality standards or waste discharge requirements?

X

*The project is a small residential project that is less than one acre. Projects sites greater than one acre are subject to a Storm Water Pollution Prevention Plan. Conditions imposed by Vallejo Sanitation and Flood Control District will be sufficient.*

b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net

X

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
<p>deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?</p> <p><i>The project will result in a greater impervious surface but, the amount of surface area is not of sufficient size to result in significant reductions in groundwater recharge.</i></p>				
<p>c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?</p> <p><i>The site is an urban infill site and there are no streams, rivers or other water courses on the site. The project would not increase erosion or siltation..</i></p>				X
<p>d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?</p> <p><i>The project is a small residential project that is less than one acre. All site drainage will be directed to the City's storm drain system and conditions implemented by the Vallejo Sanitation and Flood Control District will prevent the project from having any significant drainage, flooding, or water quality impacts.</i></p>				X
<p>e) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of</p>				X

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
<p>polluted runoff?  <i>See (d) above.</i></p>				
<p>f) Otherwise substantially degrade water quality?  <i>See (d) above.</i></p>				X
<p>g) Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?  <i>The project is within a 100-year flood hazard area per FIRM #060374. Implementation of the mitigation proposed by Waterfront Engineering in their letter dated February 16, 2006 will prevent the project from having any significant impacts.</i></p>		X		
<p>h) Place within a 100-year flood hazard area structures which would impede or redirect flood flows?  <i>See (g) above.</i></p>				X
<p>i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?  <i>There are no dams or levees in the project vicinity.</i></p>				X
<p>j) Inundation by seiche, tsunami, or mudflow?  <i>The project site is not subject to seiche, tsunami, or mudflows.</i></p>				X
<p>IX. LAND USE AND PLANNING - Would the project:</p>				
<p>a) Physically divide an established community?  <i>The project is an infill site and would not divide an established community.</i></p>				X

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
<p>b) Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?</p> <p><i>The project would not conflict with any applicable land use plan, policy, or regulation adopted to avoid or mitigate an environmental effect.</i></p>				X
<p>c) Conflict with any applicable habitat conservation plan or natural community conservation plan?</p> <p><i>There are no habitat or natural community conservation plans within the vicinity of the project site.</i></p>				X
<p>X. MINERAL RESOURCES -- Would the project:</p>				
<p>a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?</p> <p><i>There are no known mineral resources in the vicinity of the project site.</i></p>				X
<p>b) Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?</p> <p><i>See (a) above.</i></p>				X
<p>XI. NOISE B Would the project result in:</p>				
<p>a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?</p> <p><i>Short-term construction-related noise levels</i></p>		X		

**Potentially  
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**No  
Impact**

*may be in excess of the standards established in the General Plan; however, short-term noise impacts are not considered to be significant. Nevertheless, the following mitigation measures shall be implemented to lessen construction-related noise impacts:*

- 1. Equipment and trucks used for the project construction shall utilize the best available noise control techniques (e.g., improved mufflers, equipment redesign, and use of intake silencers, ducts, engine enclosures, and acoustically attenuating shields or shrouds, wherever feasible).*
- 2. The project contractor shall place all stationary construction equipment so that emitted noise is directed away from sensitive receptors nearest the project site.*
- 3. The construction contractor shall locate equipment staging in areas that will create the greatest distance between construction related noise sources and noise sensitive receptors nearest the project site during all project construction.*
- 4. During all project site construction, the construction contractor shall limit all construction-related activities to the hours of 7:00 a.m. and 6:00 p.m. Monday through Saturday. No construction shall be allowed on Sundays and public holidays.*

*The site is not located in an area known to exceed General Plan Standards for residential uses.*

**b) Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?**

*See (a) above.*

**X**

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project? <i>See (a) above.</i>				X
d) A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project? <i>See a) above.</i>		X		
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels? <i>The project is not located within an airport land use plans or within two miles of an airport.</i>				X
f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels? <i>The project is not located within the vicinity of a private airstrip.</i>				X
<b>XII. POPULATION AND HOUSING --</b>				
Would the project:				
a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)? <i>The project would provide 6 developable lots, which is within the anticipated growth in the City's General Plan. A project of this size would not indirectly induce substantial growth.</i>				X
b) Displace substantial numbers of existing				



	<b>Potentially Significant Impact</b>	<b>Less Than Significant with Mitigation Incorporation</b>	<b>Less Than Significant Impact</b>	<b>No Impact</b>
housing, necessitating the construction of replacement housing elsewhere? <i>The project would not displace any existing housing.</i>				X

c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere? <i>The project would not displace any people.</i>				X
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**XIII. PUBLIC SERVICES**

a) Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:

Fire protection? <i>The project would result in six buildable lots, which is included in growth anticipated in the City's General Plan. The project would not result in any substantial adverse physical impacts associated with the provision of governmental facilities or services.</i>				X
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Police protection? <i>See above.</i>				X
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Schools? <i>See above.</i>				X
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Parks? <i>See above.</i>				X
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Other public facilities?				X
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<b>Potentially Significant Impact</b>	<b>Less Than Significant with Mitigation Incorporation</b>	<b>Less Than Significant Impact</b>	<b>No Impact</b>
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*See above.*

**XIV. RECREATION --**

a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?

X

*The project would create 6 buildable lots. Residents would likely use Washington Park located eight blocks to the south. As a condition of the approval of the final subdivision map, the subdivider or owner shall dedicate land or pay a fee in lieu thereof, or both, at the option of the City, for park, recreation, or open space purposes according to the standards and formula contained in Chapter 3 of the Vallejo Municipal Code.*

b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?

