



City Hall
555 Santa Clara Street
Vallejo, CA 94590

AGENDA

VALLEJO CITY COUNCIL HOUSING AUTHORITY JOINT SPECIAL MEETING OF THE CITY COUNCIL, REDEVELOPMENT AGENCY AND HOUSING AUTHORITY

MAY 22, 2007

MAYOR
Anthony Intintoli, Jr.

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

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. The Vallejo City Council meets on Tuesdays at 7:00 p.m. weekly unless otherwise posted.

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.

NOTICE: Members of the public shall have the opportunity to address the City Council concerning any item listed on this notice before or during consideration of that item. No other items may be discussed at this special meeting.

VALLEJO CITY COUNCIL - SPECIAL MEETING **5:00 P.M. CITY COUNCIL CONFERENCE ROOM**

1. INTERVIEWS FOR DESIGN REVIEW BOARD

VALLEJO HOUSING AUTHORITY – REGULAR MEETING
6:45 P.M. CITY COUNCIL CHAMBERS

1. CALL TO ORDER

2. ROLL CALL

3. CONSENT CALENDAR

- A. APPROVAL OF THE REVISIONS TO CHAPTERS TWO AND FIVE OF THE ADMINISTRATIVE PLAN OF THE HOUSING AUTHORITY OF THE CITY OF VALLEJO

PROPOSED ACTION: Adopt the resolution approving the revisions to Chapters Two and Five of the Administrative Plan.

- B. APPROVAL OF MINUTES OF SPECIAL MEETING OF JANUARY 31, 2006; SPECIAL MEETING OF JANUARY 23, 2007; AND SPECIAL MEETING OF APRIL 3, 2007

PROPOSED ACTION: Approve the minutes.

4. RECESS UNTIL JOINT MEETING WITH VALLEJO CITY COUNCIL AND REDEVELOPMENT AGENCY

5. ADMINISTRATIVE ITEMS

- A. CONSIDERATION OF A RESOLUTION APPROVING EDEN HOUSING AS THE PREFERRED NON-PROFIT HOUSING DEVELOPER WITH WHICH TO NEGOTIATE A PROJECT LOAN AGREEMENT TO DEVELOP AFFORDABLE FAMILY RENTAL HOUSING AT THE SITE LOCATED AT CURTOLA PARKWAY AND LEMON STREET

PROPOSED ACTION: Adopt the resolution authorizing the Executive Director of the Housing Authority of the City of Vallejo to approve Eden Housing as the preferred nonprofit housing developer and directing staff to negotiate a project loan agreement of up to \$5.1 million to support the development of affordable workforce rental housing at the site bounded by Curtola Parkway, Lemon Street and Cypress Avenue. (See City Council Agenda Item Admin. A)

6. ADJOURN TO VALLEJO CITY COUNCIL MEETING

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

- A. Presentation of Proclamation Declaring June as Philippine Cultural Month in Vallejo

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. APPROVAL OF A RESOLUTION ACCEPTING THE WORK UNDER THE CONTRACT FOR THE ANNUAL REPAIR OF SIDEWALKS FOR FISCAL YEAR 2006/2007 WITH POTTRATZ EQUIPMENT AS COMPLETE

PROPOSED ACTION: Staff recommends adoption of a resolution accepting the contract for the Annual Repair of Sidewalks for fiscal Year 2005/06 with Pottratz Equipment as complete and authorizing the City Clerk to file the Notice of Completion.

- B. RESOLUTION SETTING A PUBLIC HEARING DATE FOR ESTABLISHING AD VALOREM ASSESSMENTS FOR FOURTEEN (14) LANDSCAPE MAINTENANCE DISTRICTS: CIMARRON HILLS/MADIGAN; COLLEGE HILLS; COSTA DEL RIO (SEAVIEW); SOMERSET HIGHLANDS I/II; HUNTER RANCH I/II; MONICA PLACE; RIDGECREST; SOMERSET HIGHLANDS III; SPRINGTREE/FLEMING HILL; SUMMIT II; TOWN AND COUNTRY I; WOODRIDGE; AND GLEN COVE I/II AND GREENMONT/SEAPORT HILLS FOR FISCAL YEAR 2007/2008

Approval of a resolution to set a public hearing date to take public comments regarding Fiscal Year (FY) 2007/2008 assessments within the following fourteen (14) Ad Valorem Landscape Maintenance Districts formed pursuant to the Improvement Act of 1911: Cimarron Hills/Madigan; College Hills; Costa Del Rio (Seaview); Somerset Highlands I/II; Hunter Ranch I/II; Monica Place; Ridgecrest; Somerset Highlands III; Springtree/Fleming Hill; Summit II; Town and Country I; Woodridge; and Glen Cove I/II and Greenmont/Seaport Hills. The 1911 Act

requires annual determination of each district's costs and allocation of those costs by means of annual assessments to the parcels within that district. Assessments for the 1911 Act districts are determined by applying the established assessment rate to each one hundred dollars (\$100.00) of assessed value of each parcel.

Four (4) districts are recommended to remain at the same rate as assessed in FY 2006/07. Staff is recommending an increase for ten (10) districts in FY 2007/2008.

PROPOSED ACTION: Approve a resolution setting a public hearing date for June 12, 2007 at 7:00 p.m. for setting ad valorem assessments for fourteen (14) Landscape Maintenance Districts for FY 2007/2008.

- C. RESOLUTION INITIATING PROCEEDINGS FOR THE LEVY AND COLLECTION OF ASSESSMENTS, PRELIMINARY APPROVAL OF ENGINEER'S REPORT AND DECLARATION OF INTENTION FOR THE LEVY AND COLLECTION OF ASSESSMENTS FOR TEN (10) LANDSCAPE MAINTENANCE DISTRICTS: CARRIAGE OAKS, GARTHE RANCH, GLEN COVE 3, HUNTER RANCH 3, MARINE WORLD/FAIRGROUNDS, MARINVIEW, SANDPIPER POINT, SOUTH VALLEJO BUSINESS PARK, TOWN AND COUNTRY 2-5, NORTHEAST QUADRANT WITH NORTHEAST QUADRANT ZONE A FOR FY 2007/2008 AND SETTING A PUBLIC HEARING

The Landscaping and Lighting Act of 1972 provides for the levy and collection of assessments, by the County of Solano for the City of Vallejo, to generate sufficient revenue to pay for landscape maintenance services, operation, and improvements in landscape maintenance districts created under the Act. This resolution formally starts the process for establishing the Fiscal Year 2007/2008 assessment for the following ten (10) Landscape Maintenance Districts: Carriage Oaks, Garthe Ranch, Glen Cove 3, Hunter Ranch 3, Marine World/Fairgrounds, Marinview, Sandpiper Point, South Vallejo Business Park, Town and Country 2-5, Northeast Quadrant and Northeast Quadrant Zone A.

PROPOSED ACTION: Adopt the resolution initiating proceedings for FY 2007/2008 for the levy and collection of assessments, preliminary approval of Engineer's Report and declaration of intention for the levy and collection of assessments for ten (10) Landscape Maintenance Districts and setting a public hearing on June 12, 2007 at 7:00 PM.

- D. APPROVAL OF A RESOLUTION ACCEPTING FROM ANTHONY MINTON RICHARDS, AN ADDITIONAL RIGHT-OF-WAY, A PUBLIC UTILITY EASEMENT AND A BUS SHELTER EASEMENT ACROSS FROM CERTAIN PROPERTY LOCATED ON BROADWAY STREET BETWEEN SALA AND GARIBALDI STREETS

PROPOSED ACTION: Adopt a resolution accepting from Anthony Minton Richards an additional Right-of-Way, a Public Utility Easement and a Bus Shelter Easement across certain property located on Broadway Street between Sala and Garibaldi.

- E. APPROVAL OF A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONSULTANT SERVICES AGREEMENT WITH BELLECI & ASSOCIATES, INC.; FOR THE DOWNTOWN VALLEJO SQUARE SIDEWALK AND STREET IMPROVEMENT PROJECT

PROPOSED ACTION: Staff recommends adoption of a resolution authorizing the City Manager to execute Consultant Services Agreement with Belleci and Associates Inc, for the design of Downtown Vallejo Square Sidewalk and Street Improvement Project.

- F. APPROVAL OF A RESOLUTION AUTHORIZING CONTRACT CHANGE ORDER NO. 1 IN THE AMOUNT OF \$63,750 TO THE EXISTING AGREEMENT BETWEEN THE CITY OF VALLEJO & VULCAN CONSTRUCTION & MAINTENANCE, INC. FOR THE FISCAL YEAR 2006/2007 WATER METER REPLACEMENT PROJECT

PROPOSED ACTION: Adopt the resolution authorizing Contract Change Order No.1 to the existing agreement with Vulcan Construction and Maintenance Inc. for the Water Meters Replacement Project FY 2006-2007.

- G. APPROVAL OF A RESOLUTION OF INTENTION TO ADOPT AN ORDINANCE REGULATING CAMPING IN CITY OF VALLEJO PARKS

It is proposed that Council approve the Resolution of Intention to adopt a camping ordinance regulating camping in City parks and directing staff to prepare such ordinance for review and possible adoption.

PROPOSED ACTION: Adopt the Resolution of Intention to adopt a camping ordinance regulating camping in City parks and directing staff to prepare such ordinance.

7. PUBLIC HEARINGS

- A. CONSIDERATION OF AN APPEAL OF THE PLANNING COMMISSION'S APPROVAL OF PLANNED DEVELOPMENT UNIT PLAN PERMIT #06-0018 FOR AN 11,754 SQUARE FOOT CUSTOM SINGLE FAMILY HOME LOCATED AT 1757 DURROW COURT IN HIDDENBROOKE

On March 19, 2007, the Planning Commission considered a Planned Development (Unit Plan) application (#06-0018) for a custom single family home located at 1757 Durrow Court. The Planning Division staff had recommended that the proposed project be approved provided the size of the home was reduced. The Planning Commission unanimously approved the proposal as submitted after viewing a full scale model of the proposed home, hearing presentations from staff and neighbors opposed to the project, the applicant's lawyer and designer and a Hiddenbrooke Architectural Review Committee (HARC) representative.

On March 29, 2007, Larry Seamer filed an appeal of the Planning Commission's approval of Planned Development #06-0018.

PROPOSED ACTION: Staff recommends that the City Council grant the appeal of Planned Development (Unit Plan) #06-0018 and require the applicant to revise

the plans as recommended in the Planning Division staff report to the Planning Commission (i.e., lot coverage not to exceed eight percent and total home square footage not to exceed 6,400 square feet).

8. ADJOURN TO A JOINT REGULAR MEETING OF THE VALLEJO CITY COUNCIL, THE VALLEJO HOUSING AUTHORITY AND SPECIAL MEETING OF THE VALLEJO REDEVELOPMENT AGENCY

9. ADMINISTRATIVE ITEMS

- A. CONSIDERATION OF RESOLUTIONS APPROVING EDEN HOUSING AS THE PREFERRED NON-PROFIT HOUSING DEVELOPER WITH WHICH TO NEGOTIATE A PROJECT LOAN AGREEMENT TO DEVELOP AFFORDABLE FAMILY RENTAL HOUSING AT THE SITE LOCATED AT CURTOLA PARKWAY AND LEMON STREET

PROPOSED ACTION:

Housing Authority: Adopt the resolution authorizing the Executive Director of the Housing Authority of the City of Vallejo to approve Eden Housing as the preferred nonprofit housing developer and directing staff to negotiate a project loan agreement of up to \$5.1 million to support the development of affordable workforce rental housing at the site bounded by Curtola Parkway, Lemon Street and Cypress Avenue.

Redevelopment Agency: Adopt the resolution authorizing the Executive Director of the Vallejo Redevelopment Agency of the City of Vallejo to approve Eden Housing as the preferred nonprofit housing developer and directing staff to negotiate a project loan agreement of up to \$5.1 million to support the development of affordable workforce rental housing at the site bounded by Curtola Parkway, Lemon Street and Cypress Avenue.

City Council: Adopt the proposed resolution authorizing the City Manager of the City of Vallejo to approve Eden Housing as the preferred nonprofit housing developer and directing staff to negotiate a project loan agreement of up to \$5.1 million to support the development of affordable workforce rental housing at the site bounded by Curtola Parkway, Lemon Street and Cypress Avenue.

10. RECONVENE TO THE VALLEJO CITY COUNCIL MEETING

11. POLICY ITEMS

- A. AN URGENCY ORDINANCE, PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 65858, EXTENDING UNTIL MARCH 27, 2008, A MORATORIUM ON THE ESTABLISHMENT OF ANY NEW ACTIVITY OR FACILITY SELLING TOBACCO OR TOBACCO RELATED PRODUCTS OR PARAPHERNALIA.

This action would extend the original 45-day interim moratorium on any new activities or facilities selling tobacco or tobacco related products and

paraphernalia for an additional period of time until March 27, 2008 in order to allow staff to draft regulations on such uses.

PROPOSED ACTION: Adopt an urgency ordinance extending the original 45 day moratorium until March 27, 2008.

12. ADMINISTRATIVE ITEMS (Continued)

- B CONSIDERATION BY THE CITY COUNCIL OF A RESOLUTION HOLDING ON FIRST READING AN ORDINANCE CONTAINING A DESCRIPTION OF THE REDEVELOPMENT AGENCY OF VALLEJO'S PROGRAM TO ACQUIRE REAL PROPERTY IN THE MERGED DOWNTOWN / WATERFRONT REDEVELOPMENT PROJECTS BY EMINENT DOMAIN, IN COMPLIANCE WITH HEALTH AND SAFETY CODE SECTION 33342.7.**

In 2006, the legislature passed Senate Bill 53, which took effect January 1, 2007, adding Section 33342.7 to the Health and Safety Code. Pursuant to Section 33342.7, a legislative body that adopted a redevelopment plan before January 1, 2007, must adopt an ordinance on or before July 1, 2007, that contains a description of the redevelopment agency's program to acquire real property by eminent domain. The Vallejo Redevelopment Agency's program to acquire real property by eminent domain is set out in several sections of the Redevelopment Plan, in Ordinance No. 1576 N.C. (2d), which approved and adopted the Amended and Restated Redevelopment Plan, and in the Report to City Council prepared at the time the Amended and Restated Redevelopment Plan was adopted (November 28, 2006).

PROPOSED ACTION: Adopt a Resolution of the City of Vallejo holding on first reading an ordinance containing a description of the Vallejo Redevelopment Agency's program to acquire real property by eminent domain in the Merged Downtown / Waterfront Redevelopment Projects.

- C. CONSIDERATION OF TWO RESOLUTIONS AUTHORIZING THE CITY MANAGER TO EXECUTE 1) A CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT WITH MAZE & ASSOCIATES ACCOUNTANCY CORPORATION FOR FINANCIAL AUDITING SERVICES AND 2) A WORKERS' COMPENSATION ADMINISTRATION SERVICES AGREEMENT WITH GREGORY B. BRAGG & ASSOCIATES, INC., FOR WORKERS' COMPENSATION CLAIMS ADMINISTRATION**

The purpose of this report is to request the Council adopt resolutions approving professional services agreements to obtain financial auditing services, and workers compensation claims administration services.

PROPOSED ACTION: 1) Adopt a Resolution approving the Consultant and Professional Services Agreement with Maze & Associates Accountancy Corporation for financial auditing services, and authorize the City Manager to execute the Agreement on behalf of the City; 2) Adopt a Resolution approving the Workers' Compensation Administrative Services Agreement with Gregory B. Bragg & Associates, Inc. for workers compensation claims administration services, and authorize the City Manager to execute the Agreement on behalf of the City.

13. APPOINTMENTS TO BOARDS, COMMISSIONS, AND COMMITTEES

A. APPOINTMENTS TO THE DESIGN REVIEW BOARD

Applicants were interviewed earlier this evening.

PROPOSED ACTION: Appoint members to the Design Review Board.

14. 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.

15. CITY MANAGER'S REPORT

16. CITY ATTORNEY'S REPORT

17. 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.

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

19. 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.*

20. ADJOURNMENT

VALLEJO REDEVELOPMENT AGENCY – SPECIAL MEETING
JOINT WITH CITY COUNCIL AND HOUSING AUTHORITY
7:00 P.M. CITY COUNCIL CHAMBERS

1. CALL TO ORDER
2. ROLL CALL
3. ADMINISTRATIVE ITEMS
 - A. CONSIDERATION OF A RESOLUTION APPROVING EDEN HOUSING AS THE PREFERRED NON-PROFIT HOUSING DEVELOPER WITH WHICH TO NEGOTIATE A PROJECT LOAN AGREEMENT TO DEVELOP AFFORDABLE FAMILY RENTAL HOUSING AT THE SITE LOCATED AT CURTOLA PARKWAY AND LEMON STREET

PROPOSED ACTION: Adopt the resolution authorizing the Executive Director of the Redevelopment Agency of the City of Vallejo to approve Eden Housing as the preferred nonprofit housing developer and directing staff to negotiate a project loan agreement of up to \$5.1 million to support the development of affordable workforce rental housing at the site bounded by Curtola Parkway, Lemon Street and Cypress Avenue. (See City Council Agenda Item Admin. A)
4. ADJOURN TO VALLEJO CITY COUNCIL MEETING



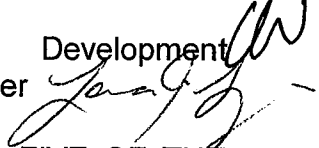
CITY OF VALLEJO

VHA
Agenda Item No. CONSENT A

VALLEJO HOUSING AUTHORITY

Date: May 22, 2007

TO: Chair and Members

FROM: Craig Whittom, Assistant City Manager/Community Development
Laura J. Simpson, Housing and Community Development Manager 

SUBJECT: APPROVAL OF THE REVISIONS TO CHAPTERS TWO AND FIVE OF THE ADMINISTRATIVE PLAN OF THE HOUSING AUTHORITY OF THE CITY OF VALLEJO

BACKGROUND AND DISCUSSION

Housing Authorities are required to maintain Administrative Plans by the U.S. Department of Housing and Urban Development (HUD). The purpose of the administrative plan is to establish policies for carrying out programs in a manner consistent with HUD requirements and local goals and objectives. Local goals and objectives are contained in the Housing Authority of the City of Vallejo's (VHA) one year and five year Agency Plans. HUD requires that the Administrative Plan be made available for public review. The full Administrative Plan is available on the City website at www.ci.vallejo.ca.us.

The administrative plan is set forth to define the VHA's local policies for operation of the housing programs in conjunction with Section 8 of the United States Housing Act of 1937. At this time the VHA administers the Section 8 Housing Choice Voucher (HCV) program, as well as the Family Self Sufficiency, Homeownership and Project Based Voucher programs. All issues not addressed in the Administrative Plan are governed by federal regulations, HUD handbooks and guidebooks, notices and other applicable law.

The VHA is responsible for complying with all changes in HUD regulations affecting the programs they administer. The Administrative Plan must be revised as needed to comply with changes in HUD regulations, and to reflect local policy decisions. The original plan and any changes must be approved by the Housing Authority Board, and a copy provided to HUD. The entire Plan was revised, reviewed by the Housing and Redevelopment Commission (HRC), adopted by the Housing Authority Board, and sent to HUD in 2005.

The VHA has recently made changes to two Administrative Plan chapters. Chapter Two pertains to fair housing issues, and Chapter 5 refers to the Briefings, Voucher Issuance and Subsidy Standards. The revised Chapters are scheduled to be reviewed by the HRC on May 9, 2007. Staff will relay any comments or concerns addressed by the HRC to the Housing Authority Board.

Chapter Two – Fair Housing and Equal Opportunity

Chapter Two explains the laws and HUD regulations requiring Housing Authorities to affirmatively further civil rights and fair housing in all federally-assisted housing programs. The

letter and spirit of these laws are implemented through consistent policy and processes. The responsibility to further nondiscrimination pertains to all areas of the VHA's operations.

Chapter Two is divided into three sections. Part I covers Nondiscrimination; Part II describes Policies Related to Persons with Disabilities; and Part III details the VHA's Prohibition of Discrimination Against Limited English Proficiency Persons. This chapter is being revised in response to a Fair Housing Audit, conducted by HUD's Office of Fair Housing and Equal Opportunity, in December 2006. All revised passages appear in **bold** face-type. The VHA was chosen for the Fair Housing Audit by random selection.

On February 1, 2007 the VHA received a letter of preliminary audit findings. The letter stated that HUD was "pleased to inform the Housing Authority that this office did not find evidence that it acted in a discriminatory manner on the basis of race, color, national origin or disability in statutory violations of either Title VI or Section 504". The audit did, however, find areas of non-compliance with particular provisions of Title VI and Section 504 implementing regulations at 24 CFR Parts 1 and 8. In order to resolve these issues, HUD and the City of Vallejo executed a Voluntary Compliance Agreement (VCA). The VCA contains specific actions that the VHA has agreed to undertake, as well as timeframes and reporting requirements.

Three of the actions agreed to by the VHA require revision or review of the Administrative Plan. The first requirement stipulates that, within 60 days of the date of the VCA, the VHA will submit a signed and dated certification that its Section 504 Grievance procedures have been incorporated into the Administrative Plan. The City of Vallejo adopted Section 504 Grievance procedures in 1991 as a part of their Section 504 Self Evaluation and Transitional Plan. The Grievance procedures are now incorporated into the VHA Administrative Plan, as Section 2-II.H.

The second action requiring revision of the Plan consists of developing and implementing a written procedure consistent with "OMB Standards for Federal Data on Race and Ethnicity: HUD Policy Statement and Implementing Guidelines". The Guidelines are attached to this report, as Exhibit "D". The new procedures are incorporated into the Administrative Plan as Section 2-I.C. Specifically, the policy requires the VHA to collect racial data based on the following racial and ethnic categories: American Indian or Alaska Native; Asian; Black or African American; Native Hawaiian or Other Pacific Islander; White; Hispanic or Latino; Not Hispanic or Latino. The new procedures also allow for an optional multiple-race response.

The final VCA action requiring Administrative Plan revision involves the designation of a Section 504 Coordinator. The Reasonable Accommodation language currently printed on all VHA documents has been updated to include the following sentence; "Laura Simpson is the Section 504 coordinator. Please contact Ms. Simpson, HCD Manager, at 707/648-4507 for further information." The Plan has been revised accordingly.

In addition to the three revision requirements the VCA requires the VHA to revisit its Limited English Proficiency (LEP) plan to devise effective and affirmative methods for assuring access to and continued participation in its programs by persons who are limited English proficient. HUD published final LEP regulations on January 22, 2007, which provide for a four part analysis to determine the LEP needs of each jurisdiction. The analysis entails determining whether five percent or more of people who come into contact with the VHA may have limited English abilities.

According to the 2000 Census, 11.7 percent of the Spanish speaking population five years old or older within Vallejo, and 6.7 percent of the population who affiliated themselves as Asian and Pacific Islanders speak English less than "very well". The VHA is engaged in ongoing efforts to accommodate the needs of this LEP population, which includes translation of documents vital to the HCV program.

Chapter 5 – Briefings and Voucher Issuance

The primary purpose behind revising Chapter 5 is to change the VHA's subsidy standards. Subsidy standards refer to the VHA's standards for determining how many bedrooms a family of a given composition qualifies for, which in turn affects the amount of subsidy the family can receive. This chapter has been revised in its entirety, in order to reflect a new formatting style. The new style addresses HUD's recent focus on distinguishing mandatory policies driven by legislation, regulations, current handbooks and legal opinions from policies left to the discretion of the local Housing Authority. As each Administrative Plan chapter is revised, the VHA has converted them to this format.

Other than the subsidy standards, all policies in Chapter 5 remain the same as currently adopted policies. Chapter Five was last revised and adopted by the Housing Authority Board on October 18, 2005. On that date, the Board adopted subsidy standards of two persons per bedroom, regardless of sex or age. This policy was adopted at HUD's suggestion per Notice PIH 2005-9, as a cost saving tool, and predicated by revisions to program funding policies enacted by HUD in 2004.

Congress modified the funding methodology for HUD programs, beginning with the 2004 Consolidated Appropriations Act. This action had a negative impact on the HCV program. The National Association of Housing and Redevelopment Officials estimates that 79 percent of the nations' housing agencies have served fewer families over the last three years. Housing Authorities have reacted to funding shortfalls and uncertainty by rescinding vouchers, freezing rent increases to owners, and reducing subsidy standards, which results in higher housing cost burdens for voucher families.

The subsidy standard of two persons per room has saved considerable expense, and has resulted in a large fund balance. The goal of the VHA is to support as many families as possible. Relaxing subsidy standards to allow the Head of Household and his/her spouse or significant other one bedroom, with two members per room thereafter, will enable the VHA to draw upon the fund balance, while reducing the rent burden to families. A majority of Bay Area Housing Authorities have moved to the Head of Household plus two per room standards.

HUD funding continues to be inconsistent and complex. As of May 2, 2007 Housing Authorities have not received accurate information regarding calendar year 2007 funding. However, the change in subsidy standards is not projected to significantly impact the Housing Assistance Payments (HAP) fund balance. The delta of monthly and annual HAP expenses is detailed below, in Table 1.

Table 1

Family Size	# Families	Old PS	New PS	Difference	X Families
2	427	920	1081	161	\$ 68,747.00
4	253	1081	1516	435	\$ 110,055.00
6	68	1516	1836	320	\$ 21,760.00
8	6	1836	2055	219	\$ 1,314.00
Monthly Difference					\$ 201,876.00
Annual Difference					\$ 2,422,512.00

VHA staff propose to implement revised subsidy standards effective June 1, 2007 for all new contracts. Families with existing contracts will be impacted by the new subsidy standards upon their annual reexaminations, beginning with reexaminations which have an effective date of September 1, 2007.

FISCAL IMPACT

At the beginning of Fiscal Year 2007/2008, the HAP Fund balance is projected to be \$12,192,321. The anticipated funding amount for next Fiscal Year is \$ 20,895,791. These funds are restricted by federal regulations from being spent on anything other than rental or mortgage subsidies under the HCV program, utility reimbursements and escrow payouts to Family Self Sufficiency clients. Revising subsidy standards is projected to result in an annual cost of \$2,422,512.

RECOMMENDATION

Staff recommends that the Housing Authority Board approve the revisions to Chapter Two and Five of the Administrative Plan.

ALTERNATIVES CONSIDERED

The revision of Chapter Two proposes providing subsidy to a family at the rate of one bedroom for the head of household and spouse, and two members per room thereafter. Alternatively, the current policy of subsidizing families at two per room regardless of sex, age, or familial status could remain in place. However the VHA has realized significant cost savings by using the current method, and has accrued a large fund balance. Staff recommends moving to the new subsidy standards in order to utilize the fund balance and provide additional subsidy to voucher holders.

ENVIRONMENTAL REVIEW

An environmental review is not required.

PROPOSED ACTION

Adopt the enclosed resolution approving the revisions to Chapters Two and Five of the Administrative Plan.

DOCUMENTS AVAILABLE FOR REVIEW

Attachment A - Resolution

Attachment B - Chapter Two - Fair Housing and Equal Opportunity

Attachment C - Chapter Five - Briefings and Voucher Issuance

Attachment D - OMB Standards for Federal Data on Race and Ethnicity: HUD Policy Statement and Implementing Guidelines

PREPARED BY:

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mnestlerode@ci.vallejo.ca.us

CONTACT:

Craig Whittom, Community Development Director, (707) 648-4579, cwhittom@ci.vallejo.ca.us,
or

Laura Simpson, Housing and Community Development Manager, (707) 648-4393,
lsimpson@ci.vallejo.ca.us, or

Melinda Nestlerode, Senior Community Development Analyst, (707) 648-4408,
mnestlerode@ci.vallejo.ca.us

RESOLUTION NO. _____

BE IT RESOLVED by the Housing Authority of the City of Vallejo that Chapters Two and Five of the Housing Authority's Administrative Plan, as amended, are hereby adopted.

Chapter 2

(Revised and Approved by Housing Authority Resolution # _____, on _____)

FAIR HOUSING AND EQUAL OPPORTUNITY

INTRODUCTION

This chapter explains the laws and the U.S. Department of Housing and Urban Development (HUD) regulations requiring PHAs to affirmatively further civil rights and fair housing in all federally-assisted housing programs. The letter and spirit of these laws are implemented through consistent policy and processes. The responsibility to further nondiscrimination pertains to all areas of the Housing Authority of the City of Vallejo's (VHA) housing choice voucher (HCV) operations.

This chapter describes HUD regulations and VHA policies related to these topics in three parts:

Part I: Nondiscrimination. This part presents the body of laws and regulations governing the responsibilities of the VHA regarding nondiscrimination.

Part II: Policies Related to Persons with Disabilities. This part discusses the rules and policies of the housing choice voucher program related to reasonable accommodation for persons with disabilities. These rules and policies are based on the Fair Housing Act (42.U.S.C.) and Section 504 of the Rehabilitation Act of 1973, and incorporate guidance from the Joint Statement of The Department of Housing and Urban Development and the Department of Justice (DOJ), issued May 17, 2004.

Part III: Prohibition of Discrimination Against Limited English Proficiency Persons. This part details the obligations of the VHA to ensure meaningful access to the HCV program and its activities by persons with limited English proficiency (LEP). This part incorporates HUD and DOJ's Notice of Guidance, published December 19, 2003 in the *Federal Register*.

PART I: NONDISCRIMINATION

2-I.A. OVERVIEW

Federal laws require PHAs to treat all applicants and participants equally, providing the same quality of service, regardless of family characteristics and background. Federal law prohibits discrimination in housing on the basis of race, color, religion, sex, national origin, age, familial status, and disability. The VHA will comply fully with all federal, state, and local nondiscrimination laws, and with rules and regulations governing fair housing and equal opportunity in housing and employment, including:

- Title VI of the Civil Rights Act of 1964
- Title VIII of the Civil Rights Act of 1968 (as amended by the Community Development Act of 1974 and the Fair Housing Amendments Act of 1988)
- Executive Order 11063
- Section 504 of the Rehabilitation Act of 1973
- The Age Discrimination Act of 1975
- Title II of the Americans with Disabilities Act (to the extent that it applies, otherwise Section 504 and the Fair Housing Amendments govern)
- When more than one civil rights law applies to a situation, the laws will be read and applied together.
- Any applicable state laws or local ordinances and any legislation protecting individual rights of tenants, applicants, or staff that may subsequently be enacted

VHA Policy

In addition to complying with all Federal nondiscrimination laws, it is the policy of the VHA to comply with California state and local nondiscrimination laws or ordinances. The VHA complies with, and enforces, the CA Fair Employment and Housing Act (FEHA – CA Government Code 12955), the Ralph Act (CA Government Code 12920), and the Unruh Civil Rights Act (CA Civil Code 51).

2-I.B. NONDISCRIMINATION

Federal regulations prohibit discrimination against certain protected classes. State and local requirements, as well as VHA policies, can prohibit discrimination against additional classes of people.

The VHA shall not discriminate because of race, color, sex, religion, familial status, age, disability or national origin (called “protected classes”)

Familial status includes children under the age of 18 living with parents or legal custodians, pregnant women, and people securing custody of children under the age of 18.

VHA Policy

In accordance with CA State law, the VHA will not discriminate on the basis of marital status or sexual orientation.

The VHA will not use any of these factors to:

- Deny to any family the opportunity to apply for housing, nor deny to any qualified applicant the opportunity to participate in the housing choice voucher program
- Provide housing that is different from that provided to others
- Subject anyone to segregation or disparate treatment
- Restrict anyone's access to any benefit enjoyed by others in connection with the housing program
- Treat a person differently in determining eligibility or other requirements for admission
- Steer an applicant or participant toward or away from a particular area based any of these factors
- Deny anyone access to the same level of services
- Deny anyone the opportunity to participate in a planning or advisory group that is an integral part of the housing program
- Discriminate in the provision of residential real estate transactions
- Discriminate against someone because they are related to or associated with a member of a protected class
- Publish or cause to be published an advertisement or notice indicating the availability of housing that prefers or excludes persons who are members of a protected class.

Providing Information to Families and Owners

The VHA must take steps to ensure that families and owners are fully aware of all applicable civil rights laws. As part of the briefing process, the VHA must provide information to HCV applicant families about civil rights requirements and the opportunity to rent in a broad range of neighborhoods [24 CFR 982.301]. The Housing Assistance Payments (HAP) contract informs owners of the requirement not to discriminate against any person because of race, color, religion, sex, national origin, age, familial status, or disability in connection with the contract.

Discrimination Complaints

If an applicant or participant believes that any family member has been discriminated against by the VHA or an owner, the family should advise the VHA. HUD requires the VHA to make every reasonable attempt to determine whether the applicant's or participant's assertions have merit and take any warranted corrective action. In addition, the VHA is required to provide the applicant or participant with information about how to file a discrimination complaint [24 CFR 982.304].

VHA Policy

Applicants or participants who believe that they have been subject to unlawful discrimination may notify the VHA in writing.

The VHA will attempt to remedy discrimination complaints made against the VHA.

The VHA will provide a copy of a discrimination complaint form to the complainant and provide them with information on how to complete and submit the form to HUD's Office of Fair Housing and Equal Opportunity (FHEO).

2-I.C. POLICY FOR GATHERING AND MAINTAINING DATA ON RACE AND ETHNICITY

Title VI implementing regulations 24 CFR 1.6(b) and 121 require that Housing Authorities gather and maintain such information as HUD shall deem necessary with respect to the racial and ethnic characteristics of applicants and participants in their Federally-funded housing assistance programs. In August 2002, HUD issued "OMB Standards for Federal Data on Race and Ethnicity: HUD Policy Statement and Implementing Guidelines" that specified the manner in which racial and ethnic characteristics are to be gathered, maintained, and submitted to HUD.

VHA Policy

The VHA will follow the direction of OMB Standards for Federal Data on Race and Ethnicity: HUD Policy Statement and Implementing Guidelines. Race and ethnicity data will be requested from all landlord and tenant clients. Respondents will have the option of selecting one or more of five racial categories. The VHA will use the following racial categories and defined below:

- 1) American Indian or Alaska Native.**
- 2) Asian.**
- 3) Black or African American.**
- 4) Native Hawaiian or Other Pacific Islander.**
- 5) White.**

The HA will use the following ethnic categories, as defined below:

- 1) Hispanic or Latino. A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race. The term, "Spanish origin," can be used in addition to "Hispanic or Latino."**
- 2) Not Hispanic or Latino. A person not of Cuban, Mexican, Puerto Rican, south or Central American, or other Spanish culture or origin, regardless of race.**

Race and ethnicity data will be gathered during the following program events.

- 1) Applicants will be requested to identify their race and ethnicity when they complete an initial pre-application form. Applicants will also be requested to identify their race and ethnicity upon reaching the top of the waiting list, when they complete the full application for titled Tenant Information Form (TIF). Housing Specialist staff will input the data into the electronic database. The electronic database will be transmitted to HUD during monthly submissions to HUD's Public and Indian Housing Information Center (PIC) website.**
- 2) Tenant participants will be requested to identify the race and ethnicity of all family members annually, during the annual recertification process. They will fulfill this requirement annually when completing the Tenant Information Form. Housing Specialist staff will review the information annually, and update the electronic database as necessary. The electronic database will be transmitted to HUD during monthly submissions to HUD's Public and Indian Housing Information Center (PIC) website.**
- 3) Landlords will be requested to identify their race and ethnicity upon the submittal of a Request for Tenancy Approval packet. They will fulfill this requirement by completing the Owner Data Form included with the packet. Account Technical staff will input the data into the electronic database. The electronic database will be transmitted to HUD during monthly submissions to HUD's Public and Indian Housing Information Center (PIC) website.**

PART II: POLICIES RELATED TO PERSONS WITH DISABILITIES

2-II.A. OVERVIEW

One type of disability discrimination prohibited by the Fair Housing Act is the refusal to make reasonable accommodation in rules, policies, practices, or services when such accommodation may be necessary to afford a person with a disability the equal opportunity to use and enjoy a program or dwelling under the program.

The HA must ensure that persons with disabilities have full access to the VHA's programs and services. This responsibility begins with the first inquiry of an interested family and continues through every programmatic area of the HCV program.

VHA Policy

The VHA informs all applicants and participants of the VHA's reasonable accommodation policies, in writing, on the intake application, reexamination documents, notices of adverse action by the VHA, and various other documents, by including the following language:

"It is the policy of the Vallejo Housing Authority to provide reasonable accommodation to persons with disabilities, so that they may fully access and utilize the housing program and related services. Requests for reasonable accommodation must be made in writing. The Housing Authority must be allowed reasonable time to evaluate all requests. The hearing impaired may call the California Relay Service at (800)735-2922 without TTY/TDD or (800)735-2929 with TTY/TDD. **Laura Simpson is the Section 504 coordinator. Please contact Ms. Simpson, HCD Manager, at 707/648-4507 for further information."**

2-II.B. DEFINITION OF REASONABLE ACCOMMODATION

A person with a disability may require special accommodations in order to have equal access to the HCV program. The types of reasonable accommodations the VHA can provide include changes, exceptions, or adjustments to a rule, policy, practice, or service.

Federal regulations stipulate that requests for accommodations will be considered reasonable if they do not create an "undue financial and administrative burden" for the VHA, or result in a "fundamental alteration" in the nature of the program or service offered. A fundamental alteration is a modification that alters the essential nature of a provider's operations.

Types of Reasonable Accommodations

When needed, the VHA must modify normal procedures to accommodate the needs of a person with disabilities. Examples include:

- Permitting applications and reexaminations to be completed by mail
- Conducting home visits
- Using higher payment standards (either within the acceptable range or with HUD approval of a payment standard outside the VHA range) if the VHA determines this is necessary to enable

a person with disabilities to obtain a suitable housing unit

- Providing time extensions for locating a unit when necessary because of lack of availability of accessible units or special challenges of the family in seeking a unit
- Permitting an authorized designee or advocate to participate in the application or certification process and any other meetings with VHA staff
- Displaying posters and other housing information in locations throughout the VHA's office in such a manner as to be easily readable from a wheelchair

2-II.C. REQUEST FOR AN ACCOMMODATION

If an applicant or participant indicates that an exception, change, or adjustment to a rule, policy, practice, or service is needed because of a disability, HUD requires that the VHA treat the information as a request for a reasonable accommodation, even if no formal request is made [Joint Statement of the Departments of HUD and Justice: Reasonable Accommodations under the Fair Housing Act].

The family must explain what type of accommodation is needed to provide the person with the disability full access to the VHA's programs and services.

If the need for the accommodation is not readily apparent or known to the VHA, the family must explain the relationship between the requested accommodation and the disability. There must be an identifiable relationship, or nexus, between the requested accommodation and the individual's disability.

VHA Policy

It is the policy of the VHA that family to make its request in writing. However, the VHA will consider an accommodation any time the family indicates that an accommodation is needed whether or not a formal written request is submitted.

2-II.D. VERIFICATION OF DISABILITY

The regulatory civil rights definition for persons with disabilities is provided in Exhibit 2-1 at the end of this chapter. The definition of a person with a disability for the purpose of obtaining a reasonable accommodation is much broader than the HUD definition of disability which is used for waiting list preferences and income allowances.

Before providing an accommodation, the VHA must determine that the person meets the definition of a person with a disability, and that the accommodation will enhance the family's access to the VHA's programs and services.

If a person's disability is obvious, or otherwise known to the VHA, and if the need for the requested accommodation is also readily apparent or known, no further verification will be required [Joint Statement of the Departments of HUD and Justice: Reasonable Accommodations under the Fair Housing Act].

If a family indicates that an accommodation is required for a disability that is not obvious or otherwise known to the VHA, the VHA must verify that the person meets the definition of a

person with a disability, and that the limitations imposed by the disability require the requested accommodation.

When verifying a disability, the VHA will follow the verification policies provided in Chapter 7 of this Administrative Plan. All information related to a person's disability will be treated in accordance with the confidentiality policies provided in the Plan. In addition to the general requirements that govern all verification efforts, the following requirements apply when verifying a disability:

- Third-party verification must be obtained from an individual identified by the family who is competent to make the determination. A doctor or other medical professional, a peer support group, a non-medical service agency, or a reliable third party who is in a position to know about the individual's disability may provide verification of a disability [Joint Statement of the Departments of HUD and Justice: Reasonable Accommodations under the Fair Housing Act]
- The VHA must request only information that is necessary to evaluate the disability-related need for the accommodation. The VHA will not inquire about the nature or extent of any disability.
- Medical records describing the nature of the disability will not be accepted or retained in the participant file.

2-II.E. APPROVAL/DENIAL OF A REQUESTED ACCOMMODATION [Joint Statement of the Departments of HUD and Justice: Reasonable Accommodations under the Fair Housing Act].

The VHA must approve a request for an accommodation if the following three conditions are met:

- The request was made by or on behalf of a person with a disability.
- There is a disability-related need for the accommodation.
- The requested accommodation is reasonable, meaning it would not impose an undue financial and administrative burden on the VHA, or fundamentally alter the nature of the VHA's HCV operations (including the obligation to comply with HUD requirements and regulations).

Requests for accommodations must be assessed on a case-by-case basis, taking into account factors such as the cost of the requested accommodation, the financial resources of the VHA at the time of the request, the benefits that the accommodation would provide to the family, and the availability of alternative accommodations that would effectively meet the family's disability-related needs.

Before making a determination whether to approve the request, the VHA may enter into discussion and negotiation with the family, request more information from the family, or may require the family to sign a consent form so that the VHA may verify the need for the requested accommodation.

VHA Policy

After a written request for an accommodation is presented, the VHA will verify the

need for reasonable accommodation through a 3rd party. Upon receipt of the completed 3rd party verification form, the family's written request and the 3rd party verification will be reviewed promptly by the HA management team. The HA will relay their decision, in writing, within a reasonable time.

If the VHA denies a request for an accommodation because it is not reasonable (it would impose an undue financial and administrative burden or fundamentally alter the nature of the HA's operations), the VHA will discuss with the family whether an alternative accommodation could effectively address the family's disability-related needs without a fundamental alteration to the HCV program and without imposing an undue financial and administrative burden.

If the VHA believes that the family has failed to identify a reasonable alternative accommodation after interactive discussion and negotiation, the VHA will notify the family, in writing, of its determination within 10 business days from the date of the most recent discussion or communication with the family.

The need for reasonable accommodation will be reviewed annually at the family's annual recertification appointment.

2-II.F. PROGRAM ACCESSIBILITY FOR PERSONS WITH HEARING OR VISION IMPAIRMENTS

HUD regulations require the VHA to ensure that persons with disabilities related to hearing and vision have reasonable access to the VHA's programs and services [24 CFR 8.6].

At the initial point of contact with each applicant, the VHA shall inform all applicants of alternative forms of communication that can be used other than plain language paperwork.

VHA Policy

To meet the needs of persons with hearing impairments, TTD/TTY (text telephone display / teletype) communication will be available.

To meet the needs of persons with vision impairments, when visual aids are used in public meetings or presentations, or in meetings with VHA staff, one-on-one assistance will be provided upon request.

Additional examples of alternative forms of communication are; having material explained orally by staff; or having a third party representative (a friend, relative or advocate, named by the applicant) to receive, interpret and explain housing materials and be present at all meetings.

2-II.G. PHYSICAL ACCESSIBILITY

The VHA must comply with a variety of regulations pertaining to physical accessibility, including the following:

- PIH 2002-01 (HA), Accessibility Notice

- Section 504 of the Rehabilitation Act of 1973
- The Americans with Disabilities Act of 1990
- The Architectural Barriers Act of 1968
- The Fair Housing Act of 1988

The VHA's policies concerning physical accessibility must be readily available to applicants and participants. They can be found in three key documents:

- This plan describes the key policies that govern the VHA's responsibilities with regard to physical accessibility.
- Notice PIH 2002-01(HA) Accessibility Notice (which must be posted in the HCV offices in a conspicuous place) summarizes information about pertinent laws and implementing regulations related to non-discrimination and accessibility in federally-funded housing programs.
- The VHA PHA Plan provides information about self-evaluation, needs assessment, and transition plans.

The design, construction, or alteration of VHA facilities must conform to the Uniform Federal Accessibility Standards (UFAS). Newly-constructed facilities must be designed to be readily accessible to and usable by persons with disabilities. Alterations to existing facilities must be accessible to the maximum extent feasible, defined as not imposing an undue financial and administrative burden on the operations of the HCV program.

When issuing a voucher to a family that includes an individual with disabilities, the VHA will include a current list of available accessible units known to the VHA and will assist the family in locating an available accessible unit, if necessary.

In general, owners must permit the family to make reasonable modifications to the unit. However, the owner is not required to pay for the modification and may require that the unit be restored to its original state at the family's expense when the family moves.

2-II.H. SECTION 504 GRIEVANCE PROCEDURES

Purpose: To implement due process standards and allow for quick and prompt resolution of any complaints of alleged discrimination based on handicap as required by Section 504.

Goal: To insure that no qualified individual with handicaps shall, solely by reason of his/her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

- 1. Persons alleging discrimination will be required to complete HUD Form 903, Housing Discriminations Complaint, and submit it to the City of Vallejo Housing office.**
- 2. The complaint will be reviewed, specific problems will be identified and appropriate steps will be taken for resolution at this level. It may be necessary to hold personal interview with the complainant to obtain additional information.**
- 3. Resolution may be made at the local level and may include meeting with the complainant**

and the person who allegedly committed the discrimination act.

4. If the complaint is in excess of the authority of the Housing office, it will be referred to appropriate agencies such as Legal Assistance of Northern California, the Department of Employment and Fair Housing, or HUD's Equal Opportunity office, for resolution.

5. The complainant will be promptly notified in writing of all actions taken.

6. Records on discrimination complaints will be retained for a period of three (3) years.

2-III. DENIAL OR TERMINATION OF ASSISTANCE

The VHA's decision to deny or terminate the assistance of a family that includes a person with disabilities is subject to consideration of reasonable accommodation [24 CFR 982.552 (2)(iv)].

When applicants with disabilities are denied assistance, the notice of denial must inform them of the VHA's informal review process and their right to request a hearing. In addition, the notice must inform applicants with disabilities of their right to request reasonable accommodations to participate in the informal hearing process.

When a participant family's assistance is terminated, the notice of termination must inform them of the VHA's informal hearing process and their right to request a hearing and reasonable accommodation.

When reviewing reasonable accommodation requests, the VHA must consider whether any mitigating circumstances can be verified to explain and overcome the problem that led to the VHA's decision to deny or terminate assistance. If a reasonable accommodation will allow the family to meet the requirements, the VHA must make the accommodation.

PART III: IMPROVING ACCESS TO SERVICES FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY (LEP)

2-III.A. OVERVIEW

Language for Limited English Proficiency Persons (LEP) can be a barrier to accessing important benefits or services, understanding and exercising important rights, complying with applicable responsibilities, or understanding other information provided by the HCV program. In certain circumstances, failure to ensure that LEP persons can effectively participate in or benefit from federally-assisted programs and activities may violate the prohibition under Title VI against discrimination on the basis of national origin. This part incorporates the Notice of Guidance to Federal Assistance Recipients Regarding Title VI Prohibition Affecting Limited English Proficient Persons, published December 19, 2003 in the *Federal Register*.

The VHA will take affirmative steps to communicate with people who need services or information in a language other than English. These persons will be referred to as Persons with Limited English Proficiency (LEP).

LEP is defined as persons who do not speak English as their primary language and who have a limited ability to read, write, speak or understand English. For the purposes of this administrative plan, LEP persons are HCV applicants and participants, and parents and family members of applicants and participants.

In order to determine the level of access needed by LEP persons, the HA will balance the following four factors: (1) the number or proportion of LEP persons eligible to be served or likely to be encountered by the Housing Choice Voucher program; (2) the frequency with which LEP persons come into contact with the program; (3) the nature and importance of the program, activity, or service provided by the program to people's lives; and (4) the resources available to the HA and costs. Balancing these four factors will ensure meaningful access by LEP persons to critical services while not imposing undue burdens on the VHA.

2-III.B. ORAL INTERPRETATION

In a hearing, or situations in which health, safety, or access to important benefits and services are at stake, the VHA will generally offer, or ensure that the family is offered through other sources, competent services free of charge to the LEP person.

VHA Policy

The VHA will analyze the various kinds of contacts it has with the public, to assess language needs and decide what reasonable steps should be taken. "Reasonable steps" may not be reasonable where the costs imposed substantially exceed the benefits.

Where feasible, the VHA will train and hire bilingual staff to be available to act as interpreters and translators, will pool resources with other PHA's and the City of Vallejo, and will standardize documents. Where feasible and possible, the VHA will encourage the use of qualified community volunteers.

Where LEP persons desire, they will be permitted to use, at their own expense, an interpreter of their own choosing, in place of or as a supplement to the free language

services offered by the VHA. The interpreter may be a family member or friend.

2-III.C. WRITTEN TRANSLATION

Translation is the replacement of a written text from one language into an equivalent written text in another language.

VHA Policy

In order to comply with written-translation obligations, the VHA will take the following steps:

The VHA will provide written translations of vital documents for each eligible LEP language group that constitutes 5 percent or 1,000 persons, whichever is less, of the population of persons eligible to be served or likely to be affected or encountered. Translation of other documents, if needed, can be provided orally; or

If there are fewer than 50 persons in a language group that reaches the 5 percent trigger, the VHA does not translate vital written materials, but provides written notice in the primary language of the LEP language group of the right to receive competent oral interpretation of those written materials, free of cost.

2-III.D. IMPLEMENTATION PLAN

After completing the four-factor analysis and deciding what language assistance services are appropriate, the VHA shall determine whether it is necessary to develop a written implementation plan to address the identified needs of the LEP populations it serves.

If the VHA determines that it is not necessary to develop a written implementation plan, the absence of a written plan does not obviate the underlying obligation to ensure meaningful access by LEP persons to the VHA's Housing Choice Voucher program and services.

VHA Policy

If it is determined that the VHA serves very few LEP persons, and the VHA has very limited resources, the VHA will not develop a written LEP plan, but will consider alternative ways to articulate in a reasonable manner a plan for providing meaningful access. Entities having significant contact with LEP persons, such as schools, grassroots and faith-based organizations, community groups, and groups working with new immigrants will be contacted for input into the process.

If the VHA determines it is appropriate to develop a written LEP plan, the following five steps will be taken: (1) Identifying LEP individuals who need language assistance; (2) identifying language assistance measures; (3) training staff; (4) providing notice to LEP persons; and (5) monitoring and updating the LEP plan.

**EXHIBIT 2-1: DEFINITION OF A PERSON WITH A DISABILITY UNDER
FEDERAL CIVIL RIGHTS LAWS [24 CFR Parts 8.3, 25.104, and 100.201]**

A person with a disability, as defined under federal civil rights laws, is any person who:

- Has a physical or mental impairment that substantially limits one or more of the major life activities of an individual, or
- Has a record of such impairment, or
- Is regarded as having such impairment

The phrase “physical or mental impairment” includes:

- Any physiological disorder or condition, cosmetic or disfigurement, or anatomical loss affecting one or more of the following body systems: neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genito-urinary; hemic and lymphatic; skin; and endocrine; or
- Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities. The term “physical or mental impairment” includes, but is not limited to: such diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, mental retardation, emotional illness, drug addiction and alcoholism.

“Major life activities” includes, but is not limited to, caring for oneself, performing manual tasks, walking, seeing, hearing, breathing, learning, and/or working.

“Has a record of such impairment” means has a history of, or has been misclassified as having, a mental or physical impairment that substantially limits one or more major live activities.