X

*The project does not include recreational facilities or require the construction or expansion of recreational facilities. There is a neighborhood park, Washington Park, located eight blocks to the south. Existing traffic signalization and crosswalks are sufficient.*

**XV. TRANSPORTATION/TRAFFIC --**

Would the project:

a) Cause an increase in traffic which is substantial in relation to the existing traffic load and capacity of the street system (i.e., result in a substantial increase in either the number of vehicle trips, the volume to capacity ratio on roads, or congestion at

X

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
intersections)? <i>The project would generate approximately 60 trips per day. The level of increase in traffic is not substantial in relation to the existing traffic level and capacity of the street system.</i>				
b) Exceed, either individually or cumulatively, a level of service standard established by the county congestion management agency for designated roads or highways? <i>See (a) above.</i>				X
c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location, that results in substantial safety risks? <i>The limited size of the project precludes any impacts to air traffic.</i>				X
d) Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)? <i>The intersection of Illinois Street and the new private street for the subdivision has been designed to minimize any hazards.</i>				X
e) Result in inadequate emergency access? <i>The project has been designed to meet the standards for emergency access.</i>				X
f) Result in inadequate parking capacity? <i>The project includes parking that is consistent with the Vallejo Municipal Code requirements.</i>				X
g) Conflict with adopted policies, plans, or programs supporting alternative transportation (e.g., bus turnouts, bicycle racks)? <i>The project would not conflict with adopted</i>				X

Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
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*policies, plans, or programs supporting alternative transportation. The closest bus stops are located on Broadway Street to the east and Sonoma Boulevard to the west.*

**XVI. UTILITIES AND SERVICE SYSTEMS B** Would the project:

a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?

X

*The project is within the development anticipated in the General Plan and would not exceed wastewater treatment requirements of the BAWQCB.*

b) Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?

X

*The project is within the development anticipated in the General plan and would not require or result in the construction or expansion of new water or wastewater treatment facilities.*

c) Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?

X

*Existing storm water collection facilities are adequate to serve the project.*

d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?

X

*Sufficient water supplies are available to serve the project from existing entitlements and resources.*

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
<p>e) Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?</p> <p><i>The project would not exceed the capacity of the wastewater treatment provider (VSFCD).</i></p>				X
<p>f) Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?</p> <p><i>The project is within development anticipated in the Vallejo General Plan and would be served by a landfill with sufficient capacity to accommodate the project's solid waste disposal needs.</i></p>				X
<p>g) Comply with federal, state, and local statutes and regulations related to solid waste?</p> <p><i>The project complies with federal, state, and local statutes and regulations related to solid waste as a condition of project approval.</i></p>				X
<p><b>XVII. MANDATORY FINDINGS OF SIGNIFICANCE --</b></p>				
<p>a) Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?</p> <p><i>With implementation of proposed mitigations, the project has no potentially significant impacts.</i></p>				X
<p>b) Does the project have impacts that are</p>				

Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
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individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?

*The proposed project would not have any impacts that are individually limited, but cumulatively considerable.*

X

c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?

*With implementation of proposed mitigation, the project has no environmental effects that will cause substantial adverse effects on human beings, either directly or indirectly.*

X

## SUPPORTING INFORMATION SOURCES

1. Project Specific Factor/Project Design
2. City of Vallejo General Plan, July 1999
3. City of Vallejo Municipal Code (as adopted)
4. State of California, Subdivision Map Act (Government Code Sections 66410 to 66499.58)
5. Vallejo Citywide Traffic Study, June 1994
6. BAAQMD CEQA Guidelines Assessing the Air Quality Impacts of Projects and Plans, Bay Area Air Quality Management District, April 1996, revised December 1999.
7. City of Vallejo, Regulations and Specifications for Public Improvements (as adopted)
8. City of Vallejo, Vallejo Water System Master Plan, 1985, prepared by Kennedy/Jenks Engineers, as updated by Brown & Caldwell, 1996.
9. City of Vallejo, 1995 Urban Water Management Plan
10. Vallejo Sanitation and Flood Control District, Wastewater Facilities Master Plan, 1992.
11. Vallejo Sanitation and Flood Control District, Storm Drainage Master Plan, 1992.
12. Greater Vallejo Recreation District Master Plan, May 1986.
13. Greater Vallejo Recreation District and City of Vallejo, Vallejo Trails Master Plan, June 1988
14. Uniform Building Code (as adopted)
15. Uniform Fire Code (as adopted)
16. Vallejo Fire Prevention Standards.
17. Verbal and/or written comments from Vallejo Department of Public Works (Engineering Division)
18. Verbal and/or written comments from Vallejo Water Division
19. Verbal and/or written comments from Vallejo Fire Prevention Division
20. Verbal and/or written comments from Vallejo Police Department
21. Verbal and/or written comments from Vallejo Sanitation and Flood Control District
22. California Archeological Inventory, Northwest Information Center, Sonoma State University
23. Federal Emergency Management Agency, Flood Insurance Program
24. California Department of Conservation, *Special Report 166 - Mineral Land Classification: Aggregate Materials in the San Francisco - Monterey Bay Area*
25. Office of Planning and Research, Hazardous Waste and Substance Sites List
26. City of Vallejo, Emergency Operations Plan, September 1998
27. Solano County Integrated Waste Management Plan
28. Letter, Waterfront Engineering, February 16, 2006