“Is regarded as having an impairment” is defined as having a physical or mental impairment that does not substantially limit one or more major life activities but is treated by a public entity (such as the PHA) as constituting such a limitation; has none of the impairments defined in this section but is treated by a public entity as having such an impairment; or has a physical or mental impairment that substantially limits one or more major life activities, only as a result of the attitudes of others toward that impairment.

The definition of a person with disabilities does not include:

- Current illegal drug users
- People whose alcohol use interferes with the rights of others
- Persons who objectively pose a direct threat or substantial risk of harm to others that cannot be controlled with a reasonable accommodation under the HCV program

The above definition of disability determines whether an applicant or participant is entitled to any of the protections of federal disability civil rights laws. Thus, a person who does not meet this disability is not entitled to a reasonable accommodation under federal civil rights and fair housing laws and regulations.

The HUD definition of a person with a disability is much narrower than the civil rights definition of disability. The HUD definition of a person with a disability is used for purposes of receiving the disabled family preference, the \$400 elderly/disabled household deduction, the \$480 dependent deduction, the allowance for medical expenses, or the allowance for disability assistance expenses.

The definition of a person with a disability for purposes of granting a reasonable accommodation request is much broader than the HUD definition of disability. Many people will not qualify as a disabled person under the HCV program, yet an accommodation is needed to provide equal opportunity.

Chapter 5

BRIEFINGS AND VOUCHER ISSUANCE

INTRODUCTION

This chapter explains the briefing and voucher issuance process. When a family is determined to be eligible for the Housing Choice Voucher (HCV) program, the Vallejo Housing Authority (VHA) must ensure that the family fully understands the way the program operates and the family's obligations under the program. This is accomplished through both an oral briefing and provision of a briefing packet containing written documentation of information the family needs to know. Once the family is fully informed of the program's requirements, the VHA issues the family a voucher. The voucher includes the unit size the family qualifies for based on the VHA's subsidy standards, as well as the dates of issuance and expiration of the voucher. The voucher is the document that permits the family to begin its search for a unit, and limits the amount of time the family has to successfully locate an acceptable unit.

This chapter describes HUD regulations and VHA policies related to these topics in two parts:

Part I: Briefings and Family Obligations. This part details the program's requirements for briefing families orally, and for providing written materials describing the program and its requirements. It includes a particular focus on the family's obligations under the program.

Part II: Subsidy Standards and Voucher Issuance. This part discusses the VHA's standards for determining how many bedrooms a family of a given composition qualifies for, which in turn affects the amount of subsidy the family can receive. It also discusses the policies that dictate how vouchers are issued, and how long families have to locate a unit.

PART I: BRIEFINGS AND FAMILY OBLIGATIONS

5-I.A. OVERVIEW

HUD regulations require the VHA to conduct mandatory briefings for applicant families. The briefing provides a broad description of owner and family responsibilities, explains the VHA's procedures, and includes instructions on how to lease a unit. This part describes how oral briefings will be conducted, specifies what written information will be provided to families, and lists the family's obligations under the program.

5-I.B. BRIEFING [24 CFR 982.301]

The VHA must give the family an oral briefing and provide the family with a briefing packet containing written information about the program. Families may be briefed individually or in groups. At the briefing, the VHA must ensure effective communication in accordance with Section 504 requirements (Section 504 of the Rehabilitation Act of 1973), and ensure that the briefing site is accessible to individuals with disabilities. For a more thorough discussion of accessibility requirements, refer to Chapter 2.

VHA Policy

Briefings will be conducted in group meetings.

Generally, the head of household is required to attend the briefing. If the head of household is unable to attend, the VHA may approve another adult family member to attend the briefing.

Families that attend group briefings and still need individual assistance will be referred to an appropriate VHA staff person.

Briefings will be conducted in English. For limited English proficient (LEP) applicants, the VHA will provide translation services in accordance with the VHA's LEP plan (See Chapter 2).

Notification and Attendance

VHA Policy

Families will be notified of their eligibility for assistance at the time they are invited to attend a briefing. The notice will identify who is required to attend the briefing, as well as the date and time of the scheduled briefing.

If the notice is returned by the post office with no forwarding address, a notice of denial (see Chapter 3) will be sent to the family's address of record, as well as to any alternate address provided on the initial application.

Applicants who fail to attend a scheduled briefing will be sent a notice of denial. They will be given an opportunity to explain, in writing, why they missed the briefing. Upon receipt of a written explanation, the applicant will be scheduled for another briefing. The VHA will notify the family of the date and time of the second scheduled briefing.

Applicants who fail to attend two scheduled briefings, without VHA approval, will be denied assistance (see Chapter 3).

Oral Briefing [24 CFR 982.301(a)]

Each briefing must provide information on the following subjects:

- How the Housing Choice Voucher program works;
- Family and owner responsibilities;
- Where the family can lease a unit, including renting a unit inside or outside the VHA's jurisdiction;
- For families eligible under portability, an explanation of portability. The VHA cannot discourage eligible families from moving under portability;
- For families living in high-poverty census tracts, an explanation of the advantages of moving to areas outside of high-poverty concentrations; and
- For families receiving welfare-to-work vouchers, a description of any local obligations of a welfare-to-work family and an explanation that failure to meet the obligations is grounds for denial of admission or termination of assistance.

Briefing Packet [24 CFR 982.301(b)]

Documents and information provided in the briefing packet must include the following:

- The term of the voucher, and the VHA's policies on any extensions or suspensions of the term. If the VHA allows extensions, the packet must explain how the family can request an extension.
- A description of the method used to calculate the housing assistance payment for a family, including how the VHA determines the payment standard for a family, how the VHA determines total tenant payment for a family, and information on the payment standard and utility allowance schedule.
- An explanation of how the VHA determines the maximum allowable rent for an assisted unit.
- Where the family may lease a unit. For a family that qualifies to lease a unit outside the VHA jurisdiction under portability procedures, the information must include an explanation of how portability works.
- The HUD-required tenancy addendum, which must be included in the lease.
- The form the family must use to request approval of tenancy, and a description of the procedure for requesting approval for a tenancy.
- A statement of the VHA policy on providing information about families to prospective owners.
- The VHA subsidy standards including when and how exceptions are made.
- The HUD brochure on how to select a unit.
- The HUD pamphlet on lead-based paint entitled *Protect Your Family from Lead in Your Home*.

- Information on federal, state and local equal opportunity laws and a copy of the housing discrimination complaint form.
- A list of landlords or other parties willing to lease to assisted families or help families find units, especially outside areas of poverty or minority concentration.
- Notice that if the family includes a person with disabilities, the family may request a list of available accessible units known to the VHA.
- The family obligations under the program, including any obligations of a welfare-to-work family.
- The grounds on which the VHA may terminate assistance for a participant family because of family action or failure to act.
- VHA informal hearing procedures including when the VHA is required to offer a participant family the opportunity for an informal hearing, and how to request the hearing.

If the VHA is located in a metropolitan FMR area, the following additional information must be included in the briefing packet in order to receive full points under SEMAP Indicator 7, Expanding Housing Opportunities [24 CFR 985.3(g)].

- Maps showing areas with housing opportunities outside areas of poverty or minority concentration, both within its jurisdiction and its neighboring jurisdiction.
- Information about the characteristics of these areas including job opportunities, schools, transportation and other services.
- An explanation of how portability works, including a list of portability contact persons for neighboring VHAs including names, addresses, and telephone numbers.

Additional Items to be Included in the Briefing Packet

In addition to items required by the regulations, VHAs may wish to include supplemental materials to help explain the program to both participants and owners [HCV GB p. 8-7].

VHA Policy

The VHA will provide the following additional materials in the briefing packet:

Information on how to fill out and file a housing discrimination complaint form.

The publication *Things You Should Know (HUD-1140-OIG)* that explains the types of actions a family must avoid and the penalties for program abuse.

5-I.C. FAMILY OBLIGATIONS

Obligations of the family are described in the housing choice voucher (HCV) regulations and on the voucher itself. These obligations include responsibilities the family is required to fulfill, as well as prohibited actions. The VHA must inform families of these obligations during the oral briefing, and the same information must be included in the briefing packet. When the family's unit is approved and the HAP contract is executed, the family must meet those obligations in order to continue participating in the program. Violation of any family obligation may result in termination of assistance.

Time Frames for Reporting Changes Required By Family Obligations

VHA Policy

Unless otherwise noted below, when family obligations require the family to respond to a request or notify the VHA of a change, notifying the VHA of the request or change within 10 business days is considered prompt notice.

When a family is required to provide notice to the VHA, the notice must be in writing, using HA supplied forms. All forms are available in the VHA lobby, located at 200 Georgia Street, Vallejo. Many forms are available online at www.ci.vallejo.ca.us.

Family Obligations [24 CFR 982.551]

Following is a listing of a participant family's obligations under the HCV program:

- The family must supply any information that the VHA or HUD determines to be necessary, including submission of required evidence of citizenship or eligible immigration status.
- The family must supply any information requested by the VHA or HUD for use in a regularly scheduled reexamination or interim reexamination of family income and composition.
- The family must disclose and verify social security numbers and sign and submit consent forms for obtaining information.
- Any information supplied by the family must be true and complete.
- The family is responsible for any Housing Quality Standards (HQS) breach by the family caused by failure to pay tenant-provided utilities or appliances, or damages to the dwelling unit or premises beyond normal wear and tear caused by any member of the household or guest.

VHA Policy

Damages beyond normal wear and tear will be considered to be damages which could be assessed against the security deposit. Damages in excess of the security deposit may lead to termination of assistance.

- The family must allow the VHA to inspect the unit at reasonable times and after reasonable notice.
- The family must not commit any serious or repeated violation of the lease.

VHA Policy

The VHA will determine if a family has committed serious or repeated violations of the lease based on available evidence, including but not limited to, a court-ordered eviction, or an owner's notice to evict.

Serious and repeated lease violations will include, but not be limited to, nonpayment of rent, disturbance of neighbors, destruction of property, or living or housekeeping habits that cause damage to the unit or premises and criminal activity. Generally, the criteria to be used is whether the reason for the eviction was through no fault of the tenant or guests.

- The family must notify the HA and the owner before moving out of the unit or terminating the lease.

VHA Policy

The family must comply with lease requirements regarding written notice to the owner. The family must provide written notice to the VHA at the same time the owner is notified.

- The family must promptly give the VHA a copy of any owner eviction notice.
- The family must use the assisted unit for residence by the family. The unit must be the family's only residence.
- The composition of the assisted family residing in the unit must be approved by the VHA. The family must promptly notify the VHA in writing of the birth, adoption, or court-awarded custody of a child. The family must request VHA approval to add any other family member as an occupant of the unit.

VHA Policy

The request to add a family member must be submitted in writing using the form supplied by the VHA, and approved by the landlord and the VHA prior to the person moving into the unit. The VHA will determine eligibility of the new member in accordance with VHA policies.

- The family must promptly notify the VHA in writing if any family member no longer lives in the unit.
- If the VHA has given approval, a foster child or a live-in aide may reside in the unit. The VHA has the discretion to adopt reasonable policies concerning residency by a foster child or a live-in aide, and to define when VHA consent may be given or denied. For policies related to the request and approval/disapproval of foster children, foster adults, and live-in aides, see Chapter 3 (Sections I.K and I.M).
- The family must not sublease the unit, assign the lease, or transfer the unit.

VHA Policy

Subleasing includes receiving payment to cover rent and utility costs by a person living in the unit who is not listed as a family member.

- The family must supply any information requested by the VHA to verify that the family is living in the unit or information related to family absence from the unit.
- The family must promptly notify the VHA when the family is absent from the unit.

VHA Policy

Any member of the household will be considered permanently absent if s/he is away from the unit for 2 consecutive months, or 90 days in a 12 month period, except as otherwise provided in this Plan.

Notice is required when all family members will be absent from the unit for an extended period. An extended period is defined as any period greater than 30 calendar days.

Written notice must be provided to the VHA at the start of the extended absence.

- The family must pay utility bills and provide and maintain any appliances that the owner is not required to provide under the lease [Form HUD-52646, Voucher].
- The family must not own or have any interest in the unit, (other than in a cooperative and owners of a manufactured home leasing a manufactured home space).
- Family members must not commit fraud, bribery, or any other corrupt or criminal act in connection with the program.
- Family members must not engage in drug-related criminal activity or violent criminal activity or other criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises.
- Members of the household must not engage in abuse of alcohol in a way that threatens the health, safety or right to peaceful enjoyment of the other residents and persons residing in the immediate vicinity of the premises.
- An assisted family or member of the family must not receive HCV program assistance while receiving another housing subsidy, for the same unit or a different unit under any other federal, state or local housing assistance program.
- A family must not receive HCV program assistance while residing in a unit owned by a parent, child, grandparent, grandchild, sister or brother of any member of the family, unless the VHA has determined (and has notified the owner and the family of such determination) that approving rental of the unit, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities. [Form HUD-52646, Voucher]

PART II: SUBSIDY STANDARDS AND VOUCHER ISSUANCE

5-II.A. OVERVIEW

The VHA must establish subsidy standards that determine the number of bedrooms needed for families of different sizes and compositions. This part presents the policies that will be used to determine the family unit size (also known as the voucher size) a particular family should receive, and the policies that govern making exceptions to those standards. The VHA also must establish policies related to the issuance of the voucher, to the voucher term, and to any extensions or suspensions of that term.

5-II.B. DETERMINING FAMILY UNIT (VOUCHER) SIZE [24 CFR 982.402]

For each family, the VHA determines the appropriate number of bedrooms under the VHA subsidy standards and enters the family unit size on the voucher that is issued to the family. The family unit size does not dictate the size of unit the family must actually lease, nor does it determine who within a household will share a bedroom/sleeping room.

The following requirements apply when the VHA determines family unit size:

- The subsidy standards must provide for the smallest number of bedrooms needed to house a family without overcrowding.
- The subsidy standards must be consistent with space requirements under the housing quality standards.
- The subsidy standards must be applied consistently for all families of like size and composition.
- A child who is temporarily away from the home because of placement in foster care is considered a member of the family in determining the family unit size.
- A family that consists of a pregnant woman (with no other persons) must be treated as a two-person family.
- Any live-in aide (approved by the VHA to reside in the unit to care for a family member who is disabled or is at least 50 years of age) must be counted in determining the family unit size;
- Unless a live-in-aide resides with a family, the family unit size for any family consisting of a single person must be either a zero- or one-bedroom unit, as determined under the VHA subsidy standards.

VHA Policy

The VHA will assign one bedroom for each two persons within the household, except in the following circumstances:

The Head of Household and their spouse, significant other, or life partner will be assigned a separate bedroom subsidy

Live-in aides will be allocated a separate bedroom subsidy.

Single person families will be allocated one bedroom subsidy.

The new subsidy standards allocating a separate bedroom subsidy for the Head of Household and their spouse, significant other or life partner, and two family members per room for all remaining family members will go into effect on June 1, 2007 for all new Housing Assistance Payments (HAP) contracts, including new admissions to the program. For program participants with existing HAP contracts in place, the new standards will become effective upon the families annual reexamination date, beginning with the September 1, 2007 reexaminations.

The VHA will reference the following chart in determining the appropriate voucher size for a family:

Voucher Size	Persons in Household (Minimum – Maximum)
1 Bedroom	1-2
2 Bedrooms	2-4
3 Bedrooms	4-6
4 Bedrooms	6-8
5 Bedrooms	8-10

5-II.C. EXCEPTIONS TO SUBSIDY STANDARDS

In determining family unit size for a particular family, the VHA may grant an exception to its established subsidy standards if the VHA determines that the exception is justified by the age, sex, health, handicap, or relationship of family members or other personal circumstances [24 CFR 982.402(b)(8)]. Reasons may include, but are not limited to:

- A need for an additional bedroom for medical equipment
- A need for a separate bedroom for reasons related to a family member's disability, medical or health condition

For a single person who is not elderly, disabled, or a remaining family member, an exception cannot override the regulatory limit of a zero or one bedroom [24 CFR 982.402(b)(8)].

VHA Policy

The VHA will consider granting an exception to their established subsidy standards as a reasonable accommodation for persons with disabilities.

The family must request any exception to the subsidy standards in writing. The request must explain the need or justification for a larger family unit size, and must include appropriate documentation. Requests based on health-related reasons must be verified by a knowledgeable professional source, unless the disability and the disability-related request for accommodation is readily apparent or otherwise known.

After a written request for an accommodation is presented, the VHA will verify the need for reasonable accommodation through a 3rd party. Upon receipt of the completed 3rd party verification form, the family's written request and the 3rd party verification will be reviewed promptly by the VHA management team. The VHA will relay their decision, in writing, within a reasonable time.

The VHA will notify the family of its determination within 10 business days of receiving the family's request. If a participant family's request is denied, the notice will inform the family of their right to request an informal hearing.

The need for reasonable accommodation will be reviewed annually at the family's annual recertification appointment.

5-II.D. VOUCHER ISSUANCE [24 CFR 982.302]

When a family is selected from the waiting list (or as a special admission as described in Chapter 4), or when a participant family wants to move to another unit, the VHA issues a Housing Choice Voucher, form HUD-52646. This chapter deals only with voucher issuance for applicants. For voucher issuance associated with moves of program participants, please refer to Chapter 8.

The voucher is the family's authorization to search for housing. It specifies the unit size for which the family qualifies, and includes both the date of voucher issuance and date of expiration. It contains a brief description of how the program works and explains the family obligations under the program. The voucher is evidence that the VHA has determined the family to be eligible for the program, and that the VHA expects to have money available to subsidize the family if the family finds an approvable unit. However, the VHA does not have any liability to any party by the issuance of the voucher, and the voucher does not give the family any right to participate in the VHA's housing choice voucher program [Voucher, form HUD-52646]

A voucher can be issued to an applicant family only after the VHA has determined that the family is eligible for the program based on information received within the 60 days prior to issuance [24 CFR 982.201(e)] and after the family has attended an oral briefing [HCV 8-1].

VHA Policy

Vouchers will be issued to eligible applicants during the mandatory briefing.

The VHA should have sufficient funds to house an applicant before issuing a voucher. If funds are insufficient to house the family at the top of the waiting list, the VHA must wait until it has adequate funds before it calls another family from the list [HCV GB p. 8-10].

VHA Policy

Prior to issuing any vouchers, the VHA will determine whether it has sufficient funding in accordance with VHA policies.

If the VHA determines that there is insufficient funding after a voucher has been issued, the VHA may rescind the voucher and place the affected family back on the waiting list.

5-II.E. VOUCHER TERM, EXTENSIONS, AND SUSPENSIONS

Voucher Term [24 CFR 982.303]

The initial term of a voucher must be at least 60 calendar days. The initial term must be stated on the voucher [24 CFR 982.303(a)].

VHA Policy

The initial voucher term will be 60 calendar days.

The family must submit a Request for Tenancy Approval and proposed lease within the 60-day period unless the VHA grants an extension.

Extensions of Voucher Term [24 CFR 982.303(b)]

The PHA has the authority to grant extensions of search time, to specify the length of an extension, and to determine the circumstances under which extensions will be granted. There is

no limit on the number of extensions that the VHA can approve. Discretionary policies related to extension and expiration of search time must be described in the VHA's administrative plan [24 CFR 982.54].

The VHA must approve additional search time if needed as a reasonable accommodation to make the program accessible to and usable by a person with disabilities. The extension period must be reasonable for the purpose.

The family must be notified in writing of the VHA's decision to approve or deny an extension. The VHA's decision to deny a request for an extension of the voucher term is not subject to informal review [24 CFR 982.554(c)(4)].

VHA Policy

The VHA will automatically approve one 30-day extension upon written request from the family.

The VHA will approve additional extensions only in the following circumstances:

It is necessary as a reasonable accommodation for a person with disabilities. The family must request each extension in writing. Extension will be granted in 30 day increments, up to a maximum voucher term of 180 days (6 months).

It is necessary due to reasons beyond the family's control, as determined by the VHA. Following is a list of extenuating circumstances that the VHA may consider in making its decision. The presence of these circumstances does not guarantee that an extension will be granted:

Serious illness or death in the family verified by documentation

Other family emergency verified by documentation

Obstacles due to employment verified by documentation

Whether the family has already submitted requests for tenancy approval that were not approved by the VHA

Whether family size or other special requirements make finding a unit difficult

Any request for an additional extension must include the reason(s) an additional extension is necessary. The VHA will require the family to provide documentation to support the request.

All requests for extensions to the voucher term must be made in writing and submitted to the VHA prior to the expiration date of the voucher (or extended term of the voucher).

The VHA will decide whether to approve or deny an extension request within 10 business days of the date the request is received. Extensions may be granted in 30 day increments, up to a maximum voucher term of 120 days, (4 months).

Suspensions of Voucher Term [24 CFR 982.303(c)]

At its discretion, a PHA may adopt a policy to suspend the housing choice voucher term if the family has submitted a Request for Tenancy Approval (RTA) during the voucher term.

"Suspension" means stopping the clock on a family's voucher term from the time a family

submits the RTA until the time the PHA approves or denies the request [24 CFR 982.4]. The VHA's determination not to suspend a voucher term is not subject to informal review [24 CFR 982.554(c)(4)].

VHA Policy

When a Request for Tenancy Approval and proposed lease is received by the VHA, the term of the voucher will be suspended while the VHA processes the request. This process is known as "tolling". If the requested unit does not pass HQS, or the VHA is unable to approve the unit for any reason, the time that the VHA has been processing the RTA will be added to the voucher term.

Expiration of Voucher Term

Once a family's housing choice voucher term (including any extensions) expires, the family is no longer eligible to search for housing under the program. If the family still wishes to receive assistance, the VHA may require that the family reapply, or may place the family on the waiting list with a new application date but without requiring reapplication. Such a family does not become ineligible for the program on the grounds that it was unable to locate a unit before the voucher expired [HCV GB p. 8-13].

VHA Policy

If an applicant family's voucher term or extension expires before the family has submitted a Request for Tenancy Approval (RTA), the VHA will require the family to reapply for assistance. If an RTA that was submitted prior to the expiration date of the voucher is subsequently disapproved by the VHA (after the voucher term has expired), the family will be afforded additional time due to tolling of their voucher. The time added to the voucher due to tolling will equal the number of days between the time the VHA received the RTA and the time the VHA determined it could not approve the unit.

MEMORANDUM FOR: SEE LIST ATTACHED

FROM: Alphonso Jackson, Deputy Secretary, SD

SUBJECT: New OMB Standards for Federal Data on Race and Ethnicity: HUD Policy Statement and Implementing Guidelines.

On October 30, 1997, the Office of Management and Budget (OMB) significantly revised standards for Federal agencies, including HUD and its program offices and partners, that collect, maintain, and report Federal data on race and ethnicity for statistical purposes, program administrative reporting, and civil rights compliance reporting. The new standards give Federal agencies enhanced ability to collect information that reflects, with immigration and interracial marriages on the rise, the growing diversity of the U.S. population.

The new provisions changed OMB standards that had been operative for the Federal government for two decades (since 1977). OMB's most recent provisional guidance on these changes, which continues to evolve, was issued on December 15, 2000. Based upon OMB's December 2000 provisional guidance and appendices, this memorandum establishes HUD policy and guidelines for implementing the new data collection procedures.

Under this new policy, HUD must offer individuals, who are responding to agency data requests for race, the option of selecting *one or more* of five racial categories. HUD must also treat ethnicity as a category separate from race, and change the terminology for certain racial and ethnic groups.

1. Definitions

The five racial categories as revised by OMB are defined as follows:

- a) **American Indian or Alaska Native.** A person having origins in any of the original peoples of North and South America (including Central America), and who maintains tribal affiliation or community attachment.
- b) **Asian.** A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.
- c) **Black or African American.** A person having origins in any of the black racial groups of Africa. Terms such as "Haitian" or "Negro" can be used in addition to "Black or

African American.”

- d) **Native Hawaiian or Other Pacific Islander.** A person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.
- e) **White.** A person having origins in any of the original peoples of Europe, the Middle East, or North Africa.

The two ethnic categories as revised by OMB are defined as follows:

- a) **Hispanic or Latino.** A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race. The term, “Spanish origin,” can be used in addition to “Hispanic or Latino.”
- b) **Not Hispanic or Latino.** A person not of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.

Under the old OMB guidelines, four racial categories (American Indian or Alaskan Native, Asian or Pacific Islander, Black, and White) and a single race response were in effect. The new standards provide for *five* racial categories and allow an optional multiple race response. The new standards, however, do not *require* a multiple race response. “Asian” replaces the former “Asian or Pacific Islander” category. The “Native Hawaiian or Other Pacific Islander” category is added.

In the past, some program offices and HUD partners classified “Hispanic” as a racial instead of an ethnic category, contrary to OMB guidelines. HUD must now designate “Hispanic or Latino” and “Not Hispanic or Latino” as separate ethnic categories. Unlike the new standards for race, the OMB provisions for ethnicity *do not* permit a multiple response. A respondent claims either “Hispanic or Latino” or reports “Not Hispanic or Latino.”

Program offices and HUD partners must also comply with some important terminology changes with respect to race and ethnicity. “Alaska Native” replaces “Alaskan Native.” The term “Black” is now referenced as “Black or African American.” “Hispanic or Latino” replaces “Hispanic.” “Not Hispanic or Latino” replaces “Not Hispanic.”

Prior Ethnic Categories:

- Hispanic Origin
- Not of Hispanic Origin

Revised Ethnic Categories:

- Hispanic *or Latino*
- Not Hispanic *or Latino*

Prior Racial Categories:

- American Indian or Alaskan Native
- Asian or Pacific Islander
- Black
- (NA)
- White

Revised Racial Categories:

- American Indian or *Alaska* Native
- Asian ("*or Pacific Islander*" dropped)
- Black *or African American*
- *Native Hawaiian or Other Pacific Islander*
- White

2. Data Collection Format

Program offices and HUD partners should use a two-question format, meaning that separate questions for race and ethnicity should be used. *Both* questions must be answered. The ethnicity question should *precede* the race question. OMB recommended this sequence because pre-tests conducted by the U.S. Census Bureau found that placing ethnicity before race significantly reduced the non-response rate to the ethnicity question.

Ethnicity: (select *only one*)

- Hispanic or Latino
- Not Hispanic or Latino

Race: (select *one or more*)

- American Indian or Alaska Native
- Asian
- Black or African American
- Native Hawaiian or Other Pacific Islander
- White

Self-reporting or self-identification, rather than observer identification, is the preferred method for collecting race and ethnicity data. Self-identification for race and ethnicity means that responses are based on self-perception.

During data collection some respondents may find some of these revised racial and ethnic categories confusing. HUD will explore ways to assist in fully explaining these revised categories to respondents who have questions.

OMB's new standards for race and ethnicity *do not* include an "other race" category. Therefore, program offices and HUD partners *must make every effort* to collect data for the aforementioned racial and ethnic categories. OMB does not provide guidance as to how to collect and report responses that do not easily fit into one or more of the revised racial categories. For example, some respondents may not identify with any of the categories for race. These are responses that might have been assigned to an "other race" category had one been available.

Program offices and HUD partners that collect race and ethnicity data should maintain a narrative record of such problematic responses. Program offices and HUD partners may choose to report these responses in the “balance” category in the tabulation and reporting template described below. However, some program offices and HUD partners may find it more appropriate to include these responses in a separate narrative paragraph following the reporting template.

3. Data Tabulation and Reporting

The policy change in Federal data collection for race and ethnicity affects the reporting categories for presenting the data. For tabulation and reporting purposes, program offices and HUD partners should include *at a minimum* these 22 items:

	<i>Total</i>	<i>Hispanic or Latino</i>
1. American Indian or Alaska Native	X	X
2. Asian	X	X
3. Black or African American	X	X
4. Native Hawaiian or Other Pacific Islander	X	X
5. White	X	X
6. American Indian or Alaska Native <i>and</i> White	X	X
7. Asian <i>and</i> White	X	X
8. Black or African American <i>and</i> White	X	X
9. American Indian or Alaska Native <i>and</i> Black or African American	X	X
10. Balance of individuals reporting more than one race	X	X
11. Total	X	X

This reporting template provides *at a minimum* five single race and the four most frequent multiple race categories, and a “balance” category for reporting individual responses that are not included in any of the nine categories listed above. Any aggregate count of a multiple race combination not included in the reporting template that exceeds one percent of the population should be included in narrative form. The narrative should report both the count and its population percentage.

Program offices and HUD partners must provide as much detail as possible on the multiple race responses. When confidentiality and data quality criteria do not allow a complete tabulation of the multiple race categories, the total number of persons identifying more than one race should be reported. When confidentiality does not permit a complete tabulation of race *by ethnicity*, then ethnicity by the single race categories and ethnicity for those identifying more than one race should be reported.

4. Bridging Data

Some program offices will often need to compare across time racial data collected under both the old and new standards. For some period of time (the “bridge period”), program offices

may opt to use two sets of numbers: (1) a tabulation of respondent data collected under the new standards, and (2) a "bridging estimate," which predicts how those respondents would have answered under the old race standards. This sets the stage for longitudinal data comparisons.

However, program offices should carefully consider whether "bridging" is useful or necessary. Some offices may find that a "break" in their data sets can be tolerated. Offices that do not use bridging estimates should footnote the first occurrence of the data collected under the 1997 standards.

OMB outlines various methodologies for bridging, but offers no consensus on the best way to allocate responses under the new categories to the old categories. Further HUD guidance on such bridging methodologies is attached (Attachment 1).

5. Civil Rights Monitoring and Enforcement

On March 9, 2000, OMB issued rules for allocating multiple race responses for Federal agencies to use specifically in civil rights monitoring and enforcement. At HUD, these allocation rules are particularly relevant to the Office of Fair Housing and Equal Opportunity (FHEO). According to OMB guidelines, responses that combine *one minority race and white* are assigned to the minority race. When the responses involve *two or more minority races*, there are two possible scenarios. If the enforcement action was prompted by an individual complaint, allocate to the race upon which the discrimination was allegedly based. For example, in analyzing an enforcement action involving complaints of discrimination because one is Black or African American, responses from individuals reporting themselves as Black or African American *and* American Indian or Alaska Native will be allocated into the Black or African American category. If the enforcement action involved a claim of disparate impact or discriminatory patterns, analyze the patterns based on the alternative allocations to each minority group. Responses in the five single race categories are not reassigned.

Allocation for civil rights enforcement purposes *should not* be confused with the aforementioned allocation methodologies for bridging back to past data. Allocation for bridging may serve a very different purpose, such as for trend or time series analysis.

6. Effective Date

HUD program offices that collect, maintain, and report racial and ethnic information should adopt these new standards for *existing* record keeping or reporting requirements as soon as possible, but not later than *January 1, 2003*. For all *new* and *revised* record keeping or reporting requirements that include racial and ethnic information, the new standards take effect *immediately*.

Attachment 1: Bridging Data Under the New OMB Race Standards

Overview

This memo explains the various methods for “bridging” data and related research results that were issued by OMB on December 15, 2000, and offers recommendations to HUD offices about these methods. Some HUD offices may need to compare across time racial data collected under both the old and new standards. Under the new 1997 standards race is collected and reported for five racial categories, allowing respondents to choose more than one race. The old standards identified four racial categories and allowed the respondents to choose only one race. When a respondent under the new 1997 standards selects more than one racial group, some “bridging method” will be necessary to translate those multiple responses into a single response that this person, hypothetically, would most likely have reported under the old standards. Many individuals are likely to identify as they had before, under the old standards, and a bridging method is not needed for these responses. Responses in the new category of “Native Hawaiian or Pacific Islander” are assigned to the old category of “Asian or Pacific Islander.” So for some period of time (the “bridge period”), some offices may opt to use two sets of numbers: (1) a tabulation of respondent race data collected under the new standards, and (2) a “bridging estimate,” which predicts how those respondents would have answered under the old race standards. This sets the stage for longitudinal data comparisons.

Although the methods discussed here are primarily designed to address bridging issues relating to multiple race responses, *HUD may want to consider their appropriateness in bridging not only racial but ethnic data.* In the past, some HUD offices have treated Hispanic origin as a *racial*, not *ethnic*, category. Under the new OMB standards, that must change. Ethnicity must now be considered a separate category. For some period of time, some HUD offices may need to report two sets of numbers: (1) respondent data collected under the new ethnicity standards, which treat Hispanic origin as a separate ethnic category, and (2) a “bridging estimate” that estimates how those respondents would have answered under the old standards in which some HUD offices regarded Hispanic origin as a separate racial category.

For racial data and, in some cases, ethnic data, HUD offices should carefully consider whether “bridging” is useful or necessary. Some offices may find that a “break” in their data sets can be tolerated. Offices that do not use bridging estimates should footnote the first occurrence of the data collected under the 1997 standards.

The Methods

OMB outlines various methodologies for bridging, but offers no consensus on the best way to allocate responses under the new categories to the old categories. In fact, *OMB encourages agencies to plan and execute their own research that will inform their decisions regarding bridging methods and their uses.*

Nevertheless, OMB has provided information on the bridging methods that have been considered so far, as well as criteria for evaluating the various bridging methods. They have also reported the results of research conducted on several bridge-creating methods. All of the methods and the research related to them use individual-level records. Analyses were conducted on data using separate questions for race and Hispanic origin.

There are two major distinctions among methods for assigning multiple race responses. A multiple race response can be assigned to a single race category, known as *whole assignment*, or it can be assigned to multiple racial categories, known as *fractional assignment*. In whole assignment, a person is allocated completely to one racial category. In a fractional assignment, a person is partially assigned to each category previously selected in that person's multiple race response.

Whole assignment can be based on either a set of *deterministic* rules or some *probabilistic* distribution. A deterministic rule assigns a person to a category according to a set of predetermined rules, while a probabilistic rule allocates a person to a category based on a probability distribution. For example, a deterministic rule might assign *all* White and American Indian responses to the American Indian category. On the other hand, a probabilistic rule might randomly allot *60 percent* of the White and American Indian responses to the American Indian category, and *40 percent* to the White category.

In fractional assignment, multiple race responses are allocated to *more than one* racial category where each category receives a fraction of the count, whereby the sum of the fractions adds up to one. This assignment is based upon a deterministic rule. For example, a multiple race response of White and American Indian might count as *one-half* in the American Indian category and *one-half* in the White category. Such fractions, like the probabilities in the earlier example, could be varied for different combinations of multiple races to reflect how often people might identify with one group as compared to another.

Thus, the major methodological categories for bridging are: Deterministic Whole Assignment, Probabilistic Whole Assignment, and Deterministic Fractional Assignment. Within this framework are various ways to allocate multiple race responses for bridging purposes (Table 1).

Table 1. Bridging Methodologies Outlined by OMB

	<u>Whole Assignment</u>	<u>Fractional Assignment</u>
<u>Deterministic</u>	Smallest Group Largest Group Other Than White Largest Group	Equal Fractions NHIS Fractions* Plurality
<u>Probabilistic</u>	Equal Selection NHIS Fractions	Not Applicable**

*NHIS -- National Health Interview Survey.

**OMB did not consider Probabilistic Fractional Assignment methods because they were unnecessarily complex and did not improve upon the other methods.

Deterministic Whole Assignment

Under this category there are four bridging methodologies:

- *Smallest Group* – This rule assigns responses that include White and another racial group to the other group. Responses including two or more racial groups other than White are assigned to the group with the *lowest* single race count.
- *Largest Group Other Than White* – This rule allocates responses that include White and another racial group to the other group. Responses including two or more racial groups other than White are assigned to the group with the *highest* single race count.
- *Largest Group* – This rule assigns responses including two or more racial groups to the group with the *highest* single race count. This means that any combination with White is allocated to the White category, while combinations that do not include White are assigned to the group with the *highest* single race count.
- *Plurality* – In this method, all responses in a multiple race category are assigned to the group with the *highest* proportion of responses on the follow-up question about “Main Race” in the National Health Interview Survey (NHIS). For years, the NHIS has permitted respondents to select more than one race. Respondents reporting more than one race were given a follow-up question about the one race with which they most closely identify (Main Race).

Probabilistic Whole Assignment

There are two bridging methodologies under this category:

- *Equal Selection* – This method assigns each of the multiple responses in *equal* fractions back to only one of the previous racial categories. The fractions specify the probabilities used to select a particular category. In this case they are equal selection probabilities.
- *NHIS Fractions* – This alternative assigns multiple race responses in *equal* fractions back to only one of the previous racial categories, based on the fractions drawn from empirical results from the NHIS. Equal fractions are used where no information is available from NHIS.

Deterministic Fractional Assignment

There are two bridging methodologies under this category:

- *Equal Fractions* – This method assigns each of the multiple responses in *equal* fractions to each racial group identified. These fractions must sum to 1.
- *NHIS Fractions* – This alternative also assigns multiple race responses in *equal* fractions to each racial group identified. These fractions must sum to 1. However, this alternative is based on the fractions drawn from empirical results from the NHIS.

All Inclusive Assignment

There is another method that does not fit neatly into the above-referenced framework. In this alternative, all responses are used. They are assigned to every racial category that a person selects. As a result, the sum of all the racial categories, which includes both single and multiple race reporting, will exceed 100 percent.

Criteria for Evaluating Bridging Methods

OMB has outlined criteria for assessing the technical adequacy of the various bridging methods:

Measure Change Over Time – The ideal method accurately recreates the population distribution under the old standards to the extent that differences reflect true change over time. The procedure also assigns an individual's response to the category that would have been chosen if the old standards had been in effect.

Congruence with Respondent's Choice – This concerns how well the full range of a respondent's choices is displayed in the racial distribution.

Range of Applicability – This relates to how well the method can be applied in different contexts.

Meet Confidentiality and Reliability Standards – The statistical organization's confidentiality standards must be maintained even as reliable estimates are produced.

Minimize Disruptions to the Single Race Distributions – This criteria's purpose is to discern how different the resulting bridge distribution is from the detailed single race distribution under the old standards.

Statistically Defensible – This means that the method must conform to recognized statistical standards.

Ease of Use – This refers to how complicated it is to produce the bridge distributions. The bridge tabulation procedures must be easy to replicate by others. From an operational standpoint, they should also be easy to implement.

Skill Required – This relates to the skills required to carry out the bridge operations. Persons with relatively little statistical knowledge should be able to implement the tabulation procedures.

Understandability and Communicability – This criterion concerns how easily the method can be explained to and understood by the average user.

As the bridging procedures are likely to be used and presented in a wide variety of situations by many different people, the last three criteria have a particular resonance.

Research Results

OMB's analyses of the various bridging methods relied on three data sets: (1) the National Health Interview Survey (NHIS), specifically for the years 1993, 1994 and 1995; (2) the May 1995 Supplement of Race and Ethnicity to the Current Population Survey (CPS); and (3) the 1998 Washington State Population Survey (WSPS). The NHIS and the CPS were nationally representative. However, only the WSPS data most closely resembled how the race question would be posed under the new standards.

Certain bridging methods were scrutinized. They were: (1) the Deterministic Whole Assignment (Smallest Group, Largest Group Other Than White, Largest Group, and Plurality); (2) the Deterministic Fractional Assignment (Equal Fractions and NHIS Fractions), and (3) the All Inclusive Assignment. Probabilistic Whole Assignment methods were not addressed.

In addition to measuring these bridging methods against the aforementioned criteria, the analyses fell into three broad areas: (1) descriptions of racial distributions under various

bridging methods; (2) rate of racial “misclassification” for these methods; and (3) sensitivity of outcome measures to the bridging methods.

Distribution of Race

Racial distributions under the above-referenced bridging methods were calculated. These new distributions were compared to the reference distribution in each of the three data sets. Using these data, the proportion of multiple race responses were increased two-, four-, six-, and eight-fold. This was done to test how, with increasing levels of multiple race reporting, each bridging method affected the tabulations.

Misclassification of Race

For all three data sets, misclassification rates were calculated by comparing a person’s answer to the race question under the old standards to that person’s responses under the new standards using each of the bridging alternatives. This produced a misclassification rate and its standard error for each race by tabulation method.

Preliminary Outcomes Assessment

OMB assessed the impact of multiple race reporting on outcome measures from the NHIS, CPS, and WSPS data sets. This procedure was done to demonstrate how multiple race reporting and using various bridging methods may impact these and similar estimates. This assessment is important because Federal agencies typically are not analyzing racial distributions. Instead, they tend to examine national trends and indicators.

Informed by the evaluation criteria, OMB also released findings on the strengths and weaknesses of the bridging methods based on the statistical analyses. OMB warned that these results should be viewed with caution, considering that most of this work relied on small samples of data.

Measure Change Over Time – OMB found that the numerically smaller racial categories, particularly the “American Indian and Alaska Native” category, are the most sensitive to the bridging method that is chosen. The methods that produced distributions closest to the reference distributions were two from the Deterministic Whole Assignment category (Largest Group and Plurality), and the two Deterministic Fractional Assignment methods (Equal Fractions and NHIS Fractions). The remaining Deterministic Whole Assignment (Smallest Group, and Largest Group Other Than White) and All Inclusive methods were not as useful. With respect to misclassification rates, some contradictory results emerged. All the bridging methods produced relatively close matches for the outcomes derived from the three data sets. OMB suggested that the actual outcome being examined may determine which method is best at matching a reference distribution for outcome measures.

Congruence with Respondent's Choice – Of the methods under study, all, except for the four Deterministic Whole Assignment methods, in some way took into account the full range of the respondent's selections.

Range of Applicability – While the All Inclusive method can be used in a wide variety of applications, it will not be suitable for those who require a distribution that adds up to 100 percent. The Equal Fractional Assignment method is also generalizable, but not as easy to use as the All Inclusive method. Of the Deterministic Whole Assignment methods, the Largest Group method gets the highest marks. The remaining methods are more sensitive to context, particularly to the level of geography.

Meet Confidentiality and Reliability Standards – Confidentiality problems will continue to exist for all the bridging methods, but they vary on reliability. The All Inclusive method did not have reliability issues. Of the Deterministic Whole Assignment methods, the Largest Group method had the fewest reliability problems, while the Small Group tabulation had the most. Both Fractional Assignment methods had problems.

Minimize Disruptions to the Single Race Distributions – Conclusions here depended on the data set that was used. For the CPS Supplement, the Plurality method was somewhat closer when compared to the Largest Group Whole Assignment and Fractional Assignment methods. In the NHIS and WSPS data sets, the NHIS Fractional method came closest to minimizing disruptions.

Statistically Defensible – OMB noted that while some of these methods were based upon acceptable statistical conventions, the ones that did not follow a statistical practice (such as the Smallest Group Whole Assignment method) assigned categories based on an observed distribution.

Ease of Use – While some methods were easier to use than others, none of the methods appeared exceptionally difficult to use.

Skill Required – According to OMB, a minimal amount of computer expertise was required to perform the operations related to these methods. Statistical knowledge would be useful in understanding the Deterministic Fractional Assignment methods, but the Deterministic Whole Assignment procedures required no such knowledge. Since percentages added up to more than 100 percent in the All Inclusive method, one might want to know the statistical technique of raking in order to address that issue.

Understandability and Communicability – The Deterministic Whole Assignment methods can be easily explained to and understood by the average user. While the Deterministic Fractional Assignment methods might be easy to explain, an average user might find such an idea difficult to accept. Finally, the All Inclusive method may be easy to convey, but because the results add up to over 100 percent (unless a raking procedure is used), one may not understand how to use the results.

Recommendations

Since the 1997 OMB revision to racial data collection standards, bridging has become a methodology required for virtually anyone performing, reviewing, or using trend or time series analyses involving current demographic data and data collected under the prior standards. As previously discussed, the 1997 standards revise the terminology and increase the number of racial categories from four to five, and permit a respondent of mixed racial heritage to identify with more than one racial group.

According to the Census Bureau, only 2.4 percent of the U.S. population reported two or more races in the 2000 Decennial Census. Thus, when collecting racial and ethnic data under the new OMB standards HUD, as a Department and some offices within the Department, may find that their respondents or customers of mixed race heritage constitute a relatively small share of their total population pool.

This possibility provides some perspective when considering the bridging issues at HUD. Some bridging exercises will likely apply to relatively small multiple race populations here. Given such small numbers (or possibly for different reasons) an office may feel justified in tolerating a "break" in its data and in foregoing any bridging activities.

Thus, some HUD offices may at first glance believe that they are not obligated to bridge their data. But they should recall that demographic statistics are of crucial importance to many researchers, policy analysts, decision-makers, and other data users. Only in cases where applying bridging to truly small populations would yield statistically questionable results may a HUD office justify dismissing the need to perform bridging.

When HUD offices do perform bridging, this memo recommends that the Deterministic Whole Assignment should be employed and specifically the bridging methodology designated as "Largest Group Other Than White." This methodology or rule allocates responses that include White and another racial group to the other group. Responses including two or more racial groups other than White are assigned to the group with the highest single race count--presumably one or another of the minority groups. This bridging methodology is advised by HUD's FHEO office, for it better reflects the issues in which they are interested as well as HUD's statutory obligation to affirmatively further fair housing.

HUD offices *are encouraged but not obligated* to adopt FHEO's preferred bridging method that would allow for trend or time series analyses, or are free to select another method that is more appropriate. This recommendation is intended for guidance only.

For further information or discussion you may call Dianne T. Thompson in PD&R at (202) 708-5537, extension 5863.

VALLEJO HOUSING AUTHORITY
SPECIAL MEETING
JANUARY 31, 2006

MINUTES

A special meeting of the Vallejo Housing Authority was held on the above date in the Council Chambers of the Vallejo City Hall. The meeting was called to order at 6:45 p.m. by Chairman Anthony Intintoli, Jr.

1. CALL TO ORDER

A. ROLL CALL

Present: Chairman Intintoli, Vice Chair Pearsall, Chairmembers Cloutier, Davis, Bartee, Sunga, Pitchford

Absent: Members Gomes, Everheart

Staff: Interim Executive Director Otto Giuliani
City Attorney Fred Soley
Secretary Allison Villarante

2. COMMENTS ON CONSENT CALENDAR BY MEMBERS OF THE PUBLIC-NONE

3. CONSENT CALENDAR AND APPROVAL OF AGENDA

Hearing no further additions or deletions, the agenda was approved and the following resolutions were offered by Vice Chair Pearsall:

A. DESIGNATION OF EXECUTIVE DIRECTOR

Article III, Section 4 of the Vallejo Housing Authority Bylaws stipulate that the Board "shall appoint, by adoption of a resolution, the Executive Director". Staff recommends the Board appoint as the John Thompson Executive Director of the Vallejo Housing Authority.

RESOLUTION 06-01 designating John Thompson as the Executive Director.

B. APPROVAL OF REVISIONS TO THE ADMINISTRATIVE PLAN, CHAPTERS 1, 2, 3, 9, 12 and 13

The Housing Authority has adopted an updated and revised Administrative Plan as required by the U.S. Department of Housing and Urban Development (HUD). As practicable, all Administrative Plan chapters were provided to the Housing and Community Development Commission (HRC) for review and comment prior to their adoption by the Housing Authority Board. HUD requires revision of the Administrative Plan prior to the implementation of any policy changes which affect information contained within the Plan.

Staff recommends that the Housing Authority Board review and adopt the recent revisions to Chapters One, Two, Three, Nine, Twelve and Thirteen.

These chapters were scheduled for review by the HRC on January 11, 2006. However, a quorum of the HRC was not present at that time.

RESOLUTION 06-02 approving revisions to the Housing Authority Administrative Plan.

The above resolution was adopted with the following vote:

AYES:	Chairman Intintoli, Vice Chair Pearsall, Chairmembers Cloutier, Davis, Bartee, Sunga, Pitchford
NOES:	None
ABSENT:	Members Gomes, Everheart
ABSTENTIONS:	None

4. ADJOURNMENT

The meeting was adjourned at 6:47 p.m.

ANTHONY J. INTINTOLI, JR., CHAIRMAN

ATTEST: _____
ALLISON VILLARANTE, CITY CLERK

VALLEJO HOUSING AUTHORITY
SPECIAL MEETING
JANUARY 23, 2007

MINUTES

A special meeting of the Vallejo Housing Authority was held on the above date in the Council Chambers of the Vallejo City Hall. The meeting was called to order at 6:45 p.m. by Chairman Anthony Intintoli, Jr.

1. CALL TO ORDER

A. ROLL CALL

Present: Chairman Intintoli, Vice Chair Cloutier, Chairmembers Bartee, Davis, Pearsall, Sunga, and Pitchford

Absent: Members Gomes, Everheart (excused)

Staff: Executive Director Joseph Tanner
City Attorney Fred Soley
Acting Secretary Mary Ellsworth

2. COMMENTS ON CONSENT CALENDAR BY MEMBERS OF THE PUBLIC- NONE

3. CONSENT CALENDAR AND APPROVAL OF AGENDA

Members Davis and Sunga announced that they would be abstaining on Item 3C, concerning disclosure of a remote interest in Housing Assistance Payment Contracts because they have Section 8 tenants; Member Davis in property that he owns at 210 and 212 Mayo Avenue, and Member Sunga for property he owns at 2450 Springs Road and 1423 Oakwood Avenue.

Hearing no additions or deletions, the agenda was approved and the following resolutions were offered by Vice Chair Cloutier:

RESOLUTION NO. 07-01 designating Joseph M. Tanner as the Executive Director.

RESOLUTION NO. 07-02 approving revisions to the Housing Authority Administrative Plan.

RESOLUTION NO. 07-03 Accepting the disclosure letter of Commissioner Sunga.

The above resolutions were adopted with the following vote:

AYES: Chairman Intintoli, Vice Chair Cloutier, Chairmembers Bartee, Davis, Pearsall, Sunga, and Pitchford

NOES: None

ABSENT: Members Gomes, Everheart (excused)

ABSTENTIONS: Members Davis and Sunga on Item 3-C

4. ADJOURNMENT

The meeting was adjourned at 6:47 p.m.

ANTHONY J. INTINTOLI, JR., CHAIRMAN

ATTEST:

MARY ELLSWORTH, ACTING CITY CLERK

VALLEJO HOUSING AUTHORITY
SPECIAL MEETING
APRIL 3, 2007

MINUTES

A special meeting of the Vallejo Housing Authority was held on the above date in the Council Chambers of the Vallejo City Hall. The meeting was called to order at 6:45 p.m. by Chairman Anthony Intintoli, Jr.

1. CALL TO ORDER

A. ROLL CALL

Present: Chairman Intintoli, Vice Chair Cloutier, Chairmembers Bartee, Sunga, and Everheart

Absent: Members Davis, Pearsall and Everheart (excused)

Staff: Executive Director Joseph Tanner
City Attorney Fred Soley
Acting Secretary Mary Ellsworth

2. CONSENT ITEMS

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

APPROVAL OF MINUTES OF SPECIAL MEETING OF JANUARY 23, 2007

The minutes were approved by the following vote:

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

3. PUBLIC HEARINGS

A. CONSIDERATION OF CITY OF VALLEJO HOUSING AUTHORITY FISCAL YEAR 2007- 2008 ANNUAL PLAN

Mayor Intintoli opened the public hearing.

Guy Ricca, Senior Community Development Analyst, presented a staff report, stating that the action taken tonight is a requirement of HUD for the Housing Choice Voucher Program. The plan contains information on Affordable Housing needs in the community and strategies identified to address the needs. There is a 45-day public comment period on the document. The Housing and Redevelopment Commission reviewed the document on March 12 and voted unanimously to approve the plan.

Mayor Intintoli closed the public hearing.