**City of Vallejo Mitigation Monitoring and Reporting Program  
 Six Detached Two – Story Single Family Dwellings on Illinois Street  
 (APN#s 0056-024-080 & 090)  
 November 20, 2006**

<b>Impact</b>	<b>Mitigation Measure(s)</b>	<b>Implementation Procedure</b>	<b>Monitoring Responsibility</b>
<p><b>Air Quality</b></p> <p>Construction related activities will most likely impact air quality as anticipated with any construction project.</p>	<ul style="list-style-type: none"> <li>• Water all active construction sites at least twice daily.</li> <li>• Cover all trucks hauling soil, sand, and other loose materials or require all trucks to maintain at least two feet of freeboard.</li> <li>• Pave, apply water three times daily, or apply (nontoxic) soil stabilizers on all unpaved access roads, parking areas, and staging areas at construction sites.</li> <li>• Sweep daily (with water sweepers) all paved access roads, parking areas, and staging areas at construction sites.</li> </ul>	<p>Require as a condition of project approval.</p> <p>Require as a condition of project approval.</p> <p>Require as a condition of project approval.</p> <p>Require as a condition of project approval.</p>	<p>Building Division</p> <p>Building Division</p> <p>Building Division</p> <p>Building Division</p>





<p><b>Cultural Resources</b></p> <p>There are no known historical, archaeological, or paleontological resources in the project vicinity; however, as with any construction project there is a possibility of discovering new historical, archaeological or paleontological resources during any phase of the project.</p>	<ul style="list-style-type: none"> <li>In the event unsuspected historical, archaeological, or paleontological resources or human remains are discovered during any phase of the project, land alteration work within 50 feet of the find shall be halted, the Planning Division notified, and a qualified professional consulted to evaluate the resource and suggest an appropriate management plan as necessary. If human remains are discovered, the County Coroner shall also be notified.</li> </ul>	<p>Require as a condition of project approval.</p>	<p>Planning Division</p>
<p>Discovery of new historical, archaeological or paleontological resources may cause a substantial adverse change in the significance of an archaeological resource.</p>	<ul style="list-style-type: none"> <li>In the event unsuspected historical, archaeological, or paleontological resources or human remains are discovered during any phase of the project, land alteration work within 50 feet of the find shall be halted, the Planning Division notified, and a qualified professional consulted to evaluate the resource and suggest an appropriate</li> </ul>	<p>Require as a condition of project approval.</p>	<p>Planning Division</p>

	<p>management plan as necessary. If human remains are discovered, the County Coroner shall also be notified.</p>		
<p>As with any construction project there is a possibility of directly or indirectly destroying of a unique paleontological resource or site or unique geologic feature.</p>	<ul style="list-style-type: none"> <li>In the event unsuspected historical, archaeological, or paleontological resources or human remains are discovered during any phase of the project, land alteration work within 50 feet of the find shall be halted, the Planning Division notified, and a qualified professional consulted to evaluate the resource and suggest an appropriate management plan as necessary. If human remains are discovered, the County Coroner shall also be notified.</li> </ul>	<p>Require as a condition of project approval.</p>	<p>Planning Division</p>
<p>As with any construction project there is a possibility of disturbing human remains, including those interred outside of formal cemeteries.</p>	<ul style="list-style-type: none"> <li>In the event unsuspected historical, archaeological, or paleontological resources or human remains are discovered during any phase of the project, land alteration work within 50 feet of the find shall be halted, the Planning Division</li> </ul>	<p>Require as a condition of project approval.</p>	<p>Planning Division</p>

	<p>notified, and a qualified professional consulted to evaluate the resource and suggest an appropriate management plan as necessary. If human remains are discovered, the County Coroner shall also be notified.</p>		
<p><b>Hydrology &amp; Water Quality</b></p> <p>Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map</p>	<ul style="list-style-type: none"> <li>The project is within a 100-year flood hazard area per FIRM #060374. Implementation of the mitigation proposed by Waterfront Engineering in their letter dated February 16, 2006 will prevent the project from having any significant impacts.</li> </ul>	<p>Require as a condition of project approval.</p>	<p>Building Division</p>
<p><b>Noise</b></p> <p>Short-term construction-related noise levels may be in excess of the standards established in the General Plan.</p>	<ul style="list-style-type: none"> <li>Equipment and trucks used for the project construction shall utilize the best available noise control techniques (e.g., improved mufflers, equipment redesign, and</li> </ul>	<p>Require as a condition of project approval.</p>	<p>Building Division</p>

use of intake silencers, ducts, engine enclosures, and acoustically attenuating shields or shrouds, wherever feasible).