In response to a question of Councilmember Sunga concerning the application process, Melinda Nestlerode, Sr. Community Development Analyst, reported that the final count is 6,467 applications for the Housing Choice Voucher Program and 4,219 applications for the Project Based Voucher Program. Notification will be sent out the week of April 9.

RESOLUTION NO. 07-04 offered by Chairman Intintoli, approving the annual plan.

The resolution was adopted by the following vote:

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

4. ADJOURN

The meeting adjourned at 6:51 p.m.

ANTHONY J. INTINTOLI, JR., CHAIRMAN

ATTEST: MARY ELLSWORTH, ACTING SECRETARY




CONSENT A

Agenda Item No.

COUNCIL COMMUNICATION

Date: May 22, 2007

TO: Honorable Mayor and Members of the City Council

FROM: Gary A. Leach, Public Works Director. 

SUBJECT: APPROVAL OF A RESOLUTION ACCEPTING WORK UNDER THE CONTRACT FOR THE ANNUAL REPAIR OF SIDEWALKS FOR FISCAL YEAR 2005/06 WITH POTTRATZ EQUIPMENT, AS COMPLETE

BACKGROUND

The Annual Sidewalk Repair Program is an ongoing program for repairing hazardous sidewalks, curbs and gutters. Chapter 10.04 of the Vallejo Municipal Code imposes the financial responsibility for sidewalk, curb and gutter repairs on the abutting property owner. The Annual Sidewalk Repair Policy (07-35 N.C.), as approved by the City Council, deviates slightly from the Municipal Code in that Council determined that it would be appropriate for property owners to be financially responsible for the repair of all sidewalk defects and the City would assume responsibility for the cost of any "street tree" root pruning that was necessary because of the sidewalk repair as well as all costs associated with the repair of curb and gutter.

On March 28, 2006, Council awarded the Annual Repair of Sidewalks for FY 2005/06 contract to Pottratz Equipment. Because of the enormous amount of correspondence required to ensure that the property owners were notified and had adequate time to respond to the Hazardous Sidewalk Notice, this project took approximately 12 months to complete which was several months longer than originally anticipated. There were 403 locations targeted for hazardous sidewalk repair. Of the 403 locations, 13 property owners decided to make their own repairs which were inspected by city staff in order to ensure compliance with city standards and specifications. The contract has been completed for a total of **\$235,929**. Under this contract 19,992 square feet of hazardous sidewalk and 2,496 linear feet of curb and gutter were replaced. Based upon our current policy, property owners will be responsible for \$153,191 of these costs and the City will be responsible for the remaining \$82,738. The average costs per parcel for the hazardous sidewalk repairs will be \$395.00 for the property owners and \$212.00 for the City. The property owners will reimburse the City at the contracted rates for their portion of the cost. At this time, Staff is not sure how many property owners will qualify for and take advantage of the City's Financial Assistance Program.



Fiscal Impact

The 2005/2006 Annual Repair of Sidewalks Contract was awarded to Pottratz Equipment in the amount of \$444,975.00. While developing the process of notifying and billing property owners of their responsibility to repair hazardous sidewalks adjacent to their property, it became apparent to staff that not all of the locations targeted for sidewalk repair could be completed under the time constraints specified in the terms of the contract. The process of notifying property owners, confirm receipt of the notification, and if needed, send a second or third notice, would take approximately three months before the site could be released to the contractor for scheduling of repairs. Because of the time needed for the notification process, of the 520 sites targeted for repairs, only 403 locations were completed. To ensure property owners are notified and have adequate time to respond to their notification before repairs begin, future projects will be limited to approximately 200 – 250 sites depending on funds available. The 117 sites that were not repaired under this contract will be placed on the list of locations to be completed during the next Annual Repair of Sidewalks Contract. The total amount paid to the contractor for the completed work of the 2005/2006 Annual Repair of Sidewalks Contract was \$235,929.00, which was paid for from Gas Tax Funds.

RECOMMENDATION

Staff recommends that council adopt a resolution accepting the work of Pottratz Equipment under the contract as complete for the Annual Repair of Sidewalks for Fiscal Year 2005/06 and authorizing the City Clerk to file a Notice of Completion.

ENVIRONMENTAL REVIEW

This project qualifies for a Class 2 Categorical Exemption under the California Environmental Quality Act (CEQA). (Public Resources Code sections 21080(b) (9) and 21084; Title 14 of the California Code of Regulations section 15302.) The City Council found this project to be exempt from CEQA when it approved the project's specifications on March 28, 2006. A Notice of Exemption has been filed with the Solano County Clerk. No further CEQA is required by the City Council.

PROPOSED ACTION

Approve the resolution accepting work under the contract for the Annual Repair of Sidewalks for Fiscal Year 2005/06 with Pottratz Equipment as complete and authorizing the City Clerk to file the Notice of Completion.



DOCUMENTS AVAILABLE FOR REVIEW

- a. A resolution accepting the work as complete for the Annual Repair of Sidewalks for FY 2005/06 and authorizing the City Clerk to file a Notice of Completion.
- b. List of work Site Locations

CONTACT PERSON

Gary A. Leach, Public Works Director
648-4315
gleach@ci.vallejo.ca.us

James Gajkowski, Deputy Maintenance Supt./Streets
(707) 648-4319
JamesG@ci.vallejo.ca.us

MAY 22, 2007
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RESOLUTION NO. 07-_____ N.C.

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

WHEREAS, on March 28, 2006, the City Council through Resolution No. 06-106 N.C., awarded a contract to Pottratz Equipment, Vallejo, California, for the Annual Repair of Sidewalks for Fiscal Year 2005/2006; and

WHEREAS, the work performed by Pottratz Equipment, of Vallejo, California, for the Annual Repair of Sidewalks for Fiscal Year 2005/06 within the City of Vallejo, County of Solano, California, is now complete as detailed in their contract dated March 28, 2006.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Vallejo that those works as set forth above are hereby accepted as complete.

BE IT FURTHER RESOLVED the City Clerk is hereby authorized and directed to file a Notice of Completion with the Recorder of Solano County, California.

MAY 22, 2007

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Work Site Locations

100	Albatross	117	David Ct.	216	Ebbets Pass
101	Albatross	148	Delta Cir.	224	Ebbets Pass
109	Albatross	200	Diana	230	Ebbets Pass
125	Albatross	211	Diana	237	Ebbets Pass
141	Albatross	212	Diana	309	Ebbets Pass
188	Albatross	303	Diana	312	Ebbets Pass
1906	Alice	315	Diana	266	Echo Summit
1911	Alice	401	Diana	330	Echo Summit
1912	Alice	404	Diana	535	Echo Summit
1925	Alice	413	Diana	605	Echo Summit
124	Auburn	416	Diana	670	Echo Summit
100	Azalea Ct.	422	Diana	715	Echo Summit
137	Azalea Ct.	425	Diana	725	Echo Summit
143	Azalea Ct.	428	Diana	979	Elliot
130	Betty Ct.	431	Diana	1006	Elliot
145	Betty Ct.	464	Diana	1012	Elliot
26	Bidwell	114	Dillon	1315	Elliot
31	Bidwell	115	Dillon	1327	Elliot
53	Bidwell	184	Dixie Ct.	1345	Elliot
115	Bidwell	115	Donna Ct.	1401	Elliot
135	Bidwell	140	Donna Ct.	1415	Elliot
145	Bidwell	145	Donna Ct.	1535	Elliot
146	Bidwell	155	Donna Ct.	100	Fiddletown
105	Boggs Ct.	806	Donner Pass	110	Hamilton Court
150	Boggs Ct.	924	Donner Pass	107	Imelda
105	Brett Harte	1016	Donner Pass	722	Jack London
134	Brett Harte	1108	Donner Pass	734	Jack London
167	Brett Harte	1116	Donner Pass	746	Jack London
105	Candy Cir.	1117	Donner Pass	808	Jack London
145	Candy Cir.	1208	Donner Pass	816	Jack London
165	Candy Cir.	1213	Donner Pass	824	Jack London
173	Candy Cir.	1500	Donner Pass	1127	Jack London
190	Candy Cir.	119	Doreen Ct.	1140	Jack London
205	Candy Cir.	120	Doreen Ct.	1180	Jack London
124	Carnation	135	Doreen Ct.	1190	Jack London
219	Catalina	150	Doreen Ct.	1240	Jack London
240	Catalina	138	Downie	1260	Jack London
120	Claxton Ct.	139	Downie	1280	Jack London
100	Coloma Way	155	Downie	1290	Jack London
113	Coloma Way	148	Drytown Ct.	1315	Jack London
120	Coloma Way	160	Drytown Ct.	1320	Jack London
132	Coloma Way	101	Easter Ct.	1325	Jack London
160	Coloma Way	160	Easter Ct.	1400	Jack London
115	Danrose	115	Ebbets Pass	105	Kennison Ct.
108	David Ct.	121	Ebbets Pass	145	Kennison Ct.
116	David Ct.	137	Ebbets Pass	150	Kennison Ct.

165	Kennison Ct.	1806	Mini	1690	Severus
155	Kilty Ct.	1809	Mini	1691	Severus
10	Kit Carson	1816	Mini	1706	Severus
110	Kit Carson	1845	Mini	1712	Severus
149	Kit Carson	1846	Mini	1724	Severus
155	Kit Carson		Monitor Pass	1730	Severus
156	Kit Carson	120	Ct.	1731	Severus
156	Kit Carson	585	Newport	1742	Severus
110	Lainey Ct.	720	Newport	1779	Severus
120	Lainey Ct.	740	Newport	1805	Severus
140	Lainey Ct.	756	Newport	1823	Severus
145	Lainey Ct.	781	Newport	1851	Severus
164	Larsen	191	O'Brien Cir.	1854	Severus
189	Larsen	112	Pioneer Ct.	1900	Severus
190	Larsen	113	Rawhide Ct.	1906	Severus
107	Lilac	101	Rhea Ct.	1912	Severus
100	Lilac Ct.	131	Rhea Ct.	2003	Severus
120	Litchfield Ct.	100	Rhonda Ct.	2023	Severus
145	Litchfield Ct.	3	Rinaldo	2024	Severus
1501	Lorenzo	34	Rinaldo	2035	Severus
1507	Lorenzo	43	Rinaldo	2049	Severus
1530	Lorenzo	49	Rinaldo	2050	Severus
140	Mari Ct.	100	River Pines	135	Shari Ct.
145	Mari Ct.	101	River Pines	140	Shari Ct.
170	Mari Ct.	501	Roleen	145	Shari Ct.
996	Marigold	507	Roleen	150	Shari Ct.
7	Marshall	512	Roleen	165	Shari Ct.
28	Marshall	530	Roleen	170	Shari Ct.
40	Marshall	600	Roleen	175	Shari Ct.
106	Martel Ct.	606	Roleen	235	Sonora Pass
125	Martel Ct.	607	Roleen	241	Sonora Pass
130	Martel Ct.	701	Roleen	251	Sonora Pass
134	Martel Ct.	709	Roleen	123	Spencer
140	Martin	1110	Roleen	154	Spencer
148	Martin	1152	Roleen	160	Spencer
148	Martin	1185	Roleen	701	Springfield
200	Martin	1420	Roleen	739	Springfield
210	Martin	1402	Roleen	764	Springfield
147	Meadows	100	Roleen Ct.	772	Springfield
356	Meadows	107	Rome	793	Springfield
409	Meadows	301	Rome	125	Susan Ct.
108	Melba	100	Rose Ct.	100	Teal Ct.
114	Melba	110	Rose Ct.	112	Teal Ct.
119	Melba	120	Rose Ct.	159	Teal Ct.
236	Melba	200	San Andreas	171	Teal Ct.
1407	Mini	155	Sandpiper	145	Teri Ct.
1507	Mini	1201	Severus	728	Tobin
1508	Mini	1674	Severus	729	Tobin
1537	Mini	1682	Severus	758	Tobin

770	Tobin	130	Devonshire	140	Lexington
815	Tobin	146	Devonshire	166	Lexington
821	Tobin	224	Devonshire	169	Lexington
824	Tobin	370	Devonshire	200	Lexington
839	Tobin	100	Devonshire Ct.	201	Lexington
845	Tobin	172	Devonshire Ct.	332	Lexington
856	Tobin	10	Dover Ct.	348	Lexington
930	Tobin	100	Essex Ct.	409	Lexington
931	Tobin	101	Essex Ct.	417	Lexington
105	Tobin Ct.	101	Fleet	425	Lexington
105	Ward Ct.	160	Fleet	433	Lexington
125	Ward Ct.	183	Fleet	441	Lexington
140	Ward Ct.	199	Fleet	448	Lexington
145	Ward Ct.	2	Fleet Ct.	449	Lexington
131	Ashton	16	Garthe Ct.	10	Norfolk Ct.
141	Ashton	22	Garthe Ct.	21	Norfolk Ct.
10	Ashton Ct.	23	Garthe Ct.	31	Norfolk Ct.
11	Ashton Ct.	25	Garthe Ct.	100	Picadilly Cir.
32	Ashton Ct.	29	Garthe Ct.	112	Primrose
33	Ashton Ct.	31	Garthe Ct.	200	Regents Park
90	Ashton Ct.	32	Garthe Ct.	207	Regents Park
400	Britannia	34	Garthe Ct.	253	Regents Park
517	Britannia	43	Garthe Ct.	301	Regents Park
760	Britannia	51	Garthe Ct.	343	Regents Park
300	Brunswick	57	Garthe Ct.	351	Regents Park
312	Brunswick	58	Garthe Ct.	367	Regents Park
388	Brunswick	64	Garthe Ct.	414	Regents Park
483	Brunswick	70	Garthe Ct.	100	Stratford
525	Brunswick	76	Garthe Ct.	101	Stratford
540	Brunswick	79	Garthe Ct.	125	Stratford
556	Brunswick	4609	Georgia	128	Stratford
565	Brunswick	4701	Georgia	133	Stratford
573	Brunswick	203	Hawkins	141	Stratford
574	Brunswick	120	Lancaster	131	Windsor
587	Brunswick	128	Lancaster	163	Windsor
632	Brunswick	133	Lancaster	172	Windsor
647	Brunswick	147	Lancaster	210	Windsor
687	Brunswick	148	Lancaster		
108	Deans Ct.	169	Lancaster		
116	Deans Ct.	100	Lexington		
100	Devonshire	115	Lexington		




CONSENT B

COUNCIL COMMUNICATION

Agenda Item No.

Date: May 22, 2007

TO: Honorable Mayor and Members of the City Council

FROM: Gary Leach, Public Works Director 

SUBJECT: RESOLUTION SETTING A PUBLIC HEARING DATE FOR ESTABLISHING AD VALOREM ASSESSMENTS FOR FOURTEEN (14) LANDSCAPE MAINTENANCE DISTRICTS: CIMARRON HILLS/MADIGAN; COLLEGE HILLS; COSTA DEL RIO (SEAVIEW); SOMERSET HIGHLANDS I/II; HUNTER RANCH I/II; MONICA PLACE; RIDGECREST; SOMERSET HIGHLANDS III; SPRINGTREE/FLEMING HILL; SUMMIT II; TOWN AND COUNTRY I; WOODRIDGE; AND GLEN COVE I/II AND GREENMONT/SEAPORT HILLS FOR FISCAL YEAR 2007/2008

BACKGROUND

The City of Vallejo currently has twenty-six (26) Landscape Maintenance Districts (LMD's), fourteen (14) of which, were created in accordance with the Improvement Act of 1911.. These districts require annual determination of each district's costs, and allocation of those costs by means of annual assessments to the dwelling units within each district. The other twelve (12) LMD's, created under the Landscape and Lighting Act of 1972, will be considered by the Council under a separate action

Previous City Council actions formed the 1911 Act Landscape Maintenance Districts (LMD) and set a maximum annual assessment rate as determined by the City and approved by a majority of the parcel owners at the time of each District's formation. The City has not exceeded the authorized maximum assessment rate for any district and even with the recommended increases in 10 of the Districts this next fiscal year will not exceed these maximum rates. Until such time that the maximum rate is exceeded, the 1911 Act districts are exempt from the procedures and approval process required by Proposition 218.

The City Council is required to have a public hearing to take public comments regarding Fiscal Year (FY) 2007/2008 assessments within the following fourteen (14) Ad Valorem Landscape Maintenance Districts, formed pursuant to the Improvement Act of 1911: Cimarron Hills/Madigan; College Hills; Costa Del Rio (Seaview); Somerset Highlands I/II; Hunter Ranch I/II; Monica Place; Ridgecrest; Somerset Highlands III; Springtree/Fleming Hill; Summit II; Town & Country I; Woodridge; and Glen Cove I/II and Greenmont/Seaport Hills. The 1911 Act requires annual determination of each district's costs, and allocation of those costs by means of annual assessments to the parcels within each district. Assessments for the 1911 Act districts are determined by



applying the established assessment rate to each one hundred dollars (\$100.00) of assessed value of each parcel.

The assessments are collected by the County of Solano and forwarded to the City for deposit into specific fund accounts for each district. All assessments are expended for landscape maintenance, repair of damage due to vandalism or natural occurrence, site rehabilitation or improvements, water and utilities, and City administration and inspection.

The FY 2006/2007 and the proposed FY 2007/2008 assessments are shown below. Four (4) districts are recommended to remain at the same rate as assessed in FY 2006/2007. An increase is being proposed for FY 2007/2008 in ten (10) districts as noted below:

DISTRICT	MAX RATE	FY 2006/07	PROPOSED FY2007/2008
Cimarron Hills-Madigan	1.50/100	\$.113	\$.153
College Hills	1.50/100	\$.084	\$.124
Costa Del Rio (Seaview)	4.00/100	\$.373	\$.373
Somerset I/II	1.25/100	\$.081	\$.081
Greenmont/Seaport Hills	1.25/100	\$.063	\$.103
Monica Place	1.25/100	\$.147	\$.187
Ridgecrest	1.50/100	\$.060	\$.060
Somerset III	1.50/100	\$.099	\$.139
Springtree-Fleming	1.50/100	\$.170	\$.21
Summit II	1.50/100	\$.063	\$.103
Town & Country I	1.50/100	\$.094	\$.134
Woodridge	1.50/100	\$.117	\$.117
Glen Cove I/II	1.50/100	\$.100	\$.14
Hunter Ranch I/II	1.50/100	\$.063	\$.103

Although the proposed increase in the levy rate for the ten (10) Districts is significant (27-63%) it should be noted that the rates within these 10 Districts have remained unchanged for the last twenty years. These rate increases are need at this time to fund additional expenses due to increased costs in landscape service, water, and city wide allocations. In addition it is desirable to have a reserve within each LMD to fund such things as:

- ✓ Initiate public street tree maintenance.
- ✓ A majority of the ornamental landscape requires extensive rehabilitation and



- plant replacement.
- ✓ Several districts require extension of the grass cutting providing a wider fire-defensive perimeter away from the residential structures.
- ✓ View restoration, a common reoccurring request from the parcel owners to restore the hill side views to the bay.

All of the costs associated with the above landscape maintenance districts are paid by the assessments levied upon the parcels within those districts. The total FY 2007/08 assessment for all fourteen 1911 Act districts is estimated to be \$1,343,595.00 (One Million Three Hundred Forty-Three Thousand Five Hundred and Ninety-Five Dollars). This total assessment compares with \$984,000 collected for FY 2006/07.

The preliminary engineer's reports for the above districts are available in the City Clerk's Office and in the Public Works Department for review.

Fiscal Impact

The recommended increases in the ten (10) districts will replenish reserve funds seriously depleted due to historical inflationary costs for landscape maintenance service, administrative services, and water costs. Although the LMD assessment increase for these 10 districts is significant when considered independently, it is estimated that the average total property tax bill will only increase between 0.029% to 0.036% per assessed valuation of each parcel. There will also be a minor increase in district homeowner's assessment levy paid to Solano County. As a result of the increase in Citywide allocation costs for these LMD's there will be a net positive impact to the General Fund.

RECOMMENDATION

Begin the process of setting a public hearing for establishing ad valorem assessments for fourteen (14) Landscape Maintenance Districts for fiscal year 2007/2008. This is to comply with the legal requirements of the 1911 Act and the provisions of the California Constitution Article XIID (Proposition 218).

ENVIRONMENTAL REVIEW

No environmental review is necessary to take this action.

PROPOSED ACTION

Adopt a resolution setting a public hearing for June 12, 2007 at 7:00 p.m. for setting Ad Valorem assessments for fourteen (14) Landscape Maintenance Districts for FY 2007/2008.



DOCUMENTS AVAILABLE FOR REVIEW

- a. A resolution setting a public hearing on June 12, 2007 at 7:00 p.m. for setting Ad Valorem assessments for fourteen (14) landscape maintenance districts for FY 2007/2008.
- b. Copy of the Engineer's Report
- c. Location Map

CONTACT

Gary A. Leach, Public Works Director
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Sam Gonzales, Assistant Maintenance Superintendent/Landscape & Community Forest
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MAY 22, 2007
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RESOLUTION NO. 07-_____ N.C.

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

WHEREAS, the City Council by previous resolutions formed and levied annual assessments for the fourteen (14) Landscape Maintenance Districts (hereafter referred to as the "Districts"), pursuant to the provisions of the Improvement Act of 1911 (California Streets and Highways Code section 5000 et seq.) (hereafter referred to as the "Act"); and

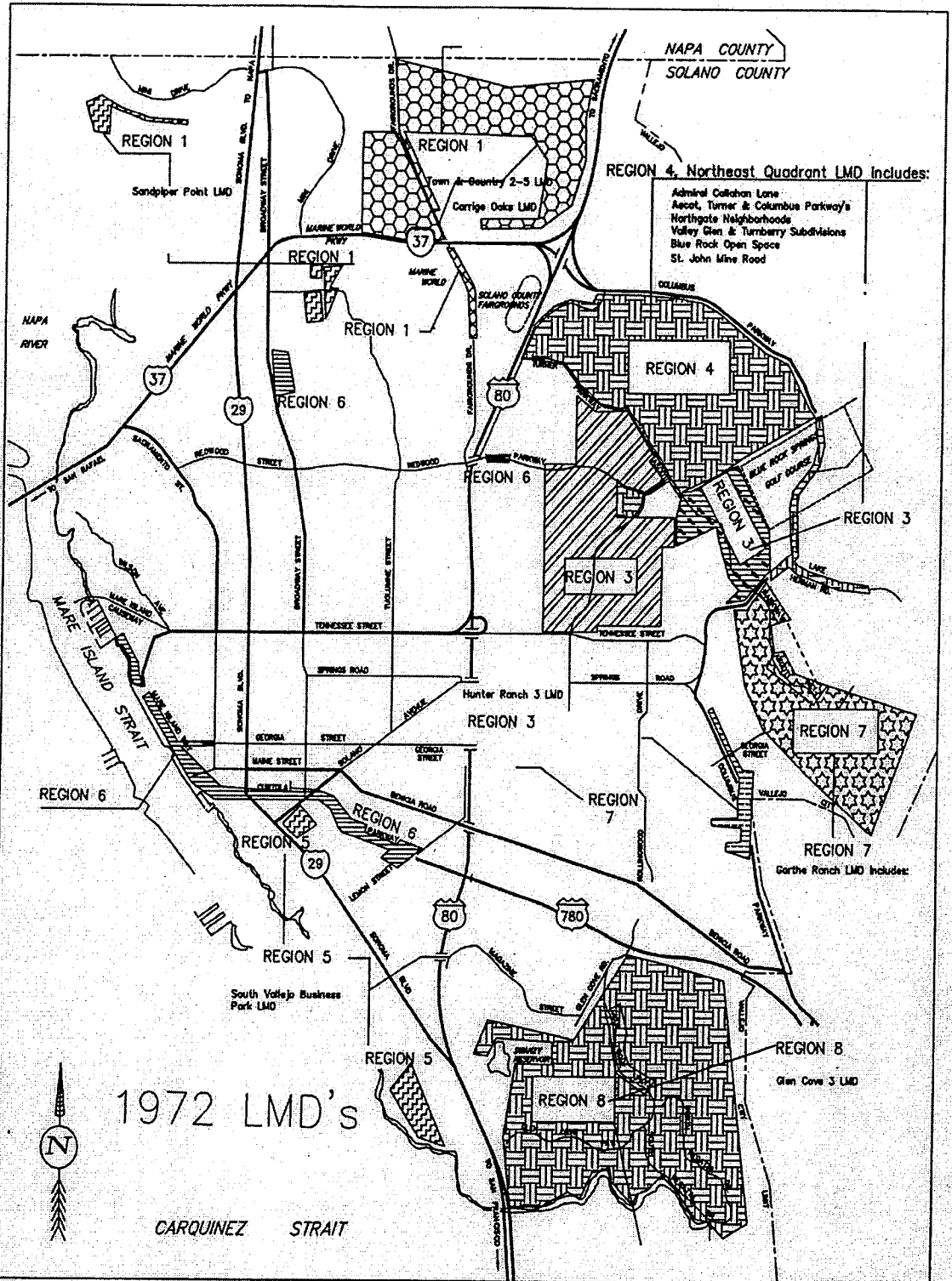
WHEREAS, the fourteen Districts are Cimarron Hills/Madigan, College Hills, Costa Del Rio (Seaview), Somerset Highlands I/II, Summit I/II, Hunter Ranch I/II, Monica Place, Ridgecrest, Somerset Highlands III, Springtree/Fleming Hill, Town & Country I, Woodridge, Glen Cove I/II; and, Greenmont/Seaport Hills; and

WHEREAS, the Act provides the City Council the authority to annually levy and collect assessments for the Districts on the Solano County tax roll on behalf of the City of Vallejo to pay the maintenance and services of all improvements and facilities related thereto.

NOW, THEREFORE, BE IT RESOLVED that a Public Hearing on these matters is hereby set for Tuesday, June 12, 2007, at 7:00 p.m., or as soon thereafter as feasible in the City Council Chambers, located at 555 Santa Clara Street, Vallejo, California.

MAY 22, 2007

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1972 LMD's



CITY OF VALLEJO

DEPARTMENT OF PUBLIC WORKS
LANDSCAPE DIVISION

DWG. NO. <u>Regions</u>	SHEET <u>1</u> OF <u>1</u>
DRAWN BY <u>SSG</u>	FILE NO. <u>REGION</u>
DATE <u>Rev.9/22/04</u>	REF. _____
CHECKED <u>SSG</u>	SCALE <u>NONE</u>

DISTRICT KEY MAP by REGION
LANDSCAPE CONTRACTORS AREAS

PREPARED BY: _____
LANDSCAPE MAINTENANCE MANAGER DATE _____




CONSENT C

COUNCIL COMMUNICATION

Agenda Item No.

Date: May 22, 2007

TO: Honorable Mayor and Members of the City Council

FROM: Gary Leach, Public Works Director 

SUBJECT: RESOLUTION INITIATING PROCEEDINGS FOR THE LEVY AND COLLECTION OF ASSESSMENTS, PRELIMINARY APPROVAL OF ENGINEER'S REPORT AND DECLARATION OF INTENTION FOR THE LEVY AND COLLECTION OF ASSESSMENT FOR TEN (10) LANDSCAPE MAINTENANCE DISTRICTS FOR FY 2007/2008 AND SETTING A PUBLIC HEARING

BACKGROUND

The City of Vallejo has twenty-six (26) Landscape and Lighting Districts, twelve (12) of which were created under the Landscape and Lighting Act of 1972, and fourteen (14) created under the 1911 Act. The Council will consider the 1911 Act districts under a separate action. Approval of this resolution formally starts the process for establishing the Fiscal Year 2007/2008 assessment for the following ten (10) landscape maintenance districts: Carriage Oaks, Garthe Ranch, Glen Cove 3, Hunter Ranch 3, Marine World/Fairgrounds, Marinview, Sandpiper Point, South Vallejo Business Park, Town and Country 2-5, Northeast Quadrant and Northeast Quadrant Zone A. The Hiddenbrooke Maintenance District will come under separate City Council action due to timing issues working with the HMD Committee and the Garthe Ranch Estates LMD was formed for FY 2007/2008 earlier this year.

Except for inflationary adjustments within the Northeast Quadrant LMD and Northeast Quadrant Zone A, there are no proposed increases for the period July 1, 2007 to June 30, 2008 for the ten (10) assessment districts considered by this action

Landscape Maintenance Districts (LMD's) under consideration within this report were formed and annual assessments levied pursuant to the Landscape and Lighting Act of 1972, Part 2, Division 15 of the Streets and Highways Code and Proposition 218.

Annually, Engineer's Reports (hereafter referred to as "Reports") are prepared for each 1972 Act District, which analyzes the district based on "equivalent benefit units" (EBU). The proposed assessment for each parcel is based on the special benefit the parcels within each District receive. The FY 2007/2008 budget for each district is included as part of the Engineer's Report.



The City Council appointed MuniFinancial as the “Engineer of Work” and directed them to prepare the Engineer's Reports for the ten districts. The preliminary engineers report is on file in the Department of Public Works and at the City Clerk’s office, 555 Santa Calra Street, Vallejo, Ca. The assessment for each District is proposed at the same rate as the previous fiscal year with the exception in the Northeast Quadrant. The annual assessment for the Northeast Quadrant includes an inflation adjustment and the proposed assessment has been increased by the allowable amount. The FY 2007/2008 assessment is based upon the equivalent benefit unit for each parcel and the ten (10) 1972 Act Districts are listed below:

<u>DISTRICT</u>	<u>EXISTING</u> <u>06/07</u> <u>ASSESSMENT</u>	<u>PROPOSED</u> <u>07/08</u> <u>ASSESSMENT</u>	<u>PERCENT</u> <u>CHANGE</u>
Carriage Oaks	\$58.52	\$58.52	0%
Garthe Ranch	\$128.46	\$128.46	0%
Glen Cove 3	\$155.14	\$155.14	0%
Hunter Ranch 3	\$72.04	\$72.04	0%
Marine World/Fairgrounds	\$58.38	\$58.38	0%
Marinview	\$636.00	\$636.00	0%
Sandpiper Point	\$141.76	\$141.76	0%
So. Vallejo Bus. Park	\$1678.00	\$1678.00	0%
Town & Country 2-5	\$70.48	\$70.48	0%
Northeast Quadrant	\$226.46	\$233.71	3.2%
Northeast Quadrant Zone A	\$350.22	\$361.42	3.2%

The proposed assessments for all Districts comply with the provisions of Proposition 218.

Pursuant to the Landscape and Lighting Act of 1972, the Engineer’s Report identifies all assessable parcels in the Landscape Maintenance Districts. The annual costs and expenses to provide and maintain the improvements in each District are assessed proportionately to those parcels within each District that receive special benefits from the improvements. With the exception of two (2) Districts (Marine World/ Fairgrounds and South Vallejo Business Park), single-family residences make up the majority of parcels within the Landscape Maintenance Districts discussed in this report. The assessments described above are based on one equivalent benefit unit (one EBU is applied to a single-family residence). The total amount of funds to be assessed for all 1972 Act Landscape Maintenance Districts for FY 2007/08 is \$2,013,540.00 (two million, thirteen thousand and fifty-four dollars). This compares with the total assessment for FY 2006/07 of \$1,347,791 (One Million, Three Hundred Forty Seven Thousand, Seven Hundred Ninety One Dollars).



The following nine LMD's do not have a "built in" rate adjustment for the CPI which would allow the City to increase the assessments for inflation without having to comply with Proposition 218. Accordingly these Districts have been spending and will continue to spend reserve funds to pay for their respective annual operating costs unless the City is able to get the property owners to vote in favor of an increase of their annual assessments. Although there is not adequate time to go through the 218 process prior to approving the FY 2007/08 assessments staff intends to go through this 218 process prior to FY 2008/09 in an effort to eliminate the deficit spending in these nine LMD's. It should also be noted that staff will be recommending an annual CPI rate adjustment as part of these new rates.

<u>YR.</u> <u>FORMED-DISTRICT</u>	<u>07/08 BENEFIT UNIT</u> <u>ASSESSMENT</u>	<u>RECOMMENDATION</u>
1990-Carriage Oaks***	\$58.52	Property Owners Vote Assessment Increase
1987-Garthe Ranch **	\$128.46	" "
1987-Glen Cove 3 **	\$155.14	" "
1986-Hunter Ranch 3 *	\$72.04	" "
1989-Marine World***	\$58.38	" (Not Residential) "
1999-(reformed) Marinview *	\$636.00	" "
1981-Sandpiper Point***	\$141.76	" "
1981-So. Vallejo Bus. Park***	\$1678.00	" (Not Residential) "
1986-Town & Country 2-5 **	\$70.48	" "

* Projected to have a negative fund balance at the end of FY 06/07.

** Projected to have a negative fund balance at the end of FY 07/08.

*** Projected to have a negative fund balance at the end of FY 08/09.

Given these projected deficits the City will have to significantly reduce the landscape maintenance services in any of these districts which fail to approve a rate increase pursuant to Proposition 218. For example, staff would recommend the following maintenance services be reduced for such LMD beginning FY 2007/2008:

1. For older landscaped areas any planning for future or continued landscape rehabilitation projects will be suspended.
2. Any vandalism, natural damage or graffiti may not be repaired, replaced or repainted.
3. LMD contracts will be suspended and landscape service will eliminate ornamental tree and shrub care. Staff will initiate ornamental care on an as needed basis within available funding parameters for each LMD.



In short, the City will have to revise the landscape maintenance to perform only the bare minimum service consisting of fire prevention, weed control and litter only.

Pursuant to Proposition 218 majority protest vote, all parcel owners within their respective LMD's shall be afforded the opportunity to increase their assessments in order to continue the level of service that has historically been provided since the formation of their LMD. Staff will be recommending the City Council authorize all nine (9) LMD's be afforded the opportunity to ballot themselves pursuant to Proposition 218. The above majority protest balloting action will be brought back to the city council at a later date.

One single Engineer's Report for ten (10) 1972 Act districts has been developed and contains a description of each district and the unique features found within each district. The Report shows the FY 2007/2008 budget and a five-year financial projection for each district to assist in long-term financial management of the districts. This document provides relevant information to the public about the districts, as well as document City policies, procedures, and the annual budget for each district. Due to timing issues, separate Council actions will take place for the Hiddenbrooke Maintenance District Committee. In addition it should be noted that the Garthe Ranch Estates LMD that was formed for FY 2007/2008 earlier this year.

Fiscal Impact

The financial health of the previously identified Districts is described in the Engineer's Report. For fiscal year 2007/2008, five (5) Districts are projected to operate at a negative fund balance. Four (4) other Districts will progress to the same poor health financially by the end of fiscal year 2008/2009. The lack of reserve funds for each District shall influence the level of landscape maintenance care performed in each District. Landscape services should be expected to significantly decrease should parcel owners vote not to increase their assessments over this next year.

RECOMMENDATION

Begin the process of initiating a Public Hearing to obtain public input regarding the Annual Financial Report and Engineer's Report for ten (10) of the Landscape Maintenance Districts formed under the Landscaping and Lighting Act of 1972. This is to comply with the provisions of California Constitution Article XIID (Proposition 218).



ENVIRONMENTAL REVIEW

The levy and collection of these assessments is exempt from the California Environmental Quality Act under section 15273 of Title 14 of the California Code of Regulations.

PROPOSED ACTION

Adopt a resolution initiating proceedings for FY 2007/2008 for the levy and collection of assessments, preliminary approval of the Engineer's Report and declaration of intention for the levy and collection of assessments for ten (10) Landscape Maintenance Districts setting a public hearing on June 12, 2007 at 7:00 PM.

DOCUMENTS AVAILABLE FOR REVIEW

- a. Resolution initiating proceedings for FY 2007/2008 for the levy and collection of assessments, preliminary approval of the Engineer's Report and declaration of intention for the levy and collection of assessments for ten (10) Landscape Maintenance Districts setting a public hearing.
- b. Copy of the Engineer's Report
- c. Location Map

Gary A. Leach, Public Works Director
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gleach@ci.vallejo.ca.us

Sam Gonzales, Assistant Maintenance Superintendent/Landscape & Community Forest
(707) 649-3414
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MAY 22, 2007
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RESOLUTION NO. 07-_____ N.C.

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

WHEREAS, the City Council, by previous Resolutions, formed and levied annual assessments for the ten (10) Landscape Maintenance Districts (hereafter referred to as the "Districts"), pursuant to the provisions of the *Landscaping and Lighting Act of 1972, Part 2, Division 15 of the California Streets and Highways Code (commencing with section 22500)* (hereafter referred to as the "Act"); and

WHEREAS, the ten (10) Districts are Carriage Oaks; Garthe Ranch; Glen Cove 3; Hunter Ranch 3; Marine World/Fairgrounds; Marinview; Sandpiper Point; South Vallejo Business Park; Town and Country 2-5, Northeast Quadrant; and

WHEREAS, the Act provides the City Council the authority to annually levy and collect assessments for the Districts on the Solano County tax roll on behalf of the City of Vallejo to pay the maintenance and services of all improvements and facilities related thereto; and

WHEREAS, the City Council has retained MuniFinancial for the purpose of assisting with the Annual Levy of the Districts, to prepare and file the Engineer's Annual Levy Reports (hereafter referred to as the "Engineer's Reports") with the City Clerk in accordance with the Act; and

WHEREAS, the City Council pursuant to provisions of the Act did, by previous Resolution, order the preparation of the Engineer's Annual Levy Reports for the Districts; and

WHEREAS, there has now been presented to this City Council the Engineer's Reports as required by *Chapter 1, Article 4, Section 22566* of said Act; and

WHEREAS, this City Council has carefully examined and reviewed the Engineer's Reports as presented, and is preliminarily satisfied with the Districts, each and all of the budget items and documents as set forth therein, and is satisfied that the levy amounts, on a preliminary basis, have been spread in accordance with the special benefit received from the improvements, operation, maintenance and services to be performed within the Districts, as set forth in said Reports; and

WHEREAS, the assessments for the Districts were previously approved in accordance with the requirements of the California Constitution, Articles XIII C and XIII D.

NOW, THEREFORE BE IT RESOLVED, DETERMINED, AND ORDERED BY THE CITY COUNCIL OF THE CITY OF VALLEJO AS FOLLOWS:

Section 1 **Engineer's Reports:** The City Council hereby orders the filing of the preliminary Engineer's Report, concerning the levy of assessments for the Districts for the fiscal year commencing July 1, 2007 and ending June 30, 2008, in accordance with *Chapter 3, Section 22623* of the Act, with the City Clerk.

Section 2 **Proposed improvements and any substantial changes in existing improvements:** The improvements within the Districts include: turf, ground cover, shrubs, trees, drainage systems, irrigation systems, hardscape, and associated appurtenances within the public parcels, easements and right-of-ways. The Engineer's Reports describes all of the improvements and any substantial changes in existing improvements.

Section 3 That the "Engineer's Reports" as presented, consists of the following:

- a) A Description of Improvements.
- b) The Annual Budget (Costs and Expenses of Services, Operations and Maintenance).
- c) The Method of Apportionment.

Section 4 The "Engineer's Reports" as presented is hereby approved on a preliminary basis, and ordered to be filed in the Office of the City Clerk as a permanent record and to remain open for public inspection.

Section 5 That the City Clerk shall certify to the passage and adoption of this Resolution and the minutes of this meeting shall so reflect the presentation of the Report.

Section 6 **Intention:** The City Council hereby declares its intention to seek the annual levy and collection of assessments within the Districts pursuant to the Act, over and including the land within each District boundary, and to levy and collect assessments on all such land to pay the annual costs and expenses of the improvements and services described in Section 4 of this Resolution, for Fiscal Year 2007/2008.

Section 7 **District Boundaries:** The boundaries of the Districts will not change, as described in the Engineer's Reports and are consistent with the boundaries established and described in the original formation documents on file with the City Clerk, and incorporated herein by reference. The Districts are within the boundaries of the City of Vallejo, within the County of Solano, State of California and include the territory referred to as Carriage Oaks; Garthe Ranch; Glen Cove 3; Hunter Ranch 3; Marine World/Fairgrounds; Marinview; Sandpiper Point; South Vallejo Business Park; Town Country 2-5 and Northeast Quadrant including Zone A.

Section 8 **Proposed Assessment Amounts:** For Fiscal Year 2007/2008, except for the Northeast Quadrant LMD, represent no change from the assessments applied in Fiscal Year 2006/2007. The annual assessment for the Northeast Quadrant includes an inflation adjustment and the proposed assessment has been increased by the allowable amount. All proposed assessments are within the limits approved by the property owners. As such, the proposed assessment does not constitute an increase, and does not require property

owner approval for an increase in accordance with the requirements of the California Constitution, Articles XIII C and XIII D.

Section 9 **Public Hearing:** The City Council hereby declares its intention to conduct a Public Hearing concerning the levy of assessments for the Districts in accordance with *Chapter 3, Section 22626* of the Act.

Section 10 **Notice:** The City shall give notice of the time and place of the Public Hearing to all property owners within the Districts by causing the publishing of this Resolution once in a newspaper of general circulation not less than ten (10) days before the date of the public hearing, and by posting a copy of this resolution on the official bulletin board customarily used by the City Council for the posting of notices.

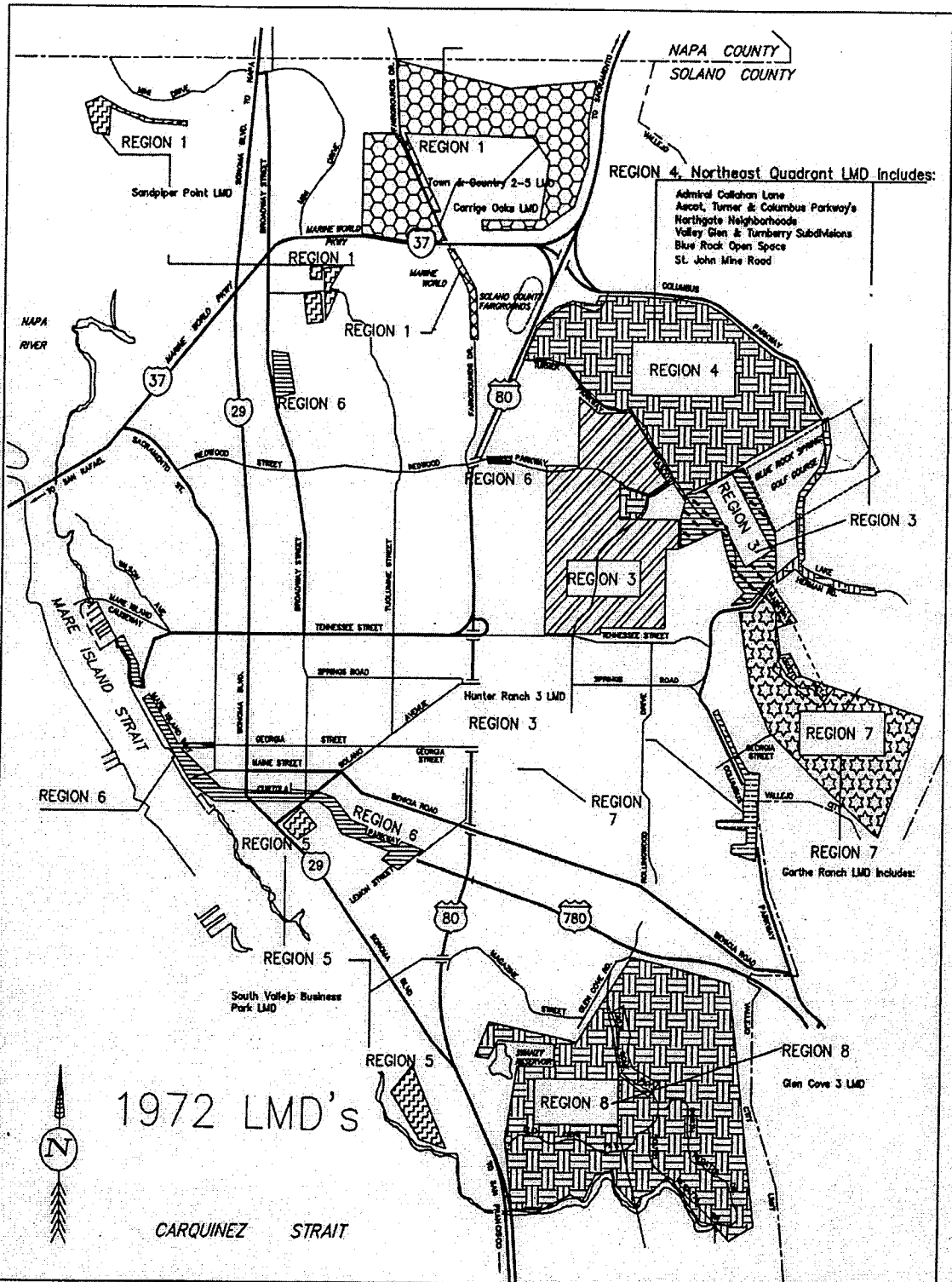
Section 11 **Notice of Public Hearing:** Notice is hereby given that a Public Hearing on these matters will be held by the City Council on **Tuesday, June 12, 2007 at 7:00 P.M.**, or as soon thereafter as feasible in the City Council Chambers, located at 555 Santa Clara Street, Vallejo, California.

Section 12 **Direction to City Clerk:** The City Clerk is hereby authorized and directed to give notice of such hearing.

Section 13 **Exemption from CEQA:** The City Council finds that the levy and collection of these assessments is exempt from the California Environmental Quality Act under section 15273 of Title 14 of the California Code of Regulations as they will be used for operation and maintenance and will not fund capital projects for the expansion of any of the Districts.

MAY 22, 2007

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1972 LMD's

CITY OF VALLEJO

DEPARTMENT OF PUBLIC WORKS
LANDSCAPE DIVISION

DWG. No. <u>Regions</u>	SHEET <u>1</u> OF <u>1</u>
DRAWN BY <u>SSG</u>	FILE NO. <u>REGION</u>
DATE <u>Rev.9/22/04</u>	REF. _____
CHECKED <u>SSG</u>	SCALE <u>NONE</u>

DISTRICT KEY MAP by REGION
LANDSCAPE CONTRACTORS AREAS

PREPARED BY: LANDSCAPE MAINTENANCE MANAGER DATE _____



CONSENT D

Agenda Item No.

COUNCIL COMMUNICATION

Date: May 22, 2007

TO: Honorable Mayor and Members of the City Council

FROM: Gary Leach, Public Works Director *[Signature]*

SUBJECT: APPROVAL OF A RESOLUTION ACCEPTING FROM ANTHONY MINTON RICHARDS AN ADDITIONAL RIGHT-OF-WAY, A PUBLIC UTILITY EASEMENT AND A BUS SHELTER EASEMENT ACROSS FROM CERTAIN PROPERTY LOCATED ON BROADWAY STREET BETWEEN SALA AND GARIBALDI STREETS

BACKGROUND

On April 3, 2007 the Planning Division conditionally approved Tentative Parcel Map#07-0001 to subdivide one parcel into three parcels.

The project consists of the subdivision of a 50,946 square-foot parcel into three new parcels to facilitate the sale of a portion of the existing parcel. Parcel One located on the corner of Broadway and Garibaldi Drive would be approximately 35,505 square feet in area. Parcel Two would front El Campo Court and would have 5,294 square feet in area. Parcel Three is located on the corner of Broadway and Sala Street and consists of 10,147 square feet in area. There is a single family home on the proposed Parcel Three, but the other two proposed parcels are currently vacant. A project for fourteen live/work townhouse-style units on the proposed Parcel One was approved on February 13, 2006.

Fiscal Impact

Parcel Map review fees in the amount of \$1,421.23 has been paid for review of the Parcel Map.

RECOMMENDATION

Staff recommends adoption of a Resolution accepting from Anthony Minton Richards, an additional Right-of-Way, a Public Utility Easement and a Bus Shelter Easement across certain property located on Broadway Street between Sala and Garibaldi.

ENVIRONMENTAL REVIEW

Right-of-Way acceptance is considered a "ministerial" project, which is described as a governmental decision involving little or no personal judgment by the public official as to



the wisdom or manner of carrying out the project." Ministerial projects are exempt from the requirements of California Environmental Quality Act (CEQA) - Public Resources Code Sections 21000 et seq.

DOCUMENTS AVAILABLE FOR REVIEW

- a. A resolution accepting additional Right of Way, Public Utility Easement and Bus Shelter Easement from from Anthony Minton Richards.
- b. A site location map

CONTACT PERSONS

Gary A. Leach, Public Works Director
(707) 648-4316
gleach@ci.vallejo.ca.us

David A. Kleinschmdit, City Engineer
(707) 648-4301
david@ci.vallejo.ca.us

MAY 22, 2007

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RESOLUTION NO. 07 - N.C.

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

WHEREAS, the Planning Division approved Tentative Parcel Map #07-0001 , on April 3, 2007, allowing for the subdivision of a 50,946 square foot parcel into three separate parcels; and

WHEREAS, Anthony Minton Richards has submitted to the City of Vallejo, the Parcel Map with offers of dedication.

NOW, THEREFORE, BE IT RESOLVED that the City of Vallejo hereby accepts additional Right-of-Way, Public Utility Easement and Bus Shelter Easement across certain land from Anthony Minton Richards, as shown on the proposed parcel map entitled, "Parcel Map of The Lands of Anthony Minton Richards". Said land described in the Document Recorded as Instrument No. 2005-37113, City of Vallejo, Solano County, California.

BE IT FURTHER RESOLVED that the City Clerk is directed to cause to be recorded said Parcel Map in the Office of the Solano County Recorder, the original Parcel Map as being attached hereto and made a part hereof.

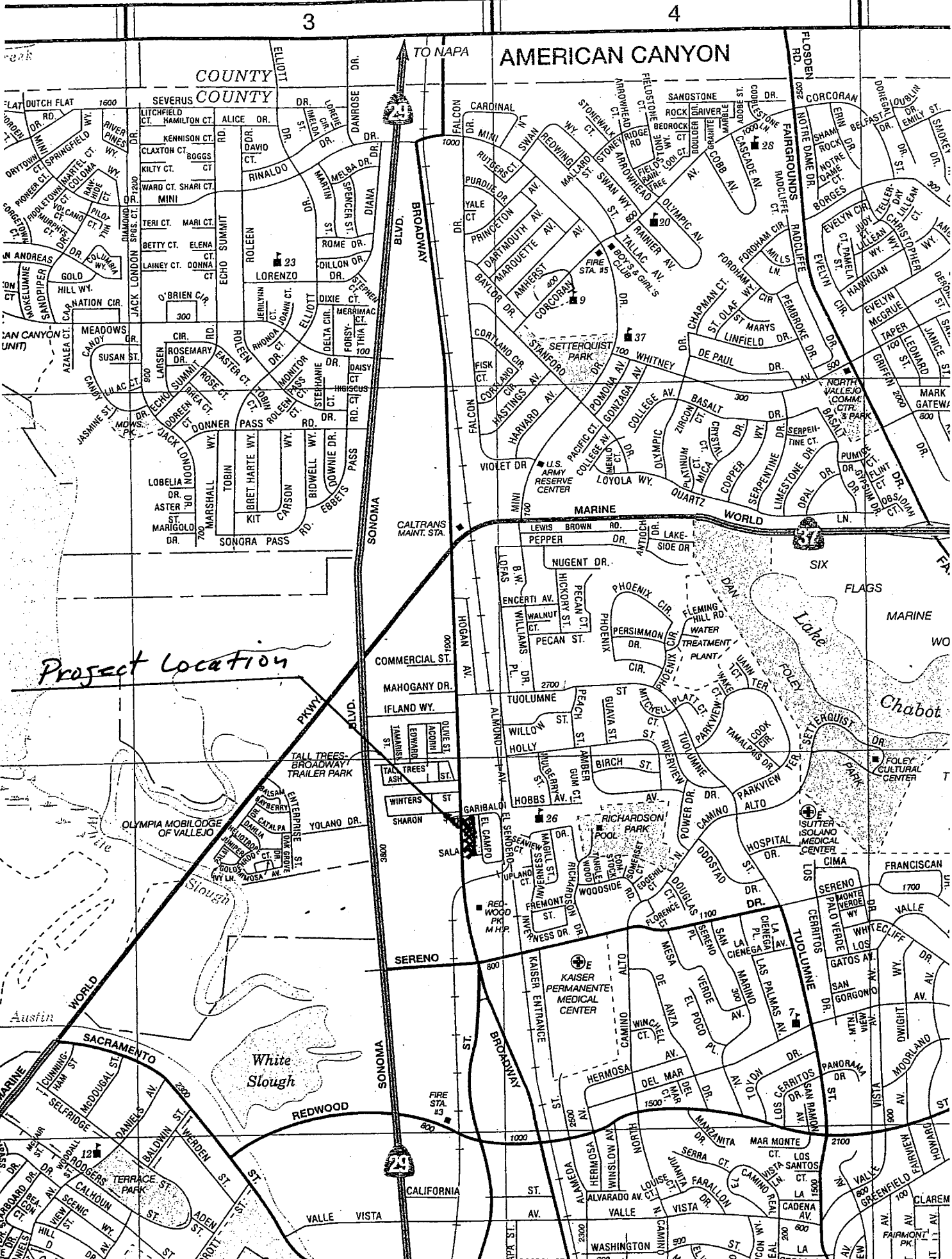
MAY 22, 2007

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FOR CONTINUATION OF STREETS SEE NAPA VALLEY COMMUNITIES MAP

3

4



Project Location




CONSENT E

COUNCIL COMMUNICATION

Agenda Item No.