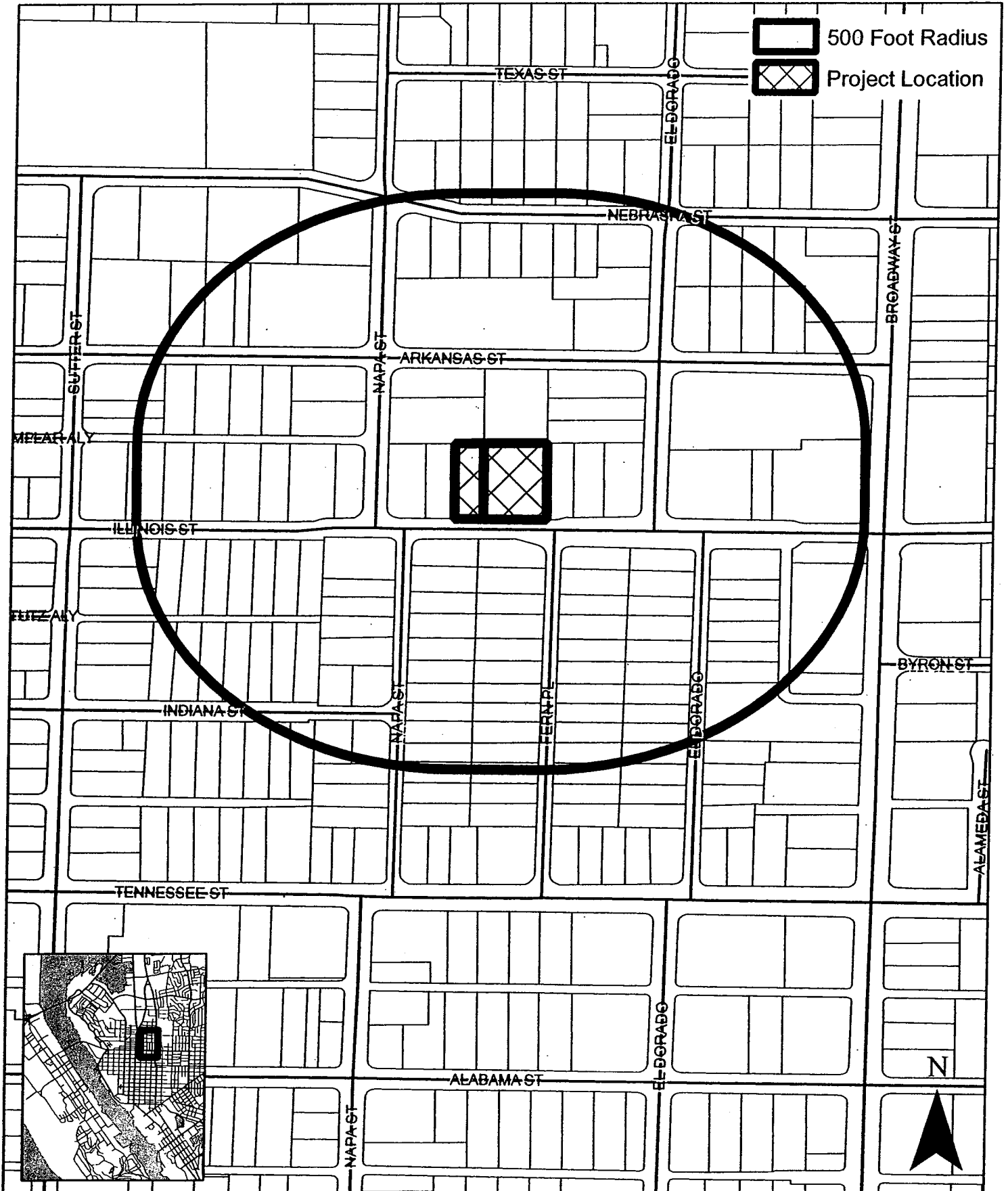
- The project contractor shall place all stationary construction equipment so that emitted noise is directed away from sensitive receptors nearest the project site.
- The construction contractor shall locate equipment staging in areas that will create the greatest distance between construction related noise sources and noise sensitive receptors nearest the project site during all project construction.
- During all project site construction, the construction contractor shall limit all construction-related activities to the hours of 7:00 a.m. and 6:00 p.m. Monday through Saturday. No construction shall be

<p>The project may cause a substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels during the construction phase.</p>	<p>allowed on Sundays and public holidays.</p> <ul style="list-style-type: none"> <li>• Equipment and trucks used for the project construction shall utilize the best available noise control techniques (e.g., improved mufflers, equipment redesign, and use of intake silencers, ducts, engine enclosures, and acoustically attenuating shields or shrouds, wherever feasible).</li> <li>• The project contractor shall place all stationary construction equipment so that emitted noise is directed away from sensitive receptors nearest the project site.</li> <li>• The construction contractor shall locate equipment staging in areas that will create the greatest distance between construction related noise sources and noise sensitive receptors nearest the project site during all project construction.</li> </ul>	<p>Require as a condition of project approval.</p>	<p>Building Division</p>
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		<ul style="list-style-type: none"> <li>• During all project site construction, the construction contractor shall limit all construction-related activities to the hours of 7:00 a.m. and 6:00 p.m. Monday through Saturday. No construction shall be allowed on Sundays and public holidays.</li> </ul>	
<p><b>Mandatory Findings of Significance</b></p> <p>The project has a potential to cause substantial adverse effects on human beings, either directly or indirectly</p>	<ul style="list-style-type: none"> <li>• With implementation of proposed mitigation, the project has no environmental effects that will cause substantial adverse effects on human beings, either directly or indirectly.</li> </ul>	<p>Require as a condition of approval.</p>	<p>Planning, Building and Public Works</p>

# Conflict of Interest Map

Zoning Map Amendment #05-0002, Planned Development #05-0012,  
Tentative Map #05-0004, and a Mitigated Negative Declaration  
Vacant Parcels on Illinois Street - (APN# 0056-024-080 and 090)





**COUNCIL COMMUNICATION**

Date: March 27, 2007

TO: Honorable Mayor and Members of the City Council

FROM: Frederick G. Soley, City Attorney *F. G. Soley*  
Claudia Quintana, Assistant City Attorney *Quintana*  
Craig Whittom, Assistant City Manager/Community Development *W*  
Brian Dolan, Development Services Director *BD*  
Don Hazen, Planning Manager *DH*

SUBJECT: Consideration of an interim ordinance of the City of Vallejo adopted as an urgency measure pursuant to California Government Code Section 65858 making findings and establishing a temporary moratorium on the establishment of certain new activities and facilities involving the sale of tobacco or tobacco related products or paraphernalia.

**BACKGROUND AND DISCUSSION**

Pursuant to the direction received from Council after the study session entitled "Team Approach to Resolving Community Concerns Regarding Crime, Illegal Dumping and Public Nuisances Related to Smoke Shops", an urgency ordinance placing a moratorium on the establishment of new smoke shops within the City of Vallejo is being presented at this time. Additional elements which were discussed during the study session-- such as the Community Prosecutor program and the illegal dumping component --will be presented at a later time. The urgency of this matter requires immediate action.

An urgency ordinance prohibiting new retailers of tobacco and tobacco related products is a valid exercise of the City's police power in that the City may enact more stringent temporary land use control and growth measures based on documented health, safety and general welfare concerns.

The provisions of California Gov't Code §65858 give the City authority for the implementation of this emergency ordinance prohibiting new retailers of tobacco and tobacco-related products from opening their doors, as said use may be in conflict with a re-zoning proposal which the city plans to study within a reasonable time. The direction regarding amendments to the zoning ordinance proposed at the study session included

looking at limiting these retailers to specific zones, and/ or maintaining certain distances from schools, churches or playgrounds where children may congregate.

Vallejo Municipal Code § 16.86.080 allows the adoption of emergency moratorium ordinances which affect the zoning ordinance. These may adopted by the City Council upon five votes.

Evidence presented at the study session on March 13, 2007 showed that certain local retailers which purport to be selling tobacco and tobacco related products, actually offer to the general public a variety of illegal items, such as a shurikens, nitrous oxide canisters, and paraphernalia for smoking prohibited substances. Some items that are ostensibly sold for legal purposes—such as the consumption of tobacco—are actually used for the consumption of illegal substances. The ease with which minors, and the general public may access illegal items, or items that promote the consumption of illegal drugs threaten the health and welfare of Vallejo residents. The sale of candy and t-shirts alongside tobacco related products increases the likelihood that minors will be attracted by tobacco related paraphernalia.

Staff proposes to study changes to the zoning ordinance of the City of Vallejo. Amendments might limit the areas where certain retailers of tobacco and tobacco related products may operate, such as by limiting them to specific commercial or industrial districts, or by limiting their presence to particular distances from schools, arcades or other places where juveniles may be found. Additionally, staff proposes to look into the feasibility of a regulatory scheme akin to the “deemed approved” ordinance affecting liquor establishments. While staff studies these possible changes to the zoning ordinance, there will be delays in the permitting process for these retailers. It will be necessary to determine to what extent City staff will be able to undertake the proposed ordinance changes, given limited staffing, and which areas will not be able to be addressed by City staff, but may be addressed by outside consultants. It is expected that staff will come back at the end of the initial 45 day moratorium with a realistic timeline for the proposed ordinance changes. It is staff’s intention to comply with the publishing of the notice requirements, as well as the public hearing requirements under Cal. Gov. Code § 65858 at that time. The Council would then have an opportunity to extend the moratorium for a period of up to 22 months and 15 days.

#### RECOMMENDATION

It is recommended that the attached urgency ordinance be adopted.

#### ALTERNATIVES CONSIDERED

There is a “no-action” alternative, which would allow the status quo to remain. If no

action is taken, it would mean that the smoke shops would continue to be not specifically regulated, and no restrictions would be placed on zoning.

**FISCAL IMPACT**

The fiscal impact of imposing this moratorium has not been determined. An estimate involving potential loss of tax revenue, as well as an estimate for the cost of drafting a new ordinance will be provided in 45 days.

**ENVIRONMENTAL REVIEW**

The adoption of this urgency ordinance is exempt from CEQA under Sections 15060 (c)(3), 15061(b)(3), 15301, 15303, and 15307 of the State CEQA Guidelines.

**PROPOSED ACTION**

Adopt the interim ordinance of the City of Vallejo adopted as an urgency measure pursuant to California Government Code Section 65858 making findings and establishing a temporary moratorium on the establishment of any new activity or facility selling tobacco or tobacco related products or paraphernalia.

**DOCUMENTS ATTACHED**

a. An interim ordinance of the City of Vallejo adopted as an urgency measure pursuant to California Government Code Section 65858 making findings and establishing a temporary moratorium on the Establishment of any new activity or facility selling tobacco or tobacco related products or paraphernalia.

b. Letters from supporters.

**DOCUMENTS AVAILABLE FOR REVIEW**

a. Materials in support of Ordinance.

**CONTACT PERSON**

Claudia Quintana  
Assistant City Attorney  
(707) 648-4545  
[cquintana@ci.vallejo.ca.us](mailto:cquintana@ci.vallejo.ca.us)

Ordinance No. \_\_\_\_\_

AN INTERIM ORDINANCE OF THE CITY OF VALLEJO ADOPTED  
AS AN URGENCY MEASURE PURSUANT TO CALIFORNIA  
GOVERNMENT CODE SECTION 65858 MAKING FINDINGS AND  
ESTABLISHING A TEMPORARY MORATORIUM ON THE  
ESTABLISHMENT OF CERTAIN NEW ACTIVITIES AND FACILITIES  
INVOLVING THE SALE OF TOBACCO OR TOBACCO RELATED  
PRODUCTS OR PARAPHERNALIA.