Date: May 22, 2007

TO: Honorable Mayor and Members of the City Council

FROM: Gary A. Leach, Public Works Director 

SUBJECT: APPROVAL OF A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONSULTANT SERVICES AGREEMENT WITH BELLECI AND ASSOCIATES INC, FOR THE DOWNTOWN VALLEJO SQUARE SIDEWALK AND STREET IMPROVEMENT PROJECT

BACKGROUND

Staff has been working with the Redevelopment Agency and the developer (Triad) to bring forward a project to revitalize the downtown with transit oriented high density housing and commercial activities in a pedestrian oriented friendly environment. The project will involve multiple funding sources, one of which is the STIP Transportation Enhancement (TE) funding. This \$664,000 grant will be used for design of this project. Additional funding for the construction of this project will be coming from a Housing Incentive Program grant, a State Infrastructure Bank Loan and Redevelopment funds.

On December 17, 2003, the Metropolitan Transportation Commission (MTC) adopted a resolution adopting Policies and Procedures for project priorities for the State Transportation Improvement Program (STIP). The City responded to a Solano Transportation Authority (STA) call for projects for this TE funding and was found eligible. A resolution of local support was adopted on January 31, 2006 through a Resolution No. 06-30 N.C., to add the city's project specifically to the STIP to meet the grant application deadlines.

This TE grant will be used to design all of the Vallejo Square streets (bounded by Sonoma Boulevard, Virginia Street, Sacramento Street and York Street) with enhanced pedestrian orientated features and diagonal parking. Construction, however, will be implemented in phases, with the first Phase being the street improvements and pedestrian enhancements on Virginia Street between Sacramento and Sonoma, Sacramento and Marin streets between Virginia and Georgia Streets. The project will include diagonal parking, curb extensions, decorative paving, pedestrian lighting, street trees and street furniture.

The purpose of this design effort is to develop plans, specifications and cost estimates (PS&E) for the entire Vallejo Square Streets (bounded by Sonoma Boulevard, Virginia



Street, Sacramento Street and York Street) in phases. The City has received a detail scope of work from the selected consultant for the first phase 100% PS&E and up to 70% PS&E for the remaining street segments.

The scope of work includes the streetscape and landscape improvements within the project limits which will include landscaping, street furniture, signage, decorative paving, street lighting, street and pavement repairs prior to street overlay, street overlay, replacement curb, gutter and sidewalk, and surface storm drainage modifications within the public street rights-of-way. The improvements shall conform to the vision, goals, and requirements described in the Downtown Vallejo Design Guidelines, Downtown Vallejo Specific Plan, and the Downtown Specific Plan and Virginia Street Development EIR.

It is estimated that design process of the project will be completed within ten months (February 2008). Construction on Phase I is scheduled to commence in the second quarter of 2008.

On March 16, 2007, Request for Qualifications for Consultant Design Services for the Downtown Vallejo Square Sidewalk and Street Improvement Project were sent out to several firms. As a result of this solicitation four proposals were submitted, and staff selected the most qualified firm to design the project. The following four firms submitted proposals by the deadline of April 13, 2007.

Belleci & Associates Inc., Concord, CA
Winzler & Kelly Consulting Engineers, Oakland, CA
Freyer & Laureta, Inc., San Mateo, CA
The HLA Group, Inc., Sacramento, CA

After carefully reviewing the qualifications and proposals, City staff selected Belleci & Associates Inc., for Downtown Vallejo Square Sidewalk and Street Improvement Project as the best qualified firm to prepare the plans, specifications and cost estimate for the project. The City staff and consultant have negotiated a final scope of work and a cost not to exceed \$650,000. The remaining grant amount (\$14,000) will be used for miscellaneous expenses for the project.

Fiscal Impact

The total budget for design of all of the Vallejo Square streets (bounded by Sonoma Boulevard, Virginia Street, Sacramento Street and York Street) in phases as described above is \$664,000. This budget consists of the following sources:



• STIP – TE Grant Federal	\$587,839
• STIP - TE Grant State	<u>\$ 76,161</u>
Total Revenue	\$664,000

RECOMMENDATION

Staff recommends adoption of a resolution authorizing the City Manager to execute Consultant Services Agreement with Belleci and Associates Inc, for the design of Downtown Vallejo Square Sidewalk and Street Improvement Project.

ENVIRONMENTAL REVIEW

The Final EIR for the Downtown Specific Plan provides CEQA clearance for this project. Since federal grant funds are being utilized to partially fund this project NEPA clearance was provided by FHWA as part of the grant funds obligation.

PROPOSED ACTION

Approve the resolution authorizing the city manager to enter into a consultant services agreement with Belleci and Associates Inc, for the Downtown Vallejo Square Sidewalk and Street Improvement Project.

DOCUMENTS AVAILABLE FOR REVIEW

- a. A resolution authorizing execution of a Consultant Services Agreement with Belleci and Associates Inc., for the design of Downtown Vallejo Square Sidewalk and Street Improvement Project.
- b. A site location map.

CONTACT PERSONS

Gary A. Leach, Public Works Director
648-4315
gleach@ci.vallejo.ca.us

David Kleinschmidt, City Engineer
(707) 648-4301
david@ci.vallejo.ca.us

MAY 22, 2007

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RESOLUTION NO. 07-____ N.C.

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

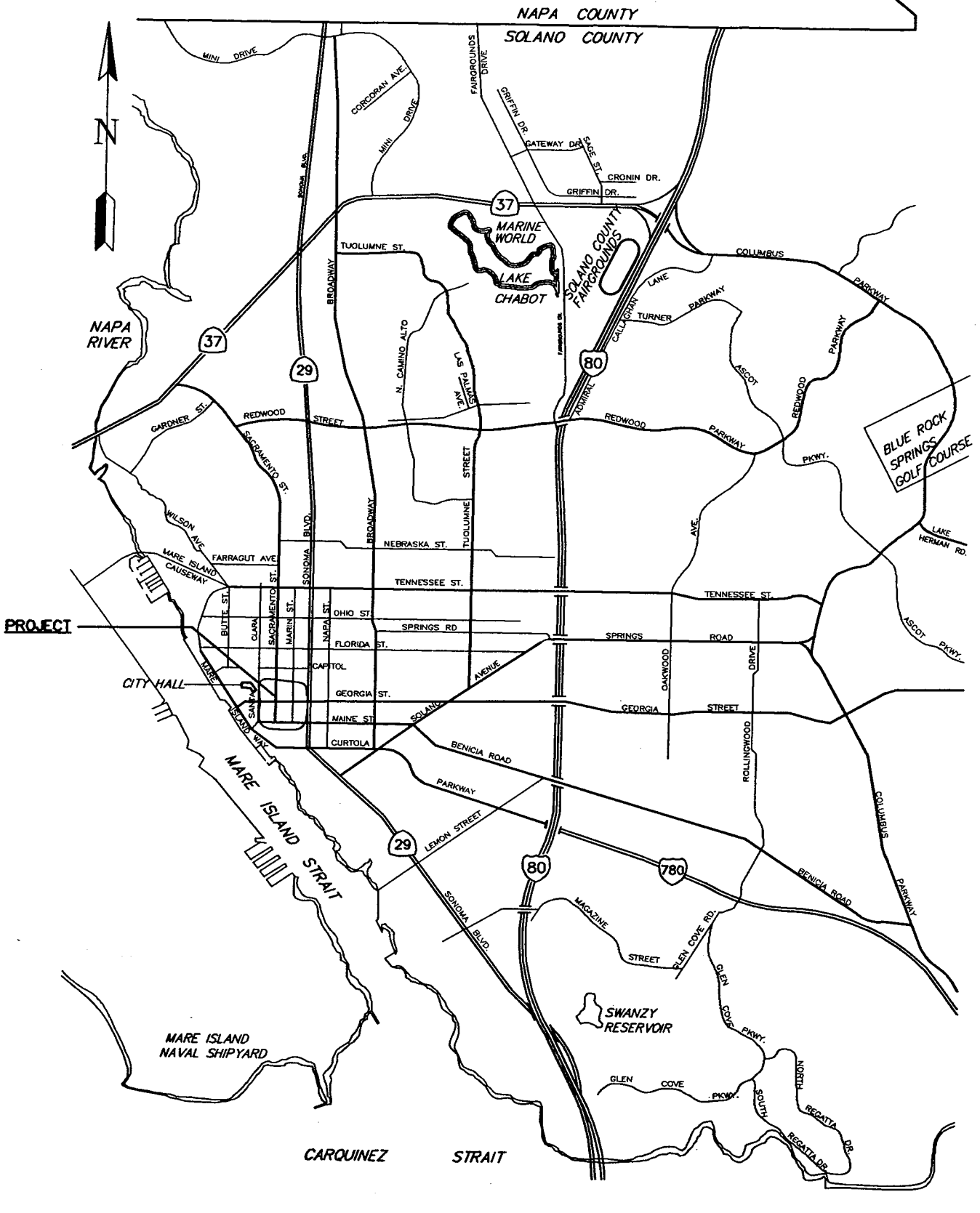
WHEREAS, the proposal of Belleci and Associates Inc., Concord, California for the design of Downtown Vallejo Square Sidewalk and Street Improvement project, at downtown, City of Vallejo, Solano County, California dated May 10, 2007, in the amount not to exceed \$650,000 is hereby accepted and a contract awarded to said consultants at the price proposed; and,

WHEREAS, the remaining grant amount (\$14,000) is budgeted and approved to be used for miscellaneous expenses for the project.

NOW, THEREFORE, BE IT RESOLVED that the City Manager is hereby authorized to sign and the City Clerk attest the signing of that certain Consultant Service Agreement by and between the City of Vallejo and Belleci and Associates Inc., for the above described work.

MAY 22, 2007

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CITY OF VALLEJO, CALIFORNIA

PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

DWG. NO. _____	SHEET <u>1</u> OF <u>1</u>
DRAWN BY <u>SK</u>	FILE NO. <u>9846</u>
DATE <u>05/14/07</u>	REF. _____
CHECKED <u>DAK</u>	SCALE <u>HORIZ: 1"=4000'</u>

VICINITY MAP

DOWNTOWN VALLEJO SQUARE PHASE 1
PEDESTRIAN ENHANCEMENT PROJECT



CONSENT F

Agenda Item No.

COUNCIL COMMUNICATION

Date: May 22, 2007

TO: Honorable Mayor and Members of the City Council

FROM: Gary A. Leach, Public Works Director

SUBJECT: APPROVAL OF A RESOLUTION AUTHORIZING CONTRACT CHANGE ORDER NO. 1 TO THE EXISTING AGREEMENT BETWEEN THE CITY OF VALLEJO AND VULCAN CONSTRUCTION AND MAINTENANCE INC. FOR THE FY 2006-2007 WATER METERS REPLACEMENT PROJECT.

BACKGROUND AND DISCUSSION

Incidental to the replacement of the old existing water meters, it was necessary to remove and reset about 600 existing meter boxes to gain access to the domestic side fittings and connections of the old meters. This extra work was not covered by the existing contract and the contractor has requested payment for this extra work. Water Engineering has negotiated with the contractor to perform the work for a fixed unit price of \$73.00. The total cost of this extra work is \$43,800.00.

Because of the reasonable unit costs in the current contract agreement with Vulcan Construction and Maintenance Inc., Water Engineering believes it is prudent to add an additional 350 meters to the existing quantities of meter replacements in the current contract to complete the replacement of all water meters that are 25 years or older. This action would increase the number of old meters replaced in this project to over 2,000 meters. The cost of this addition is \$19,950.00 or \$57.00 per meter.

Fiscal Impact

The aggregate cost of Contract Change Order No. 1 is not to exceed \$63,750.00 without prior written approval from the City. The new adjusted contract amount is \$166,596.00 including Contract Change Order No. 1. There are sufficient funds available in the FY 2006-2007 Water Meters Replacement Project (WT7014: 404-2715-431.43-04) to pay for Contract Change Order No.1.

RECOMMENDATION

Staff recommends authorization of Contract Change Order No. 1 to Vulcan Construction and Maintenance Inc. to undertake extra work.



ALTERNATIVES CONSIDERED

A separate bid process for this extra work was considered but was deemed impractical due to time constraints and the low contract price with Vulcan Construction and Maintenance Inc. The possibility of City Meter Shop crews performing the required work was likewise investigated and determined to be less cost effective because of limitations in available manpower and current workload of City personnel.

ENVIRONMENTAL REVIEW

A Notice of Categorical Exemption (Class 2 Replacement or Reconstruction) has been filed for this project.

PROPOSED ACTION

Adopt the resolution authorizing Contract Change Order No. 1 to the existing agreement with Vulcan Construction and Maintenance Inc. for the FY 2006-2007 Water Meters Replacement Project.

DOCUMENTS AVAILABLE FOR REVIEW

- a. A resolution authorizing Contract Change Order No. 1
- b. A copy of Contract Change Order No. 1

CONTACT PERSON:

Gary A. Leach, Public Works Director
648-4315
gary@ci.vallejo.ca.us

Erik Nugteren, Water Superintendent
648-4482
erik@ci.vallejo.ca.us

May 22, 2007

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RESOLUTION NO. 07- N.C.

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

WHEREAS, incidental to the replacement of water meters was the need to temporarily remove and then reset some 600 meter boxes to gain access to the domestic side fittings that were inaccessible under the meter boxes; and

WHEREAS, this work was not covered by the current contract with Vulcan Construction and Maintenance Inc; and

WHEREAS, Water Engineering negotiated a fixed unit price of \$73.00 for this extra work; and

WHEREAS, the existing prices in the existing contract with Vulcan Construction and Maintenance Inc. are deemed acceptable, and

WHEREAS, Water Engineering believes it is to the City's advantage to add more meters in the schedule of meters for replacement in this project; and

WHEREAS, Water Engineering recommends the addition of 350 meters to the schedule of meter replacements at a cost of \$57.00 per meter; and

WHEREAS, the aggregate cost of all of the above described additional work is \$63,750.00.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Vallejo that the Council authorizes the Water Superintendent to execute Contract Change Order No. 1, to the existing agreement between the City of Vallejo and Vulcan Construction and Maintenance Inc. of Fresno, California, in the amount of Sixty Three Thousand Seven Hundred Fifty Dollars and No Cents (\$63,750.00) for the FY 2006-2007 Water Meters Replacement Project.

May 22, 2007

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CITY OF VALLEJO

PUBLIC WORKS DEPARTMENT
WATER DIVISION

CONTRACT CHANGE ORDER NO. 1

DATE: May 3, 2007

TO: Vulcan Construction & Maint. Inc.

PROJECT: FY2006/2007 WATER
METERS REPLACEMENT PROJECT
WT7014

FROM: CITY OF VALLEJO

REFERENCE: Contract Plans, Sheet No. _____ or other Plans attached

IT IS REQUESTED THAT YOU

1. Perform removal and reinstallation of up to 600 existing meter boxes at the agreed unit cost of \$73.00 for a total additional cost of \$43,800.00

2. Perform an additional 350 removal and replacement of existing 5/8", 3/4", and 1" meters with new meters and lids per Method 2 of the existing Contract \$19,950.00

ADJUSTMENT OF CONTRACT TIME OF COMPLETION: 30 Calendar Days

ADDITION IN CONTRACT PRICE: \$63,750.00
FORCE ACCOUNT

NEW ADJUSTED CONTRACT PRICE: \$166,596.00

RECOMMENDED: 
PROJECT ENGINEER

5/3/2007
DATE

ACCEPTED BY:  BRUNO DIEHL
VULCAN CONSTRUCTION & MAINT. INC.

MAY 7, 2007
DATE

APPROVED BY: _____
WATER SUPERINTENDENT

DATE



CONSENT G

Agenda No.

COUNCIL COMMUNICATION

Date: May 22, 2007

TO: Honorable Mayor and Members of the City Council

FROM: Robert W. Nichelini, Chief of Police ~~2154~~

SUBJECT: Resolution of Intention to Adopt an Ordinance Regulating Camping in City of Vallejo Parks

BACKGROUND AND DISCUSSION

In recent years, Vallejo has seen a growing problem with unauthorized camping on public and private property throughout the City. Of particular concern is the potential danger to public health and safety resulting from a complete lack of sanitary facilities and the accumulation of trash and debris. Much of this activity is occurring in the environmentally sensitive marsh areas and open space along Wilson Avenue and Highways 37 and 29.

Additionally, the unauthorized or inappropriate use of outdoor cooking equipment, open flames, fires or stoves of any sort typically associated with camping creates a major fire threat to life, safety and property, including public and private property, open lands, and hillsides. Illegal campsites are typically located in areas with high levels of combustible vegetation or near foot paths that are used by the public, often resulting in increased criminal activity.

The proposed camping ordinance would prohibit overnight camping on most City property. Staff has been looking at the City of Vacaville's camping ordinance for direction, and it is proposed that City staff take Vacaville's ordinance as a template and work with GVRD to come up with a reasonable regulatory framework.

RECOMMENDATION

Adopt the Resolution of Intention to adopt a camping ordinance regulating camping in City parks. Staff would then draft an ordinance regulating camping as described above, and bring back the proposed ordinance in June, 2007 for

consideration and possible adoption.

ENVIRONMENTAL REVIEW

This resolution of intention is an action exempt from CEQA pursuant to Cal. Gov. Code §65584.

PROPOSED ACTION

Approve the Resolution of Intention to adopt a camping ordinance regulating camping in City parks and directing staff to prepare such ordinance for review and possible adoption.

DOCUMENTS AVAILABLE FOR REVIEW

- a. Resolution of Intention to adopt ordinance regulating camping in City of Vallejo Parks.
- b. City of Vacaville Camping Ordinance.

CONTACT PERSON

PREPARED BY: Lieutenant Reggie Garcia, Vallejo Police Department
(707) 648-5297 e-mail: 337@ci.vallejo.ca.us

**A RESOLUTION OF THE CITY COUNCIL EXPRESSING INTENT TO
INITIATE AN AMENDMENT TO TITLE 7 OF THE VALLEJO MUNICIPAL
CODE TO ADD CHAPTER 7.59 ENTITLED "CAMPING"**

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

WHEREAS, unregulated camping at City Parks results in an unhealthy and unsafe environment to the public in that there are no sanitary facilities available to persons who camp overnight, and trash and debris accumulate in unregulated areas; and

WHEREAS; the accumulation of human waste, garbage, and detritus in City of Vallejo parks fosters an environment which is unhealthy and unsafe for persons visiting the parks; and

WHEREAS; it is desirable to impose generally applicable ordinance to regulate camping of persons desiring to use to parks for recreational purposes so that all persons may enjoy the parks without being subjected to unhealthy and unsafe conditions; and

WHEREAS, staff intends to return with a draft ordinance regulating camping in City of Vallejo parks.

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby declares its intention to initiate an amendment to Title 7 of the City of Vallejo Municipal Code to add Chapter 7.59 entitled "Camping".

MAY 22, 2007

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ORDINANCE NO. 1741**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF VACAVILLE ADDING CHAPTER 12.32 TO THE VACAVILLE MUNICIPAL CODE RELATING TO CAMPING ON PUBLIC AND PRIVATE PROPERTY**

WHEREAS, Article XI, Section 7 of the California Constitution provides that a city or county may make and enforce within its limits all local, police, sanitary, and other ordinances and regulations not in conflict with general laws; and

WHEREAS, the constitutional police power is as broad as the police power exercisable by the State Legislature [Birkenfeld v. City of Berkeley (1976) 17 Cal.3d 129, 140]; and

WHEREAS, the police power gives cities and counties the right to adopt regulations designed to promote the public health and safety [Chicago B. & O Railway Company v. Illinois (1906) 200 U.S. 561, 592]; and

WHEREAS, the California Legislature has expressly recognized the power of a city "to regulate conduct upon a street, sidewalk, or other public place or on or in a place open to the public" [Pen. Code, Section 647c] and has specifically authorized local ordinances governing the use of municipal parks [Pub. Resources Code, Section 5193]; and

WHEREAS, Chapter 8.10 of the Vacaville Municipal Code allows for the abatement of public nuisance within the City of Vacaville; and

WHEREAS, the City Council of the City of Vacaville has determined that unregulated camping on public and private lands within the City limits constitutes a public nuisance due to the threat it creates or poses for the public health, fire safety, and welfare, including, but not limited to, the generation and accumulation of untreated sewage, garbage, and litter; and

WHEREAS, in regulating camping within the City limits it is the City's goal to implement a multi-faceted, compassionate approach to assist people in need; and

WHEREAS, in order to mitigate such threats to the public health, safety, and welfare, the City Council deems it necessary to regulate camping within the City limits on both public and private lands.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF VACAVILLE DOES ORDAIN AS FOLLOWS:

Section 1. Addition of Chapter 12.32 to the Vacaville Municipal Code. Chapter 12.32 is added to the Vacaville Municipal Code to read in full as follows:

Chapter 12.32 CAMPING**12.32.010 Purpose.**

The streets and public areas within the City of Vacaville need to be readily accessible and available to residents and the public at large. The use of these areas for camping purposes or storage of personal property interferes with the rights of others to use these areas for which they were intended. Such activity can also constitute a public health and safety hazard, which adversely impacts other members of the public, neighborhoods and commercial areas. The purpose of this chapter is to maintain public and private lands, streets, sidewalks, alleys, ways, creeks, waterways, parks, playgrounds, recreation areas, plazas, open spaces, lots, parcels and other public and private areas within the city in a clean, sanitary and accessible condition and to protect the health, safety and

welfare of the community, while recognizing that, subject to reasonable conditions, camping and camping facilities associated with special events can be beneficial to the cultural and educational well-being of city residents. Nothing in this chapter is intended to interfere with otherwise lawful and ordinary uses of public or private property.

The unauthorized or inappropriate use of outdoor cooking equipment, open flame, fires or stoves of any sort typically associated with camping creates a major fire threat to life, safety and property, including public and private property, open lands, and hillsides. Illegal campsites are typically located in areas where high levels of combustible vegetation are located (e.g. wooded areas), which creates an even higher level of a fire threat.

Camping adjacent to, within, or below the top of banks of creeks or streams poses a health and safety risk from potential flooding, proximity to unstable banks with slippage potential, health risks from human waste entering into creeks, streams, or other waterways and the risk of damage to environmentally sensitive habitat and species known to exist in some portions of the city, such as creeks, streams, waterways, and wetlands;

Unauthorized camping near bicycle paths within the city also increases the potential for crimes against persons using the bicycle paths.

It is not the intent or purpose of this chapter to prohibit overnight camping on private residentially zoned property when located on the same lot as an existing single family residence as permitted under section 14.09.074.100 of this code.

12.32.020 Definitions.

Unless the particular provisions or the context otherwise requires, the definitions contained in this section shall govern the construction, meaning, and application of words and phrases used in this chapter.

A. "Camp" or "camping" means to do any of the following:

1. To sleep at any time between the hours of 11:00 p.m. and 8:30 a.m. in any of the following places:
 - a. Outdoors, with or without bedding, sleeping bag, blanket, mattress, tent, hammock, or other similar protection, equipment or device;
 - b. In, on, or under any structure or thing not intended for human occupancy, whether with or without bedding, sleeping bag, blanket, mattress, tent, hammock, or other similar protection, equipment or device.
2. To establish or maintain, outdoors or in, on, or under any structure, object or thing not intended for human occupancy, at any time between the hours of 11:00 p.m. and 8:30 a.m., a temporary or permanent place for sleeping by setting up any bedding, sleeping bag, blanket, mattress, tent, hammock, or other sleeping equipment or device in such a manner as to be usable for sleeping purposes.
3. To establish or maintain, outdoors or in, on, or under any structure or thing not intended for human occupancy, at any time during the day or night, a temporary or permanent place for cooking or sleeping by setting up any bedding, sleeping bag, blanket, mattress, tent, hammock, or other sleeping equipment or device or by setting up any cooking equipment, with the intent to remain in that location overnight.

- B. "Camping facilities" or "camping facility" include, but are not limited to, tents, huts, lean-to's, tarps, trailers, vehicles, vehicle camping outfits or other forms of temporary shelter.
- C. "Camping paraphernalia" includes, but is not limited to, bedrolls, blankets, tarpaulins, cots, beds, mattresses, pads, sleeping bags, hammocks, lanterns, stoves or non-city designated cooking facilities and similar equipment.
- D. "City manager" means the city manager or his/her designee.
- E. "Establish" means setting up or moving equipment, supplies or materials onto public or private property for the purpose of camping or operating or using camping facilities.
- F. "Maintain" means keeping or permitting equipment, supplies or materials to remain on public or private property in order to camp or operate or use camping facilities.
- G. "Operate" or "operating" means participating or assisting in establishing or maintaining a camp or camping facility.
- H. "Parks" means public and private parks.
- I. "Playgrounds" means play lots, playgrounds, and play fields for local youth and adult recreation programs, excluding professional or semi-professional athletic fields or other outdoor commercial recreation as defined in division 14.02 of this code.
- J. "Private property" means all privately-owned real property including, but not limited to, privately-owned streets, sidewalks, alleys, ways, creeks, waterways, lots, parcels and other forms of improved or unimproved land or real property.
- K. "Public property" means all publicly-owned property including, but not limited to, public streets, sidewalks, alleys, ways, creeks, waterways, parks, playgrounds, recreation areas, plazas, open spaces, lots, parcels and other forms of improved or unimproved land or real property.
- L. "Sidewalks" are the areas along the frontage of private or public property between the street pavement line and the adjacent property line designated or designed for pedestrian use, including driveways and landscape medians.
- M. "Special event" means the meaning set forth in section 12.32.050 of this code.
- N. "Store" means to set aside or accumulate for use when needed, to put for safekeeping, or to place or leave in a location.
- O. "Streets" or "public streets" includes avenues, highways, lanes, alleys, ways, crossings or intersections, courts and cul-de-sacs that have been dedicated and accepted according to law, or which have been in common and undisputed use by the public for a period of not less than five years from the effective date of the ordinance enacting this chapter. "Streets" and "public streets" do not include privately-owned streets unless the context clearly provides otherwise.

12.32.030 Unlawful camping.

It is unlawful and a public nuisance for any person or group of persons to camp, occupy camping facilities, or use camping paraphernalia in the following areas:

- A. Any public property, improved or unimproved, including, but not limited to, public streets and sidewalks, parks, open space, and other property; or

B. Except as otherwise permitted under Title 14 of this code, including section 14.09.074.100 of this code, any private property

12.32.040 Storage of personal property on public and private property.

It is unlawful and a public nuisance for any person to store personal property, including but not limited to camping facilities and camping paraphernalia, in the following areas, except as otherwise specifically permitted in writing by the city manager upon a finding by the city manager that, under the circumstances, such storage shall not constitute a public nuisance nor be a threat to the public health, safety or welfare:

A. Any public property, improved or unimproved including, but not limited to, public streets and sidewalks; or

B. Any private property without the consent of the owner or other lawful user of such property.

12.32.050 Permit for special events required.

The city manager may, in his or her discretion, issue a temporary permit to permit camping in connection with a special event. A "special event" is intended to include, but not be limited to, programs operated by the departments of the city, youth or school events, marathons or other sporting events and scouting activities that the city manager deems to be in the public interest and shall not constitute a public nuisance nor be a threat to the public health, safety or welfare. In rendering this determination, the city manager may consult with various city departments, the health officer, or members of the public prior to issuing any temporary permit. Each department or person consulted may provide comments to the city manager regarding any health, safety or public welfare concerns and provide recommendations to the city manager pertaining to the issuance, denial or conditioning of the permit. A reasonable fee, to be set by the city council, shall be paid, in advance, by the applicant. The fee shall be returned if the application is denied. In exercising his or her discretion to issue a temporary permit, the city manager may consider any facts or evidence bearing on the sanitary, health, safety and welfare conditions on or surrounding the area or tract of land upon which the proposed temporary camp or camping facility is to be located.

12.32.060 Posting copy of permit.

The permit obtained from the city manager in accordance with section 12.52.050 of this code shall be at all times posted in a conspicuous place upon the area or tract of land upon which the camp or camping facility is located.

12.32.070 Power of the city manager to make rules and regulations.

The city manager is further empowered to ascertain that the operation or maintenance of any camp or camping facility to which a temporary permit has been issued pursuant to section 12.32.050 of this code will not jeopardize the public health, safety or welfare and, for this purpose, may make additional rules and regulations pertaining to their establishment, maintenance or operation. The city manager may also impose conditions on the establishment, maintenance or operation of the camp or camping facility, including, but not limited to security, sanitation facilities, the number of occupants, posting of bonds or deposits, insurance, quiet hours, duration of the permit, and permitted activities on the premises. When the city manager issues any permit pursuant to section 12.32.050 of this code, such permit may be revoked at any time thereafter by the city manager if the city manager reasonably determines that the maintenance or continuing operation of the camp or camping facility is a public nuisance or poses a threat to or is adverse to the public health, safety or welfare.

12.32.080 Current ordinance provisions.

Neither the adoption of this chapter nor its repeal or amendment shall in any manner affect the prosecution for violation of this code or other ordinances, which violations were committed prior to the effective date of such adoption, repeal or amendment, nor be construed as affecting any of the provisions of this code or other city ordinance, regulation or rule relating to the collection of any license, fee or penal sum applicable to any violation thereof, nor affect the validity of any bond or cash deposit in lieu thereof, required to be posted, filed or deposited pursuant to this code or other city ordinance, regulation or rule and all rights and obligations thereunder appertaining shall continue in full force and effect.

12.32.090 Violations.

A violation of this chapter is a misdemeanor and is subject to fine and/or imprisonment. In addition to the remedies set forth in Penal Code Section 370, the city attorney may, at the city council's direction, institute civil actions to abate a public nuisance under this chapter.

Section 2. Severability.

If any section, subsection, phrase or clause of this ordinance is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance.

The City Council hereby declares that it would have passed this ordinance and each section, subsection, phrase, or clause thereof irrespective of the fact that any one or more sections, subsections, phrases, or clauses be declared unconstitutional.

Section 3. Effective Date.

This ordinance shall take effect thirty (30) days after passage thereof.

Section 4. Publication.

This ordinance shall be published in accordance with the provisions of Government Code Section 36933.

I HEREBY CERTIFY that this ordinance was introduced at a regular meeting of the City Council of the City of Vacaville, held on the 12th day of April, 2005, and **ADOPTED AND PASSED** at a regular meeting of the City Council of the City of Vacaville held on the 26th day of April, 2005, by the following vote:


AYES: Council members Dimmick, Hardy, Wilkins, Vice-Mayor Clancy and Mayor Augustine

NOES: None

ABSENT: None

ATTEST:

APPROVED:


Michelle A. Thornbrugh, City Clerk


Leonard J. Augustine, Mayor



COUNCIL COMMUNICATION

Date: May 22, 2007

TO: 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: Appeal of Planning Commission approval of a Unit Plan application for an 11,754 square foot custom single family home located at 1757 Durrow Court in Hiddenbrooke

BACKGROUND & DISCUSSION

Planning Commission Action

On March 19, 2007, the Planning Commission considered a Planned Development (Unit Plan) application (#06-0018) for a custom single family home located at 1757 Durrow Court. The Planning Division staff had recommended that the proposed project be approved provided the size of the home was reduced. The staff report to the Planning Commission included comparable home sizes and lot coverages in the surrounding neighborhood and recommended that the proposed home be reduced in size to not exceed 8% lot coverage and 6,400 square feet in order to be compatible with the existing custom homes on Durrow Court (see Table 1).

The Planning Commission unanimously approved the proposal as submitted after viewing a full scale model of the proposed home, hearing presentations from staff and neighbors opposed to the project, the applicant's lawyer and designer and a Hiddenbrooke Architectural Review Committee (HARC) representative. The required findings for Unit Plan approval (Section 16.116.100 V.M.C.) made by the Commission were as follows:

1. The Unit Plan, as conditioned, is consistent with the intent and purpose of the Hiddenbrooke Specific Plan, as per Sections 3 and 4 of this staff report.
2. The Unit Plan as conditioned is consistent with the goals and policies of the Vallejo General Plan, as discussed in Section 6 of this staff report.
3. The Unit Plan as conditioned, 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 the 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 as per Sections 8 and 9.
4. 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.

Table 1. **Comparable Lot Coverages**

Address	Total Building Square Ftg.	1st floor Square Ftg.	Lot Square Ftg.	Lot Coverage (inc. garage)
1765 Durrow Ct.	vacant	vacant	44,866	N/A
1773 Durrow Ct.	vacant	vacant	43,560	N/A
1781 Durrow Ct.	vacant	vacant	43,560	N/A
1789 Durrow Ct.	4,012	4,012	43,995	9.1%
1797 Durrow Ct.	vacant	vacant	45,738	N/A
1740 Durrow Ct.	5,632	2,072	58,806	3.5%
1749 Durrow Ct.	7,035	3,661	38,265	9.6%
1749b Durrow Ct.	vacant	vacant	30,997	N/A
Averages	5,559	3,248	43,723	7.4%
Applicant Site	11,754	7,558	43,995	17.2%

Source: Real Estate Solutions, Planning Division records

Appellant Statement. As noted in the appellant's statement (see Exhibit 3), neighbors in opposition to the proposed project believe the Commission's approval should be reversed based on the fact that:

- The Commission failed to take into account the Planning Division's recommendation for a decrease (not outright denial) of the size of the home.
- The Commission failed to abide by Hiddenbrooke Specific Plan policies, in particular, that "residential units shall be compatible with neighboring units in term of architectural design and scale (p. 27)."
- The proposed home would dominate neighbors' views from Landmark Drive.
- Commissioners expressed comments stating that the proposed home was out of scale and character to the rest of the neighborhood, with one Commissioner stating that he did not agree with HARC's finding that the home was "correctly sized and not out of scale," yet the Commissioner voted for approval.
- The Commissioners showed a disregard for the objections of 60% of neighboring homeowners by not acknowledging or addressing a single issue raised at the hearing.

Applicant Appeal Response. In response to the appeal, the applicant's attorney has submitted a memorandum, along with attachments which were originally prepared and distributed to the Planning Commission on March 19, 2007 (see Exhibit 4). The attorney's memorandum in support of the proposed custom home had the following eight points:

1. The proposed design, contrary to staff opinion, does meet several Hiddenbrooke Specific Plan policies and Design Guideline goals.
2. The proposed design, contrary to staff opinion, does meet Vallejo Municipal Code Sections 16.116.100(C)(D).
3. Planning staff has mischaracterized calculations of "living space and "lot coverage."

4. The proper neighborhood comparison basis should include not only Durrow Court custom homes, but other custom homes within Hiddenbrooke and within East Vallejo as a whole.
5. The City should account for the unique site characteristics.
6. The proposed design was approved by the Hiddenbrooke Architectural Review Committee.
7. The proposed home would not be an “eyesore” for the Landmark Drive neighbors.
8. The true meaning of the “custom home” designation should allow for the proposed project.

Fiscal Impact

The proposed construction associated with Unit Plan #06-0018 will facilitate development of a currently vacant parcel resulting in increased property taxes. All required impact fees would be paid upon issuance of a building permit.

RECOMMENDATION

Staff bases our recommendation that the proposed home square footage and lot coverage be reduced primarily on the issue of compatibility and harmony with the immediate surrounding neighborhood. In order to approve the project, the Council must determine that the Unit Plan findings, including Hiddenbrooke Specific Plan consistency, made by the Planning Commission (see page 1 of this report) have been met. It is staff's belief that the following required finding, goal and standard, specific to the Commission's findings, cannot be made without modifications to the proposed custom home:

- The proposed home would present a “well composed urban design to other structures in the immediate area.” (Section 16.116.100(C) VMC)
- The “home enhances and complements the overall community identity.” (Hiddenbrooke Design Guidelines, Goal #1)
- The “residential unit is compatible with neighboring units in term of architectural design and scale.” (Hiddenbrooke Specific Plan (p. 27))

Contrary to the applicant's definition of “the proper neighborhood comparison basis” (see point 4 above), Staff believes that the most appropriate way to define such terms as “neighboring units”, “community identity” and “immediate area” as cited in the above municipal code section and Hiddenbrooke goal and standard, is to base “neighborhood compatibility” on a comparison of the proposed custom home to the existing custom homes on Durrow Court.

Staff acknowledges the applicant's point that the amount of existing custom homes in the immediate neighborhood represents a small sample size, but staff believes that the development “pattern” that has been established by the existing custom homes on Durrow Court is the measurement tool that should be used for compatibility purposes. Development patterns from another Hiddenbrooke neighborhood or individual custom lots in other parts of the City are not relevant. Staff also believes that the immediate neighbors of the site have based their opinions, whether in favor or opposed, on the existing development pattern.

Based on these factors, staff’s original position that the proposed home, which is more than double the total square footage and lot coverage of existing custom homes on Durrow Court, is not compatible with neighboring units, does not present a well composed urban design with other structures in the immediate area, and would not enhance and complement the overall community identity, remains unchanged.

ALTERNATIVES CONSIDERED

1. The City Council could deny the appeal and uphold the decision of the Planning Commission.

If the Council chose this alternative, they would be approving the custom home as originally presented to Planning staff, without the changes recommended by the Planning Division. The justification for this position could be that the compatibility standards do not apply to areas zoned Planned Development and that if very large homes are to be built in Vallejo, the area designated for “custom homes” in Hiddenbrooke is the appropriate location.

2. The City Council could grant the appeal and determine an alternative appropriate building size and lot coverage reduction in order to make the findings necessary for approval.

Alternative three would give the Council the flexibility to craft a compromise for total building square footage and/or lot coverage, between the Planning Division’s recommendation and the applicant’s proposal. Table 2 below presents a range of alternative first floor square footages and resultant lot coverage for the Council to consider. Staff believes that while all architectural design elements and style of the proposed home may not be able to be retained with a reduction to one of the three options presented in Table 2 (or other chosen by the Council), a unique custom home that would enhance the existing neighborhood could be achieved with this alternative and would be supported by staff.

Table 2.

Proposed/Optional 1st Floor Square Footage	Lot coverage
6,000	13.6%
4,060	9.2%
3,200	7.3%

ENVIRONMENTAL REVIEW

The project is exempt from the requirements per Class 32 “In Fill Development Projects,” Section 15332 of the California Environmental Quality Act.

PROPOSED ACTION

Staff recommends that the City Council grant the appeal of Planned Development (Unit Plan) #06-0018 and require the applicant to revise the plans as recommended in the Planning Division staff report to the Planning Commission (i.e., lot coverage not to exceed 8% and total home square footage not to exceed 6,400 square feet.).

DOCUMENTS ATTACHED

Exhibit 1: Resolution (appeal upheld)

Exhibit 2: Alternative Resolution (appeal denied)

Exhibit 3: Appellant's statement

Exhibit 4: Applicant's Planning Commission memo submittal

Exhibit 5: March 19th Planning Commission minutes

Exhibit 6: March 19th Planning Division memos and staff report to the Planning Commission

Exhibit 7: Rejection of appeal request from Law Office of Jason S. Buckingham

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RESOLUTION NO. _____ N.C.

A RESOLUTION GRANTING THE APPEAL OF PLANNED DEVELOPMENT PERMIT (Unit Plan) #06-0018

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

WHEREAS, on March 19, 2007, the Planning Commission held a public hearing to consider Planned Development permit #06-0018 to allow construction of a 11,754 square foot custom single family home at 1757 Durrow Court; and

WHEREAS, on March 19, 2007, on completion of the public hearing, the Planning Commission approved Planned Development permit #06-0018; and

WHEREAS, a timely appeal of the Planning Commission approval was filed with the City Clerk by Larry Seamer on March 29, 2007; and

WHEREAS, the City Council has reviewed the report provided to the Planning Commission on Planned Development #06-0018 and the minutes from the public hearing held on March 19, 2007, and all other comments and information provided by the applicant; and

WHEREAS, the City Council, on May 22, 2007, in the City Council Chambers of City Hall, 555 Santa Clara Street, held a public hearing to consider the appeal to the Planning Commission approval of Planned Development #06-0018 ; 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.

NOW, THEREFORE, IT IS FOUND AND DETERMINED by the City Council of the City of Vallejo that after consideration of all the evidence in the record, including the staff report, written correspondence, and testimony, that:

1. The Unit Plan, as approved by the Planning Commission, is inconsistent with the intent and purpose of the Hiddenbrooke Specific Plan, as per the City Council staff report;
2. The Unit Plan as approved by the Planning Commission, would not result in a well composed urban design, with consideration given to the 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 as per the City Council staff report;

3. The Unit plan as approved by the Planning Commission is not of a quality and character which harmonizes with and serves to protect the value of private and public investments in the area.

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby grants the appeal of the Planning Commission's approval of Planned Development permit #06-0018 and approves the project subject to the attached conditions, herein referenced as Attachment A. These conditions include a requirement to reduce the square footage of the building to 6,400 square feet and 8% lot coverage.

May 22, 2007

K:/citywide/public/ai/pl/Hiddenbrooke/landmarkdr(customhm)-resolutionapeal-uphld

HIDDENBROOKE DESIGN GUIDELINES

CONDITION COMPLIANCE REQUIRED PRIOR TO BUILDING PERMIT SUBMITTAL:

Planning Division

1. Submit a revised set of plans illustrating the proposed custom home square footage not exceeding 6,400 square feet and 8% lot coverage, subject to Planning Division and HARC approval.
2. Submit revised landscape plans, subject to Planning Division approval, illustrating a revised landscape plan which clearly identifies plant type/name on the sheet L1 illustrating drought tolerant landscaping for the front yard and rear yard fronting Landmark Drive and replacement of regular to high water usage plants for these areas will be required.
3. Submit one set of construction plans illustrating fire, police, and emergency medical alarm system for the proposed home. If feasible, the alarm system should be connected to the Hiddenbrooke information/courtesy center.
4. Submit a letter of approval from the Vallejo Postal Service for the proposed mailbox location.
5. Submit revised plans detailing fencing that complies with the Hiddenbrooke Design Guideline fence types; that is consistent with neighboring custom lot proposed fencing (the Wagner's property); and that is approved by HARC.
6. Submit revised plans with proposed front and north side yard setbacks that conform to the Hiddenbrooke Design Guidelines.
7. Submit revised plans reducing the maximum building height to 35'.
8. Record a deed restriction with the Solano County Recorder's Office stating that the proposed structure will be used only as a single family dwelling unit.

Building Division

1. Submit revised plans listing the total garage area and total habitable area.
2. Fire sprinkler throughout may be required based on total square footage. Need square feet for each level; >3,000 square feet requires two exits to grade, minimum 36" wide.

Water Division

1. Submit a numbered list to the Water Division stating how each condition of project approval will be satisfied (W1).

2. All water system improvements shall be consistent with the Vallejo Water System Master Plan, 1985, prepared by Kennedy/Jenks Engineers as updated by Brown & Caldwell, 1996. 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 (W3):
 - b. Location and size of domestic 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.
3. Prior to building permit submittal, hydraulic calculations shall be submitted to the **Water Superintendent** demonstrating that the fire flow requirements are complied with.(W5)
4. 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 the water service changes should be directed to Water Engineering at 202 Fleming Hill Road, Vallejo, CA 94589.
5. An appropriately sized RP backflow prevention device will be required on the domestic service.

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. The project as submitted was incomplete. The following information is needed prior to building permit submittal: Please show location of sanitary sewer and cleanout on site utility plan.
3. Comply with VSFCD pretreatment requirements for sanitary sewage.

City Engineer

1. Prior to building permit issuance, 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, submit a site grading, drainage and utility improvement plans prepared by a licensed civil engineer and landscape architect

respectively for review and approval. All existing and proposed utilities should be shown on the site plan.

3. On site slopes, if disturbed during construction/grading, shall be landscaped in accordance with Hillside Landscape Guideline & Hiddenbrooke Specific Plan prior to occupancy. Submit your landscape and irrigation plan to Public Works, Planning and the project soil engineer for review.
4. The landslide within this lot has been mitigated, surface and subsurface drainage installed. Existing subdrains crossing the lot shall be shown on the site plan and shall not be disturbed during grading or drilling piers. Site plan shall have adequate cross sections showing location of existing subdrains vs location of proposed grading and piers.
5. This custom home site is required to submit to the City, a specific soils and geotechnical report for review and approval, prior to building permit submittal. A third party review of the soils report may be required after submittal.
6. Obtain separate permit from the Building Division for the construction of the swimming pool. Site plan shall clarify if grading for swimming pool will be performed during site grading.
7. Retaining walls that are part of the site grading do not require a building permit, but shall be reviewed by Public Works prior to building permit submittal. Submit structural calculations to Public Works for review, if any retaining walls are proposed.
8. Retaining walls that are not part of grading, and are part of the structure or will be installed after grading, need to be reviewed by the Building Division for building permit approval.
9. Prior to building permit submittal, provide a plot plan for review and approval.
10. 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)
11. Prior to building permit issuance, 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)

12. Prior to building permit submittal, obtain an encroachment permit from Public Works for all work proposed within the public right-of-way. (PW11)

Traffic Engineer

1. Prior to approval of a final site plan, provide evidence that the proposed driveway locations are not in conflict with the line of sight requirement

Fire Prevention

1. Submit a numbered list to the Fire Prevention Division stating how each condition of project approval will be satisfied.
2. The site plan will have to be redesigned because there appears to be access problems in case of a fire.
3. Prior to building permit submittal, building construction plans and plans for required fire protection systems (automatic sprinklers, smoke alarms, etc.) shall be submitted to the Fire Prevention Division for review and approval. All applicable plan review and inspection fees shall be paid. (F4)
4. Prior to building permit issuance, 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. (F5) (1998 CFC Section 903, Appendix III-A)

CONDITION COMPLIANCE REQUIRED PRIOR TO OCCUPANCY/FINAL INSPECTION:

Planning Division

1. 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 completed and finalized 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.
2. Prior to occupancy/final building inspection, install all approved landscaping and irrigation per the approved plans within 90 days of occupancy. Six inches of top soil (imported from outside the project area) shall be provided to the lot landscaping area prior to occupancy or soil amendments sufficient to meet the City's specifications. The landscape architect shall verify in writing that the landscaping and irrigation has been installed in accordance with approved plans

with respect to size, health, number and species of plants, and the overall design concept.

3. Prior to occupancy/final building inspection, install fencing per approved plans.

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. (1998 CFC Section 901.44; added VMC 12.28.170) (F9)
2. Prior to 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. (F11)
3. 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 each corridor or area giving access to each separate sleeping area. When the dwelling unit is of more than one story (including basements) 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. (1998 CBC Section 310.9.1.1)
4. Prior to occupancy, 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 Manual, sign#R26F)[F10].
5. Additional fire hydrant is required in the street right-of-way and is required on-site as shown in the Fire Department copy of the plans. Submit a complete set of plans for review and approval. All fire hydrants are to have "blue dot" highway reflectors installed on the adjacent street of the driveway to clearly identify the fire hydrant locations. (1998 CFC Section 903, Appendix III-B)
6. Automatic fire sprinkler extinguishing systems are required for all residential, commercial, and industrial occupancies in lieu of re-design for access, a fully sprinkled building (F3). (1998 CFC Section 1003.1.2 added VMC Section 12.28.190)
7. Prior to permit issuance, paved fire apparatus roads shall be installed for every building or stockpile of combustible materials located more than 150 feet from fire department vehicle access. Said access roads are to be posted "No

Parking/Fire Lane” and shall not be used for storage of materials (F6). (1998 CFC Section 901.4)

8. A fire alarm system is required if a sprinkler system is installed for off-site monitoring and interior notification.

Water Department

1. Prior to occupancy or final building inspection, install water system improvements as required. Backflow device/s where required shall be installed in areas hidden from public view and/or shall be mitigated by landscaping. (W10)

Vallejo Sanitation and Flood Control District

1. Prior to occupancy/final building inspection, provide a standard **VSFCD** cleanout at the right-of-way/easement line per District standards and a two-way cleanout at the building per the U.P.C.
2. Prior to occupancy/final building inspection, provide a grease trap, sand trap, or interceptor.

City Engineer

1. Prior to occupancy, install required street trees along Landmark Drive and Durrow Court. The street tree shall be selected from City approved street tree list. (VMC, Section 15.06.190 and Regulations and Standard Specifications Section 3.3.48)
2. Prior to occupancy/final building inspection, retaining walls that are related to the site grading shall be reviewed by Public Works. Submit structural design and calculations for review.
3. Site slopes that will be disturbed during construction and/or grading shall be landscaped in accordance with Hillside Landscape Guidelines & Hiddenbrooke Specific Plan requirements prior to occupancy. Submit a landscape and irrigation plan to Public Works and Planning for review.
4. Prior to occupancy provide six inches of topsoil on the lot.
5. 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. (PW15)
6. Prior to occupancy/final building inspection, install the improvements required by Public Works including but not limited to streets and utilities. (PW16)

7. 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)
8. 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)

STANDARD REQUIREMENTS

Planning Division

1. Development sites shall be maintained weed free during construction.
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. The homeowner shall be responsible for maintaining all landscaping which falls under their ownership in a clean, attractive, and well kept condition and to promptly replace any dead or dying material. Upon approval of the landscape plan by the HARC, the minimum tree requirement must be maintained at all times and mature trees shall not be removed by the homeowner without prior consent of the HARC.
4. No more than 50 percent of the front yard setback shall be covered by non-porous surfaces such as concrete, brick or asphalt.
5. No individual accessory structure shall exceed 1,200 square feet. The cumulative square footage of all accessory structures shall not exceed 50 percent of the lot's total front, side and rear yard area. Residential units shall not be converted to commercial units, except for home occupations as defined by the Vallejo Municipal Code.
6. Garage space shall be used for parking and cannot be converted to habitable space.
7. After project completion, additional excavation, construction, grading, building, landscaping, or other improvements may be subject to review and approval by the Hiddenbrooke Architectural Review Committee and/or City of Vallejo.