WHEREAS, the City of Vallejo has an overriding interest in planning and regulating the use of property within the City, and implicit in any plan or regulation is the City's interest in maintaining the quality of urban life and the character of the City's neighborhoods. Without stable, well-planned neighborhoods, sections of the City can quickly deteriorate, with tragic consequences to social, environmental and economic values; and

WHEREAS, the City Council of the City of Vallejo held a study session on crime, illegal dumping and public nuisances related to smoke shops on March 13, 2007; and

WHEREAS, the City Council has considered the contents of the staff report, as well as a DVD provided by the Vallejo Police Department, a slideshow presentation on the subject, and heard and read community testimony regarding the severe negative effect of certain tobacco establishments where they are presently located; and

WHEREAS, the proliferation of establishments that sell or display smoking, drug and/or tobacco paraphernalia, and other items promoting the use of tobacco products or promoting the use of illegal drugs or controlled substances and characterizing such paraphernalia as intended for use with tobacco products, may adversely affect health and safety of our citizens; and

WHEREAS, testimony at the study session made it clear that certain tobacco establishments commonly provide implements used to ingest controlled substances, including nitrous oxide canisters, and these are readily available, and sold openly, for consumption by the general public and young people for use during "rave" events, or at their leisure, and this consumption endangers the health, safety and welfare of the public; and

WHEREAS the City's ability to attract and retain businesses and shoppers to the City is compromised by the public nuisances involving loitering, illegal dumping, and criminal violations created by or occurring in connection with smoke shops; and

WHEREAS, permitting the sale of smoking, drug and/or tobacco paraphernalia may adversely affect the City's economic vitality, may promote the illegal consumption and purchase of illegal drugs by children and minors by increasing their exposure to drug paraphernalia, may result in high concentration of illegal drug-related uses in certain

## ATTACHMENT A

neighborhoods, may result in a threat to public health, safety and welfare and may not be compatible with existing and potential uses of similarly zoned businesses; and

WHEREAS, it is the City's intent, in consideration of other existing and potential uses within the City, to ensure a degree of compatibility between the location of establishments selling and displaying smoking, drug and/or tobacco paraphernalia and surrounding commercial properties. This intent will be effectuated by a comprehensive study possibly resulting in additional revisions to the City of Vallejo's Zoning Ordinance contained in Title 16 of the Vallejo Municipal Code; and

WHEREAS, proper consideration of the appropriate zoning designation for these establishments will help effectuate Vallejo General Plan Urban Design Goal 2, "To have within each neighborhood an image, sense of purpose and means of orientation" and Urban Design Goal 3 "To have attractive, exciting shopping areas"; and Housing Policies 1 through 6 of the "Balanced Neighborhoods" Housing Element goal in that such consideration, would encourage:

1. Review of new developments for completeness and convenience to schools, parks, shopping, transportation, etc.
2. Review the design of new housing projects to prevent impacts on adjacent uses and to assure land use compatibility in the neighborhood.
3. Discourage monotonous, homogeneous sprawl, developments that offer interesting environments that can create a positive image will be encouraged,
4. Encourage neighborhood-oriented businesses in vacant nonconforming buildings on a case-by-case basis.

WHEREAS, the continued indiscriminate establishment of tobacco retailers may result in potential conflict with some of the policies and objectives of the Urban Design Element of the General Plan as set forth above; and

WHEREAS, the City Council hereby requests that the City of Vallejo Planning Division, along with the City Attorney's Office, initiate a review of the regulatory mechanisms available to regulate activities or facilities selling tobacco or tobacco related products with the goal of adopting needed changes to the current regulations, including changes to the Zoning Ordinance to protect the public health, safety, and welfare from the negative effects of smoke shops. During the period of time that it undertakes this task, the City is concerned that absent the adoption of an emergency moratorium, activities and facilities that conflict with contemplated changes to the City's regulatory schemes could be established in the City thereby frustrating the realization of the goals of that study; and

WHEREAS, until such time that the City concludes its review and adopts new land use controls over such activities or facilities selling tobacco or tobacco related products, the community is in jeopardy that such businesses could be instituted, modified, or expanded prior to the imposition of new controls necessary for the protection of public health and welfare; and

## ATTACHMENT A

WHEREAS, issuance or approval of any building, planning or other permit for activities or facilities selling tobacco or tobacco related products/paraphernalia prior to the City's completion of such investigation would result in a current and immediate threat to the public health, safety or welfare; and

WHEREAS, pursuant to Government Code section 65858 a city, including a charter city, may adopt an interim ordinance prohibiting any uses that may be in conflict with a contemplated general plan or zoning proposal that the legislative body is considering or intends to study within a reasonable time; and

WHEREAS, for the reasons set forth above, and considering all the evidence before it, this Ordinance is declared by the Council to be necessary for preserving the public peace, health, welfare or safety and to avoid a current, immediate and direct threat to the health, safety, or welfare of the community, and the "Whereas" clauses above taken together constitute the City Council's statement of the reasons constituting such necessity and urgency; and

WHEREAS, the approval of additional subdivisions, use permits, variances, building permits or any other applicable entitlement for retailers of tobacco related products which is required in order to comply with a zoning ordinance would result in that threat to the public health, safety, or welfare

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF VALLEJO does ordain as follows:

SECTION 1. The City Council finds and determines the foregoing recitals to be true and correct and hereby makes them a part of this Ordinance.

SECTION 2. The City Council finds and determines, for the reasons stated in the recitals, the adoption of this Ordinance is exempt from CEQA under Sections 15060 (c)(3), 15061(b)(3), 15301, 15303, and 15307 of the State CEQA Guidelines.

SECTION 3. Until such time as the City concludes the review described above, and adopts new land use controls pertaining to activities or facilities selling tobacco or tobacco related products, the City of Vallejo hereby declares a moratorium on the licensing, permitting or approval of any new, modified, or expanded establishments selling tobacco or tobacco related products as defined in Section 4 below.

SECTION 4. For purposes of this Ordinance, the following definitions shall apply:

Tobacco related products are defined as any substance containing tobacco including but not limited to cigarettes, cigars, chewing tobacco and dipping tobacco; cigarette papers; or any other instruments or paraphernalia for the smoking or ingestion of tobacco and products prepared from tobacco.

## ATTACHMENT A

For the purposes of this Ordinance, the following activities shall be exempt:

- (1) Any activity which involves the retail use of a space larger than 7,500 square feet.
- (2) Any activity that sells tobacco or tobacco related products in conjunction with the sale of gasoline.

SECTION 5. In accordance with Government Code section 65858, this Ordinance shall be in full force and effect for a period of 45 days from the date of its adoption. This 45-day period may be extended by the City Council in accordance with the provisions of California Government Code section 65858.

SECTION 6. During the term of this Ordinance as set forth in Section 5 hereof, no new use consisting of selling tobacco or tobacco related products as described in Section 3 and 4 shall be allowed, and no permit, building, zoning or other permit that has been issued for any activity or facility selling anything as set forth in Section 4 above for which rights to proceed with the permit have not vested pursuant to the provisions of State law shall proceed, and no use permit, building, zoning or other permit shall be issued by any department, agency, employee or agent of the City of Vallejo to allow for any activities or facilities selling items as set forth in Section 4 above.

SECTION 7. The City Clerk shall certify to the passage and adoption of this Ordinance causing it to be published, as required by Vallejo Municipal Code Chapter 2.04 and it shall thereafter be in full force and effect. This Ordinance shall become effective immediately as an interim urgency ordinance, in order to protect the public health, safety and welfare.

SECTION 8. For the term of this Ordinance, as set forth in Section 5 hereof, the provisions of this Ordinance shall govern, to the extent there is any conflict between the provisions of this Ordinance and the provisions of any other City code, ordinance, resolution or policy, and all such conflicting provisions shall be suspended.

SECTION 9. This Ordinance is enacted pursuant to the City of Vallejo's general police powers, Section 106 of the Charter of the City of Vallejo, Article XI of the California Constitution and California Government Code section 65858.

SECTION 10. Petition for Relief from Moratorium. Any person who has applied to construct, modify or establish an activity selling tobacco or tobacco related products which would be affected by this Moratorium, and who contends that the Moratorium as applied to him or her would be unlawful under Federal, State, or local law or regulation, may submit a written application to the Planning Director requesting relief from the Moratorium. The request for relief from Moratorium shall identify the name and address of the applicant, the affected application number, and shall state how the Moratorium as applied to him or her would be unlawful under Federal, State, or local law or regulation. Within fourteen (14) calendar days of receipt of the completed request for relief, the City Manager, or his designee, shall mail to the applicant a written determination accepting or rejecting the request for relief from Moratorium.

## ATTACHMENT A

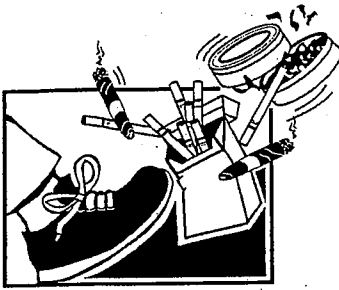
SECTION 11. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council declares that it would have adopted this Ordinance and each section, subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more section, subsection, sentence, clause, or phrase be declared invalid.

PASSED and ADOPTED at a regular meeting of the Council of the City of Vallejo held the 27th day of March, 2007 by the following vote:

March 27, 2007

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# Solano County

## TOBACCO EDUCATION COALITION

**TEC MEMBERS:**

African-American Family Network

American Cancer Society  
Solano County Unit

American Lung Association of  
California

ALA East Bay Smoke-free  
Housing Project

APIHF—Asian Pacific Islander  
Health Forum

BUILT - Building Trades Unions  
Ignite Less Tobacco

California Black Health Network

Continental of Omega Boys &  
Girls Club

Kaiser Permanente

NAACP Health Committee

Partnership HealthPlan of  
California

Planned Parenthood – Solano  
Tobacco Prevention

Smile in Style-Dental Disease  
Prevention Program

Solano Asthma Coalition

Solano County Black Infant  
Health Program

Solano County Health Promotion  
and Education Bureau

Solano County Public Health

Solano County Tobacco  
Prevention & Education Program

Travis Air Force Base HAWC -  
Health and Wellness Center

UC Cooperative Extension/ 4H  
Youth Leadership

Vacaville Police Department

Vacaville Youth Roundtable

Community Volunteers

Claudia Quintana  
Assistant City Attorney  
City of Vallejo  
555 Santa Clara St.  
Vallejo, CA 94590

March 20, 2007

Dear Ms. Quintana,

Since 1990, the Tobacco Education Coalition has been a strong tobacco prevention advocacy organization in Solano County. We are the advisory group for the Solano County Tobacco Prevention and Education Program, which is the local lead agency for tobacco control in the county.