8. No antenna or satellite dish antenna for transmission or reception of television signals or any other form of electromagnetic radiation larger than 24 inches shall be erected, used, or maintained outdoors whether attached to a building or structure or placed in any landscape. Approved satellite dishes less than 24 inches must be kept a minimum of five feet from the side and/or rear property lines and completely from the front yard view.
9. Residential units shall not be converted to commercial units, except for home occupations as defined by the Vallejo Municipal Code.
10. Sunrooms, patio enclosures, or similar additions attached to the primary home, shall require a Planned Development Unit Plan Amendment to either this permit or the original Planned Development for The Knolls subdivision, to be determined by staff.

Fire Prevention

- a. The project shall conform to all applicable requirements of Title 19-Public Safety, 1998 CVC and all VMC Amendments.
- b. Development sites shall be maintained weed free during construction. (1998 CFC Section 1103.2.4) [F12]
- c. If security gates are desired at any entrances to the project, they shall be provided with a Fire Department approved entry system.
- d. 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 of the opening shall be no higher than 44 inches from the floor. Ladder access shall be provided for buildings over the first floor. (1998 CBC Section 310.4)

Water Superintendent

1. 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. (W4)
 - a. For single-family residential units, the fire flow is 1500 gpm.
2. 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. (W6)
3. Each lot shall be metered separately. (W8)

4. 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. (W9)
5. Prior to occupancy or final building inspection, install water system improvements as required. Backflow device/s where required shall be installed in areas hidden from public view and/or shall be mitigated by landscaping. (W10)

Vallejo Sanitation and Flood Control District

1. Direct roof drainage across non-paved areas prior to entering storm drain inlets and gutter, when feasible.

Public Works

1. No sheet flow of lot run-off over slope and driveway is allowed. All down spouts shall be connected to a drainage pipe system and tied to a public storm drain system.
2. Landmark Drive shall not be used for staging building construction activities or storage of building materials. The street must be kept free of construction debris, mud and other obstacles. Street must remain open to traffic at all times.
3. Dust and erosion control shall be in conformance with City standards and ordinances. State Water Quality Control Board SWPPP's shall be adhered to.
4. Driveway slope shall not be more than 15%. (VMC Section 16.62.150)
5. Install standard driveway approach for the proposed driveway per City standard. (COV, Regulations & Standard Specifications 1992)
6. All down spouts shall be connected to a drainage pipe system and tied to the public storm drain system.
7. As-built bench mark as shown on the improvement as-built plans for Sky Valley Unit II shall be used for vertical control on the civil plan.
8. Any required/proposed re-grading has to be certified by Civil Engineer and Soils Engineer.

9. Power of street light fronting the property shall be connected to the residence power line.
10. 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. (PW2)
11. 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. (PW4)
12. 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. (PW5)
13. 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/her representative on site, Public Works shall shut down the grading operation. (PW6)
14. All dust and erosion control shall be in conformance with City standards, ordinance, and NPDES requirements. (PW7)
15. Entrances to any private project must be standard driveway approaches unless deviation is permitted by the City Engineer. (PW9)
16. Obtain a street excavation permit from 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. (PW10)
17. Construction inspection shall be coordinated with Public Works and no construction shall deviate from the approved plans. (PW13)
18. 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)

GENERAL CONDITIONS

1. The applicant shall defend, indemnify, and hold harmless the City of Vallejo and its agents, officers, and employees from any claim, action, or proceeding against the City and its agents, officers, and employees to attack, set aside, void, or annul this approval by the City. The City may elect, at its discretion, to participate in the defense of any action.

APPEAL PROCEDURE

The applicant or any party adversely affected by a decision of the Planning Division may appeal the decision by filing an appeal to the Planning Commission. Such appeal must be filed in writing with the Secretary of the Planning Division within ten calendar days after the Planning Division's action. The Commission may affirm, reverse, or modify any decision of the Planning Division that is appealed.

RESOLUTION NO. _____ N.C.

A RESOLUTION OF THE CITY COUNCIL
DENYING THE APPEAL OF PLANNED DEVELOPMENT PERMIT APPLICATION
(Unit Plan #07-0018) AND APPROVING THE APPLICATION FOR
CONSTRUCTION OF A CUSTOM SINGLE FAMILY HOME AT 1757 DURROW
COURT

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

WHEREAS, on March 19, 2007, the Planning Commission held a public hearing to consider Planned Development permit #06-0018 to allow construction of a 11,754 square foot custom single family home at 1757 Durrow Court; and

WHEREAS, on March 19, 2007, on completion of the public hearing, the Planning Commission approved Planned Development permit #06-0018; and

WHEREAS, a timely appeal of the Planning Commission denial was filed with the City Clerk by Larry Seamer on March 29, 2007; and

WHEREAS, the City Council has reviewed the report provided to the Planning Commission on Planned Development #06-0018 and the minutes from the public hearing held on March 19, 2007, and all other comments and information provided by the applicant; and

WHEREAS, the City Council, on May 22, 2007, in the City Council Chambers of City Hall, 555 Santa Clara Street, held a public hearing to consider the appeal to the Planning Commission approval of Planned Development #06-0018 ; 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.

NOW, THEREFORE, IT IS FOUND AND DETERMINED by the City Council of the City of Vallejo that after consideration of all the evidence in the record, including the staff report, written correspondence, and testimony, that:

1. The Unit Plan, as approved by the Planning Commission, is consistent with the intent and purpose of the Hiddenbrooke Specific Plan;
2. The Unit Plan as approved by the Planning Commission, would result in a well composed urban design, with consideration given to the 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;

3. The Unit plan as approved by the Planning Commission is of a quality and character which harmonizes with and serves to protect the value of private and public investments in the area.

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby denies the appeal of the Planning Commission's approval of Planned Development permit #06-0018 and approves the project subject to the attached conditions herein referenced as Attachment A

ATTACHMENT A

CONDITION COMPLIANCE REQUIRED PRIOR TO BUILDING PERMIT SUBMITTAL:

Planning Division

1. Submit revised landscape plans, subject to Planning Division approval, illustrating a revised landscape plan which clearly identifies plant type/name on the sheet L1 illustrating drought tolerant landscaping for the front yard and rear yard fronting Landmark Drive and replacement of regular to high water usage plants for these areas will be required.
2. Submit one set of construction plans illustrating fire, police, and emergency medical alarm system for the proposed home. If feasible, the alarm system should be connected to the Hiddenbrooke information/courtesy center.
3. Submit a letter of approval from the Vallejo Postal Service for the proposed mailbox location.
4. Submit revised plans detailing fencing that complies with the Hiddenbrooke Design Guideline fence types; that is consistent with neighboring custom lot proposed fencing (the Wagner's property); and that is approved by HARC.
5. Submit revised plans with proposed front and north side yard setbacks that conform to the Hiddenbrooke Design Guidelines.
6. Submit revised plans reducing the maximum building height to 35'.
7. Record a deed restriction with the Solano County Recorder's Office stating that the proposed structure will be used only as a single family dwelling unit.

Building Division

1. Submit revised plans listing the total garage area and total habitable area.
2. Fire sprinkler throughout may be required based on total square footage. Need square feet for each level; >3,000 square feet requires two exits to grade, minimum 36" wide.

Water Division

1. Submit a numbered list to the Water Division stating how each condition of project approval will be satisfied (W1).
2. All water system improvements shall be consistent with the Vallejo Water System Master Plan, 1985, prepared by Kennedy/Jenks Engineers as updated by Brown & Caldwell, 1996. Prior to building permit submittal, water system improvement

Caldwell, 1996. 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 (W3):

- b. Location and size of domestic 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.
3. Prior to building permit submittal, hydraulic calculations shall be submitted to the **Water Superintendent** demonstrating that the fire flow requirements are complied with.(W5)
 4. 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 the water service changes should be directed to Water Engineering at 202 Fleming Hill Road, Vallejo, CA 94589.
 5. An appropriately sized RP backflow prevention device will be required on the domestic service.

Vallejo Sanitation and Flood Control District

1. Prior to building permit submittal, a VSFCDD Connection Permit is required. Pay all applicable review and connection fees.
2. The project as submitted was incomplete. The following information is needed prior to building permit submittal: Please show location of sanitary sewer and cleanout on site utility plan.
3. Comply with VSFCDD pretreatment requirements for sanitary sewage.

City Engineer

1. Prior to building permit issuance, 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, submit a site grading, drainage and utility improvement plans prepared by a licensed civil engineer and landscape architect respectively for review and approval. All existing and proposed utilities should be shown on the site plan.

3. On site slopes, if disturbed during construction/grading, shall be landscaped in accordance with Hillside Landscape Guideline & Hiddenbrooke Specific Plan prior to occupancy. Submit your landscape and irrigation plan to Public Works, Planning and the project soil engineer for review.
4. The landslide within this lot has been mitigated, surface and subsurface drainage installed. Existing subdrains crossing the lot shall be shown on the site plan and shall not be disturbed during grading or drilling piers. Site plan shall have adequate cross sections showing location of existing subdrains vs location of proposed grading and piers.
5. This custom home site is required to submit to the City, a specific soils and geotechnical report for review and approval, prior to building permit submittal. A third party review of the soils report may be required after submittal.
6. Obtain separate permit from the Building Division for the construction of the swimming pool. Site plan shall clarify if grading for swimming pool will be performed during site grading.
7. Retaining walls that are part of the site grading do not require a building permit, but shall be reviewed by Public Works prior to building permit submittal. Submit structural calculations to Public Works for review, if any retaining walls are proposed.
8. Retaining walls that are not part of grading, and are part of the structure or will be installed after grading, need to be reviewed by the Building Division for building permit approval.
9. Prior to building permit submittal, provide a plot plan for review and approval.
10. 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)
11. Prior to building permit issuance, 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)
12. Prior to building permit submittal, obtain an encroachment permit from Public Works for all work proposed within the public right-of-way. (PW11)

Traffic Engineer

1. Prior to approval of a final site plan, provide evidence that the proposed driveway locations are not in conflict with the line of sight requirement

Fire Prevention

1. Submit a numbered list to the Fire Prevention Division stating how each condition of project approval will be satisfied.
2. The site plan will have to be redesigned because there appears to be access problems in case of a fire.
3. Prior to building permit submittal, building construction plans and plans for required fire protection systems (automatic sprinklers, smoke alarms, etc.) shall be submitted to the Fire Prevention Division for review and approval. All applicable plan review and inspection fees shall be paid. (F4)
4. Prior to building permit issuance, 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. (F5) (1998 CFC Section 903, Appendix III-A)

CONDITION COMPLIANCE REQUIRED PRIOR TO OCCUPANCY/FINAL INSPECTION:

Planning Division

1. 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 completed and finalized 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.
2. Prior to occupancy/final building inspection, install all approved landscaping and irrigation per the approved plans within 90 days of occupancy. Six inches of top soil (imported from outside the project area) shall be provided to the lot landscaping area prior to occupancy or soil amendments sufficient to meet the City's specifications. The landscape architect shall verify in writing that the landscaping and irrigation has been installed in accordance with approved plans with respect to size, health, number and species of plants, and the overall design concept.

3. Prior to occupancy/final building inspection, install fencing per approved plans.

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. (1998 CFC Section 901.44; added VMC 12.28.170) (F9)
2. Prior to 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. (F11)
3. 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 each corridor or area giving access to each separate sleeping area. When the dwelling unit is of more than one story (including basements) 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. (1998 CBC Section 310.9.1.1)
4. Prior to occupancy, 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 Manual, sign#R26F)[F10].
5. Additional fire hydrant is required in the street right-of-way and is required on-site as shown in the Fire Department copy of the plans. Submit a complete set of plans for review and approval. All fire hydrants are to have "blue dot" highway reflectors installed on the adjacent street of the driveway to clearly identify the fire hydrant locations. (1998 CFC Section 903, Appendix III-B)
6. Automatic fire sprinkler extinguishing systems are required for all residential, commercial, and industrial occupancies in lieu of re-design for access, a fully sprinkled building (F3). (1998 CFC Section 1003.1.2 added VMC Section 12.28.190)
7. Prior to permit issuance, paved fire apparatus roads shall be installed for every building or stockpile of combustible materials located more than 150 feet from fire department vehicle access. Said access roads are to be posted "No Parking/Fire Lane" and shall not be used for storage of materials (F6). (1998 CFC Section 901.4)

8. A fire alarm system is required if a sprinkler system is installed for off-site monitoring and interior notification.

Water Department

1. Prior to occupancy or final building inspection, install water system improvements as required. Backflow device/s where required shall be installed in areas hidden from public view and/or shall be mitigated by landscaping. (W10)

Vallejo Sanitation and Flood Control District

1. Prior to occupancy/final building inspection, provide a standard **VSFCD** cleanout at the right-of-way/easement line per District standards and a two-way cleanout at the building per the U.P.C.
2. Prior to occupancy/final building inspection, provide a grease trap, sand trap, or interceptor.

City Engineer

1. Prior to occupancy, install required street trees along Landmark Drive and Durrow Court. The street tree shall be selected from City approved street tree list. (VMC. Section 15.06.190 and Regulations and Standard Specifications Section 3.3.48)
2. Prior to occupancy/final building inspection, retaining walls that are related to the site grading shall be reviewed by Public Works. Submit structural design and calculations for review.
3. Site slopes that will be disturbed during construction and/or grading shall be landscaped in accordance with Hillside Landscape Guidelines & Hiddenbrooke Specific Plan requirements prior to occupancy. Submit a landscape and irrigation plan to Public Works and Planning for review.
4. Prior to occupancy provide six inches of topsoil on the lot.
5. 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. (PW15)
6. Prior to occupancy/final building inspection, install the improvements required by Public Works including but not limited to streets and utilities. (PW16)
7. 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)

8. 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)

STANDARD REQUIREMENTS

Planning Division

1. Development sites shall be maintained weed free during construction.
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. The homeowner shall be responsible for maintaining all landscaping which falls under their ownership in a clean, attractive, and well kept condition and to promptly replace any dead or dying material. Upon approval of the landscape plan by the HARC, the minimum tree requirement must be maintained at all times and mature trees shall not be removed by the homeowner without prior consent of the HARC.
4. No more than 50 percent of the front yard setback shall be covered by non-porous surfaces such as concrete, brick or asphalt.
5. No individual accessory structure shall exceed 1,200 square feet. The cumulative square footage of all accessory structures shall not exceed 50 percent of the lot's total front, side and rear yard area. Residential units shall not be converted to commercial units, except for home occupations as defined by the Vallejo Municipal Code.
6. Garage space shall be used for parking and cannot be converted to habitable space.
7. After project completion, additional excavation, construction, grading, building, landscaping, or other improvements may be subject to review and approval by the Hiddenbrooke Architectural Review Committee and/or City of Vallejo.
8. No antenna or satellite dish antenna for transmission or reception of television signals or any other form of electromagnetic radiation larger than 24 inches shall be erected, used, or maintained outdoors whether attached to a building or

structure or placed in any landscape. Approved satellite dishes less than 24 inches must be kept a minimum of five feet from the side and/or rear property lines and completely from the front yard view.

9. Residential units shall not be converted to commercial units, except for home occupations as defined by the Vallejo Municipal Code.
10. Sunrooms, patio enclosures, or similar additions attached to the primary home, shall require a Planned Development Unit Plan Amendment to either this permit or the original Planned Development for The Knolls subdivision, to be determined by staff.

Fire Prevention

- a. The project shall conform to all applicable requirements of Title 19-Public Safety, 1998 CVC and all VMC Amendments.
- b. Development sites shall be maintained weed free during construction. (1998 CFC Section 1103.2.4) [F12]
- c. If security gates are desired at any entrances to the project, they shall be provided with a Fire Department approved entry system.
- d. 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 of the opening shall be no higher than 44 inches from the floor. Ladder access shall be provided for buildings over the first floor. (1998 CBC Section 310.4)

Water Superintendent

1. 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. (W4)
 - a. For single-family residential units, the fire flow is 1500 gpm.
2. 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. (W6)
3. Each lot shall be metered separately. (W8)
4. 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. (W9)

5. Prior to occupancy or final building inspection, install water system improvements as required. Backflow device/s where required shall be installed in areas hidden from public view and/or shall be mitigated by landscaping. (W10)

Vallejo Sanitation and Flood Control District

1. Direct roof drainage across non-paved areas prior to entering storm drain inlets and gutter, when feasible.

Public Works

1. No sheet flow of lot run-off over slope and driveway is allowed. All down spouts shall be connected to a drainage pipe system and tied to a public storm drain system.
2. Landmark Drive shall not be used for staging building construction activities or storage of building materials. The street must be kept free of construction debris, mud and other obstacles. Street must remain open to traffic at all times.
3. Dust and erosion control shall be in conformance with City standards and ordinances. State Water Quality Control Board SWPPP's shall be adhered to.
4. Driveway slope shall not be more than 15%. (VMC Section 16.62.150)
5. Install standard driveway approach for the proposed driveway per City standard. (COV, Regulations & Standard Specifications 1992)
6. All down spouts shall be connected to a drainage pipe system and tied to the public storm drain system.
7. As-built bench mark as shown on the improvement as-built plans for Sky Valley Unit II shall be used for vertical control on the civil plan.
8. Any required/proposed re-grading has to be certified by Civil Engineer and Soils Engineer.
9. Power of street light fronting the property shall be connected to the residence power line.

10. 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. (PW2)
11. 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. (PW4)
12. 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. (PW5)
13. 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/her representative on site, Public Works shall shut down the grading operation. (PW6)
14. All dust and erosion control shall be in conformance with City standards, ordinance, and NPDES requirements. (PW7)
15. Entrances to any private project must be standard driveway approaches unless deviation is permitted by the City Engineer. (PW9)
16. Obtain a street excavation permit from 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. (PW10)
17. Construction inspection shall be coordinated with Public Works and no construction shall deviate from the approved plans. (PW13)
18. 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)

GENERAL CONDITIONS

1. The applicant shall defend, indemnify, and hold harmless the City of Vallejo and its agents, officers, and employees from any claim, action, or proceeding against the City and its agents, officers, and employees to attack, set aside, void, or annul this approval by the City. The City may elect, at its discretion, to participate in the defense of any action.

APPEAL PROCEDURE

The applicant or any party adversely affected by a decision of the Planning Division may appeal the decision by filing an appeal to the Planning Commission. Such appeal must be filed in writing with the Secretary of the Planning Division within ten calendar days after the Planning Division's action. The Commission may affirm, reverse, or modify any decision of the Planning Division that is appealed.

RESOLUTION NO. _____ N.C.

A RESOLUTION GRANTING THE APPEAL OF PLANNED DEVELOPMENT PERMIT (Unit Plan) #06-0018

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

WHEREAS, on March 19, 2007, the Planning Commission held a public hearing to consider Planned Development permit #06-0018 to allow construction of a 11,754 square foot custom single family home at 1757 Durrow Court; and

WHEREAS, on March 19, 2007, on completion of the public hearing, the Planning Commission approved Planned Development permit #06-0018; and

WHEREAS, a timely appeal of the Planning Commission approval was filed with the City Clerk by Larry Seamer on March 29, 2007; and

WHEREAS, the City Council has reviewed the report provided to the Planning Commission on Planned Development #06-0018 and the minutes from the public hearing held on March 19, 2007, and all other comments and information provided by the applicant; and

WHEREAS, the City Council, on May 22, 2007, in the City Council Chambers of City Hall, 555 Santa Clara Street, held a public hearing to consider the appeal to the Planning Commission approval of Planned Development #06-0018 ; 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.

NOW, THEREFORE, IT IS FOUND AND DETERMINED by the City Council of the City of Vallejo that after consideration of all the evidence in the record, including the staff report, written correspondence, and testimony, that:

1. The Unit Plan, as approved by the Planning Commission, is inconsistent with the intent and purpose of the Hiddenbrooke Specific Plan, as per the City Council staff report;
2. The Unit Plan as approved by the Planning Commission, would not result in a well composed urban design, with consideration given to the 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 as per the City Council staff report;

3. The Unit plan as approved by the Planning Commission is not of a quality and character which harmonizes with and serves to protect the value of private and public investments in the area.

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby grants the appeal of the Planning Commission's approval of Planned Development permit #06-0018 and approves the project subject to the attached conditions, herein referenced as Attachment A. These conditions include a requirement to reduce the square footage of the building to 6,400 square feet and 8% lot coverage.

May 22, 2007

K:/citywide/public/ai/pl/Hiddenbrooke/landmarkdr(customhm)-resolutionapeal-uphld

March 27, 2007

MAR 2007

Dear Vallejo City Council Members,

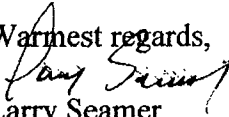
I am writing this letter as an accompaniment to my request for appeal of the Vallejo Planning Commission decision of March 19, 2007, item number PD 06-0018. I am filing the appeal and submitting this letter on behalf of my neighbors and myself.

We are appealing the Commission's decision based on the structure's size, not on its architectural design and beauty. We are particularly concerned about the immensity of this home and the bearing it is going to have on our lives, based on the following:

- The Planning Commission failed to take into account the recommendations of their own staff. The Vallejo City Planning staff recommendations (on record) are for a substantial decrease in the size of this structure.
- The Planning Commission failed to abide by or to take into account the Vallejo City and Hiddenbrooke Specific Plan statutes that require new structures to be similar in scale to neighboring structures. At 9,500 sq ft living space (14,00 sqft total), this complex will be the largest house in Hiddenbrooke, approximately 50% larger than the largest neighboring house and have 3-4 times the lot coverage of all other custom homes in Hiddenbrooke.
- In his comments Commissioner Salvadori incorrectly stated that "from Landmark Dr. looking up to this massive building, one would only see 6,000sq ft". Based on the applicant's architectural drawings and models, the entire structure will not only be visible, it will dominate the view from Landmark Dr.
- In his comments, the Commission Chairman stated that: "... to look at the mass of this structure, I would say that it is out of scale and out of character". He also stated that he does not agree with the statement in a letter from the Hiddenbrooke Architectural Review Committee that the house is correctly sized and not out of scale. The Chairman stated "I think it's way out of scale...", however he went on to vote for approval. From all comments noted above, all parties seem to agree about the size and massiveness of this home, and the fact that this home is way out of scale.
- Finally, in their concluding comments, the Commissioners showed complete disregard for the objections (in person or in writing) of 6 of the 10 (60 %) neighboring homeowners by neither acknowledging nor addressing a single concern raised by these neighbors in their decision statements (the remaining 4 neighbors failed to comment, one way or the other).

We are asking you, our elected representatives, to review and overturn the Planning Commission's ruling and restore the Planning staff recommendation for modifications to the structure design before final approval. We would like the opportunity for each neighbor to present their various concerns to the Council without time constraints, if we do so within reason.

Warmest regards,


Larry Seamer

1775 Landmark Dr.
Vallejo CA



LAW OFFICES OF JASON S. BUCKINGHAM, INC.

701 SOUTHAMPTON ROAD, SUITE 211, BENICIA, CALIFORNIA 94510

TEL: 707.745.2200 FAX: 707.780.6357 WWW.JSB-LAW.COM

RECEIVED

APR 19 2007

CITY MANAGERS OFFICE
CITY OF VALLEJO

BY HAND DELIVERY

April 19, 2007

TO: Allison Villarante, City Clerk
City of Vallejo
555 Santa Clara Street
Vallejo CA 94590

RE: Agenda item to be heard by the Vallejo City Council on May 22, 2007 - Larry Seamer
appeal of the March 19, 2007 Planning Commission decision re: 1757 Durrow Court

Dear City Clerk:

This office represents Ron and Eunice Perez, the owners of 1757 Durrow Court. I have been asked to ensure that the City Council has the information originally presented to the Planning Commission on the owners' behalf.

To that end, I present you with a true and correct copy of the five page Memorandum I prepared for the Planning Commission, along with the attachments referred to in the Memo. Please provide the members of the Council with copies of the Memo and attachments in advance of the Council meeting so that they may have adequate time to review the material.

Best regards,

Jason S. Buckingham

enclosure

MEMORANDUM

DATE: March 19, 2007

FROM: Jason S. Buckingham
Law Offices of Jason S. Buckingham, Inc.
on behalf of Ron Perez and Eunice Perez
Owners, 1757 Durrow Court (APN 182-215-070)

TO: City of Vallejo Planning Commission

RE: Owner's position on request for approval of PD #06-0018

Dear Commissioners:

This memorandum is offered in support of the above referenced application for approval of the current design proposed by the owners and their builder. We feel it necessary to address the stated Planning Staff recommendations, as well as some neighbor concerns about the proposed design.

RESPONSE TO PLANNING STAFF RECOMMENDATIONS

We would like to address the Planning Staff's position that the proposed design is too large for the site. For several reasons, we believe that the Staff recommendations regarding reducing the living space and footprint of the proposed design are misguided, and we specifically request that the Commission approve the proposed design without any size reduction or design change conditions.

1. Specific Plan goals.

Planning Staff has asserted that the proposed design is inconsistent with stated goals in the Specific Plan. We could not disagree more: not only does the proposed design meet the Specific Plan requirements and Design Guidelines, there are several important Specific Plan policies that Planning Staff ignored in its reports to this Commission. We contend that the proposed design contributes to a quality community unique to Vallejo (stated goal on page 6), represents a housing type that is not currently available in Vallejo (policy #6), and serves to enhance the image of the City (policy #8). Regarding the Design Guideline issues, we believe that, given our lot slope, the proposed design meets Design goal #3, and we certainly believe that the proposed design will "enhance and complement the overall community identity" as required in Design goal #1.

Moreover, the Specific Plan makes very clear the intent that Hiddenbrooke provide "upscale housing" opportunities not otherwise available in Vallejo (page 2, page 7, page 12). We believe that the Specific Plan encourages exactly the type of first class, showcase architecture embodied in the proposed design.

To quote the Specific Plan:

“Further, in making the General Plan/housing conformity evaluation, one must look to other compelling needs of the community, as reflected in other General Plan policies: public and private recreation, business and employment. The Hiddenbrooke SP is drafted in recognition of the various and often competing needs of the entire community of Vallejo. It does not purport, however, to satisfy all of these competing needs in one package. Rather, it reflects the fact that Vallejo has a surplus of certain of these needs (affordable housing) and a shortage of others...

“The SP, when measured against the policies of all the components and policies of the General Plan, conforms to both its letter and spirit. It is premised on the belief that every planned development in Vallejo, and in particular Hiddenbrooke, need not and should not strive to reconcile all such competing community interests within its project boundaries, but rather should seek to achieve a citywide balance of such interests.” (pages 6 and 7)

The Specific Plan also recognizes the value of flexibility in reviewing future development:

“As residential development of this scale is dynamic and evolving to meet changing marketing conditions, there may be future housing concepts not designed yet but appropriate to the future of Hiddenbrooke and Vallejo.” (page 12)

The Specific Plan also refers to “the need to maintain flexibility in the future as the residential areas develop” on page 23, under “DEVELOPMENT STANDARDS - RESIDENTIAL.”

By attempting to require the proposed development to mirror the other three existing homes on Durrow Court, Planning Staff has taken the position that custom homes in the area should conform to a “same as it ever was” standard. We disagree with such an inflexible interpretation of the Specific Plan.

2. General Plan issues; comparison to other approved projects.

The most recent Staff Report claims that the proposed design fails to meet Municipal Code Sections 16.116.100(C) and 16.116.100(D), regarding unit plan approvals. Once again, we must disagree. We refer first to the excerpts from the Specific Plan, which clearly state that the proposed design should not be evaluated solely on a General Plan/housing conformity basis. We further contend that, even under the General Plan, there is sufficient precedent for this Commission to conclude that the proposed design meets the above referenced sections. To illustrate, we submit two examples of single family homes that, in spite of being significantly larger than and different from neighboring homes, were approved and built in Vallejo within the last four years. We would like to state that we applaud the City for maintaining flexibility in allowing the owners of these parcels to develop them for their highest and best use. All we ask is that this Commission extend the same courtesy for the proposed design.

A. Torrey Pines Court.

Torrey Pines Court is a hilltop cul-de-sac in the Turnberry subdivision off Ascot Parkway. In 2006, a home was built at 254 Torrey Pines Court with a total living space of 7,303 square feet according to tax records - on a 9,109 square foot subdivision (not custom home) lot. This home is directly between two other homes that are 3,512 square feet (248 Torrey Pines) and 3,628

square feet (260 Torrey Pines). 254 Torrey Pines Court is a essentially custom home built in the middle of a subdivision neighborhood, with no Specific Plan provisions encouraging such development, on a lot that touches two other lots improved by homes of half the size. Such development is drastically different than the proposed design, which is in an area earmarked for custom homes, on a lot that is not contiguous with the production homes around it. If the home at 254 Torrey Pines Court meets the Municipal Code standards, then surely the proposed design should as well. See photo 1 on the accompanying CD, and the tax data attached to this memorandum.

B. Redwood Parkway.

2934 Redwood Parkway is improved with a home that could never be characterized as similar to the adjoining properties. The adjacent lot on the west side of this 5,266 square foot home is improved with a condominium complex. The four adjacent lots on the east side of 2934 Redwood Parkway are subdivision lots with homes ranging in size from 1,519 square feet to 2,030 square feet. Despite these varying uses and designs, 2934 Redwood Parkway was approved by the City and was built in 2003. See photo 2 on the accompanying CD, and the tax data attached to this memorandum.

3. Living space and first floor area calculations.

Planning Staff has characterized our design as "a 14,029 square foot" development. The actual living space (for comparison purposes, "living space" means the portion taxable as living space for property tax) of the proposed design is approximately 9,568 square feet. Likewise, the actual footprint of the proposed design is about 8,290 square feet. These figures indicate living space of 21.74%, and a footprint of 18.84%.

4. Living space and first floor area comparisons.

While the Planning Staff has made comparisons to "other custom homes in the immediate neighborhood" in its recommendations about living space, footprint, and average square footage, there is no stated reason why this should be so. We take a different view regarding the proper basis of comparison. There are not yet enough custom homes built throughout Hiddenbrooke to provide a fair or even meaningful basis for comparison. Comparing the proposed design solely against the three existing custom homes on Durrow Court is statistically unreliable, and is not required under the Specific Plan. We believe that a more reasonable approach is to take into account (i) other custom homes in Hiddenbrooke generally, and (ii) the immediate area relative to our lot.

The opposition to the proposed design is comprised of a small number of neighbors on Landmark Drive. Planning Staff never compared the proposed design living space and first floor area to the actual immediate neighbors on Landmark Drive, even though Staff purports that the immediate area is the proper "sub-set of comparison." As noted above, the proposed design will cover approximately 21.74% of the lot (total living space), with a footprint of approximately 18.84%. We have compared the living space lot coverage and footprint of the proposed design against the lots in the immediate area, and our design covers significantly less of our lot than those of the very neighbors who have objected to our design. The tax records indicate that the Landmark Drive homes have average living space of 35.15% of lot

size, and an average first floor area of 21.51%. Copies of tax record information with lot coverage and first floor area calculations for neighboring owners on Landmark Drive are attached to this memorandum.

The trend for other custom homes recently built throughout Hiddenbrooke is to build larger homes with more features and amenities. The proposed design seeks to continue this trend. When the proposed design is compared to other recently built custom homes in Hiddenbrooke generally, it is clear that the proposed design is in fact consistent with the trend in terms of living space and footprint coverage, which average 24.13% (living space) and 13.59% (first floor). Comparison data in the form of tax record information with living space and first floor area calculations for recently built custom homes are attached to this memorandum.

5. Unique site characteristics.

Planning Staff did not account for the unique design challenges inherent in our steeply sloped lot. In order to avoid a design with a very large monolithic downslope wall, the proposed design incorporates a terraced layout, which necessarily increases the overall footprint and hardscape coverage versus a "big box," small footprint design. In fact, we contend that the proposed design meets Specific Plan Goal #3 when viewed in the context of the lot slope. We have included a photo of the lot slope - refer to photo 3 on the accompanying CD.

6. HARC and HPOA approval.

The proposed design has already been approved by the Hiddenbrooke Architectural Review Commission ("HARC") and the Hiddenbrooke Property Owner Association ("HPOA"), as provided under the Specific Plan and the Hiddenbrooke CC&Rs. This process took over a year, and involved many meetings and design changes to gain approval. The approval process included participation by Triad - before the current leadership took over the HPOA. We request that the Commission listen to the representatives from HARC and the HPOA concerning how and why the proposed design was approved, and we hope that the Commission will take into account the fact that the HARC and HPOA have a great interest in enhancing the character and beauty of Hiddenbrooke, for the benefit of all its residents, present and future.

7. The eyesore argument.

Planning Staff, along with a few Landmark Drive owners, assert that the proposed design will create an eyesore for the downslope neighbors. As already noted, this is a steep slope lot with inherent design constraints. Because of the slope, any structure will tend to look large when viewed from below, especially if the design is terraced into the hillside like the proposed design. While reasonable minds may disagree, we are concerned that some neighbors will not be satisfied with any proposed design for this lot because we believe that some have become used to the hillside as an undeveloped area. Whenever something new and large is proposed, it is almost a given that not everyone will be pleased with the results. However, this in and of itself should not be enough for this Commission to require the drastic design changes recommended in the Staff reports, especially given the fact that the HARC and HPOA took these issues into account before approving the proposed design.

8. What does "Custom Home" mean?

The owners' lot is a one acre custom home site, designated "SD" under the Specific Plan. Under the Specific Plan, we cannot build a home smaller than 3,000 square feet; however, there is no stated maximum size for such lots under the Specific Plan. In fact, the Planning Department has previously acknowledged the importance of building custom homes on "SD" lots - a copy of a letter from the Planning Department to another Durrow Court owner disallowing a requested lot split is attached to this memorandum. It hardly seems fair to impose a standard that custom homes be the same as existing development, or to single out the proposed design as "too custom." We ask this Commission to look at other approved developments within the City, and at the true intent of the Specific Plan for custom home development. Under either standard, it is clear that the proposed design should be approved without further changes.

9. Conclusion.

Development in Hiddenbrooke, along with the single family home market throughout the region, is once again at a crossroads. Anyone who knows the history of Hiddenbrooke will remember that, during the last real estate downturn, Sky Valley (as Hiddenbrooke was then known) went through foreclosure before the residential lots could be developed. With lagging home sales and flat appreciation, there is a real danger that current homeowners could lose significant home value for a very long time.

The owners before you are no different: to date, they have spent nearly two years, and hundreds of thousands of dollars, on developing their land. They just want to build a beautiful home, one that will hold value over time and, if built as designed, will inspire further first rate development and enhance property values in Hiddenbrooke. What better way to protect against downward price pressures than to encourage first rate new construction?

The decision this Commission makes will have a long-reaching impact on future custom home development in Hiddenbrooke. There are many more custom homes currently in the HARC approval phase. An approval conditioned on the drastic design changes recommended by Planning Staff will very likely chill proposed and future custom home developments.

Because the proposed design meets the setback, height, architectural design, Specific Plan, and General Plan requirements, and also because the proposed design is consistent with the clear intent of the Specific Plan relative to custom home development, we request that this Commission approve the application as submitted and without any size reduction or design change conditions.

ATTACHMENTS:

1. Torrey Pines tax data
2. Redwood Parkway tax data.
3. Landmark Drive tax data.
4. Hiddenbrooke custom home tax data.
5. Planning Department letter re: proposed lot split.
6. CD with photos 1, 2, and 3.

ATTACHMENT 1

Torrey Pines Court tax data

254 TORREY PINES

On-line Property Information

Assessor's Parcel Number

0081-513-040

California Government code section 6254.21 prohibits the displaying of names and addresses on a government website.

Property Information

Acres	0.20	Exemption	\$0
Lot Size	9,109	Census	2501.020
Tac	7000	Tac No	0
Tac Last Year	7000	Tac Year	0
Recorded Map	58 -0054	Created on	03/26/1990
Created By	Subdivision Map	Subdivison	- TURNBERRY
Use Code - 1000 - improved sfr properties		Unit - n/a	Lot - 50 Block - n/a Sublot - n/a

Property Characteristics

Quality Class	8.0	Bedrooms	5	1st Floor	3,130
Year Built	2006	Baths	5.5	2nd Floor	2,508
Fireplace	YS	Dining Room	NO	Other Res Area	0
Swimming Pool	None	Family Room	YS	Additional Area	1,665
No Known Patio	0	Utility Room	YS	Total Res Area	7,303
Central Heating and Air		Other Rooms	2	Factor Addl	1
		Total Rooms	11	Garage Area	756
No Additional Structures				Structure Area	0

Values By Year

	2006/07	2005/06	2004/05	2003/04	2002/03
Status	AC	AC	AC	AC	AC
Tax Area Code	7000	7000	7000	7000	7000
Tac Last Year	7000	7000	7000	7000	7000
Use Code	1100	1100	1100	1100	1100
Exem Status	NA	NA	NA	NA	NA
Full Values					
Land	\$116,325	\$114,044	\$111,808	\$109,759	\$107,607
Improvements	\$0	\$0	\$0	\$0	\$0
Trees/Vines	\$0	\$0	\$0	\$0	\$0
Mineral Rights	\$0	\$0	\$0	\$0	\$0
F M & E	\$0	\$0	\$0	\$0	\$0
Personal Prop	\$0	\$0	\$0	\$0	\$0
Penalties	\$0	\$0	\$0	\$0	\$0
Exemptions	\$0	\$0	\$0	\$0	\$0
Total	\$116,325	\$114,044	\$111,808	\$109,759	\$107,607

260 TORREY PINES

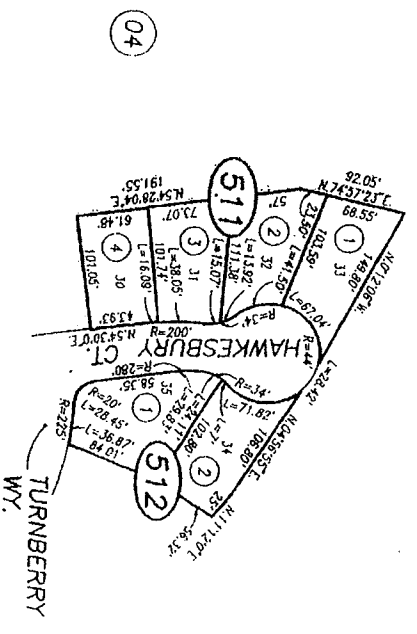
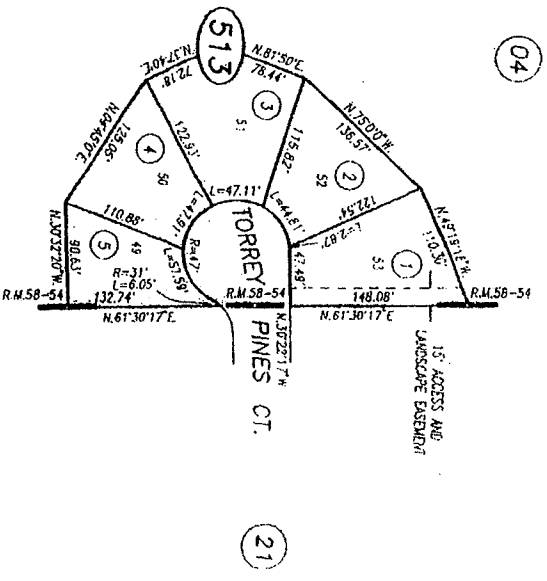
On-line Property Information

Assessor's Parcel Number	
0081-513-030	
California Government code <u>section 6254.21</u> prohibits the displaying of names and addresses on a government website	

Property Information			
Acres	0.27	Exemption	\$0
Lot Size	11,868	Census	2501.020
Tac	7000	Tac No	0
Tac Last Year	7000	Tac Year	0
Recorded Map	58 -0054	Created on	03/26/1990
Created By	Subdivision Map	Subdivison	- TURNBERRY
Use Code - 1000 - improved sfr properties		Unit - n/a	Lot - 51 Block - n/a Sublot - n/a

Property Characteristics					
Quality Class	7.5	Bedrooms	4	1st Floor	1,861
Year Built	2001	Baths	3.5	2nd Floor	1,767
Fireplace	YS	Dining Room	YS	Other Res Area	0
Swimming Pool	None	Family Room	YS	Additional Area	0
No Known Patio	0	Utility Room	YS	Total Res Area	3,628
Central Heating and Air		Other Rooms	1	Factor Addl	0
		Total Rooms	10	Garage Area	757
No Additional Structures				Structure Area	0

Values By Year					
	2006/07	2005/06	2004/05	2003/04	2002/03
Status	AC	AC	AC	AC	AC
Tax Area Code	7000	7000	7000	7000	7000
Tac Last Year	7000	7000	7000	7000	7000
Use Code	1000	1000	1000	1000	1000
Exem Status	NA	NA	NA	NA	NA
	Full Values				
Land	\$194,365	\$190,554	\$186,818	\$183,394	\$179,798
Improvements	\$441,057	\$432,409	\$423,930	\$416,160	\$408,000
Trees/Vines	\$0	\$0	\$0	\$0	\$0
Mineral Rights	\$0	\$0	\$0	\$0	\$0
F M & E	\$0	\$0	\$0	\$0	\$0
Personal Prop	\$0	\$0	\$0	\$0	\$0
Penalties	\$0	\$0	\$0	\$0	\$0
Exemptions	\$0	\$0	\$0	\$0	\$0
Total	\$635,422	\$622,963	\$610,748	\$599,554	\$587,798



Tumberry , R.M. Bk. 58 Pg. 54

MAP NUMBER	7-13-54 FG
REVISION	3-28-90 EG
DATE	
BY	

NOTE: This map is for assessment purpose only and is not for the intent of interpreting legal boundary rights, zoning regulations and/or legality of land division laws.

NOTE: Assessor's Parcel Numbers Shown in Ellipses
Assessor's Parcel Numbers Shown in Circles

CITY OF VALLEJO
Assessor's Map Bk. 81 Pg. 51
County of Solano, Calif.

95/96

ATTACHMENT 2

Redwood Parkway tax data

2034 REDWOOD PKWY.

On-line Property Information

Assessor's Parcel Number

0081-050-200

California Government code section 6254.21 prohibits the displaying of names and addresses on a government website.

Property Information

Acres	0.86	Exemption	\$0
Lot Size	37,461	Census	2501.020
Tac	7000	Tac No	0
Tac Last Year	7000	Tac Year	0
Recorded Map	14 -0020	Created on	n/a
Created By	Parcel Map	Subdivision -	
Use Code - 1000 - improved sfr properties		Unit - n/a Lot - n/a Block - n/a Sublot - n/a	

Property Characteristics

Quality Class	8.0	Bedrooms	4	1st Floor	3,344
Year Built	2003	Baths	4.5	2nd Floor	1,922
Fireplace	YS	Dining Room	YS	Other Res Area	0
Swimming Pool	None	Family Room	YS	Additional Area	0
No Known Patio	0	Utility Room	YS	Total Res Area	5,266
Central Heating and Air		Other Rooms	2	Factor Addl	0
		Total Rooms	11	Garage Area	774
No Additional Structures				Structure Area	0

Values By Year

	2006/07	2005/06	2004/05	2003/04	2002/03
Status	AC	AC	AC	AC	AC
Tax Area Code	7000	7000	7000	7000	7000
Tac Last Year	7000	7000	7000	7000	7000
Use Code	1000	1000	1000	1100	1100
Exem Status	NA	NA	NA	NA	NA
Full Values					
Land	\$209,502	\$205,394	\$201,367	\$197,676	\$193,800
Improvements	\$665,856	\$652,800	\$640,000	\$375,000	\$0
Trees/Vines	\$0	\$0	\$0	\$0	\$0
Mineral Rights	\$0	\$0	\$0	\$0	\$0
F M & E	\$0	\$0	\$0	\$0	\$0
Personal Prop	\$0	\$0	\$0	\$0	\$0
Penalties	\$0	\$0	\$0	\$0	\$0
Exemptions	\$0	\$0	\$0	\$0	\$0
Total	\$875,358	\$858,194	\$841,367	\$572,676	\$193,800

26 D REDWOOD PKWY.

On-line Property Information

Assessor's Parcel Number

0094-611-570

California Government code section 6254.21 prohibits the displaying of names and addresses on a governmental website.

Property Information

Acres	3.29	Exemption	\$0
Lot Size	143,312	Census	2534.020
Tac	7078	Tac No	328
Tac Last Year	7078	Tac Year	8687
Recorded Map	29 -0093	Created on	n/a
Created By	Parcel Map	Subdivison -	
Use Code - 2100 - improved multiple residential		Unit - n/a Lot - 2 Block - n/a Sublot - n/a	

Property Characterisitcs

No Property Characteristics Information Available

Values By Year

	2006/07	2005/06	2004/05	2003/04	2002/03
Status	AC	AC	AC	AC	AC
Tax Area Code	7078	7078	7078	7078	7078
Tac Last Year	7078	7078	7078	7078	7078
Use Code	2100	2100	2100	2100	2100
Exem Status	NA	NA	NA	NA	NA
Full Values					
Land	\$959,946	\$941,124	\$922,671	\$905,760	\$888,000
Improvements	\$4,823,515	\$4,728,936	\$4,636,212	\$4,551,240	\$4,462,000
Trees/Vines	\$0	\$0	\$0	\$0	\$0
Mineral Rights	\$0	\$0	\$0	\$0	\$0
F M & E	\$0	\$0	\$0	\$0	\$0
Personal Prop	\$0	\$0	\$0	\$0	\$0
Penalties	\$0	\$0	\$0	\$0	\$0
Exemptions	\$0	\$0	\$0	\$0	\$0
Total	\$5,783,461	\$5,670,060	\$5,558,883	\$5,457,000	\$5,350,000

On-line Property Information

Assessor's Parcel Number

0081-181-080

California Government code section 6254.21 prohibits the displaying of names and addresses on a government website

Property Information

Acres	0.25	Exemption	\$0
Lot Size	10,890	Census	2501.020
Tac	7025	Tac No	0
Tac Last Year	7025	Tac Year	0
Recorded Map	37 -0075	Created on	07/27/1979
Created By	Subdivision Map	Subdivison	- WOODRIDGE
Use Code - 1000 - improved sfr properties		Unit - 4 Lot - 23 Block - n/a Sublot - n/a	

Property Characteristics

Quality Class	6.5	Bedrooms	4	1st Floor	1,146
Year Built	1982	Baths	2.5	2nd Floor	700
Fireplace	YS	Dining Room	NO	Other Res Area	0
Swimming Pool	None	Family Room	YS	Additional Area	0
No Known Patio	0	Utility Room	NO	Total Res Area	1,846
Central Heating Only		Other Rooms	0	Factor Addl	0
		Total Rooms	7	Garage Area	457
No Additional Structures				Structure Area	0

Values By Year

	2006/07	2005/06	2004/05	2003/04	2002/03
Status	AC	AC	AC	AC	AC
Tax Area Code	7025	7025	7025	7025	7025
Tac Last Year	7025	7025	7025	7025	7025
Use Code	1000	1000	1000	1000	1000
Exem Status	NA	NA	HO	HO	HO
Full Values					
Land	\$86,700	\$85,000	\$63,589	\$62,424	\$61,200
Improvements	\$397,800	\$390,000	\$244,183	\$239,708	\$235,008
Trees/Vines	\$0	\$0	\$0	\$0	\$0
Mineral Rights	\$0	\$0	\$0	\$0	\$0
F M & E	\$0	\$0	\$0	\$0	\$0
Personal Prop	\$0	\$0	\$0	\$0	\$0
Penalties	\$0	\$0	\$0	\$0	\$0
Exemptions	\$0	\$0	\$7,000	\$7,000	\$7,000
Total	\$484,500	\$475,000	\$300,772	\$295,132	\$289,208

On-line Property Information

Assessor's Parcel Number

0081-181-090

California Government code section 6254.21 prohibits the displaying of names and addresses on a government website

Property Information

Acres	0.17	Exemption	\$7,000
Lot Size	7,405	Census	2501.020
Tac	7025	Tac No	0
Tac Last Year	7025	Tac Year	0
Recorded Map	37 -0075	Created on	07/27/1979
Created By	Subdivision Map	Subdivison -	WOODRIDGE
Use Code -	2100 - improved multiple residential	Unit -	4 Lot - 22 Block - n/a Sublot - n/a

Property Characteristics

Quality Class	6.5	Bedrooms	4	1st Floor	795
Year Built	1981	Baths	2.5	2nd Floor	875
Fireplace	YS	Dining Room	NO	Other Res Area	0
Swimming Pool	None	Family Room	YS	Additional Area	360
No Known Patio	0	Utility Room	NO	Total Res Area	2,030
Central Heating Only		Other Rooms	0	Factor Addl	1
		Total Rooms	7	Garage Area	493
				Structure Area	902

ADDITIONAL LIVING UNIT

Values By Year

	2006/07	2005/06	2004/05	2003/04	2002/03
Status	AC	AC	AC	AC	AC
Tax Area Code	7025	7025	7025	7025	7025
Tac Last Year	7025	7025	7025	7025	7025
Use Code	2100	2100	2100	1000	1000
Exem Status	HO	HO	HO	HO	HO
Full Values					
Land	\$42,923	\$42,081	\$41,256	\$40,500	\$39,706
Improvements	\$239,028	\$234,341	\$229,746	\$141,602	\$138,825
Trees/Vines	\$0	\$0	\$0	\$0	\$0
Mineral Rights	\$0	\$0	\$0	\$0	\$0
F M & E	\$0	\$0	\$0	\$0	\$0
Personal Prop	\$0	\$0	\$0	\$0	\$0
Penalties	\$0	\$0	\$0	\$0	\$0
Exemptions	\$7,000	\$7,000	\$7,000	\$7,000	\$7,000
Total	\$274,951	\$269,422	\$264,002	\$175,102	\$171,531

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On-line Property Information

Assessor's Parcel Number

0081-181-100

California Government code section 6254.21 prohibits the displaying of names and addresses on a government website

Property Information

Acres	0.17	Exemption	\$0
Lot Size	7,405	Census	2501.020
Tac	7025	Tac No	0
Tac Last Year	7025	Tac Year	0
Recorded Map	37 -0075	Created on	07/27/1979
Created By	Subdivision Map	Subdivison - WOODRIDGE	
Use Code - 1000 - improved sfr properties		Unit - 4 Lot - 21 Block - n/a Sublot - n/a	

Property Characteristics

Quality Class	6.5	Bedrooms	3	1st Floor	1,519
Year Built	1981	Baths	2.0	2nd Floor	0
Fireplace	YS	Dining Room	YS	Other Res Area	0
Swimming Pool	None	Family Room	YS	Additional Area	0
No Known Patio	0	Utility Room	NO	Total Res Area	1,519
Central Heating Only		Other Rooms	0	Factor Addl	0
		Total Rooms	7	Garage Area	460
No Additional Structures				Structure Area	0

Values By Year

	2006/07	2005/06	2004/05	2003/04	2002/03
Status	AC	AC	AC	AC	AC
Tax Area Code	7025	7025	7025	7025	7025
Tac Last Year	7025	7025	7025	7025	7025
Use Code	1000	1000	1000	1000	1000
Exem Status	NA	NA	NA	NA	HO
Full Values					
Land	\$63,589	\$62,342	\$61,120	\$60,000	\$54,941
Improvements	\$253,298	\$248,331	\$243,462	\$239,000	\$158,722
Trees/Vines	\$0	\$0	\$0	\$0	\$0
Mineral Rights	\$0	\$0	\$0	\$0	\$0
F M & E	\$0	\$0	\$0	\$0	\$0
Personal Prop	\$0	\$0	\$0	\$0	\$0
Penalties	\$0	\$0	\$0	\$0	\$0
Exemptions	\$0	\$0	\$0	\$0	\$7,000
Total	\$316,887	\$310,673	\$304,582	\$299,000	\$206,663

On-line Property Information

Assessor's Parcel Number

0081-181-110

California Government code section 6254.21 prohibits the displaying of names and addresses on a government website

Property Information

Acres	0.36	Exemption	\$7,000
Lot Size	15,681	Census	2501.020
Tac	7025	Tac No	0
Tac Last Year	7025	Tac Year	0
Recorded Map	37 -0075	Created on	07/27/1979
Created By	Subdivision Map	Subdivison - WOODRIDGE	
Use Code - 1000 - improved sfr properties		Unit - 4 Lot - 20 Block - n/a Sublot - n/a	

Property Characterisitcs

Quality Class	6.5	Bedrooms	4	1st Floor	1,155
Year Built	1982	Baths	2.5	2nd Floor	875
Fireplace	YS	Dining Room	NO	Other Res Area	0
Swimming Pool	None	Family Room	YS	Additional Area	0
No Known Patio	0	Utility Room	NO	Total Res Area	2,030
Central Heating Only		Other Rooms	0	Factor Addl	0
		Total Rooms	7	Garage Area	493
No Additional Structures				Structure Area	0

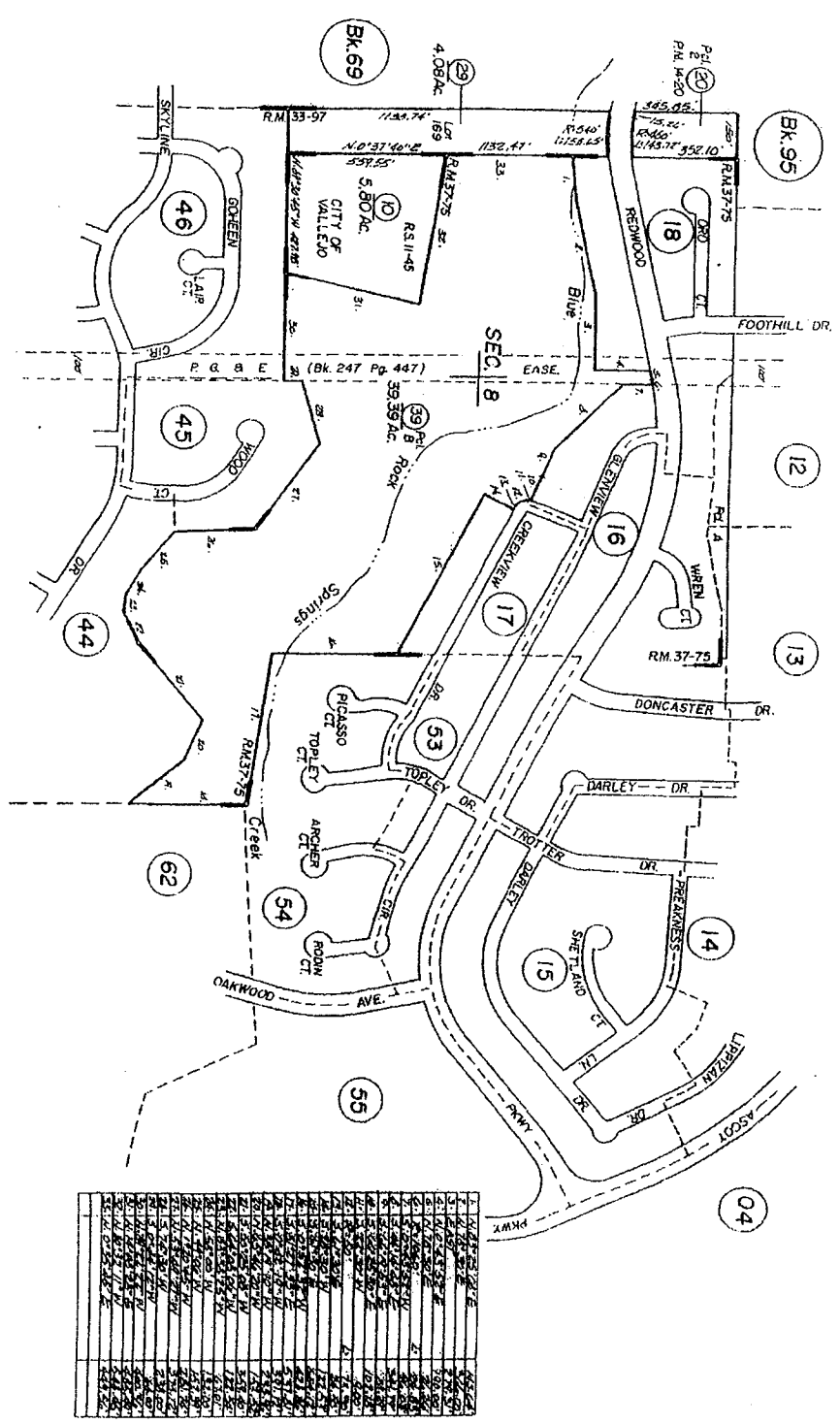
Values By Year

	2006/07	2005/06	2004/05	2003/04	2002/03
Status	AC	AC	AC	AC	AC
Tax Area Code	7025	7025	7025	7025	7025
Tac Last Year	7025	7025	7025	7025	7025
Use Code	1000	1000	1000	1000	1000
Exem Status	HO	HO	HO	HO	HO
Full Values					
Land	\$37,162	\$36,433	\$35,719	\$35,064	\$34,376
Improvements	\$141,212	\$138,443	\$135,728	\$133,240	\$130,627
Trees/Vines	\$0	\$0	\$0	\$0	\$0
Mineral Rights	\$0	\$0	\$0	\$0	\$0
F M & E	\$0	\$0	\$0	\$0	\$0
Personal Prop	\$0	\$0	\$0	\$0	\$0
Penalties	\$0	\$0	\$0	\$0	\$0
Exemptions	\$7,000	\$7,000	\$7,000	\$7,000	\$7,000
Total	\$171,374	\$167,876	\$164,447	\$161,304	\$158,003

POR. SEC. 8, T.3N., R.3W., M.D.B. & M.

Tax Area Code
7000
7025

81-05



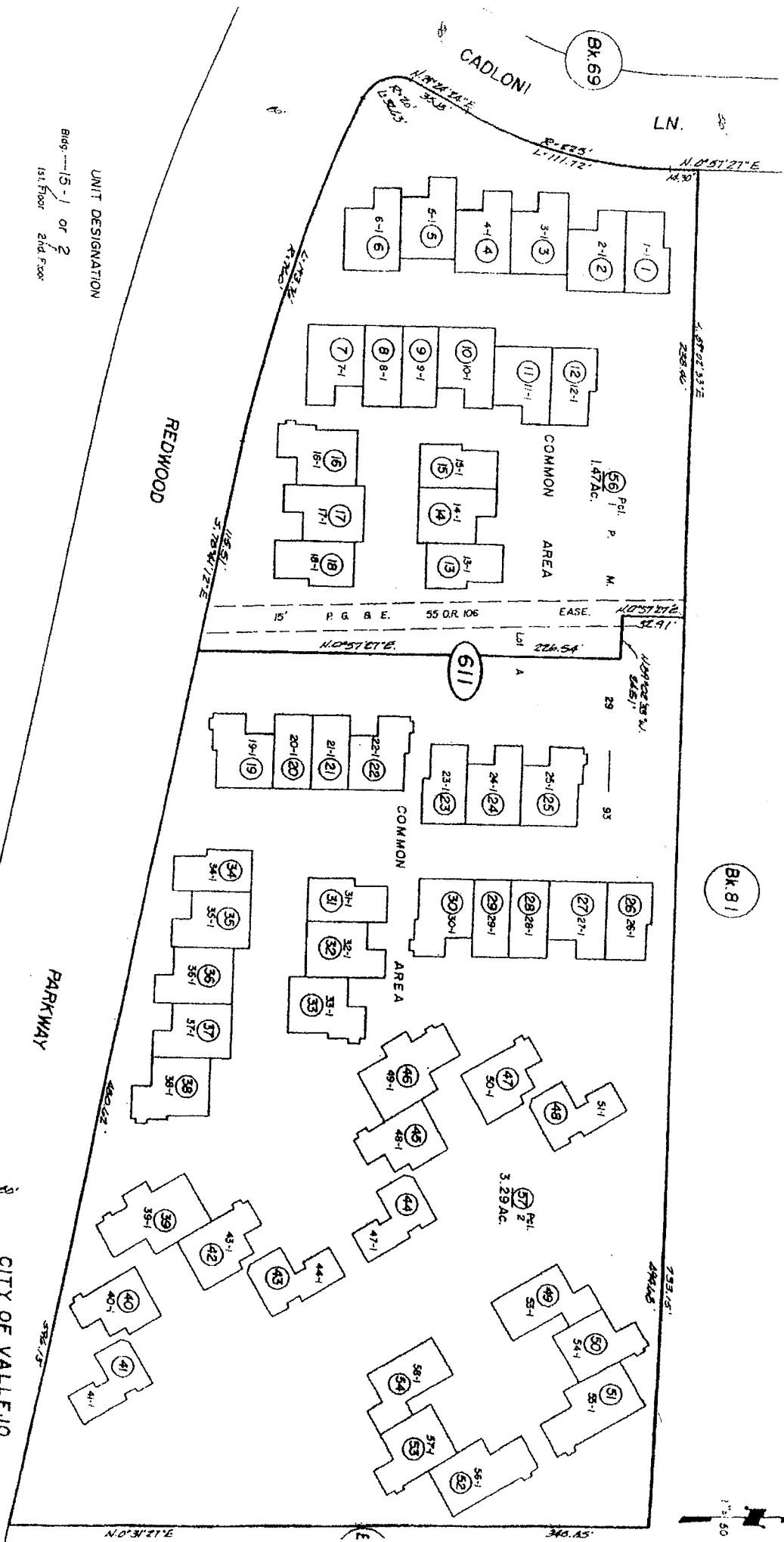
Ridgecrest, Unit No. 4, R.M. Bk. 33 Pg. 97
Woodridge, R.M. Bk. 33 Pg. 97

REV.	DATE	BY
1	1/21/88	BT
2	7/17/88	BT
3	5/20/90	BT
4	5/20/90	BT
5	5/20/90	BT
6	5/20/90	BT
7	5/20/90	BT
8	5/20/90	BT
9	5/20/90	BT
10	5/20/90	BT
11	5/20/90	BT
12	5/20/90	BT
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87	5/20/90	BT
88	5/20/90	BT
89	5/20/90	BT
90	5/20/90	BT
91	5/20/90	BT
92	5/20/90	BT
93	5/20/90	BT
94	5/20/90	BT
95	5/20/90	BT
96	5/20/90	BT
97	5/20/90	BT
98	5/20/90	BT
99	5/20/90	BT
100	5/20/90	BT

NOTE - Assessor's Block Numbers Shown in Ellipses
Assessor's Parcel Numbers Shown in Circles

CITY OF VALLEJO
Assessor's Map Bk. 81 Pg. 05
County of Solano, Calif.

93-04



Redwood Village Condo.

R.D. 810035779

UNIT DESIGNATION
 Bldg. ---(5-1) or 2
 1st Floor 2nd Floor

NO.	DATE	BY	REVISION
1	12-1-78	...	...
2	1-1-79	...	...
3	2-1-79	...	...
4	3-1-79	...	...
5	4-1-79	...	...
6	5-1-79	...	...
7	6-1-79	...	...
8	7-1-79	...	...
9	8-1-79	...	...
10	9-1-79	...	...
11	10-1-79	...	...
12	11-1-79	...	...
13	12-1-79	...	...
14	1-1-80	...	...
15	2-1-80	...	...
16	3-1-80	...	...
17	4-1-80	...	...
18	5-1-80	...	...
19	6-1-80	...	...
20	7-1-80	...	...
21	8-1-80	...	...
22	9-1-80	...	...
23	10-1-80	...	...
24	11-1-80	...	...
25	12-1-80	...	...
26	1-1-81	...	...
27	2-1-81	...	...
28	3-1-81	...	...
29	4-1-81	...	...
30	5-1-81	...	...
31	6-1-81	...	...
32	7-1-81	...	...
33	8-1-81	...	...
34	9-1-81	...	...
35	10-1-81	...	...
36	11-1-81	...	...
37	12-1-81	...	...
38	1-1-82	...	...
39	2-1-82	...	...
40	3-1-82	...	...
41	4-1-82	...	...
42	5-1-82	...	...
43	6-1-82	...	...
44	7-1-82	...	...
45	8-1-82	...	...
46	9-1-82	...	...
47	10-1-82	...	...
48	11-1-82	...	...
49	12-1-82	...	...
50	1-1-83	...	...

NOTE - Assessor's Block Numbers Shown in Ellipses
 Assessor's Parcel Numbers Shown in Circles

CITY OF VALLEJO
 Assessor's Map Bk. 94 Pg. 61
 County of Solano, Calif.

89 00

ATTACHMENT 3

Landmark Drive tax data

1727 LANDMARK

On-line Property Information

Assessor's Parcel Number

0182-211-070

California Government code section 6254.21 prohibits the displaying of names and addresses on a government web site

Property Information

Acres	0.23	Exemption	\$0
Lot Size	10,170	Census	2501.020
Tac	7082	Tac No	337
Tac Last Year	7082	Tac Year	8990
Recorded Map	60 -0054	Created on	04/04/1991
Created By	Subdivision Map	Subdivison	- SKY VALLEY
Use Code - 1000 - improved sfr properties		Unit - 2 Lot - 112 Block - n/a Sublot - n/a	

Property Characteristics

Quality Class	8.0	Bedrooms	6	1st Floor	1,893
Year Built	2002	Baths	4.5	2nd Floor	2,068
Fireplace	YS	Dining Room	YS	Other Res Area	0
Swimming Pool	None	Family Room	YS	Additional Area	0
No Known Patio	0	Utility Room	YS	Total Res Area	3,961
Central Heating and Air		Other Rooms	2	Factor Addl	0
		Total Rooms	13	Garage Area	694
No Additional Structures				Structure Area	0

Values By Year

	2006/07	2005/06	2004/05	2003/04	2002/03
Status	AC	AC	AC	AC	AC
Tax Area Code	7082	7082	7082	7082	7082
Tac Last Year	7082	7082	7082	7082	7082
Use Code	1000	1000	1000	1000	1000
Exem Status	NA	NA	NA	NA	NA
Full Values					
Land	\$178,368	\$174,871	\$171,442	\$168,300	\$153,000
Improvements	\$510,350	\$500,343	\$490,532	\$481,542	\$339,300
Trees/Vines	\$0	\$0	\$0	\$0	\$0
Mineral Rights	\$0	\$0	\$0	\$0	\$0
F M & E	\$0	\$0	\$0	\$0	\$0
Personal Prop	\$0	\$0	\$0	\$0	\$0
Penalties	\$0	\$0	\$0	\$0	\$0
Exemptions	\$0	\$0	\$0	\$0	\$0
Total	\$688,718	\$675,214	\$661,974	\$649,842	\$492,300

LIVING SPACE : $3961 \div 10,170 = 38.95\%$
 FIRST FLOOR : $1893 \div 10,170 = 18.61\%$

* 1735 LANDMARK

On-line Property Information

Assessor's Parcel Number

0182-211-060

California Government code section 6254.21 prohibits the displaying of names and addresses on a government website

Property Information

Acres	0.19	Exemption	\$0
Lot Size	8,332	Census	2501.020
Tac	7082	Tac No	337
Tac Last Year	7082	Tac Year	8990
Recorded Map	60 -0054	Created on	04/04/1991
Created By	Subdivision Map	Subdivison	SKY VALLEY
Use Code - 1000 - improved sfr properties		Unit - 2 Lot - 113 Block - n/a Sublot - n/a	

Property Characteristics

Quality Class	8.0	Bedrooms	4	1st Floor	1,540
Year Built	2002	Baths	2.5	2nd Floor	1,757
Fireplace	YS	Dining Room	YS	Other Res Area	0
Swimming Pool	None	Family Room	YS	Additional Area	0
No Known Patio	0	Utility Room	YS	Total Res Area	3,297
Central Heating and Air		Other Rooms	2	Factor Addl	0
		Total Rooms	11	Garage Area	699
No Additional Structures				Structure Area	0

Values By Year

	2006/07	2005/06	2004/05	2003/04	2002/03
Status	AC	AC	AC	AC	AC
Tax Area Code	7082	7082	7082	7082	7082
Tac Last Year	7082	7082	7082	7082	7082
Use Code	1000	1000	1000	1000	1000
Exem Status	NA	NA	NA	NA	NA
Full Values					
Land	\$189,179	\$185,470	\$181,833	\$178,500	\$153,000
Improvements	\$352,088	\$345,184	\$338,416	\$332,214	\$269,600
Trees/Vines	\$0	\$0	\$0	\$0	\$0
Mineral Rights	\$0	\$0	\$0	\$0	\$0
F M & E	\$0	\$0	\$0	\$0	\$0
Personal Prop	\$0	\$0	\$0	\$0	\$0
Penalties	\$0	\$0	\$0	\$0	\$0
Exemptions	\$0	\$0	\$0	\$0	\$0
Total	\$541,267	\$530,654	\$520,249	\$510,714	\$422,600

LOT COVERAGE: $3297 \div 8332 = 39.57\%$
 FIRST FLOOR: $1540 \div 8332 = 18.48\%$

* 1743 LANDMARK

On-line Property Information

Assessor's Parcel Number
0182-211-050

California Government code section 6254.21 prohibits the displaying of names and addresses on a government website.

Property Information			
Acres	0.20	Exemption	\$7,000
Lot Size	8,983	Census	2501.020
Tac	7082	Tac No	337
Tac Last Year	7082	Tac Year	8990
Recorded Map	60 -0054	Created on	04/04/1991
Created By	Subdivision Map	Subdivison	- SKY VALLEY
Use Code - 1000 - improved sfr properties		Unit - 2 Lot - 114 Block - n/a Sublot - n/a	

Property Characteristics					
Quality Class	8.0	Bedrooms	4	1st Floor	1,540
Year Built	2002	Baths	2.5	2nd Floor	1,757
Fireplace	YS	Dining Room	YS	Other Res Area	0
Swimming Pool	Concrete	Family Room	YS	Additional Area	0
No Known Patio	0	Utility Room	YS	Total Res Area	3,297
Central Heating and Air		Other Rooms	3	Factor Addl	0
		Total Rooms	12	Garage Area	699
No Additional Structures				Structure Area	0

Values By Year	2006/07	2005/06	2004/05	2003/04	2002/03
Status	AC	AC	AC	AC	AC
Tax Area Code	7082	7082	7082	7082	7082
Tac Last Year	7082	7082	7082	7082	7082
Use Code	1000	1000	1000	1000	1000
Exem Status	HO	HO	HO	HO	NA
Full Values					
Land	\$180,170	\$176,637	\$173,174	\$170,000	\$153,000
Improvements	\$411,364	\$403,298	\$381,390	\$374,400	\$279,600
Trees/Vines	\$0	\$0	\$0	\$0	\$0
Mineral Rights	\$0	\$0	\$0	\$0	\$0
F M & E	\$0	\$0	\$0	\$0	\$0
Personal Prop	\$0	\$0	\$0	\$0	\$0
Penalties	\$0	\$0	\$0	\$0	\$0
Exemptions	\$7,000	\$7,000	\$7,000	\$7,000	\$0
Total	\$584,534	\$572,935	\$547,564	\$537,400	\$432,600

LOT COVERAGE: $3297 \div 8983 = 36.70\%$
 FIRST FLOOR: $1540 \div 8983 = 17.14\%$

1751 LANDMARK

On-line Property Information

Assessor's Parcel Number

0182-211-040

California Government code section 6254.21 prohibits the displaying of names and addresses on a government website.

Property Information

Acres	0.19	Exemption	\$0
Lot Size	8,644	Census	2501.020
Tac	7082	Tac No	337
Tac Last Year	7082	Tac Year	8990
Recorded Map	60 -0054	Created on	04/04/1991
Created By	Subdivision Map	Subdivison	- SKY VALLEY
Use Code	- 1000 - improved sfr properties	Unit	- 2 Lot - 115 Block - n/a Sublot - n/a

Property Characteristics

Quality Class	8.0	Bedrooms	4	1st Floor	1,540
Year Built	2002	Baths	2.5	2nd Floor	1,757
Fireplace	YS	Dining Room	YS	Other Res Area	0
Swimming Pool	None	Family Room	YS	Additional Area	0
No Known Patio	0	Utility Room	YS	Total Res Area	3,297
Central Heating and Air		Other Rooms	2	Factor Addl	0
No Additional Structures		Total Rooms	11	Garage Area	699
				Structure Area	0

Values By Year

	2006/07	2005/06	2004/05	2003/04	2002/03
Status	AC	AC	AC	AC	AC
Tax Area Code	7082	7082	7082	7082	7082
Tac Last Year	7082	7082	7082	7082	7082
Use Code	1000	1000	1000	1000	1000
Exem Status	NA	NA	NA	NA	NA
Full Values					
Land	\$204,000	\$200,000	\$181,833	\$178,500	\$153,000
Improvements	\$637,500	\$625,000	\$352,132	\$345,678	\$269,600
Trees/Vines	\$0	\$0	\$0	\$0	\$0
Mineral Rights	\$0	\$0	\$0	\$0	\$0
F M & E	\$0	\$0	\$0	\$0	\$0
Personal Prop	\$0	\$0	\$0	\$0	\$0
Penalties	\$0	\$0	\$0	\$0	\$0
Exemptions	\$0	\$0	\$0	\$0	\$0
Total	\$841,500	\$825,000	\$533,965	\$524,178	\$422,600

Lot COVER: $3297 \div 8644 = 38.14\%$
 FIRST FLOOR: $1540 \div 8644 = 17.82\%$

On-line Property Information

* 1759
LANDMARK

Assessor's Parcel Number

0182-211-030

California Government code section 6254.21 prohibits the displaying of names and addresses on a government website

Property Information

Acres	0.19	Exemption	\$0
Lot Size	8,556	Census	2501.020
Tac	7082	Tac No	337
Tac Last Year	7082	Tac Year	8990
Recorded Map	60 -0054	Created on	04/04/1991
Created By	Subdivision Map	Subdivison	- SKY VALLEY
Use Code - 1000 - improved sfr properties		Unit - 2 Lot - 116 Block - n/a Sublot - n/a	

Property Characteristics

Quality Class	8.0	Bedrooms	4	1st Floor	2,549
Year Built	2001	Baths	2.5	2nd Floor	0
Fireplace	YS	Dining Room	YS	Other Res Area	0
Swimming Pool	None	Family Room	YS	Additional Area	0
No Known Patio	0	Utility Room	YS	Total Res Area	2,549
Central Heating and Air		Other Rooms	0	Factor Addl	0
		Total Rooms	9	Garage Area	617
No Additional Structures				Structure Area	0

Values By Year

	2006/07	2005/06	2004/05	2003/04	2002/03
Status	AC	AC	AC	AC	AC
Tax Area Code	7082	7082	7082	7082	7082
Tac Last Year	7082	7082	7082	7082	7082
Use Code	1000	1000	1000	1000	1000
Exem Status	NA	NA	NA	NA	NA
Full Values					
Land	\$167,558	\$164,273	\$161,052	\$158,100	\$153,000
Improvements	\$299,226	\$293,359	\$287,607	\$282,336	\$207,600
Trees/Vines	\$0	\$0	\$0	\$0	\$0
Mineral Rights	\$0	\$0	\$0	\$0	\$0
F M & E	\$0	\$0	\$0	\$0	\$0
Personal Prop	\$0	\$0	\$0	\$0	\$0
Penalties	\$0	\$0	\$0	\$0	\$0
Exemptions	\$0	\$0	\$0	\$0	\$0
Total	\$466,784	\$457,632	\$448,659	\$440,436	\$360,600

LOT COVER : $2549 \div 8556 = 29.79\%$
 FIRST FLOOR : - SAME -

1767 LANDMARK

On-line Property Information

Assessor's Parcel Number

0182-211-020

California Government code section 6254.21 prohibits the displaying of names and addresses on a government website

Property Information

Acres	0.19	Exemption	\$7,000
Lot Size	8,467	Census	2501.020
Tac	7082	Tac No	337
Tac Last Year	7082	Tac Year	8990
Recorded Map	60 -0054	Created on	04/04/1991
Created By	Subdivision Map	Subdivison	- SKY VALLEY
Use Code - 1000 - improved sfr properties		Unit - 2 Lot - 117 Block - n/a Sublot - n/a	

Property Characteristics

Quality Class	8.0	Bedrooms	4	1st Floor	1,540
Year Built	2002	Baths	2.5	2nd Floor	1,757
Fireplace	YS	Dining Room	YS	Other Res Area	0
Swimming Pool	None	Family Room	YS	Additional Area	0
No Known Patio	0	Utility Room	YS	Total Res Area	3,297
Central Heating and Air		Other Rooms	3	Factor Addl	0
		Total Rooms	12	Garage Area	699
No Additional Structures				Structure Area	0

Values By Year

	2006/07	2005/06	2004/05	2003/04	2002/03
Status	AC	AC	AC	AC	AC
Tax Area Code	7082	7082	7082	7082	7082
Tac Last Year	7082	7082	7082	7082	7082
Use Code	1000	1000	1000	1000	1000
Exem Status	HO	HO	HO	HO	NA
Full Values					
Land	\$189,179	\$185,470	\$181,833	\$178,500	\$153,000
Improvements	\$404,085	\$396,162	\$388,394	\$381,276	\$254,600
Trees/Vines	\$0	\$0	\$0	\$0	\$0
Mineral Rights	\$0	\$0	\$0	\$0	\$0
F M & E	\$0	\$0	\$0	\$0	\$0
Personal Prop	\$0	\$0	\$0	\$0	\$0
Penalties	\$0	\$0	\$0	\$0	\$0
Exemptions	\$7,000	\$7,000	\$7,000	\$7,000	\$0
Total	\$586,264	\$574,632	\$563,227	\$552,776	\$407,600

LOT COVER: $3297 \div 8467 = 38.94\%$
 FIRST FLOOR: $1540 \div 8467 = 18.19\%$

* 1775 LANDMARK

On-line Property Information

Assessor's Parcel Number

0182-211-010

California Government code section 6254.21 prohibits the displaying of names and addresses on a government website

Property Information

Acres	0.19	Exemption	\$7,000
Lot Size	8,379	Census	2501.020
Tac	7082	Tac No	337
Tac Last Year	7082	Tac Year	8990
Recorded Map	60 -0054	Created on	04/04/1991
Created By	Subdivision Map	Subdivison	- SKY VALLEY
Use Code - 1000 - improved sfr properties		Unit - 2 Lot - 118 Block - n/a Sublot - n/a	

Property Characteristics

Quality Class	8.0	Bedrooms	4	1st Floor	2,669
Year Built	2001	Baths	2.5	2nd Floor	0
Fireplace	YS	Dining Room	YS	Other Res Area	0
Swimming Pool	None	Family Room	YS	Additional Area	0
No Known Patio	0	Utility Room	YS	Total Res Area	2,669
Central Heating and Air		Other Rooms	1	Factor Addl	0
		Total Rooms	10	Garage Area	485
No Additional Structures				Structure Area	0

Values By Year

	2006/07	2005/06	2004/05	2003/04	2002/03
Status	AC	AC	AC	AC	AC
Tax Area Code	7082	7082	7082	7082	7082
Tac Last Year	7082	7082	7082	7082	7082
Use Code	1000	1000	1000	1000	1000
Exem Status	HO	HO	HO	HO	NA
Full Values					
Land	\$189,179	\$185,470	\$181,833	\$178,500	\$175,000
Improvements	\$281,389	\$275,872	\$270,463	\$265,506	\$194,500
Trees/Vines	\$0	\$0	\$0	\$0	\$0
Mineral Rights	\$0	\$0	\$0	\$0	\$0
F M & E	\$0	\$0	\$0	\$0	\$0
Personal Prop	\$0	\$0	\$0	\$0	\$0
Penalties	\$0	\$0	\$0	\$0	\$0
Exemptions	\$7,000	\$7,000	\$7,000	\$7,000	\$0
Total	\$463,568	\$454,342	\$445,296	\$437,006	\$369,500

LOT COVER: $2669 \div 8379 = 31.85\%$
 FIRST FLOOR: - SAME -

1783 LANDMARK

On-line Property Information

Assessor's Parcel Number

0182-202-030

California Government code section 6254.21 prohibits the displaying of names and addresses on a government website

Property Information

Acres	0.19	Exemption	\$0
Lot Size	8,291	Census	2501.020
Tac	7082	Tac No	337
Tac Last Year	7082	Tac Year	8990
Recorded Map	60 -0054	Created on	04/04/1991
Created By	Subdivision Map	Subdivison - SKY VALLEY	
Use Code - 1000 - improved sfr properties		Unit - 2 Lot - 119 Block - n/a Sublot - n/a	

Property Characterisitcs

Quality Class	8.0	Bedrooms	4	1st Floor	1,540
Year Built	2001	Baths	2.5	2nd Floor	1,757
Fireplace	YS	Dining Room	YS	Other Res Area	0
Swimming Pool	None	Family Room	YS	Additional Area	0
No Known Patio	0	Utility Room	YS	Total Res Area	3,297
Central Heating and Air		Other Rooms	2	Factor Addl	0
		Total Rooms	11	Garage Area	699
No Additional Structures				Structure Area	0

Values By Year

	2006/07	2005/06	2004/05	2003/04	2002/03
Status	AC	AC	AC	AC	AC
Tax Area Code	7082	7082	7082	7082	7082
Tac Last Year	7082	7082	7082	7082	7082
Use Code	1000	1000	1000	1000	1000
Exem Status	NA	NA	HO	HO	HO
Full Values					
Land	\$208,080	\$204,000	\$181,833	\$178,500	\$175,000
Improvements	\$602,392	\$590,580	\$385,381	\$378,318	\$370,900
Trees/Vines	\$0	\$0	\$0	\$0	\$0
Mineral Rights	\$0	\$0	\$0	\$0	\$0
F M & E	\$0	\$0	\$0	\$0	\$0
Personal Prop	\$0	\$0	\$0	\$0	\$0
Penalties	\$0	\$0	\$0	\$0	\$0
Exemptions	\$0	\$0	\$7,000	\$7,000	\$7,000
Total	\$810,472	\$794,580	\$560,214	\$549,818	\$538,900

LOT COVER: $3297 \div 8291 = 39.77\%$
 FIRST FLOOR: $1540 \div 8291 = 18.57\%$

179) LANDMARK

On-line Property Information

Assessor's Parcel Number
0182-202-020

California Government code section 6254.21 prohibits the displaying of names and addresses on a government website

Property Information			
Acres	0.18	Exemption	\$7,000
Lot Size	8,202	Census	2501.020
Tac	7082	Tac No	337
Tac Last Year	7082	Tac Year	8990
Recorded Map	60 -0054	Created on	04/04/1991
Created By	Subdivision Map	Subdivison - SKY VALLEY	
Use Code - 1000 - improved sfr properties		Unit - 2 Lot - 120 Block - n/a Sublot - n/a	

Property Characteristics					
Quality Class	8.0	Bedrooms	4	1st Floor	2,681
Year Built	2001	Baths	2.5	2nd Floor	0
Fireplace	YS	Dining Room	YS	Other Res Area	0
Swimming Pool	None	Family Room	YS	Additional Area	0
No Known Patio	0	Utility Room	YS	Total Res Area	2,681
Central Heating and Air		Other Rooms	1	Factor Addl	0
No Additional Structures		Total Rooms	10	Garage Area	485
				Structure Area	0

Values By Year					
	2006/07	2005/06	2004/05	2003/04	2002/03
Status	AC	AC	AC	AC	AC
Tax Area Code	7082	7082	7082	7082	7082
Tac Last Year	7082	7082	7082	7082	7082
Use Code	1000	1000	1000	1000	1000
Exem Status	HO	HO	HO	NA	NA
Full Values					
Land	\$211,965	\$207,809	\$203,734	\$200,000	\$175,000
Improvements	\$360,341	\$353,275	\$346,348	\$340,000	\$297,400
Trees/Vines	\$0	\$0	\$0	\$0	\$0
Mineral Rights	\$0	\$0	\$0	\$0	\$0
F M & E	\$0	\$0	\$0	\$0	\$0
Personal Prop	\$0	\$0	\$0	\$0	\$0
Penalties	\$0	\$0	\$0	\$0	\$0
Exemptions	\$7,000	\$7,000	\$5,600	\$0	\$0
Total	\$565,306	\$554,084	\$544,482	\$540,000	\$472,400

LOT COVER = 2681 ÷ 8202 = 32.69%

FIRST FLOOR: - SAME -

* 1799 LANDMARK

On-line Property Information

Assessor's Parcel Number

0182-202-010

California Government code section 6254.21 prohibits the displaying of names and addresses on a government website

Property Information

Acres	0.32	Exemption	\$7,000
Lot Size	14,199	Census	2501.020
Tac	7082	Tac No	337
Tac Last Year	7082	Tac Year	8990
Recorded Map	60 -0054	Created on	04/04/1991
Created By	Subdivision Map	Subdivison	SKY VALLEY
Use Code - 1000 - improved sfr properties		Unit - 2 Lot - 121 Block - n/a	Sublot - n/a

Property Characterisitcs

Quality Class	8.0	Bedrooms	4	1st Floor	1,695
Year Built	2002	Baths	3.5	2nd Floor	1,870
Fireplace	YS	Dining Room	YS	Other Res Area	0
Swimming Pool	None	Family Room	YS	Additional Area	0
No Known Patio	0	Utility Room	YS	Total Res Area	3,565
Central Heating and Air		Other Rooms	2	Factor Addl	0
No Additional Structures		Total Rooms	11	Garage Area	694
				Structure Area	0

Values By Year

	2006/07	2005/06	2004/05	2003/04	2002/03
Status	AC	AC	AC	AC	AC
Tax Area Code	7082	7082	7082	7082	7082
Tac Last Year	7082	7082	7082	7082	7082
Use Code	1000	1000	1000	1000	1000
Exem Status	HO	HO	HO	HO	NA
Full Values					
Land	\$208,080	\$204,000	\$187,028	\$183,600	\$178,500
Improvements	\$520,200	\$510,000	\$410,422	\$402,900	\$285,000
Trees/Vines	\$0	\$0	\$0	\$0	\$0
Mineral Rights	\$0	\$0	\$0	\$0	\$0
F M & E	\$0	\$0	\$0	\$0	\$0
Personal Prop	\$0	\$0	\$0	\$0	\$0
Penalties	\$0	\$0	\$0	\$0	\$0
Exemptions	\$7,000	\$7,000	\$7,000	\$7,000	\$0
Total	\$721,280	\$707,000	\$590,450	\$579,500	\$463,500

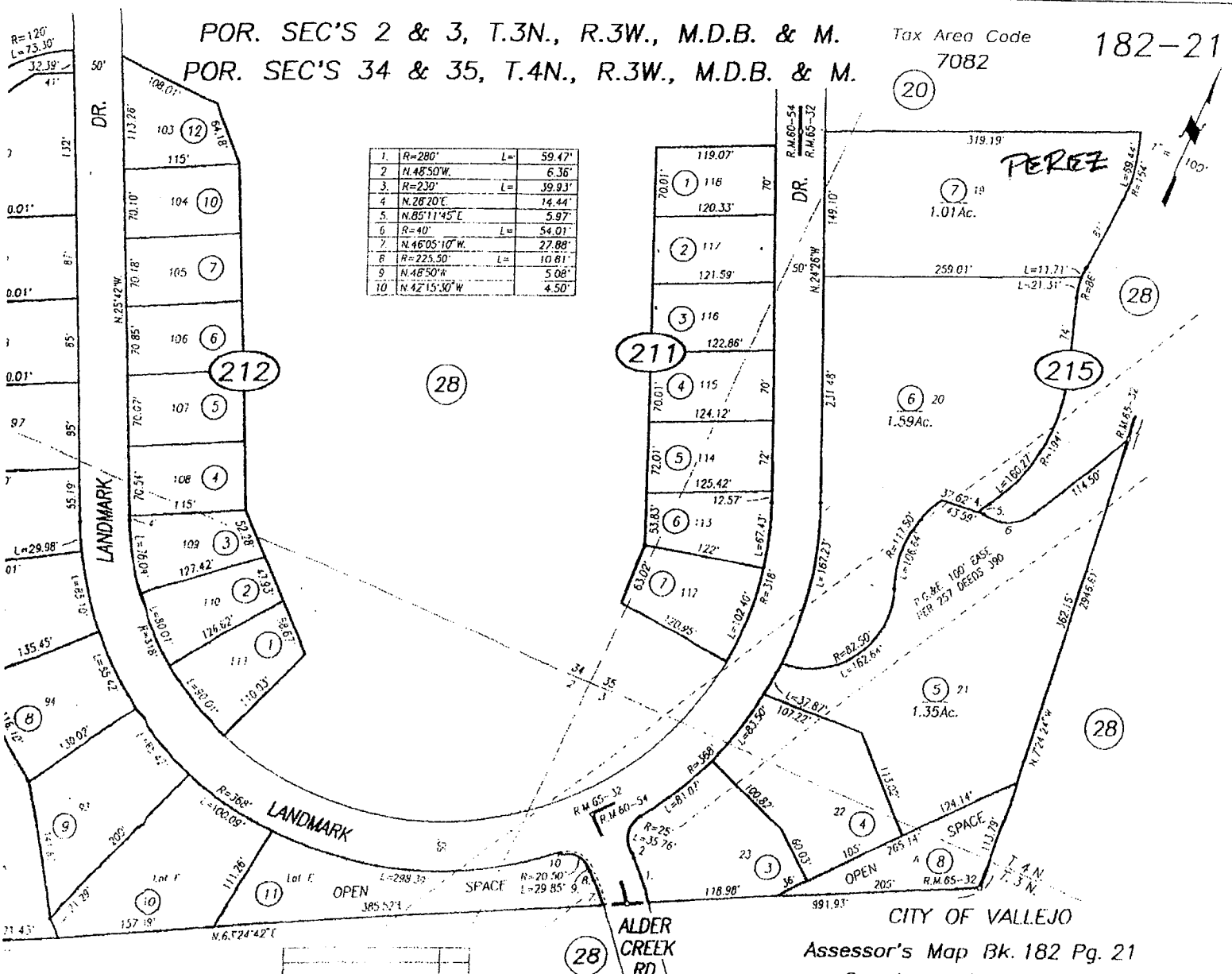
LOT COVER: $3565 \div 14,199 = 25.11\%$
 FIRST FLOOR: $1695 \div 14,199 = 11.94\%$

POR. SEC'S 2 & 3, T.3N., R.3W., M.D.B. & M.
 POR. SEC'S 34 & 35, T.4N., R.3W., M.D.B. & M.

Tax Area Code
7082

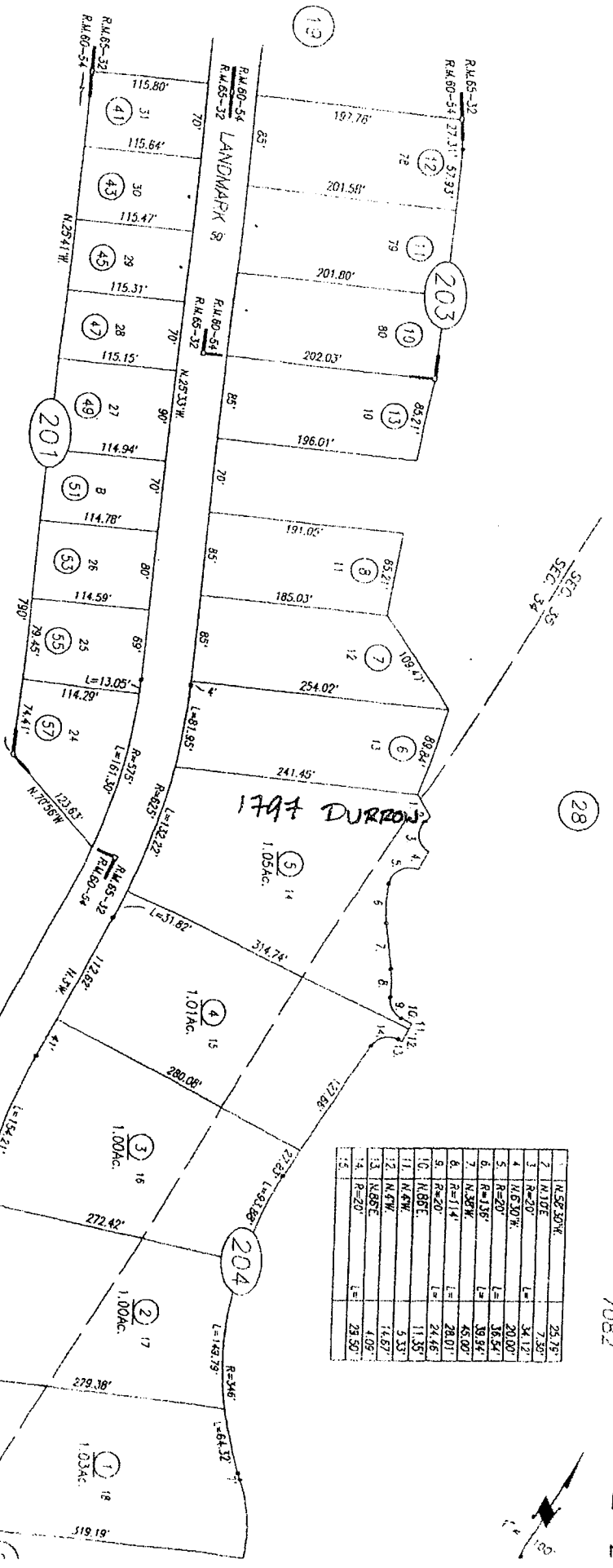
182-21

1.	R=280'	L=	59.47'
2.	N.48°50'W.	L=	6.36'
3.	R=230'	L=	39.93'
4.	N.28°20'E	L=	14.44'
5.	N.85°11'45"E	L=	5.97'
6.	R=40'	L=	54.01'
7.	N.46°05'10"W.	L=	27.88'
8.	R=225.50'	L=	10.81'
9.	N.48°50'W	L=	5.08'
10.	N.42°15'50"W	L=	4.50'



213-11 Chg (D)	9-28-04	SE
Chg. Sd Names	1-3-00	FG

NOTE: Assessor's Block Numbers Shown in Ellipses



Lot	Area	Area	Area
1	N.58.30'W.	25.75'	
2	N.11.05'	7.39'	
3	R=20'	34.12'	
4	N.6.20'W.	20.00'	
5	R=20'	38.54'	
6	R=156'	30.94'	
7	N.38'W.	45.00'	
8	R=14'	28.01'	
9	R=20'	24.46'	
10	N.65'E.	11.35'	
11	N.6'W.	5.33'	
12	N.6'W.	14.87'	
13	N.65'E.	4.09'	
14	R=20'	23.50'	
15			

Sky Valley Unit No. 2, R.M. Bk. 60 Pg. 54
 Sky Valley Unit No. 2A, R.M. Bk. 65 Pg. 32

Orig. SI Number	1-3-00	75
201-41,63,65,77,81		
53,55,57 Orig. 00		
201-42,44,46,48,50		
52,54,56,58 Orig. 04	6-21-95	75
REVISION	DATE	BY

NOTE: This map is for assessment purposes only and is not for the intent of interpreting legal boundary rights, zoning regulations and/or legality of land division laws.

NOTE: Assessor's Block Numbers Shown in Ellipses
 Assessor's Parcel Numbers Shown in Circles

CITY OF VALLEJO
 Assessor's Map Bk. 182 Pg. 20
 County of Solano, Calif.
 01/02
 1976: Sierra County Assessor

ATTACHMENT 4

Hiddenbrooke custom home tax data

2300 BENNINGTON

On-line Property Information

Assessor's Parcel Number

0182-163-030

California Government code section 6254.21 prohibits the displaying of names and addresses on a government website.

Property Information

Acres	0.33	Exemption	\$0
Lot Size	14,762	Census	2522.020
Tac	7082	Tac No	337
Tac Last Year	7082	Tac Year	8990
Recorded Map	35 -0063	Created on	n/a
Created By	Parcel Map	Subdivison -	
Use Code - 1000 - improved sfr properties		Unit - n/a Lot - 3 Block - n/a Sublot - n/a	

Property Characteristics

Quality Class	9.0	Bedrooms	4	1st Floor	2,469
Year Built	2006 ✓	Baths	4.0	2nd Floor	2,250
Fireplace	YS	Dining Room	YS	Other Res Area	0
Swimming Pool	None	Family Room	YS	Additional Area	0
No Known Patio	0	Utility Room	YS	Total Res Area	4,719
Central Heating and Air		Other Rooms	1	Factor Addl	0
		Total Rooms	10	Garage Area	807
No Additional Structures				Structure Area	0

Values By Year

	2006/07	2005/06	2004/05	2003/04	2002/03
Status	AC	AC	AC	AC	AC
Tax Area Code	7082	7082	7082	7082	7082
Tac Last Year	7082	7082	7082	7082	7082
Use Code	1000	1000	1100	1100	1100
Exem Status	NA	NA	NA	NA	NA
Full Values					
Land	\$164,832	\$161,600	\$130,000	\$58,452	\$57,306
Improvements	\$600,000	\$60,000	\$0	\$0	\$0
Trees/Vines	\$0	\$0	\$0	\$0	\$0
Mineral Rights	\$0	\$0	\$0	\$0	\$0
F M & E	\$0	\$0	\$0	\$0	\$0
Personal Prop	\$0	\$0	\$0	\$0	\$0
Penalties	\$0	\$0	\$0	\$0	\$0
Exemptions	\$0	\$0	\$0	\$0	\$0
Total	\$764,832	\$221,600	\$130,000	\$58,452	\$57,306

RECENTLY BUILT (LOT COMPARABLE SIZE TO 1799 LANDMARK)

LOT: 31.97%
1ST FL: 16.73%

2: B BENNINGTON

On-line Property Information

Assessor's Parcel Number

0182-163-050

California Government code section 6254.21 prohibits the displaying of names and addresses on a government website

Property Information

Acres	0.30	Exemption	\$7,000
Lot Size	13,147	Census	2522.020
Tac	7082	Tac No	337
Tac Last Year	7082	Tac Year	8990
Recorded Map	35 -0063	Created on	n/a
Created By	Parcel Map	Subdivison -	
Use Code - 1000 - improved sfr properties		Unit - n/a Lot - 1 Block - n/a Sublot - n/a	

Property Characteristics

Quality Class	8.0	Bedrooms	4	1st Floor	1,720
Year Built	2005	Baths	4.0	2nd Floor	1,793
Fireplace	YS	Dining Room	YS	Other Res Area	0
Swimming Pool	None	Family Room	YS	Additional Area	0
No Known Patio	0	Utility Room	YS	Total Res Area	3,513
Central Heating and Air		Other Rooms	1	Factor Addl	0
		Total Rooms	10	Garage Area	787
No Additional Structures				Structure Area	0

Values By Year

	2006/07	2005/06	2004/05	2003/04	2002/03
Status	AC	AC	AC	AC	AC
Tax Area Code	7082	7082	7082	7082	7082
Tac Last Year	7082	7082	7082	7082	7082
Use Code	1000	1100	1100	1100	1100
Exem Status	HO	NA	NA	NA	NA
Full Values					
Land	\$154,778	\$135,076	\$132,427	\$130,000	\$96,237
Improvements	\$680,000	\$0	\$0	\$0	\$0
Trees/Vines	\$0	\$0	\$0	\$0	\$0
Mineral Rights	\$0	\$0	\$0	\$0	\$0
F M & E	\$0	\$0	\$0	\$0	\$0
Personal Prop	\$0	\$0	\$0	\$0	\$0
Penalties	\$0	\$0	\$0	\$0	\$0
Exemptions	\$7,000	\$0	\$0	\$0	\$0
Total	\$827,778	\$135,076	\$132,427	\$130,000	\$96,237

RECENTLY BUILT
(LOT SIZE SAME RANGE
AS 1799 LANDMARK)

LOT: 26.72%
1ST FL: 13.08%

2306 BROADLEIGH

On-line Property Information

Assessor's Parcel Number

0182-163-070

California Government code section 6254.21 prohibits the displaying of names and addresses on a government website

Property Information

Acres	0.54	Exemption	\$0
Lot Size	23,802	Census	2522.020
Tac	7082	Tac No	337
Tac Last Year	7082	Tac Year	8990
Recorded Map	35-0064	Created on	08/14/1978
Created By	Parcel Map	Subdivison - MARIS INDUSTRIAL PARK	
Use Code - 1000 - improved sfr properties		Unit - n/a Lot - 2 Block - n/a Sublot - n/a	

Property Characteristics

Quality Class	8.0	Bedrooms	5	1st Floor	3,275
Year Built	2003	Baths	4.0	2nd Floor	1,727
Fireplace	YS	Dining Room	YS	Other Res Area	0
Swimming Pool	None	Family Room	YS	Additional Area	0
No Known Patio	0	Utility Room	YS	Total Res Area	5,002
Central Heating and Air		Other Rooms	2	Factor Addl	0
		Total Rooms	12	Garage Area	856
No Additional Structures				Structure Area	0

Values By Year

	2006/07	2005/06	2004/05	2003/04	2002/03
Status	AC	AC	AC	AC	AC
Tax Area Code	7082	7082	7082	7082	7082
Tac Last Year	7082	7082	7082	7082	7082
Use Code	1000	1000	1000	1100	1100
Exem Status	NA	NA	NA	NA	NA
Full Values					
Land	\$123,153	\$120,738	\$118,371	\$116,202	\$113,924
Improvements	\$733,074	\$647,700	\$635,000	\$0	\$0
Trees/Vines	\$0	\$0	\$0	\$0	\$0
Mineral Rights	\$0	\$0	\$0	\$0	\$0
F M & E	\$0	\$0	\$0	\$0	\$0
Personal Prop	\$0	\$0	\$0	\$0	\$0
Penalties	\$0	\$0	\$0	\$0	\$0
Exemptions	\$0	\$0	\$0	\$0	\$0
Total	\$856,227	\$768,438	\$753,371	\$116,202	\$113,924

RECENTLY BUILT CUSTOM
 < COMPARE TO SUBJECT - 1/2 LOT SIZE >

LOT: 21.02%
 1ST FL: 13.76%

2310 BROADLEIGH

On-line Property Information

Assessor's Parcel Number
0182-163-080

California Government code section 6254.21 prohibits the displaying of names and addresses on a government website

Property Information			
Acres	0.63	Exemption	\$0
Lot Size	27,684	Census	2522.020
Tac	7082	Tac No	337
Tac Last Year	7082	Tac Year	8990
Recorded Map	35 -0064	Created on	08/14/1978
Created By	Parcel Map	Subdivison -	MARIS INDUSTRIAL PARK
Use Code -	1000 - improved sfr properties	Unit -	n/a Lot - 3 Block - n/a Sublot - n/a

Property Characteristics					
Quality Class	8.0	Bedrooms	4	1st Floor	3,314
Year Built	2003	Baths	3.5	2nd Floor	1,808
Fireplace	YS	Dining Room	YS	Other Res Area	0
Swimming Pool	None	Family Room	YS	Additional Area	0
No Known Patio	0	Utility Room	YS	Total Res Area	5,122
Central Heating and Air		Other Rooms	1	Factor Addl	0
No Additional Structures		Total Rooms	10	Garage Area	728
				Structure Area	0

Values By Year					
	2006/07	2005/06	2004/05	2003/04	2002/03
Status	AC	AC	AC	AC	AC
Tax Area Code	7082	7082	7082	7082	7082
Tac Last Year	7082	7082	7082	7082	7082
Use Code	1000	1000	1000	1000	1100
Exem Status	NA	NA	NA	NA	NA
Full Values					
Land	\$190,380	\$186,647	\$182,987	\$160,000	\$109,242
Improvements	\$634,644	\$622,200	\$610,000	\$264,000	\$0
Trees/Vines	\$0	\$0	\$0	\$0	\$0
Mineral Rights	\$0	\$0	\$0	\$0	\$0
F M & E	\$0	\$0	\$0	\$0	\$0
Personal Prop	\$0	\$0	\$0	\$0	\$0
Penalties	\$0	\$0	\$0	\$0	\$0
Exemptions	\$0	\$0	\$0	\$0	\$0
Total	\$825,024	\$808,847	\$792,987	\$424,000	\$109,242

RECENTLY BUILT CUSTOM < 0.63 vs 1.01 ac. >

LOT: 18.50%
1ST FL: 11.97%

309 PINNACLE POINT

On-line Property Information

Assessor's Parcel Number	0182-162-060
California Government code <u>section 6254.21</u> prohibits the displaying of names and addresses on a government website	

Property Information			
Acres	0.37	Exemption	\$7,000
Lot Size	16,433	Census	2522.020
Tac	7082	Tac No	337
Tac Last Year	7082	Tac Year	8990
Recorded Map	35 -0062	Created on	n/a
Created By	Parcel Map	Subdivison -	
Use Code - 1000 - improved sfr properties		Unit - n/a Lot - 4 Block - n/a Sublot - n/a	

Property Characteristics			
Quality Class	8.5	Bedrooms	4
Year Built	2004	Baths	3.0
Fireplace	YS	Dining Room	YS
Swimming Pool	None	Family Room	YS
No Known Patio	0	Utility Room	YS
Central Heating and Air		Other Rooms	2
		Total Rooms	11
No Additional Structures		1st Floor	2,043
		2nd Floor	1,647
		Other Res Area	0
		Additional Area	0
		Total Res Area	3,690
		Factor Addl	0
		Garage Area	691
		Structure Area	0

Values By Year					
	2006/07	2005/06	2004/05	2003/04	2002/03
Status	AC	AC	AC	AC	AC
Tax Area Code	7082	7082	7082	7082	7082
Tac Last Year	7082	7082	7082	7082	7082
Use Code	1000	1000	1000	1100	1100
Exem Status	HO	HO	NA	NA	NA
Full Values					
Land	\$178,500	\$175,000	\$108,102	\$106,121	\$104,040
Improvements	\$622,200	\$610,000	\$330,000	\$0	\$0
Trees/Vines	\$0	\$0	\$0	\$0	\$0
Mineral Rights	\$0	\$0	\$0	\$0	\$0
F M & E	\$0	\$0	\$0	\$0	\$0
Personal Prop	\$0	\$0	\$0	\$0	\$0
Penalties	\$0	\$0	\$0	\$0	\$0
Exemptions	\$7,000	\$7,000	\$0	\$0	\$0
Total	\$793,700	\$778,000	\$438,102	\$106,121	\$104,040

RECENTLY BUILT / COMPARABLE LOT TO 1799 LANDMARK

LOT: 22.45%
1ST FL: 12.43%

ATTACHMENT 5

**Planning Department letter
re: proposed lot split**

[REDACTED]

November 7, 2003

Re: Preliminary Review - proposed Minor Subdivision at 1797 Durrow Court, Lot 14
in Hiddenbrooke; APN 0182-204-050

Dear Mr. [REDACTED]:

The City of Vallejo has completed the Preliminary Review of your proposal for a Parcel Map to split a 1.05 acre site into two parcels. One parcel is proposed to contain 0.55 acres, while the other parcel would contain 0.50 acres. Unfortunately the Planning Division cannot support the proposed subdivision for the following reasons.