We are aware that the Vallejo City Council is poised to consider a moratorium on new tobacco retailers, specifically smoke shops. We support the Council in this move to regulate tobacco retailers in Vallejo for the following reasons:

Tobacco use is a major public health issue, and young people are among those at highest risk of starting to smoke. Enforcement of tobacco laws, such as PC308 (a), the law prohibiting the sale of tobacco to minors, is critical to reducing youth access to tobacco. Smoke shops may be less rigorous than other retailers about checking identification of young customers before selling tobacco to them. Limiting retailers of this type may help reduce the availability of tobacco and related products for underage youth.

Smoke shops that also sell candy and sodas—products that are attractive to youth—contribute to young people's exposure to tobacco advertising. Fewer retailers of this type may help limit the influence of advertising on youth to purchase unhealthy products, including tobacco.

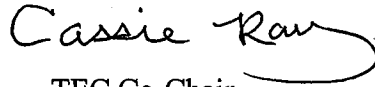
Tobacco retail licensing and land use policies are increasingly being used in cities throughout California to regulate tobacco retailers and to provide funds for enforcement of tobacco laws. A moratorium on new tobacco retailers is a positive first step in this direction for Vallejo.

The Tobacco Education Coalition supports the City of Vallejo's efforts to regulate tobacco sales to minors, beginning with limiting the number of smoke shops allowed within city limits.

Sincerely,



TEC Co-Chair



TEC Co-Chair

March 20, 2007

Claudia Quintana  
Assistant City Attorney  
City of Vallejo  
555 Santa Clara Street  
Vallejo, CA 94590

Dear Ms. Quintana,

I appreciate the opportunity to tell you about the adverse impact which the Vallejo Smoke Shop at 1500 Marin Street has had on a business nearby and on me, an employee.

Since the opening of the smoke shop, there has been continuous foot traffic by teenagers and by others who go in and out of the shop. There are drug sales going on across the street and the dealers sometimes wonder over to our property to do business. I find syringes, baggies and condoms all over our parking lot. The tenants in the upstairs apartment moved out because they walked down their stairs one day and found a prostitute "taking care" of a man sitting in his vehicle and her young daughter saw them.

I am extremely uncomfortable working in the vicinity of the smoke shop, mostly in the winter when it gets dark early. People sometimes loiter on the corner or roam around the area. People who are "stoned" have come through the back area of our business and walked through our back door into the store. I have had people come up to the front door and when they look over my head and see the security camera, they leave. This is certainly unsettling. Many customers have commented on this problem.

Customers will drive up and seeing the doors closed think the store is closed and drive away before I can call to them and invite them in.

It never used to be this way. Before the Smoke Shop opened about two years ago, I felt more comfortable being at work and not worrying about the surrounding environment. We see people smoking and getting "high" sitting in their vehicles. We call the police all the time.

Claudia Quintana, Assistant City Attorney  
City of Vallejo

## ATTACHMENT B

March 20, 2007

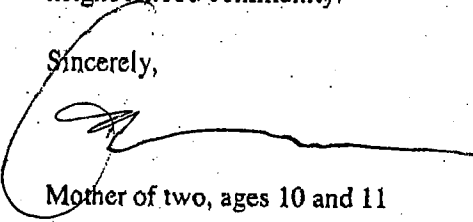
Page 2

I love my job. I love my neighborhood. I am a seventh generation Vallejoan. Although I smoke, I have not and would never step into the Smoke Shop and have encouraged everyone not to enter shop because of the other things that they sell. When the owners were getting ready to open the Smoke Shop, I asked them what their business was going to be, and they said "sort of a convenience store". The Smoke Shop is not even close to being a convenience store.

It is not uncommon to have smoke shops in Vallejo, but it is disturbing to <sup>pl</sup>so close to one. In this neighborhood and right next door to the shop is a teenage rehabilitation center; a private school is down the block; high school students daily walk by the shop; and, there is a bus stop on Marin behind the Smoke Shop where little kids wait for their bus.

The Smoke Shop on Marin attracts people who create a nuisance and pose a danger to our neighborhood community.

Sincerely,



Mother of two, ages 10 and 11

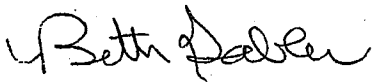
Beth Gabler  
119 Illinois Street  
Vallejo, CA 94590  
707-552-9256

To Whom It May Concern:

I Beth Gabler have lived at the above address for over ten years. I have watched the neighborhood go from drug dealers, drug users, and prostitutes swarming the area; to the neighbors rebelling and putting up a fence to prevent access to the railroad tracks, with the cities permission. This changed our neighborhood into a safe place for our children to play. That was until the smoke shop, on Marin and Tennessee, moved in. Once again we are infested with drug dealers, prostitutes, and drug users. They are selling drugs in front of my house, in my back alley, anywhere they want, in broad daylight. It is no longer safe for our children or for the adults. The lack of access to the railroad tracks is no longer a problem, they hop over the city fence portion, and this did not go on until the smoke shop moved in. This neighborhood is infested with crime, litter, drug paraphernalia, abandoned cars, and lack of children having fun in the front or back of the houses.

I also teach middle school and high school in the same neighborhood. On a regular basis my students, talk among themselves, about how they go to the smoke shops and buy "swishers", cigars to make "blunts", and the latest thing is something you drink in order to have a "clean pee test." This was bought at the smoke shops and according to the students it is "expensive."

Sincerely,

 3-19-07

Beth Gabler