1. The intent of the Hiddenbrooke Specific Plan is to have a wide range of lot sizes for single family homes. There are already a very limited number of large custom single family home lots in Hiddenbrooke that are at least one acre or larger. This proposal would serve to reduce this number even more.
2. The proposal is not in conformance with the land use designations in the Hiddenbrooke Specific Plan. The Hiddenbrooke Specific Plan identifies the area that this lot is located in as "SD", which allows custom or semi-custom single family homes. Subdividing this one acre site into two lots would serve to limit this site from being developed in the future with a one large custom single family home. The City would like to see this site be developed in the future with one large custom single family home.
3. Allowing this lot to be subdivided would set an unwanted precedent in Hiddenbrooke. If the City supported this request, other land owners would submit similar applications in the future requesting approval to subdivide their custom lots into smaller lots.

We hope this letter provides direction that will assist you in determining whether or not a Parcel Map application will be filed in the future.

Sincerely,

Rod Barger
Senior Planner

Vallejo Planning Commission Minutes
March 19, 2007

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

B. The pledge of allegiance to the flag was recited.

C. ROLL CALL:

Present: Commissioners McConnell, Manning, Legalos, Turley, Salvadori, Peterman.

Absent: Engelman.

D. APPROVAL OF THE MINUTES.

None.

E. CONSENT CALENDAR AND APPROVAL OF THE AGENDA

1. Upcoming Special Meeting of Tuesday, March 20, 2007, 7:00 PM

a. Draft Inclusionary Housing Ordinance, continued from March 19, 2007.

Item E1 was pulled from the Consent Calendar by Don Hazen and placed as a Public Hearing Item K1. The special meeting of Tuesday, March 20, 2007 at 7:00 PM was canceled by a unanimous vote of the Commission. As modified Consent Calendar and Agenda were unanimously approved on a motion by Commissioner Peterman.

F. REPORT OF THE SECRETARY

1. Upcoming Meeting of Monday, April 2, 2007

a. Site Development 06-0045 for a single-family home in the Residential View District located at 516 Hichborn Street

b. Tentative Map 07-0004 to create two parcels for commercial development on Mare Island

G. CITY ATTORNEY REPORT

Claudia Quintana: You have a memo in front of you dealing with general procedures and actions that you can take at public hearings. That is just for your general reference.

H. COMMUNITY FORUM

None.

I. REPORT OF THE PRESIDING OFFICER AND COMMISSIONERS

Commissioner Salvadori: I met with the Economic Development Commission this past Thursday concerning the activities going on, on Mare Island. It was a constructive meeting with the Commission. David Cates is the Chair of that Commission. They had a motion, which carried that put the responsibility of the ad hoc committee within the purview of the Retention and Recruitment Committee of the Economic Development Commission. They sounded anxious and excited about getting involved. They are going to take the recommendations that the Planning Commission had made to the City Council about the make up of that committee under consideration. They will discuss this at their next scheduled meeting in April. I wrote a letter to the Mayor, at the request of the Planning Commission, asking the Mayor, the Liaison to the Planning Commission and the Chair of the Economic Development Commission to join us at our meeting of May 21,

2007 to discuss with us what they had planned to do. Councilmember Bartee was very supportive and vocal about the need for such a committee. I was very encouraged.

J. LIAISON REPORTS

1. Council Liaison to Planning Commission
None.
2. Planning Commission Liaison to City Council
None.

K. PUBLIC HEARINGS

1. Inclusionary Housing Ordinance – *Continued from the meeting of February 21, 2007.*

Jeff Dennis, President, Solano Association of Realtors: I am here to comment on the staff report to the Planning Commission on the Inclusionary Housing Ordinance, commonly referred to as Inclusionary Zoning. My primary purpose here is to request that the Planning Commission take a step back in the process of drafting and approving this Ordinance.

There are several reasons for this request not the least of which is to address the inaccuracies of the report. More importantly it is to allow us to work with a broad coalition of stakeholders in this City including real estate professionals, City staff, housing advocates, developers, as well as potential recipients of the benefits of such a program, and the public in general. The due diligence needed to craft an effective program that will actually meet the needs expressed by the City Council, that due diligence has not been done.

First the inaccuracies. While a small point, the organization I represent is the Solano Association of Realtors. What's in a name? Well, as trade organizations CAR and NAR spend millions of dollars defending the trademarked Realtor designation. Yes, we think it is important.

Additionally, we are typified as being supportive of the Ordinance with suggested revisions. That is a mischaracterization of our position. We are in favor of affordable home ownership, as demonstrated by our local contribution of \$30,000 towards a down payment assistance program with a matching contribution for CAR, that's \$60,000 to help low to moderate income families achieve true homeownership.

In the Alternative Options section of the report under Allowing Equity Share Deferred Mortgage, it is suggested that local realtors object to the restricted sales price because it limits commissions. This is patently not the case. We are concerned with property rights and feel that an arbitrary limitation of appreciation is a disincentive to maintaining and improving the property to the detriment of all. We are also concerned with the property rights of those owners who wish to sell to developers, who could be damaged by an ordinance that would impose expensive requirements thus impacting the value of the property. Developers too, who have already purchased property, will ex post facto be subject to this new law with added expense. These costs will be passed on to consumers who will pay more for housing, thus defeating the purpose.

Again, our position is to take the time to examine the alternatives, look at the various plans that have worked and those that have not and draft an Ordinance that will meet our City's home ownership needs.

- 2. Planned Development 06-0018** for a new custom home in Hiddenbrooke located at 1757 Durrow Ct. Proposed CEQA Action: Exempt. *Continued from the meeting of February 5, 2007.*

Staff recommends **approval** based on the findings and conditions.

Marcus Adams: Good evening Commissioners. Tonight we will consider a proposal for a new single-family custom home located within the Hiddenbrooke community. *Marcus did a PowerPoint Presentation. He showed a vicinity map. He showed a site plan of the building and structures located on the lot and the curved driveway. He showed a picture of the subject site. He showed the subject site with the existing custom home next door. There are three custom homes that have been approved by the Planning Division. He referenced a memo with revisions to lot coverages, which is going to be a key component in tonight's discussion. He showed other pictures of the surrounding lots. He showed a picture of the homes across the street on Landmark Drive. Normally a custom home would follow the Planned Development Unit Plan procedure which would be a staff level decision. Before the plans even come to Planning they must go to the Hiddenbrooke Architectural Review Committee for approval. In this case we were going to do the staff level process but we discovered that they were also going to need a minor exception because of encroachment into a side yard setback. They went through the minor exception process and we re-advertised the project. Staff became aware of community opposition to the minor exception and the project itself. If we can tell that it is likely the project will go to the appeal level we just go ahead and bring it to the Commission usually with a recommendation. The applicant withdrew his minor exception application and reconfigured so that he did not need the minor exception. You are going to hear lots of figures tonight. This was a tough application for staff to get a handle on the figures. Staff looks at what the County says the lot square footage is and what the building square footage is. This project is 14,000 square feet. It could be living space, habitable space, or covered space. We look at the massing the scale and the setbacks. Staff does not distinguish between the habitable and non-habitable area. We looked at the Hiddenbrooke Specific Plan and the Hiddenbrooke Design Guidelines. Because Hiddenbrooke is a Planned Development it is exempt from the Infill Standards. There are goals and findings that staff has to make and that was the basis for staff's recommendation tonight. There are two goals that staff felt they did not meet. Staff did not notice a great degree of difference in the slope of the homes that have been built and the home in the project tonight. Staff looked at the immediate neighborhood. We focused on the custom lots and not the production lots. This project is on a lot designated custom so we focused on the custom homes. We did not use the Hiddenbrooke community at large nor did we use custom homes throughout Vallejo. Any questions?*

Don Hazen: I would like to supplement what Mr. Adams was saying to clarify the staff recommendation. The resolution in your packet is for approval. It does not specify a square footage. That is something we would like the Planning Commission to consider this evening. I would draw your attention to the previous staff report which contains all the facts and findings to support the resolution. Page 9 gives you a sliding scale of various lot coverages. The staff recommendation is approximately 7.3% lot coverage. That would equate to roughly a first floor square footage of 3200. Staff recommends approval, what we would like the Commission

to consider tonight is at what square footage you would like to implement that recommendation.

Commissioner Peterman: When HARC looked at the plan did they make a recommendation at that time?

Marcus Adams: A representative of HARC is here tonight and they could probably better answer that. I believe the first proposal the Perez family brought to them was not approved and they asked them to come back with some changes. At that time we told them it looked a little large and was going to be an uphill battle. They did revise the plans and HARC did approve their proposal. When looking at the sliding square footages instead of looking at page 9 of the staff report look at the memo which has the most recent and revised figures.

Commissioner Peterman: My other concern is that tonight when we got here we got this incredibly thick document which I believe is from the applicant. We got here we had Commission business to discuss and things to do and it is very difficult to find time to read this. I doubt that I could have done it if I had gotten here at 6:00. It seems if it is really important to them they might entertain a continuance until we can really read it.

Chairperson Legalos: I have to agree with Commission Peterman. This document is 51 pages long. There is no way I could have read this document if I had gotten here at 6:30.

Commissioner Salvadori: I also agree with the Chair and Commissioner Peterman. It is difficult to get a thick document, especially on an intense item, and know you are not going to get an opportunity to look at it. I am a little confused about the inhabited and un-inhabited square footage. The pool is enclosed. Could you, in a simple form, talk to me about the actual inhabitable space? Then talk about the un-inhabitable space and what that is in terms of usage and what it is in terms of square footage.

Marcus Adams: Of course the habitable space is the bedrooms, bathrooms, and those types of area. The non-livable space would include stairways, terraces, some of the verandas, the garage breezeway, the entryway, the non-habitable areas. Roughly 2000 to 3000 square feet would be breezeways, terraces, etc. 11,000 square feet is what is covered if you took a bird's eye view and look down on the project. The 14,000 would represent anything covered and non-covered.

Commissioner Salvadori: So anything that has a foundation would be included in the 14,000. The 11,000 does not include the breezeway and the pool.

Commissioner Salvadori: I think you have made it simple but I want to be sure. 11,754 square feet is truly living space. Is that right?

Marcus Adams: No. It would also include the stairs, for instance. They are under the covered area so that would be included. The garages are part of the lot coverage area. They are not considered living area but we do consider them in lot coverage calculation. In this case there is some living space above the garages.

Don Hazen: I would like to also add, staff when we talk about the 11,000, we do not call that living space we call it building square footage. We view the building as area under a roof, typically with enclosed walls. The Zoning Ordinance just talks about building square footage not habitable vs non-habitable. The public will look at everything and at the mass.

Commissioner Salvadori: If there was a gazebo attached to the building would that be considered as a part of the 11,000?

Marcus Adams: The gazebo here is detached but we did calculate that as part of the lot coverage because it is a structure.

Commissioner McConnell: When you reviewed these plans did you give any specific considerations to sight lines that would be impacted by surrounding houses?

Marcus Adams: We did give some consideration to the sight lines because that was brought up by the neighbors as far as loss of sunlight and those types of things. That was not a major consideration in our recommendation as far as views being blocked.

Commissioner McConnell: Your recommendation is for a smaller home due in part to the sight lines of the neighbors.

Marcus Adams: I would not say it was due to the sight lines, no.

Commissioner McConnell: Maybe you can explain your specific recommendation as to why the footprint should be smaller than what the applicant is proposing.

Marcus Adams: The reason for that is that we looked at the current development trend for the custom lots there. It is a small trend, only three homes, but you have to start somewhere. You have to have a base. The average lot coverages are all under 10%. You have one here that is a low of 17% and a high of 19%. That is almost double the existing lot coverages on the existing custom lots. We looked at neighborhood character and neighborhood consistency.

Commissioner McConnell: Hiddenbrooke was developed with multiple neighborhoods with multiple concepts. When you say neighborhood are you restricting that to the immediate surrounding area or are you thinking of the entire Hiddenbrooke valley?

Marcus Adams: We are looking at the immediate neighborhood. Even though Hiddenbrooke is a community they are distinctive neighborhoods. They are defined by themselves, separately.

Commissioner McConnell: This is oriented to the custom lots in the subdivision that it is located in right?

Marcus Adams: Yes and the custom homes within this subdivision.

Commissioner McConnell: HARC says they are confident that the home is well designed and correctly sized and is well within the setbacks. Thought it is currently the largest custom home in Hiddenbrooke it is in no way out of scale for a custom home on a lot this size.

Marcus Adams: I would say that is consistent with our findings. It is larger than the other custom homes that have been built but I would have to say that I do not disagree with Ms. Clark.

Commissioner McConnell: The applicant has brought in a model of this home. Have you seen this model before?

Marcus Adams: I have not. It was not at the community meeting that we had that was hosted by the applicant and his attorney.

Commissioner McConnell: Is this model consistent with what is being proposed to us this evening?

Marcus Adams: I will not comment on that because I have not seen the model.

Don Hazen: We do not want to give the impression that our analysis is all about the numbers either. Neighborhood compatibility is such an illusive thing. You don't really know when you have it. That is the purpose of the public hearings. There is so much more than just numbers. We struggled to come up with some measure of neighborhood compatibility. I did not want to leave you with an over emphasis on the numbers.

Commissioner McConnell: I appreciate that because I am not really a number kind of guy. When you look at this model is the architecture consistent with the Hiddenbrooke design?

Don Hazen: My personal opinion is that the building design, irrespective of the size, has very good form, variations, and helps break up the mass. In the end you have to make a decision on the building envelope. From an architectural standpoint I believe that building meets the architectural objectives of Hiddenbrooke. I believe HARC approved that design as well.

Commissioner McConnell: Have you checked to see if the architecture can be preserved if the size is reduced?

Don Hazen: That would be a decision on the applicant. If you keep the same proportions and you shrink it, it is possible. It is the applicant's decision if that is something they can live with or not.

The Commission took a five minute break to look at the model.

Commissioner Turley: This house is twice as large as the other houses on Durrow Court. That being the case perhaps the average square footage in a Vallejo subdivision today is about 3500.

Marcus Adams: Average for production homes?

Commissioner Turley: Yes.

Marcus Adams: I would say that is on the high side the average is in the mid 2400 – 2500.

Commissioner Turley: Let's say 2500 then. If there was a subdivision where the builder had a lot and he wanted to build a house there for his mother. Would you allow him to build a 5,000 square foot house?

Marcus Adams: No, not in a subdivision of production homes. In all areas of Vallejo, except for Planned Developments, we have infill standards.

Commissioner McConnell: I am trying to read through the memo of the applicant's council. I am assuming that you have not had a chance to read that either.

Marcus Adams: I was able to read through that, yes.

Commissioner McConnell: On page 3, paragraph 3, he argues that the proposed design is approximately 9,568 square feet. Do you agree with that contention?

Marcus Adams: We did not calculate the living square footage. I do not agree or disagree with that statement.

Commissioner McConnell: He also make the argument that the footprint is 18.84% of the living space of 21.74%. Have you had a chance to take a position on that?

Marcus Adams: My latest figures show 18.6. He is 18.8. I would not argue over .02%.

Commissioner McConnell: You are not attempting to say that this is an infill development are you?

Marcus Adams: It is an infill development but the infill standards that normally apply to other communities in Vallejo are not applicable here. We cannot say that they have to be consistent with homes within a 200 foot radius. Considering that this is an infill situation in a subdivision that has already been approved and we have some homes being built there that we use the same process of reviewing it as far as consistency with existing custom homes and what has been approved.

Commissioner McConnell: You are saying it is an infill project.

Marcus Adams: Yes.

Don Hazen: There is not a regulatory standard that you have to apply to determine the appropriate square footage of this home. When we are referring to the infill standards, those are regulatory standards that are in place outside of Hiddenbrooke. They do not apply to this application. The only issue that we are bringing forward on this home is, at what point does a home become incompatible with the surrounding neighborhood. There is not a regulatory standard for that. This is very subjective. We are putting you in a difficult position tonight, I understand. That is really the only issue for discussion.

Commissioner McConnell: I appreciate the clarification. Council makes the argument that Landmark homes have lot coverage of 35% of the lot. The Perez design is only covering 21.74%. Have you had a chance to analyze the correctness of that argument?

Marcus Adams: You are saying that the production homes have average lot coverage of 35.1%. If you take the production homes then obviously this is a lower lot coverage than the production homes. Is that a fair comparison? Can you compare production homes to custom homes? I would not disagree that the lot coverages for the production homes are high.

Commissioner McConnell: Is it staff's position that custom homes should be different than production homes?

Marcus Adams: My position when we reviewed this is that custom homes should be reviewed individually and that is different than the production homes regarding such things as lot coverage and what have you.

Don Hazen: The numbers that are presented by the attorney representing the applicant appear that they are focusing on the discrepancy in the Assessor's tax role vs what they believe is out there. When staff did their research they went strictly off the building records that we have. It is unlikely that we will ever agree on the exact numbers because there is so many numbers to calculate on. That is our response to this packet. We could certainly sit and refute every little thing but the issue is still can you arrive at a size home that meets with the surrounding neighborhood. Also, we would expect the lot coverage on production homes to be higher than the custom lots. We have not compared apples and oranges. When you walk down the street what is the street scene you see? Production homes are expected to have a higher coverage because the lots are much smaller.

Commissioner Salvadori: The model was helpful to me and hopefully to others. My concern about the comments about the neighborhood as it exists today are a matter of timing. Of the eight lots that are up there three are built on. This is the fourth. If this were the first one built then it would be totally compatible. The others would be looked at as substantially smaller. I do not know that we have applications for the other four lots that are not built. If we got four that were of similar size and scale to this project, once again the neighborhood would be of this size and scale and those that were smaller would be the unusual ones. I do not know that we have enough comparisons to say this is substantially larger. It only happens to be substantially larger than the first three that were built. I think the letter from HARC is substantive to me. They seem to like the proposal. I do think it is questionable to say the neighborhood has a certain characteristic when less than half the lots on just that street have been developed.

Chairperson Legalos: This is an interesting project. To look at the mass of the structure I would say that it is out of scale but as Commissioner Salvadori pointed out and the letter from HARC pointed out this could actually be an asset. This could set the trend for the remaining four lots to be much larger, much more expensive homes. It is not a cut and dried situation. It is not easy to decide. I do think though that it is not about numbers. There are lots of ways. We could debate these numbers for another hour and I do not think it would do much to help decide on this. I think it is more a matter of appearance. Again, I think Commissioner Salvadori's points are well taken.

Claudia Quintana: I was just going to suggest that you open the Public Hearing. We are sort of diving into the decision making process.

Commissioner Legalos opened the Public Hearing.

Jamie Clark, 1215 Wildwing Lane, Vallejo: Member of HARC for 5 years. I'm going to start by giving you some background and summary of the HARC approval process. The Perez's presented their application on 12/4/04. The process for custom homes is usually a 3-step process, preliminary through final approval including landscaping. HARC met with the Perez's 5 times over a 2-year period. During this time HARC required the Perez's to reduce the size and exterior footprint, including eliminating some exterior patio spaces. They did. HARC required that they lower the overall height of the house, as well as cascade the home down the hillside, to break up the mass as well as mitigate the view from the houses below. They did. HARC required that they design their landscaping in such a way as to shield the up-slope view, while providing privacy to both the home and outdoor living spaces, as well as the homes below. HARC also required that they landscape in such a way as to create a natural sound barrier due to the fact that the production homes were downhill. They did. HARC required that they take an decorative architectural elements such as trims, cornices, balustrades, ironwork and

stonework, and bring them to all sides of the home, so that the house was well designed and architecturally interesting from any angle. They did.

HARC reached a unanimous decision on 6/23/06. A final approval letter was written and forwarded to the City of Vallejo for their follow up.

Our guidelines encourage variations on the many architectural styles in our valley, specifically to encourage individuality while creating outstanding architectural designs that compliment the community. HARC strongly believes that the Perez home is an outstanding architectural design, which will integrate with our community while raising the quality of design and construction of all custom homes to come later. Simply put, the Perez home raises the bar for all custom homes out here in Hiddenbrooke. There are three other custom homes currently in process, one on Durrow Court, and two on Bennington and HARC is reviewing those plans to make sure that they reach up to the level established by the Perez home.

HARC feels confident that the Perez home is well designed for the topography, correctly sized, and situated on its lot, and will within the setbacks. Although it may currently be the largest custom home proposed for Hiddenbrooke, it is in no way out of scale or design for a custom home on a lot this size.

Having a home of this quality, caliber, and design cannot help but raise the value of the production homes around it. We recommend that the Planning Commission approve the Perez house as presented.

Margaret Kristoff: My thanks to the planning Commission and the Planning Division of the Vallejo Development Services Department for giving me the opportunity to speak tonight about my family's opposition and concerns about the proposed plans to build a single family home at 1757 Durrow Court. We live directly across from the lot, and are very upset at how this proposed building complex will affect our quality of life and property value. I want to express my surprise at finding myself speaking against the plans of future neighbors in my community, and that we were following the process of responding to the notification of the proposed plans from the City. We were never contacted directly by the Perez family nor the Hiddenbrooke Architectural Review Committee about our thoughts or concerns about the proposed plans. Although the members of HARC are residents of Hiddenbrooke they do not live in the impact zone. We have not opposed any of the other custom homes currently under construction on Durrow Court. The propose structure of livable and non-livable space is huge and would sprawl down a beautiful hillside, and it does not fit into the aesthetics of the neighborhood. It certainly does not fit in with the other custom homes currently being built on the hillside of Durrow Court. The size will affect the natural lighting of our street and home, as well as the view of the hillside. We have all wondered what the intent of the complex is. It certainly appears to be inconsistent with a single family home plan. Will it be used as a business office? Will More than one family be residing there? Who will be staying in the guest suites and for how long? Will there be multiple families and/or renters living in this complex at one time? Where will these "visitors" park? Where will they enter the home? Our concerns are that this will increase traffic, noise and cars parked on our street to gain easy access to the lower levels of the house. It seems there is potential for use for this structure other than for a single family.

We are also very upset that there are proposed sport courts and a swimming pool directly across the street from our home. Because the house comes so far down the hill their backyard is in our front yard. We would see these structures and hear the noise from their use from our bedrooms and our courtyard. There are all much used living spaces in our home. I am very concerned that if we were to put our

house on the market, that it would not sell because of the noise from the sports areas and the size and aesthetic of a huge building sprawling down the hillside. Who would want to buy a new home that is across the street from a complex that sprawls down the entire hillside and has more than one noisy sports area?

We've been looking forward to the tasteful development of the custom lots on this very beautiful hillside in Hiddenbrooke that will enhance our community, and hope that the Planning Commission will intervene and help to maintain the natural beauty of this area and also to take into consideration the quality of the life of the immediate neighbors of this proposed structure. Thanks for considering my concerns and opposition to the currently proposed building and sports facilities.

Eric Nelson: I would like to first take a moment to thank all in attendance from the Planning Commission and Planning Division. Thank you for your time this evening, but more importantly, thank you for doing your due diligence in this important matter. I would like to provide you with the fact that my wife and I are here tonight because we reside almost directly across the street from the proposed Perez residence. I want to echo other comments made by my neighbors that are also speaking in agreement with the Planning Division recommendation. Speaking as a family directly in the impact zone of this proposed residence, we are disappointed that this matter has escalated to this level. I would suggest that much of this could have been avoided had the HARC made contact with families living in the impact zone. Instead HARC, in my opinion, did just the opposite. HARC never made an attempt to inform us of their consideration or approval of this project. I am aware of the controversial content. We are here tonight to oppose this project. I would like to note that we have not stepped forward to oppose any other projects built on the custom lots of Durrow Court. It is my feeling that the other projects have been tastefully planned and are compatible with neighboring units. As stated in the HARC specific-plans, residential units shall be compatible with neighboring units in terms of architectural design and scale. We find this proposed project to be inconsistent relative to design and scale, with an emphasis on the overall scale. In fact I find it grossly incompatible with the scale of comparable units. The 1st floor square footage is 290% larger than the average 1st floor square footage of the other homes on Durrow Court. The total building square footage is 230% larger than the same. This is using the revised figures for square footage. I would suggest that this is not a single family home, but a sprawling compound with the revised lot coverage of nearly 195. This is highly inconsistent for our neighborhood with the average custom lot coverage being 5.3%. For us, this is not a simple matter of looking across the street at the front of another home. This is a matter of this sprawling compound being built down the entire slope of the lot. By this structure being built on this slope the visual impact to neighbors looking from the front of their home is significant. We will be impacted by the total vertical elevation. Other custom lots on Durrow Court have similar slopes, in fact the Perez's lot is sloped less than neighboring lots, and yet the other builders have managed to design tasteful homes of appropriate proportions. It is important with the entire home being publicly visible, that it settle gracefully into its site. I do not believe this to be the case for the Perez design. We feel that this behemoth structure will be a neighborhood eyesore, adversely affecting not only the quality of our lives, but also our personal investment in our homes. In conclusion, we, the three households directly impacted are asking you, the Planning Commission, to accept the recommendations of the Planning Division. Thank you for your time and consideration of this matter.

Lena Nelson: Good evening. I would like to thank the Planning Commission and the Planning Division for taking the time to hear our concerns tonight. I am here tonight to voice my strong opposition to the proposed Perez residence.

Unfortunately the HARC failed to inform us before approving this massive project. In fact the first time we heard about this project was from the City. No one else made any effort or attempt to check with us, the people who are going to be impacted the most, before approving this project. There was one meeting that was announced by the Perez's on 2/22/07. We were informed about this meeting by the City not the Perez family in the late afternoon the day before. We did not know what the meeting was about or the purpose of it. During this meeting it was suggested by the Perez Attorney and the contractor that we were misinformed relative to the square footage of the property. It is my opinion that the City did its job properly. The attorney was trying to make a point about the habitable vs non habitable square footage. Frankly this makes no difference to us. All that we are going to be looking at is the bulk and massiveness of the house across the street from us. All we will see from across the street is the total mass. It is going to affect the quality of our life in several different ways. Our concerns are: The size of the house is not consistent with the rest of the custom homes in our neighborhood. The Hiddenbrooke Specific Plan, on page 27, says that residential units shall be compatible with neighboring units in terms of architectural design and scale. It is our understanding that the Perez's area suggesting that the Planning Commission should use all custom and non-custom lots within Hiddenbrooke, as well as homes outside of Hiddenbrooke as comparative data. It is our contention that due to the custom lot design, location, and a unique grade or slope, our housing development is separate and distinctive and that it is appropriate to limit the comparative data to the custom lots on Durrow. We are concerned that the structures will be used for multiple families housing including renting or business. Living directly across we are concerned about the noise from the basketball court and swimming pool and that it is going to affect our daily living.

It is my understanding that when the Perez's initially submitted their plans to the City they were cautioned by the City that the plans would be an uphill battle for approval based on the size of the project. With this said, the Perez's continued without modifications of any kind. In conclusion, I am please asking you to hear us out and please help us maintain a beautiful neighborhood. A neighborhood that is consistent with other custom built home in which we have welcomed and not had any issues with. We ask that you please accept the recommendations of the Planning Division. Thank you.

Lynn Hundred: I am a neighbor who is between Margaret and Larry. The HARC meeting that was held a couple weeks ago did not invite us. Not all neighbor's affected were invited to the meeting. I am concerned about the massive complex that this project purports. My main concern is the multiple guest quarters, traffic and noise and the view from our bedrooms. Night lighting is a concern too. There will be lights on the stairs and the gardens. This just shows how absolutely monolithic this is. It does not fit in with any custom home on Durrow Court. It does not fit in with any of the homes on Landmark Drive that we live in. Please support the Planning Divisions proposal. Keep the homes consistent. Thank you.

Larry Seamer: It is interesting to note how many of us are saying we live directly across from this project. That is how big it is. I want to speak to the size and how it fills up the lot. There is only one other house in all of Hiddenbrooke that comes close to this. That house is on a 166,000 square foot lot. That is four times larger than the lot this house is on. Those aren't just numbers, that has real impact. The other homes around that house are set back from that house. That house has enough room around it to soften the visual impact with landscaping and other features. The Hiddenbrooke Specific Plan states that residential units shall be compatible with the neighboring units. These are the kinds of things I look at when I decide to invest my life savings in Hiddenbrooke. The scale should be compatible

with the houses directly around it. Next the visual impact of this house affects us. The model is interesting but what you can't see, and could only see if you got down on your knees and got even with the bottom level of that house and that is the cylindrical impact that we will see. We will see this towering structure straight on. It is a huge visual impact from Landmark Drive. There are a total of six households that are directly impacted by this. The other people you are going to hear from live more than a mile away from this project and you should keep that in mind. Thank you for your time.

Dave Elias: I am a member of HARC and a resident of Hiddenbrooke. As a member of HARC, Vallejo has granted us through the CCR's, which every single home in our community has to sign and agree to. I am one of five members of HARC. One thing we try to do is uphold the high level of Hiddenbrooke. The way the process works and is laid out in our guidelines is that when any project comes through it comes to HARC first. No plans can be submitted to the City of Vallejo unless it has been approved by HARC. There are guidelines in our Design Guidelines that define lot coverage. We allow for a 2500 square foot home not counting outdoor living spaces, landscapes, driveways, auxiliary structures. It defines a MINIMUM not a MAXIMUM. It defines the height limitations which this house complies with. That is part of our process in the review of this home. It is within all its setbacks, meets our guidelines, the height is within the guidelines. When it was first presented to us it was a little bit bigger. We asked them in order to disguise the house a lot bit better to cascade down the slope to break the vertical massiveness of the house. They have done that. HARC is to ensure that all the homes are of high quality and architectural design. We feel they comply with that. We do not have within our process to notify neighbors. That is not within our guidelines to do that. Is it something we can do in the future, yes. Is it something we have done in the past, no. We are not looking for big or small we are looking for architectural quality and design. We are looking for something that stops people from going to Green Valley and Napa. When you tells someone that someone is investing \$6,000,000 in a house in Vallejo they say, "What in Vallejo?" We want to create a destiny so that people can know Vallejo for what it is worth. We should be proud of people wanting to invest their money. Vallejo does not offer this right now. That is what HARC looks for. This is a southern exposure property here there is no light problem. This is a good investment. These slopes are in excess of 35% slopes. We take this into consideration and allow for that. This entire project is landscaped. Once everything is in place and grown that is going to be their view. HARC has discretionary powers to grant variances. They redesign so they did not need a variance. Short of saying that they complied with everything in the Guidelines I do not see how this house can be denied under anything. All the custom homes in there we are going to look at based on size. We tell them they have to meet the Guidelines and the architectural design requirements. If they meet that then we forward it on to the Planning staff. That is where we are at. We stand behind our decision. We believe this is a great home for the community. We do not just represent one neighborhood we represent all 1200 homes in our part of Hiddenbrooke. We do the best we can to the best of our knowledge. Thank you.

Orin Wakefield had a 60 slide PowerPoint presentation to further describe the project in a three dimensional form that would not load. My job is to convince you as a Planning Commission that the proposed design is in line with the intended use of the custom lots in this portion of Hiddenbrooke. We worked with HARC for 8 months and then were ready to present to the City's Planning Division. They were there for about nine months and came to the February meeting which was continued to tonight. During that entire process there was never any mention of a maximum size standard. I do not believe there is one. None of the objections were presented in a specific way by Mr. Adams or anyone else. There was a very

subjective comment at the very early on stages that it seemed pretty big but they did not have any problems with it. At least none that he could state or give us any reason why we should change anything. During the HARC process many things were brought up and modifications were made to comply. Visual impact and noise abatement were considered. This is an upscale, quality home that is needed for this lot. The driveway, circular turnaround, and breezeways minimize exposure of cars to the street. Because of the juxtaposed design none of the neighbors will see the house straight on. The main point is that in nearly three years up until two days before the February 5th proposed Planning Commission meeting was there ever any verbiage from either HARC or City of Vallejo Planning Division any specific concerns with a size limitation or a need to comply with certain guidelines in that regard. This was all news to us. We were under the impression through the whole process that HARC was the defining committee for architectural review of this project and that the Vallejo Planning Division would pretty much fall in line with Hiddenbrooke's recommendation. We redesigned the portion needed for a variance so we did not have any discretionary uses. Everything complies with what is on the books. All the other concerns that are raised are very subjective.

Chairperson Legalos: Mr. Wakefield we still have two more items on our agenda this evening and it is getting quite late can you make your presentation without the PowerPoint?

Orin Wakefield: Not really. All the visual effects are in the PowerPoint.

Claudia Quintana: I was going to suggest that we give the applicant a choice to have the Commission take the matter under submission now or to continue it for another hearing. It depends on whether the applicant thinks they can make their case now or whether they feel more time is needed to complete the presentation.

Jason Buckingham: I am council for the owners. I know Orin spent over a week working on the presentation and it is a pity that you will not be able to see it. But I think he has spoken to the technical aspects of the design and of the process that he went through and that the owners went through. I want to apologize that you did not get the document presented to you earlier. I brought it into the City at noon today. I wanted to have it last week but I do not know if that would have made any difference. It is really a five page memo and the bulk of the pages are supporting documentation. Just to speak on some of the regulatory aspects, there are a couple of things I want to point out. The Specific Plan goals for Hiddenbrooke was to provide upscale housing opportunities that are not otherwise available in Vallejo. The Specific Plan recognizes the value of flexibility in reviewing future development.

Chairperson Legalos: Excuse me Mr. Buckingham. The specific question that Ms. Quintana asked is would the applicant want the Commission to consider this application tonight or to continue it.

Jason Buckingham: After I am done speaking on behalf of the owners we would like it taken under submittal this evening. We would just like to speak to the regulatory aspects of our position.

Chairperson Legalos: Thank you for clarifying that.

Jason Buckingham: On page 12 of the Specific Plan it says that as residential development is dynamic and evolving there may be future housing concepts, not design yet, but appropriate to the future of Hiddenbrooke and Vallejo. On page 23 the development standards for residential development is Hiddenbrooke it states that there is a need to maintain flexibility in the future as residential areas develop.

That is exactly what is happening right here. This is the fourth house on a court that has eight lots. There is a trend that we can look at as far as custom home development in Hiddenbrooke generally to build bigger and build better. I do not know under anyone's estimation of things that can be a bad thing when you look at what the current housing market is doing. The best way to preserve value is to have the highest quality of construction as possible. That is exactly what this proposed design represents. Infill Standards for the rest of the City do not apply to Hiddenbrooke. There is a section in the Specific Plan that states that we should not have such a ridged method of looking at things. There are a couple projects in Vallejo. One in Torrey Pines Court with a 9000 square foot lot and a house that is 7300 square feet built in 2006. The square footage of a persons house is the amount that you can tell a buyer is living space. It is the amount that the assessor will tax you on for local property taxes. Torrey Pines was approved under infill standards. On either side of that house are houses that are half its size. There is a 35,000 square foot house on a 9,000 square foot lot and on the other side is a 36,000 square foot house on a 9,000 square foot lot. If that house met the standards then this project certainly would meet the standards under the Specific Plan and as HARC has already spoken too. The other project is 2934 Redwood Parkway. You have a 52,066 square foot house on a left over lot. To the left you have condos and to the east you have Hunter Ranch. The four Hunter Ranch lots that touch this property range from 1500 to 2000 square feet. This project was built in 2003. It defies logic from our position that those projects could meet the stricter requirements and our home with the exemptions give under the Specific Plan and the fact that it does not touch any of the neighboring lots on Landmark Drive. We have Specific Plan goals that are supposed to encourage custom home building. If these other project met the General Plan standards then certainly this project meets the Specific Plan standards. That sums up our position in a nutshell. *Mr. Buckingham showed some photos of the two other mentioned projects.* These owners need to have the ability to maximize the value of what is understandably a very large investment. All we are asking for is this same flexibility.

Chairperson Legalos closed the Public Hearing.

Commissioner Peterman: I notice that the person who did not speak, Mr. Allen, lives on the same street as the other people. I was wondering if he was in opposition to it or favor of it. He lives on the same street as they do.

Mr. Allen, 1852 Landmark Drive: I will not be able to see the residence from my home. I can understand their concern about the visual impact but I am neutral. I am an alternate member of HARC and came into the process late. I think it would be unfair for me to make a comment on that.

Commissioner Peterman: It seems to me that we have a couple of issues going on here. One is the house and how it looks and how it is perceived by the neighbors. The other is the HARC. It seems to me that the CCRs set HARC up to be the defining body as to what is built there. In my CCRs we have those kinds of things built in too. For years I was on the committee that equates to HARC for my area. I understand what the people in Landmark are saying but in the CCRs HARC is given that power and I am having trouble deciding what should be the deciding factor.

Commissioner Salvadori: The model is very helpful to me. Although from an aerial view this home might look very massive it strikes me that from Landmark Drive looking up that just the front part of that building would have the same visual impact because a good deal of the house is hidden behind it if you were standing at ground level at the bottom of the lot. We have not heard a lot from staff or the architect about things that weré taken off but I did like the comment about the fact that there

is going to be a great deal of landscaping that would buffer the visual impact. There is something to be said for having the nicest house on the block. I live in an over 100 year old area of the City in a very small house. Three houses down the street there is a house that is four times the size of the house that I am in. We co-exist pretty well in the neighborhood. I think we should take to heart the fact that the owner and his representative and the architects have done everything that they were asked to do to meet the requirements of HARC. They have done everything that the City has asked them to do save making the house smaller. I cannot find it within my heart to say no your house does not belong here because it is the nicest and largest house in what is already a very upscale neighborhood.

Commissioner Manning: I understand the concerns of the neighbors but a process was followed. There is no rule for the maximum. I cannot come up with an arbitrary number of what should be reduced by. It is a beautiful design. It is in a custom home lot. I did go out to Hiddenbrooke and look at the area. Obviously this is going to be a very distinctive home. It is going to be landscaped. The courts down below were taken out and some things were modified. The process was followed. There are no setback or height problems. I do not feel like I have information that says it needs to be reduced. I would suggest that HARC, when they do have large designs like this, that may be controversial, that they do go out of their way to send letters to people in the neighborhood so people do feel like they have a voice. I know it is not in the guidelines to do that but it is a suggestion. I will support this as it was submitted and not with the staff recommendation. I think they have done everything that they were supposed to do and HARC has approved the design.

Commissioner McConnell: I want to make sure I understand staff's position and I am looking at the recommendation. You recommend approval on the basis that the home not exceed 8% lot coverage with a maximum ground floor area of 3200 square feet, and for all buildings a square footage of 6400, exempting non-covered buildings.

Marcus Adams: Correct. There is a table with some alternatives. We are not wedded to our recommendation. There are some alternatives that could be looked at.

Chairperson Legalos: I am looking at the letter from Jamie Clark who was a member of HARC for five years. I cannot agree with the statement that the home is correctly sized and is in no way out of scale. I think it is way out of scale. However, I think it is a beautiful home and an asset to the community. I too would support going forward with the original design.

Commissioner Salvadori: I move to approve the project as it was submitted without any change in square footage and as presented by the applicant.

Commissioner Manning: How can you translate the table furnished by staff into this home. Do they take out one wing? I do not see how that is a workable suggestion.

Marcus Adams: There would be two ways you could go about it. One would be that the applicant work with staff to save the design and rearrange it so they could keep some architectural detail. There are ways you could preserve some of the elements and still reduce the size of the home. They could have also on their own come up with a new design. That is how we would have went about it.

Commissioner Manning: I believe they have been working on this for three years. They have followed all the procedures. They have obviously put a lot of money into this. Now they have hired legal council on this. We do want homes of distinction in

Vallejo. We do want people to come into our community and I don't think it is the right thing to send them back to reduce the floor plan. I am in support of this proposal as the applicant has submitted it.

Claudia Quintana: I wanted to remind the Commission that there is actually a resolution in your packet. I wanted to encourage you to look at that. If the consensus from the Commission is just that the design is appropriate in terms of size. Council staff to remove that from the conditions of approval but not to abandon the other conditions that have been placed in the staff report.

Commissioner Salvadori: I move to approve the project as it was submitted without any change in square footage and as presented by the applicant but with the other findings and conditions of approval put forth by staff.

AYES: McConnell, Manning, Legalos, Turley, Salvadori, Peterman.

NOS: None.

ABSENT: Engelman.

Motion carries.

3. Use Permit 546A, Appeal of Staff determination concerning Rose Imports located at 1605 Solano Avenue. *Continued from the meeting of February 21, 2007.*

Staff recommends the planning Commission **DENY** the appellants appeal and **AFFIRM** the Planning Division's determination that the used auto sales occurring at 1605 Solano Avenue require use permit approval, as stated in Section 16.22.040(B)(3) of the Vallejo Municipal Code.

Use Permit 04-0022 for a self-service refueling center, fast food and sit-down restaurant on a vacant parcel fronting on Sonoma Blvd. Proposed CEQA Action: Mitigated Negative Declaration. *Continued from the meeting of March 5, 2007.*

Staff recommends **adopting** a Mitigated Negative Declaration and Monitoring Plan subject to the findings contained in the attached resolution.

Staff recommends **approval** of Use Permit 04-0022 subject to the findings and conditions.

L. OTHER ITEMS

None.

M. WRITTEN COMMUNICATIONS

None.

N. ADJOURNMENT

There being no further business to discuss, the meeting adjourned at 11:00 P.M.

Respectfully submitted,



Vallejo Planning Commission Minutes
March 19, 2007

(for) DON HAZEN, Secretary



City of Vallejo Memo

To: Planning Commission

From: Planning Division, Marcus Adams *MA*

Date: March 19, 2007

Re: Item K2- Perez Residence Hiddenbrooke Custom home @ 1757 Durrow Ct.

REVISIONS

At the request of the Hiddenbrooke Architectural Committee, staff has recalculated and revised lot coverage percentages and total building/lot coverage square footages for the three tables below (highlighted in **bold**). These latest revised figures include garage square footage calculated into the lot coverage's.

Table 1.

Figures	Total building square footage	Lot coverage square footage	Lot square footage	Lot coverage
Feb. 5 th staff report	14,029	9,354	43,995	21.3%
Revised figures	11,586	8,120	43,995	18.6%
Latest revised figures	11,754	7,558	43,995	17.2%

Revised Comparable Lot Coverage's

Table 2.

Address	Total Building square footage	1 st floor square footage	Lot square footage	Lot coverage (incl. garage)
1765 Durrow	vacant	vacant	44,866	N/A
1773 Durrow	vacant	vacant	43,560	N/A
1781 Durrow	vacant	vacant	43,560	N/A
1789 Durrow	4,012	4,012	43,995	9.1%
1797 Durrow	vacant	vacant	45,738	N/A
1740 Durrow	5,632	2,072	58,806	3.5%
1749 Durrow	7,035	3,661	69,260	5.3%
Averages	5,559	3,177	49,969	6.4%
Perez Site	11,754	7,558	43,995	17.2%

Source: Real Estate Solutions, Planning Division records

Table 3.

Proposed/Optional 1 st Floor Square Footage	Lot coverage
7,558	17.2%
6,000	13.6%
4,060	9.2%
3,200	7.3%

Staff has also revised the California Environmental Quality Act (CEQA) Findings, Section 1 (see Attachment A) to read as follows:

“The project is categorically exempt as it fulfills all the requirements of CEQA Guidelines Section 15332, subsections (a) through (e), Class 32, In-fill Development.”



City of Vallejo Memo

To: Planning Commission
From: Planning Division, Marcus Adams *M.A.*
Date: March 19, 2007
Re: Item K2- Perez Residence Hiddenbrooke Custom home @ 1757 Durrow Ct.

BACKGROUND:

On February 5, 2007, a Planning Commission public hearing was scheduled to consider the Planning Division's recommended conditional approval for a new custom home located within the Hiddenbrooke residential community. Due to the fact that three Commissioners were absent; the applicant requested a continuance to March 5th in hope of having a full Commission present for their project. The applicant then subsequently requested another continuance to the March 19th hearing.

On February 22, 2007, the applicants, along with their attorney, hosted a community meeting at Hiddenbrooke in hope of resolving the issues raised by neighbors and the staff related to the proposed square footage and lot coverage of their proposed custom home. Though no physical changes were proposed for the home, nor were any compromises reached between the applicants and neighbors at the meeting, staff did commit to providing for the Commission and the public, revised square footages that clarified total building mass versus lot coverage area.

Table 1.

Figures	Total building square footage	Lot coverage square footage	Lot square footage	Lot coverage
Feb. 5 th staff report	14,029	9,354	43,995	21.3%
Revised figures	11,586	8,120	43,995	18.6%

The revised figures deduct the square footages of areas such as terraces, breezeways and porches, which were previously included in the overall building square footage and the lot coverage calculation in the staff report and public notice.

Though presentations made by both the Hiddenbrooke Architectural Review Committee (HARC) representatives and the applicant's designer at the community meeting emphasized the lower figures and the "living" space square footage (versus non-living space, e.g. garages), neighbors continued to base their opposition on the overall mass of the building which would be visible. HARC also clarified that the "community" they considered in relationship to the project site included Hiddenbrooke neighborhoods (with custom homes/lots) outside of the immediate Knolls neighborhood.

Staff believes that when analyzing neighborhood compatibility, the immediate neighborhood should be the sub-set of comparison and that the mass and bulk of a home should take into account all areas of a home, not only living areas. Though the revised figures result in a 2,500 square foot reduction in overall building square footage, and an approximate 3% reduction in lot coverage, staff still believes that the proposed home is inconsistent with the two goals cited from the Hiddenbrooke Design Guidelines in the February 5th staff report (see Attachment 1, pg. 7):

Goal #1- To ensure that the individual neighborhoods and homes enhance and complement the overall community identity while expressing their own high quality individuality

Goal #3- To ensure that, where publicly visible, individual homes settle gracefully into their sites

Staff also still believes that the without a significant reduction in the overall mass, scale, and lot coverage of the proposed home, the following two of the four findings necessary for unit plan approval, per Section 16.116.100(C)(D) can not be made¹:

- C) 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;
- D) 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.

¹ See Table 2 below for neighborhood custom home lot comparisons.

Revised Comparable Lot Coverage's

Table 2.

Address	Total Building square footage	1st floor square footage	Lot square footage	Lot coverage
1765 Durrow	vacant	vacant	44,866	N/A
1773 Durrow	vacant	vacant	43,560	N/A
1781 Durrow	vacant	vacant	43,560	N/A
1789 Durrow	3,070	3,070	43,995	7.0%
1797 Durrow	vacant	vacant	45,738	N/A
1740 Durrow	5,632	2,072	58,806	3.5%
1749 Durrow	6,289	3,300	69,260	4.8%
<i>Averages</i>	<i>4,991</i>	<i>2,863</i>	<i>49,969</i>	<i>5.1%</i>
Site	11,586	8,314	43,995	18.9%

Source: Real Estate Solutions, Planning Division records

RECOMMENDATION:

Staff continues to recommend that the proposed home not exceed 8.0% lot coverage with a maximum ground floor area of 3,200 square feet and overall building square footage of 6,400 (exempting non-covered buildings/structures).

Table 3.

Proposed & Alternative Ground Level Square Footages	Lot Coverage
8,120	18.6 %
6,000	13.6%
4,060	9.2%
3,200	7.3%

- Attachment A: Planned Development (Unit Plan) Resolution
- Attachment B: February 5, 2007 staff report/conditions/attachments
- Attachment C: PowerPoint presentation
- Attachment D: Conflict of Interest map
- Attachment E: HARC Hiddenbrooke custom lot

CONDITION COMPLIANCE REQUIRED PRIOR TO BUILDING PERMIT SUBMITTAL:

Planning Division

1. Submit revised landscape plans, subject to Planning Division approval, illustrating a revised landscape plan which clearly identifies plant type/name on the sheet L1 illustrating drought tolerant landscaping for the front yard and rear yard fronting Landmark Drive and replacement of regular to high water usage plants for these areas will be required.
2. Submit one set of construction plans illustrating fire, police, and emergency medical alarm system for the proposed home. If feasible, the alarm system should be connected to the Hiddenbrooke information/courtesy center.
3. Submit a letter of approval from the Vallejo Postal Service for the proposed mailbox location.
4. Submit revised plans detailing fencing that complies with the Hiddenbrooke Design Guideline fence types; that is consistent with neighboring custom lot proposed fencing (the Wagner's property); and that is approved by HARC.
5. Submit revised plans with proposed front and north side yard setbacks that conform to the Hiddenbrooke Design Guidelines.
6. Submit revised plans reducing the maximum building height to 35'.
7. Record a deed restriction with the Solano County Recorder's Office stating that the proposed structure will be used only as a single family dwelling unit.

Building Division

1. Submit revised plans listing the total garage area and total habitable area.
2. Fire sprinkler throughout may be required based on total square footage. Need square feet for each level; >3,000 square feet requires two exits to grade, minimum 36" wide.

Water Division

1. Submit a numbered list to the Water Division stating how each condition of project approval will be satisfied (W1).
2. All water system improvements shall be consistent with the Vallejo Water System Master Plan, 1985, prepared by Kennedy/Jenks Engineers as updated by Brown &

Caldwell, 1996. 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 (W3):

- b. Location and size of domestic 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.
3. Prior to building permit submittal, hydraulic calculations shall be submitted to the **Water Superintendent** demonstrating that the fire flow requirements are complied with.(W5)
 4. 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 the water service changes should be directed to Water Engineering at 202 Fleming Hill Road, Vallejo, CA 94589.
 5. An appropriately sized RP backflow prevention device will be required on the domestic service.

Vallejo Sanitation and Flood Control District

1. Prior to building permit submittal, a VSFCDD Connection Permit is required. Pay all applicable review and connection fees.
2. The project as submitted was incomplete. The following information is needed prior to building permit submittal: Please show location of sanitary sewer and cleanout on site utility plan.
3. Comply with VSFCDD pretreatment requirements for sanitary sewage.

City Engineer

1. Prior to building permit issuance, 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, submit a site grading, drainage and utility improvement plans prepared by a licensed civil engineer and landscape architect respectively for review and approval. All existing and proposed utilities should be shown on the site plan.

3. On site slopes, if disturbed during construction/grading, shall be landscaped in accordance with Hillside Landscape Guideline & Hiddenbrooke Specific Plan prior to occupancy. Submit your landscape and irrigation plan to Public Works, Planning and the project soil engineer for review.
4. The landslide within this lot has been mitigated, surface and subsurface drainage installed. Existing subdrains crossing the lot shall be shown on the site plan and shall not be disturbed during grading or drilling piers. Site plan shall have adequate cross sections showing location of existing subdrains vs location of proposed grading and piers.
5. This custom home site is required to submit to the City, a specific soils and geotechnical report for review and approval, prior to building permit submittal. A third party review of the soils report may be required after submittal.
6. Obtain separate permit from the Building Division for the construction of the swimming pool. Site plan shall clarify if grading for swimming pool will be performed during site grading.
7. Retaining walls that are part of the site grading do not require a building permit, but shall be reviewed by Public Works prior to building permit submittal. Submit structural calculations to Public Works for review, if any retaining walls are proposed.
8. Retaining walls that are not part of grading, and are part of the structure or will be installed after grading, need to be reviewed by the Building Division for building permit approval.
9. Prior to building permit submittal, provide a plot plan for review and approval.
10. 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)
11. Prior to building permit issuance, 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)
12. Prior to building permit submittal, obtain an encroachment permit from Public Works for all work proposed within the public right-of-way. (PW11)

Traffic Engineer

1. Prior to approval of a final site plan, provide evidence that the proposed driveway locations are not in conflict with the line of sight requirement

Fire Prevention

1. Submit a numbered list to the Fire Prevention Division stating how each condition of project approval will be satisfied.
2. The site plan will have to be redesigned because there appears to be access problems in case of a fire.
3. Prior to building permit submittal, building construction plans and plans for required fire protection systems (automatic sprinklers, smoke alarms, etc.) shall be submitted to the Fire Prevention Division for review and approval. All applicable plan review and inspection fees shall be paid. (F4)
4. Prior to building permit issuance, 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. (F5) (1998 CFC Section 903, Appendix III-A)

CONDITION COMPLIANCE REQUIRED PRIOR TO OCCUPANCY/FINAL INSPECTION:

Planning Division

1. 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 completed and finalized 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.
2. Prior to occupancy/final building inspection, install all approved landscaping and irrigation per the approved plans within 90 days of occupancy. Six inches of top soil (imported from outside the project area) shall be provided to the lot landscaping area prior to occupancy or soil amendments sufficient to meet the City's specifications. The landscape architect shall verify in writing that the landscaping and irrigation has been installed in accordance with approved plans with respect to size, health, number and species of plants, and the overall design concept.

3. Prior to occupancy/final building inspection, install fencing per approved plans.

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. (1998 CFC Section 901.44; added VMC 12.28.170) (F9)
2. Prior to 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. (F11)
3. 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 each corridor or area giving access to each separate sleeping area. When the dwelling unit is of more than one story (including basements) 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. (1998 CBC Section 310.9.1.1)
4. Prior to occupancy, 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 Manual, sign#R26F)[F10].
5. Additional fire hydrant is required in the street right-of-way and is required on-site as shown in the Fire Department copy of the plans. Submit a complete set of plans for review and approval. All fire hydrants are to have "blue dot" highway reflectors installed on the adjacent street of the driveway to clearly identify the fire hydrant locations. (1998 CFC Section 903, Appendix III-B)
6. Automatic fire sprinkler extinguishing systems are required for all residential, commercial, and industrial occupancies in lieu of re-design for access, a fully sprinkled building (F3). (1998 CFC Section 1003.1.2 added VMC Section 12.28.190)
7. Prior to permit issuance, paved fire apparatus roads shall be installed for every building or stockpile of combustible materials located more than 150 feet from fire department vehicle access. Said access roads are to be posted "No Parking/Fire Lane" and shall not be used for storage of materials (F6). (1998 CFC Section 901.4)

8. A fire alarm system is required if a sprinkler system is installed for off-site monitoring and interior notification.

Water Department

1. Prior to occupancy or final building inspection, install water system improvements as required. Backflow device/s where required shall be installed in areas hidden from public view and/or shall be mitigated by landscaping. (W10)

Vallejo Sanitation and Flood Control District

1. Prior to occupancy/final building inspection, provide a standard **VSFCD** cleanout at the right-of-way/easement line per District standards and a two-way cleanout at the building per the U.P.C.
2. Prior to occupancy/final building inspection, provide a grease trap, sand trap, or interceptor.

City Engineer

1. Prior to occupancy, install required street trees along Landmark Drive and Durrow Court. The street tree shall be selected from City approved street tree list. (VMC, Section 15.06.190 and Regulations and Standard Specifications Section 3.3.48)
2. Prior to occupancy/final building inspection, retaining walls that are related to the site grading shall be reviewed by Public Works. Submit structural design and calculations for review.
3. Site slopes that will be disturbed during construction and/or grading shall be landscaped in accordance with Hillside Landscape Guidelines & Hiddenbrooke Specific Plan requirements prior to occupancy. Submit a landscape and irrigation plan to Public Works and Planning for review.
4. Prior to occupancy provide six inches of topsoil on the lot.
5. 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. (PW15)
6. Prior to occupancy/final building inspection, install the improvements required by Public Works including but not limited to streets and utilities. (PW16)
7. 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)

8. 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)

STANDARD REQUIREMENTS

Planning Division

1. Development sites shall be maintained weed free during construction.
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. The homeowner shall be responsible for maintaining all landscaping which falls under their ownership in a clean, attractive, and well kept condition and to promptly replace any dead or dying material. Upon approval of the landscape plan by the HARC, the minimum tree requirement must be maintained at all times and mature trees shall not be removed by the homeowner without prior consent of the HARC.
4. No more than 50 percent of the front yard setback shall be covered by non-porous surfaces such as concrete, brick or asphalt.
5. No individual accessory structure shall exceed 1,200 square feet. The cumulative square footage of all accessory structures shall not exceed 50 percent of the lot's total front, side and rear yard area. Residential units shall not be converted to commercial units, except for home occupations as defined by the Vallejo Municipal Code.
6. Garage space shall be used for parking and cannot be converted to habitable space.
7. After project completion, additional excavation, construction, grading, building, landscaping, or other improvements may be subject to review and approval by the Hiddenbrooke Architectural Review Committee and/or City of Vallejo.
8. No antenna or satellite dish antenna for transmission or reception of television signals or any other form of electromagnetic radiation larger than 24 inches shall be erected, used, or maintained outdoors whether attached to a building or

structure or placed in any landscape. Approved satellite dishes less than 24 inches must be kept a minimum of five feet from the side and/or rear property lines and completely from the front yard view.

9. Residential units shall not be converted to commercial units, except for home occupations as defined by the Vallejo Municipal Code.
10. Sunrooms, patio enclosures, or similar additions attached to the primary home, shall require a Planned Development Unit Plan Amendment to either this permit or the original Planned Development for The Knolls subdivision, to be determined by staff.

Fire Prevention

- a. The project shall conform to all applicable requirements of Title 19-Public Safety, 1998 CVC and all VMC Amendments.
- b. Development sites shall be maintained weed free during construction. (1998 CFC Section 1103.2.4) [F12]
- c. If security gates are desired at any entrances to the project, they shall be provided with a Fire Department approved entry system.
- d. 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 of the opening shall be no higher than 44 inches from the floor. Ladder access shall be provided for buildings over the first floor. (1998 CBC Section 310.4)

Water Superintendent

1. 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. (W4)
 - a. For single-family residential units, the fire flow is 1500 gpm.
2. 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. (W6)
3. Each lot shall be metered separately. (W8)
4. 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. (W9)

5. Prior to occupancy or final building inspection, install water system improvements as required. Backflow device/s where required shall be installed in areas hidden from public view and/or shall be mitigated by landscaping. (W10)

Vallejo Sanitation and Flood Control District

1. Direct roof drainage across non-paved areas prior to entering storm drain inlets and gutter, when feasible.

Public Works

1. No sheet flow of lot run-off over slope and driveway is allowed. All down spouts shall be connected to a drainage pipe system and tied to a public storm drain system.
2. Landmark Drive shall not be used for staging building construction activities or storage of building materials. The street must be kept free of construction debris, mud and other obstacles. Street must remain open to traffic at all times.
3. Dust and erosion control shall be in conformance with City standards and ordinances. State Water Quality Control Board SWPPP's shall be adhered to.
4. Driveway slope shall not be more than 15%. (VMC Section 16.62.150)
5. Install standard driveway approach for the proposed driveway per City standard. (COV, Regulations & Standard Specifications 1992)
6. All down spouts shall be connected to a drainage pipe system and tied to the public storm drain system.
7. As-built bench mark as shown on the improvement as-built plans for Sky Valley Unit II shall be used for vertical control on the civil plan.
8. Any required/proposed re-grading has to be certified by Civil Engineer and Soils Engineer.
9. Power of street light fronting the property shall be connected to the residence power line.

10. 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. (PW2)
11. 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. (PW4)
12. 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. (PW5)
13. 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/her representative on site, Public Works shall shut down the grading operation. (PW6)
14. All dust and erosion control shall be in conformance with City standards, ordinance, and NPDES requirements. (PW7)
15. Entrances to any private project must be standard driveway approaches unless deviation is permitted by the City Engineer. (PW9)
16. Obtain a street excavation permit from 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. (PW10)
17. Construction inspection shall be coordinated with Public Works and no construction shall deviate from the approved plans. (PW13)
18. 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)

GENERAL CONDITIONS

1. The applicant shall defend, indemnify, and hold harmless the City of Vallejo and its agents, officers, and employees from any claim, action, or proceeding against the City and its agents, officers, and employees to attack, set aside, void, or annul this approval by the City. The City may elect, at its discretion, to participate in the defense of any action.

APPEAL PROCEDURE

The applicant or any party adversely affected by a decision of the Planning Division may appeal the decision by filing an appeal to the Planning Commission. Such appeal must be filed in writing with the Secretary of the Planning Division within ten calendar days after the Planning Division's action. The Commission may affirm, reverse, or modify any decision of the Planning Division that is appealed.



STAFF REPORT

CITY OF VALLEJO PLANNING COMMISSION

Date of Hearing: February 5, 2007 **Agenda Item:** K4

Application Number: Planned Development (Unit Plan) #06-0018 as governed by Section 16.116 of the Vallejo Municipal Code (VMC)

Recommendation: Recommend **Conditional Approval** of Planned Development #06-0018 subject to the findings and conditions contained in the staff report, including a reduction of lot coverage from 21.3% to 7.3%.

Location: 1757 Durrow Court (Lot 19) APN: 0182-215-070

Applicant: Orin Wakefield

Property Owner: Ron & Eunice Perez

Environmental Review: The proposed project is categorically **EXEMPT**, per Class 32 "In Fill Development Projects," Section 15332 of the California Environmental Quality Act.

General Plan: Residential- Low Density

Zoning: Mixed Use Planned Development (MUPD)

Surrounding Land Use: The surrounding land uses for the subject site include: open space to the east and residential to the north, south, and west.

Public Notice: Notice of the proposed project and public hearing was sent to the Hiddenbrook Architectural Review Committee, the Hiddenbrook Property Owners Association, the Hiddenbrooke Community Association, October 10th and 17, 2006 and January 24, 2007. Comments received are addressed in Section 7 of this report.

1. PROJECT DESCRIPTION:

The project proposal is to construct a 14,029 square foot two and a half story, custom single-family home on a vacant 1.01 acre lot at 1757 Durrow Court (lot 19) in the Knolls @ Hiddenbrooke Development. The proposed Mission Revival styled home with stucco siding and California Spanish clay tile roof would contain six bedrooms of which two would be guest quarters, and six baths. The project is illustrated on a development plan package prepared by Sunrise Construction, dated June 23, 2006 with landscape drawings prepared by Borrecco/Kilian & Associates, Inc., dated November 11, 2005 (see Attachment B).

- 2. ENVIRONMENTAL REVIEW:** The proposed project is exempt from the California Environmental Quality Act (CEQA) per Section 15332, Class 32 Categorical Exemption, "In Fill Development Projects" of CEQA because the proposed development would occur within city limits on a project site no more than five acres substantially surrounded by urban uses and can be adequately served by all required utilities and public services.

3. CONSISTENCY WITH THE GENERAL PLAN:

The General Plan Land Use designation for this site is Residential Low Density. The proposal to develop the vacant parcel with a single-family home is consistent with this land use designation.

4. CONFORMANCE WITH APPLICABLE ZONING REGULATIONS:

The project area is zoned Mixed Use Planned Development (MUPD). Adopted development standards for residential uses within the Hiddenbrooke community are found in the Hiddenbrooke Specific Plan. The Hiddenbrooke Specific Plan designates the site as SVLP-F. The preferred land use designation for this neighborhood is custom single family homes with the alternative land use being zero-lot patio homes. General Standards for the SVLP-F neighborhood are as follows:

Energy Conservation:

- A. Residential units shall be sited to take advantage of passive solar heating techniques, when consistent with the requirements of Titles 24 and 25.
- B. Where optimum siting is not possible, residential units shall be designed with overhangs, such as eaves, on east, south, and west elevations.
- C. All buildings shall be equipped with energy and water conservation features.

The project will generally comply with all of the above noted standards, and will be designed to meet Title 24 and 25 criteria.

Landscaping:

- A. Drought resistant landscaping shall be used within the front yards of all single family detached and attached units.
- B. One street tree shall be installed for each 50 feet of street frontage or one street tree be installed for every residential lot, whichever is smaller.
- C. A minimum of 100 feet of fire resistant landscaping and maintained grasslands shall be used adjacent to open space areas in compliance with City standards. The 100 foot band shall not be irrigated unless required by the Fire Department.

The submitted landscaping plan (sheet L1-L3) does identify drought tolerant planting selections however, sheet L1 does not identify the plant varieties on the conceptual landscape plan or in some cases, gives a generic description, e.g. "drought tolerant flowering shrubs." The plant symbols used are not identified always within the plant list (sheet L3) as well. Staff believes that the conceptual landscape plan will meet the standards above; however, a condition of approval for a revised landscape plan which clearly identifies plant type/name on the sheet L1 illustrating drought tolerant landscaping for the front yard and rear yard fronting Landmark Drive and replacement of regular to high water usage plants for these areas will be required.

Miscellaneous:

- A. Outdoor storage of boats, trailers, recreational, and off-road vehicles shall be prohibited.

Recorded Conditions, Covenants and Restrictions (CC&Rs) adequately address outside storage of vehicles and currently restrict the use of the property to residential.

- B. Fire, police, and emergency medical alarm systems shall be provided for every residential unit.

A condition of approval will be included requiring that fire, police, and emergency medical alarm systems be illustrated on construction plans.

- C. Residential units shall be compatible with neighboring units in terms of architectural design and scale.

The architectural design of the custom home incorporates architectural elements and materials that are consistent with the surrounding homes and the

Hiddenbrooke Design Guidelines including, but not limited to: Spanish style clay roof, earth-toned stucco finish and arched windows.

The proposed 14,029 square foot custom home would be more than double the square footage on the neighboring home (lot 20, 1749 Darrow Court) which is 6,289 square feet and currently, the largest custom home on the Court. It is staff's opinion that based on the proposed total square footage, the proposed home is not compatible with the neighboring units in terms of scale.

- D. To the extent possible, driveways shall not be on inside curves.

The driveway is not located on an inside curve.

- F. Residences fronting on collector roads shall be setback to mitigate noise impacts.

The subject does not front a collector road.

- G. Measures and/or programs to maximize the quality of stormwater runoff shall be used in the development concept of each lot.

The applicant will be required to meet Vallejo Sanitation and Flood Control District's storm water quality standard condition, as stated in this report.

- H. Six inches of top soil (imported from outside the project area) shall be provided to each residential lot by the home builder prior to occupancy of the residential unit or amendments sufficient to meet the City's specifications.

A condition of approval will be included requiring compliance with item H noted above.

- I. Residential units shall not be converted to commercial units, except for home occupations as defined by the Vallejo Municipal Code.

Item I will be made a condition of approval for this project.

- J. Buyers of residential lots shall be notified by the owners of the City's requirement for supplemental geotechnical studies.

Item J will be made a condition of approval for this project.

4. CONSISTENCY WITH OTHER ADOPTED POLICIES:

In January of 1999, the Hiddenbrooke Design Guidelines were approved by the City. The purpose of these guidelines is to make certain that all projects are of a high quality with respect to architecture, site planning, landscaping, site amenities, entries,

and fencing. These guidelines require that the developer/homebuilder obtain approval from the Hiddenbrooke Architectural Review Committee (HARC) prior to submitting the plans to the City for review and approval. The applicant's plans were reviewed and conditionally approved by the HARC on June 23, 2006. The design guidelines applicable for the development of the subject custom lot are identified below:

- A. The maximum number of primary dwelling units per lot shall be one.

Only one home is proposed.

- B. No structure shall exceed 35 feet in height, as defined in the Vallejo Municipal Code.

The maximum height proposed for the custom home is 35 feet from finished grade, as measured in accordance with Section 16.04.560 of the Vallejo Municipal Code.

- C. Lot size and setbacks shall be determined during the unit plan approval process and based on the type of unit designed for a specific neighborhood.

According to the Design Guidelines, the setbacks for this project are per Standard A, which are 25 feet from the front property line for front facing garages, 25 feet from the front property line to the house, 20 foot side yard setbacks, and a 50 foot rear yard setback.

The home proposes to have a 28 foot front setback to the front facing garage, a 24 foot setback from the front property line, 16 foot (north) and 51 foot (south) side yard setbacks, and a 48'6" rear yard setback. A condition of approval will be required for the applicant to submit revised plans illustrating either: a) a front entry wall and gate at its current proposed location not exceeding four feet in height or b) the current front entry wall and gate setback a minimum of 15' from the front property line.

- D. Permitted accessory structures may include garages, greenhouses and lath houses (non-commercial), gazebos, storage buildings, guest houses, second family residential units (with separate unit plan approval), and servant quarters.

The submitted plans do indicate two guest living areas. Staff is concerned that even though the lower floor guest quarters does not have its own kitchen, a separate entrance from the main structure is being proposed which increases the possibility that the guest quarters could be converted into a separate living unit. Staff will require as a condition of approval that a deed restriction be recorded for the proposed structure to be used only as a single family dwelling unit.

- E. No individual accessory structure shall exceed 1,200 square feet. The cumulative square footage of all accessory structures shall not exceed 50 percent of the lot's total front, side, and rear yard areas.

No accessory structures are being proposed at this time.

- F. Tennis courts, swimming pools and spas are permitted.

Submitted plans (Sheet SD-1) propose an approximate 370 square foot pool within the rear yard. Required setbacks and secured access, i.e. fence, gates, are shown on the plans.

- G. Rear yard view and golf course fencing

The subject property's rear yard is not adjacent to open space or the Hiddenbrooke golf course.

- H. Landscape Plans

HARC requires submittal of landscape plans from all homeowners/homebuilders before commencement of home construction. HARC has reviewed and approved the applicant's landscape plans. As noted in Section 8 of this report, staff has determined upon review that the conceptual landscape plan does not clearly identify the plant variety/types which are being proposed. Revised plans shall clearly identify the proposed plants on the plan and shall be drought tolerant for the yard areas fronting Durrow Court and Landmark Drive.

- I. Mailboxes

The Hiddenbrooke Design Guidelines state that individual and/or grouped mailboxes material and location are to be identified on submitted plans. Vallejo Post Office approval for the mailbox configuration, i.e. single or grouped, is to be obtained before placement. Staff has required as a condition of approval that the applicant submit documentation from the Vallejo Post Office approving the proposed mailbox location.

5. DEPARTMENT REVIEW AND COMMENTS:

Notice of the application was sent to the Building Division, the Traffic Engineer, the City Engineer, Vallejo Sanitation and Flood Control District, Fire Prevention, Water Superintendent, and Landscape Management. Comments from these departments are incorporated into the conditions of approval.

6. PUBLIC COMMENTS:

Staff did not receive any public comments upon mailing of their initial public notice; however, upon mailing of the second public notice, which was required due to the applicant's request to apply for a minor exception to allow an encroachment within the required side yard setback, staff received multiple comments and a neighborhood petition opposing not only the minor exception, but the project itself (see Attachment C). The five objections cited in the neighbor's petition are summarized as follows:

- a) The size of the proposed home, 14,000 square feet, is inconsistent with the average size of other single-family homes in the neighborhood (3,500 square feet) and the other custom homes which are half the size
- b) The 14,029 square foot single-family home exceeds the square footage limits of the City of Vallejo's policy
- c) The proposed home would block the view and sunrise from the existing homes below
- d) The fact that the home requires a minor exception to encroach within the required side yard setback illustrates that it is too large for the lot (*the minor exception application has since been withdrawn, and the home, revised to conform with required side yard setbacks*)
- e) We are concerned that portions of the home will be rented out to multiple families and/or businesses

Staff's response to the neighbors concerns is addressed in the following staff analysis.

7. STAFF ANALYSIS:

Upon initial review of the proposed custom home, staff's concerns mirrors those of the neighbors related to the size (total square footage) of the home and the proposed guest quarters in the lower unit. Staff also has concerns regarding the proposed entry gate and wall, which as addressed in Section 6 of this report, will be required to meet front setback standards upon plan re-submittal.

Though it is presumed by staff that the Hiddenbrooke Architectural Review Committee reviews proposed plans for consistency with the Hiddenbrooke Design Guidelines, staff believes the "siting" of the home was not thoroughly considered as expressed in the Guidelines on page 4-24: "the Hiddenbrooke Architectural Review Committee shall consider each site independently and give extensive consideration to the individual impact of each plan upon adjacent home sites, common areas, and the appearance from the golf course." Staff also believes that the proposed home does not achieve the following goals of the Guidelines:

Goal #1- To ensure that the individual neighborhoods and homes enhance and complement the overall community identity while expressing their own high quality individuality

Goal #3- To ensure that, where publicly visible, individual homes settle gracefully into their sites

As shown in the table below, staff also believes that the following two findings cannot be made due to the mass, scale, and lot coverage of the proposed home being incompatible with the existing homes, including custom homes, in the neighborhood (see Attachment D for full analysis of subject and surrounding homes).

- 1) 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;
- 2) 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.

Comparable Lot Coverage's

Table 1.

Address	Total Building square footage	1 st floor square footage	Lot square footage	Lot coverage
1765 Durrow	vacant	vacant	44,866	N/A
1773 Durrow	vacant	vacant	43,560	N/A
1781 Durrow	vacant	vacant	43,560	N/A
1789 Durrow	3,070	3,070	43,995	7.0%
1797 Durrow	vacant	vacant	45,738	N/A
1740 Durrow	5,632	1,857	58,806	3.2%
1749 Durrow	6,289	3,661	69,260	5.3%
Averages	4,991	2,863	49,969	5.1%
Site	14,029	9,354	43,995	21.3%

Source: Real Estate Solutions, Planning Division records

8. STAFF RECOMMENDATION:

In order to achieve consistency with the development pattern of the existing custom homes, and to address the concerns of the neighbors, staff recommends that the proposed home not exceed the 1st floor square footage of 3,200 square feet, total square footage of 6,400 square feet and lot coverage of 7.3%.

Below is a table which illustrates different home square footages which staff believes, could achieve compatibility (dependent on design) with the average custom home square footage (4,991) on Durrow Court and the average lot coverage (5.1%).

Table 2.


Proposed/Optional 1 st Floor Square Footage	Lot coverage
9,354	21.3%
5,000	11.4%
3,200	7.3%
2,250	5.1%

Staff recommends the Planning Commission **ADOPT** a Resolution approving Planned Development (Unit Plan) #06-0018 subject to findings and conditions found in the attached Resolution.

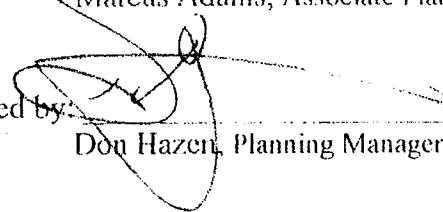
EXPIRATION

Approval of a unit plan shall expire automatically thirty-six months after approval of the master plan unless authorized construction has commenced prior to the expiration date; however, after this thirty-six month period, if said authorized construction has commenced, the unit plan shall expire upon expiration of the building permits.

Prepared by:


Marcus Adams, Associate Planner

Reviewed by:


Don Hazen, Planning Manager

Attachment A: Development plan package prepared by Sunrise Construction
Attachment B: Neighborhood petition
Attachment C: In-fill statistical analysis spreadsheet
Attachment D: Conflict of Interest Map

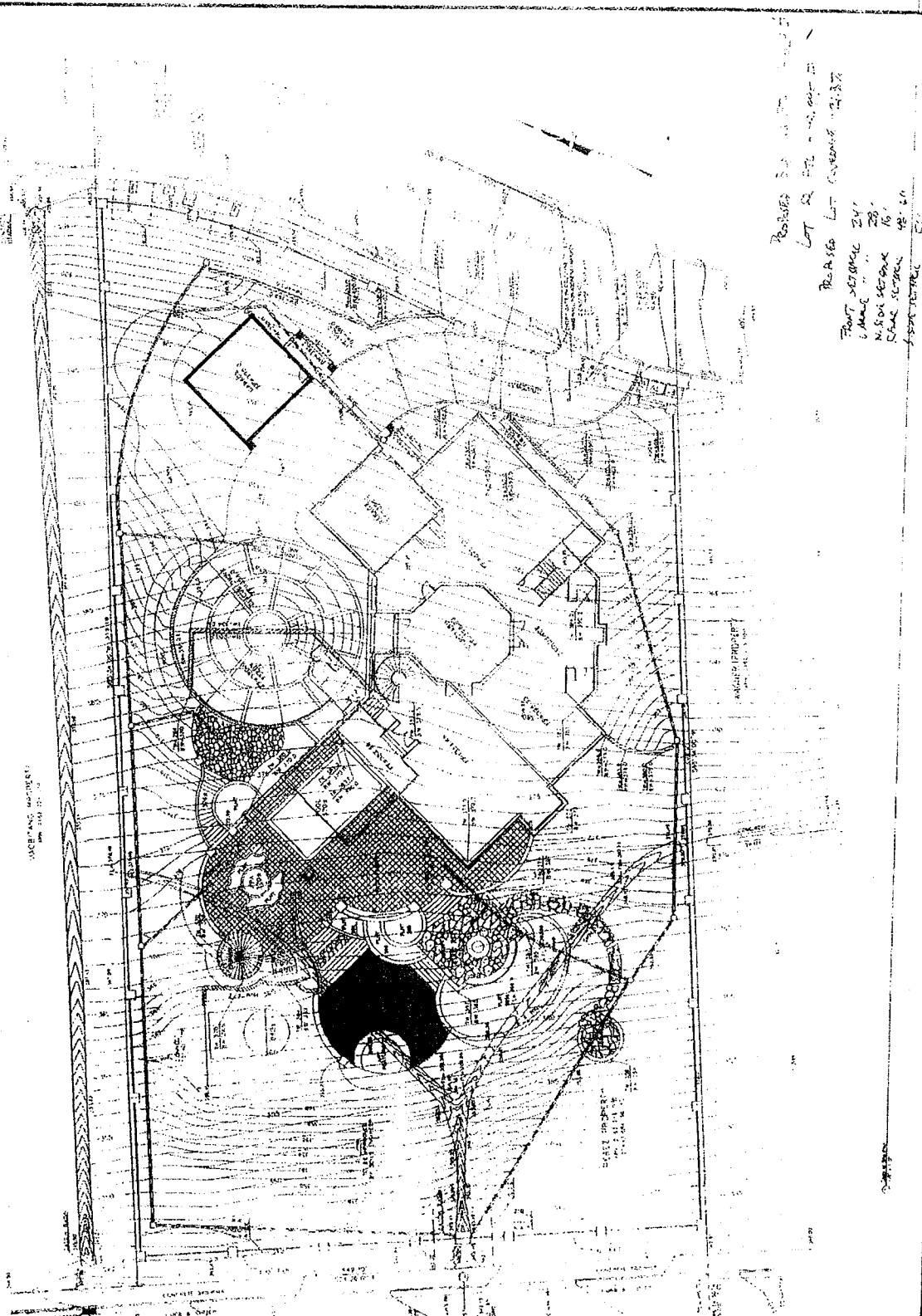
SUPREMACY CONSULTING
ARCHITECTS
1737 DUMFRIES COURT, FIDELITY CENTER
VALLEJO, CA 94592
TEL: (707) 441-1111
FAX: (707) 441-1112



PEREZ RESIDENCE

SITE PLAN
DATE: 11/11/00
SCALE: AS SHOWN

A-01



Proposed 50' x 100' lot
Lot 22 57' x 100' - 57' x 100' - 57' x 100' - 57' x 100'
Proposed 50' x 100' lot
Front setback 24'
Side setback 28'
Rear setback 16'
Front setback 48' 6"
Front setback 57'

DATE: 11/11/00

SCALE: AS SHOWN

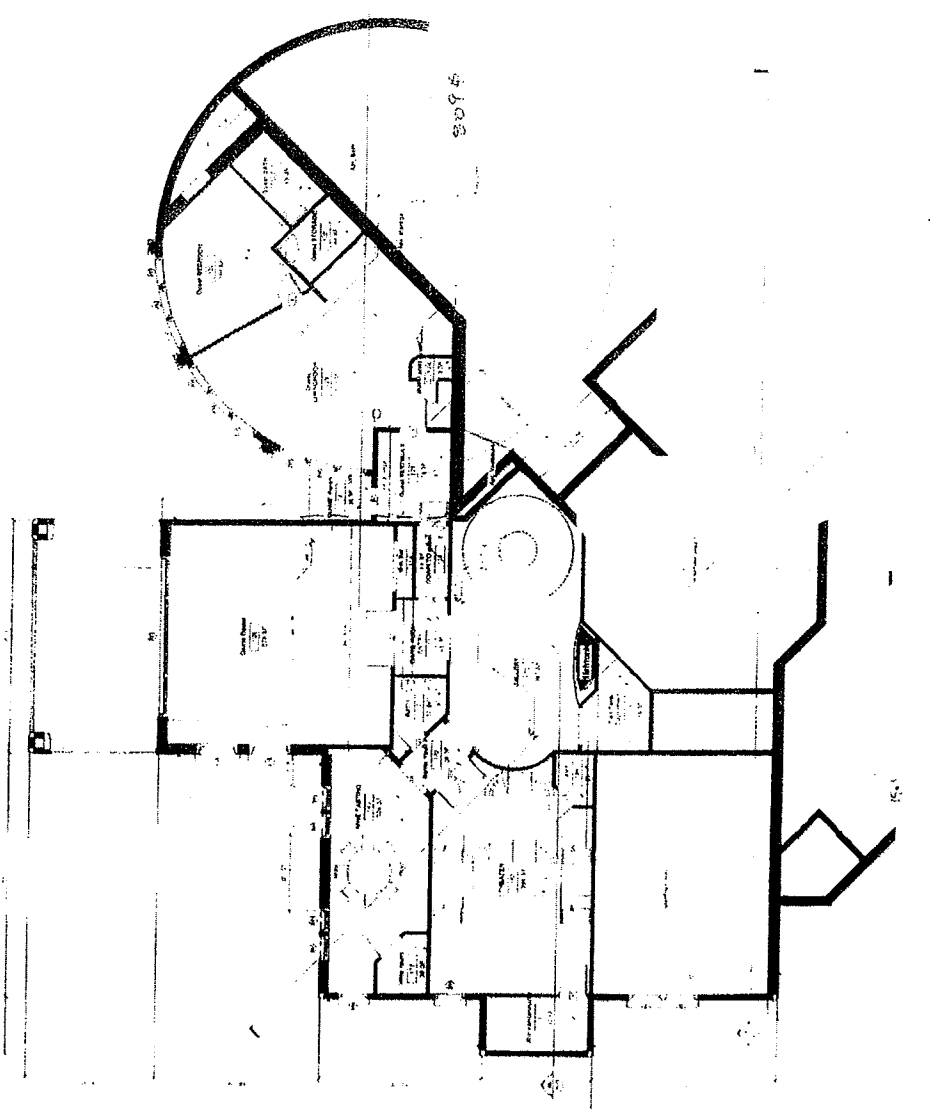
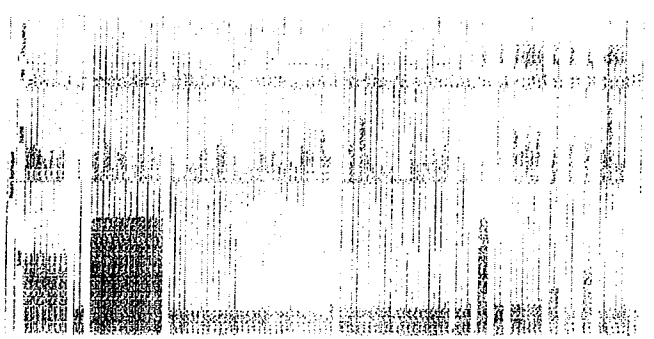
NONBISH CONSTRUCTION
1100 W. 11th Street
Orem, Utah 84057
PHONE: (435) 225-1111
FAX: (435) 225-1112



PEREZ RESIDENCE
0757 DUTCHMAN COURT - MIDWINTER, UTAH
UTAH 84054

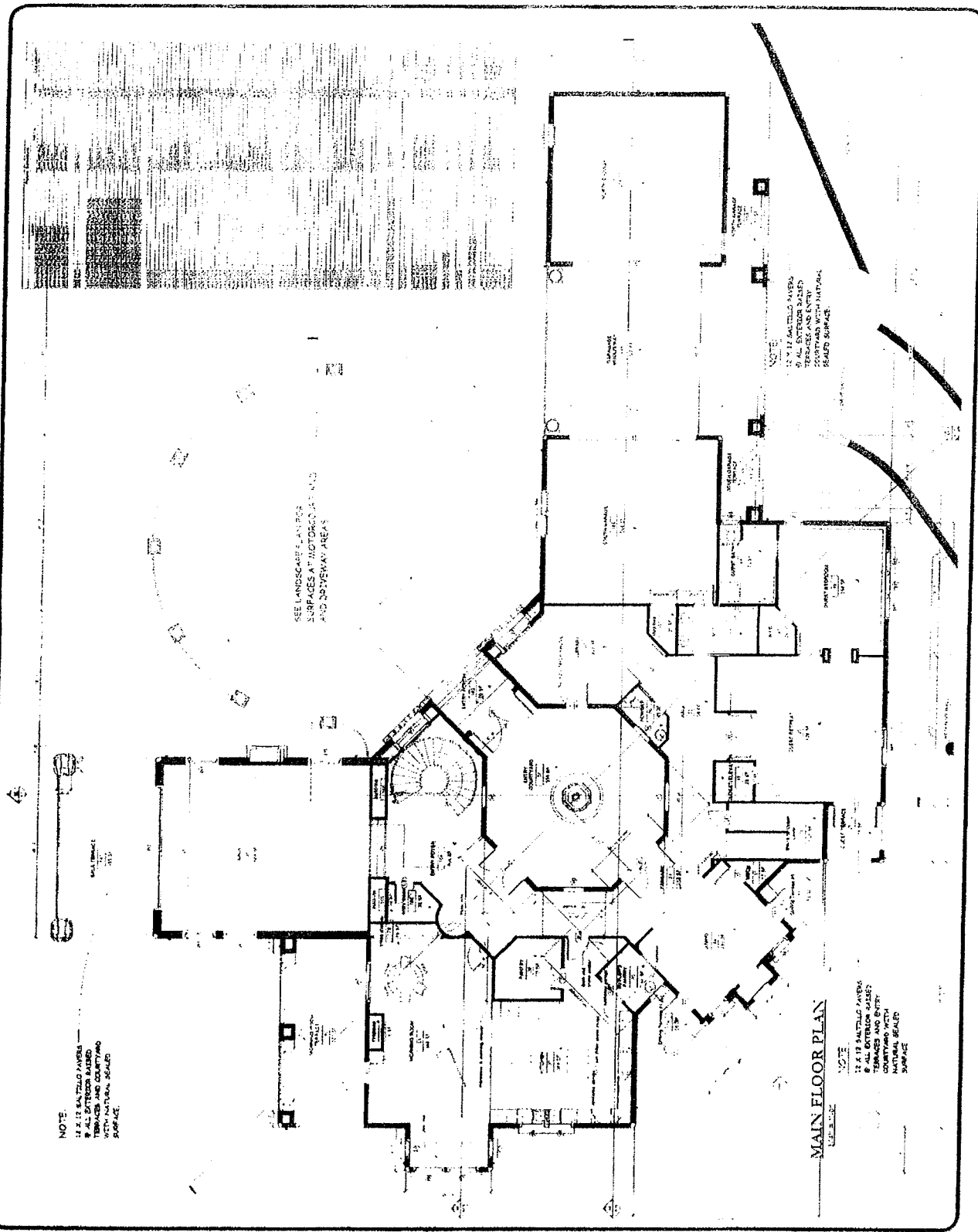
LOWER FLOOR
PLAN

Sheet
A-1



LOWER FLOOR PLAN
1/2" = 1'-0"

1/2" = 1'-0"



NOTE:
1) ALL EXTERIOR TERRACES, TERRACES AND COURTYARD SURFACES SHALL BE FINISHED WITH NATURAL STONE SURFACE.

SEE LANDSCAPE ARCHITECT'S SURFACES AT MOTORWAY, DRIVE AND DRIVEWAY AREAS.

NOTE:
1) ALL EXTERIOR TERRACES, TERRACES AND ENTRY COURTYARD SURFACES SHALL BE FINISHED WITH NATURAL STONE SURFACE.

MAIN FLOOR PLAN
SCALE: 1/8" = 1'-0"

NOTE:
1) ALL EXTERIOR TERRACES, TERRACES AND ENTRY COURTYARD SURFACES SHALL BE FINISHED WITH NATURAL STONE SURFACE.

2.00

SHENKINS CONSULTING
ORIN WATFIELD
ARCHITECTS
1000 WEST 10TH AVENUE
DENVER, CO 80202
TEL: 303.733.8888

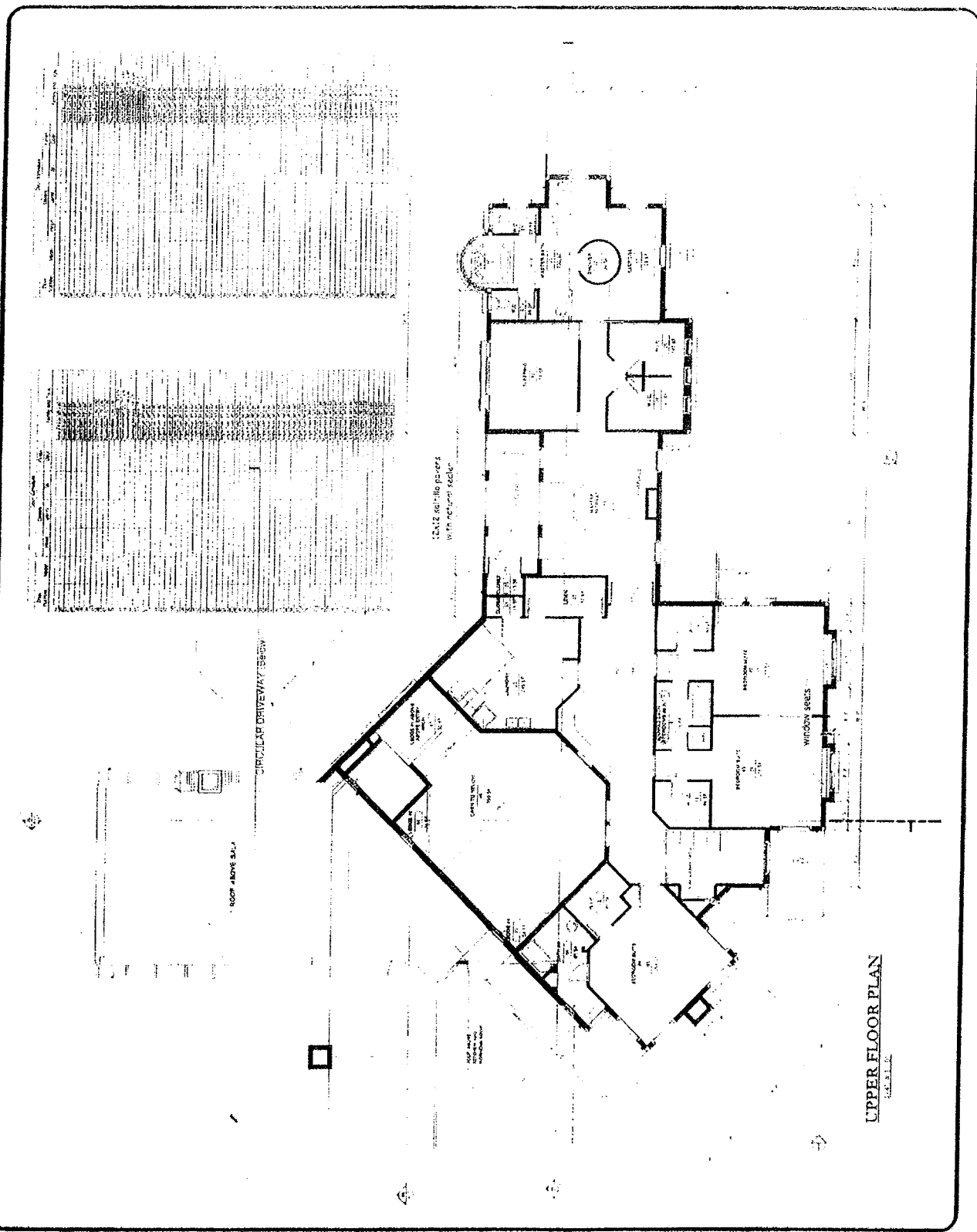


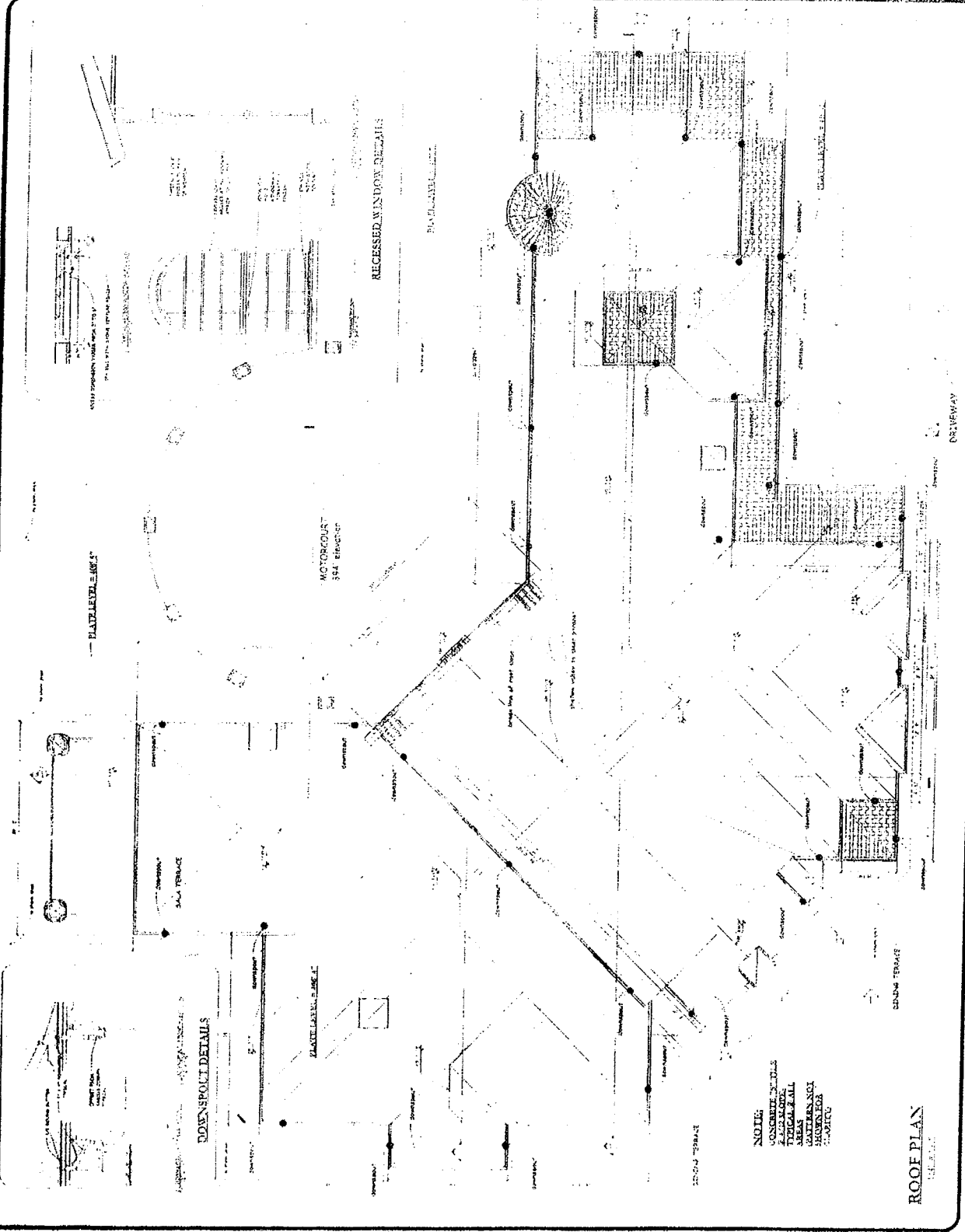
PÉREZ RESIDENCE

1527 DERRICK COURT W. HIGHLAND PARK, CO

UPPER FLOOR PLAN
DATE: 08.10.10

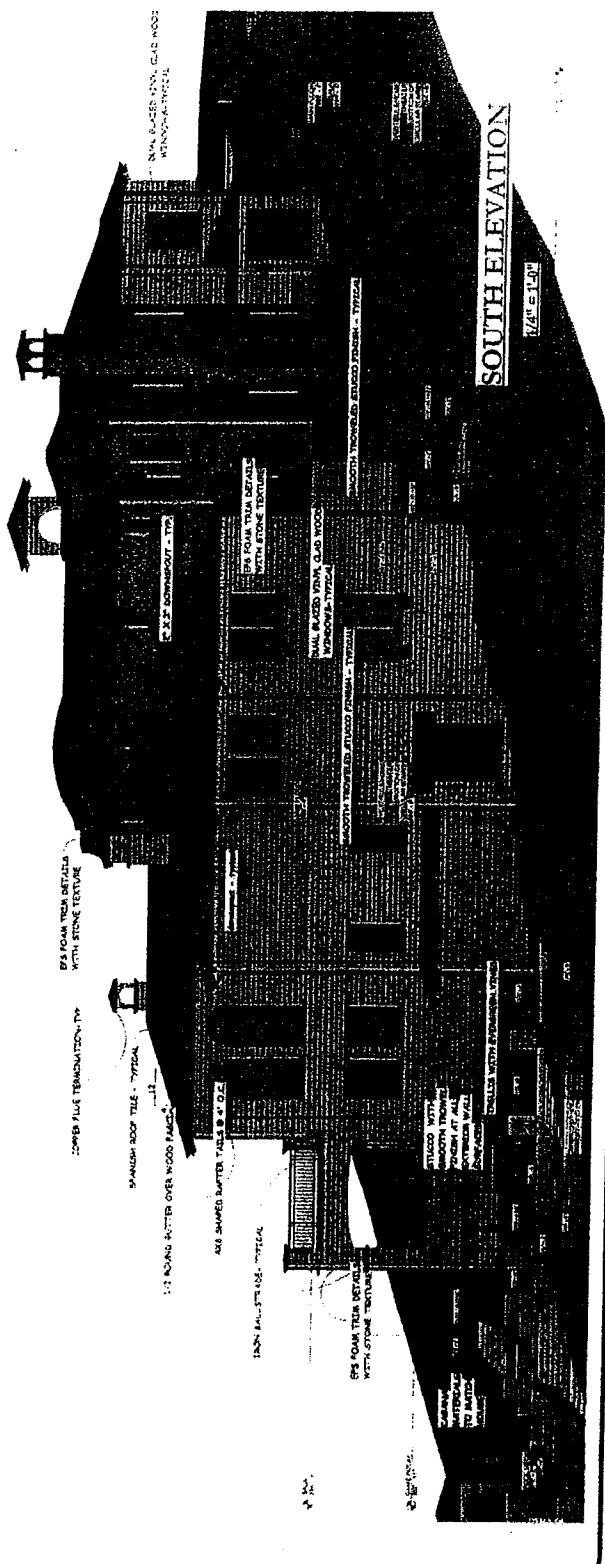
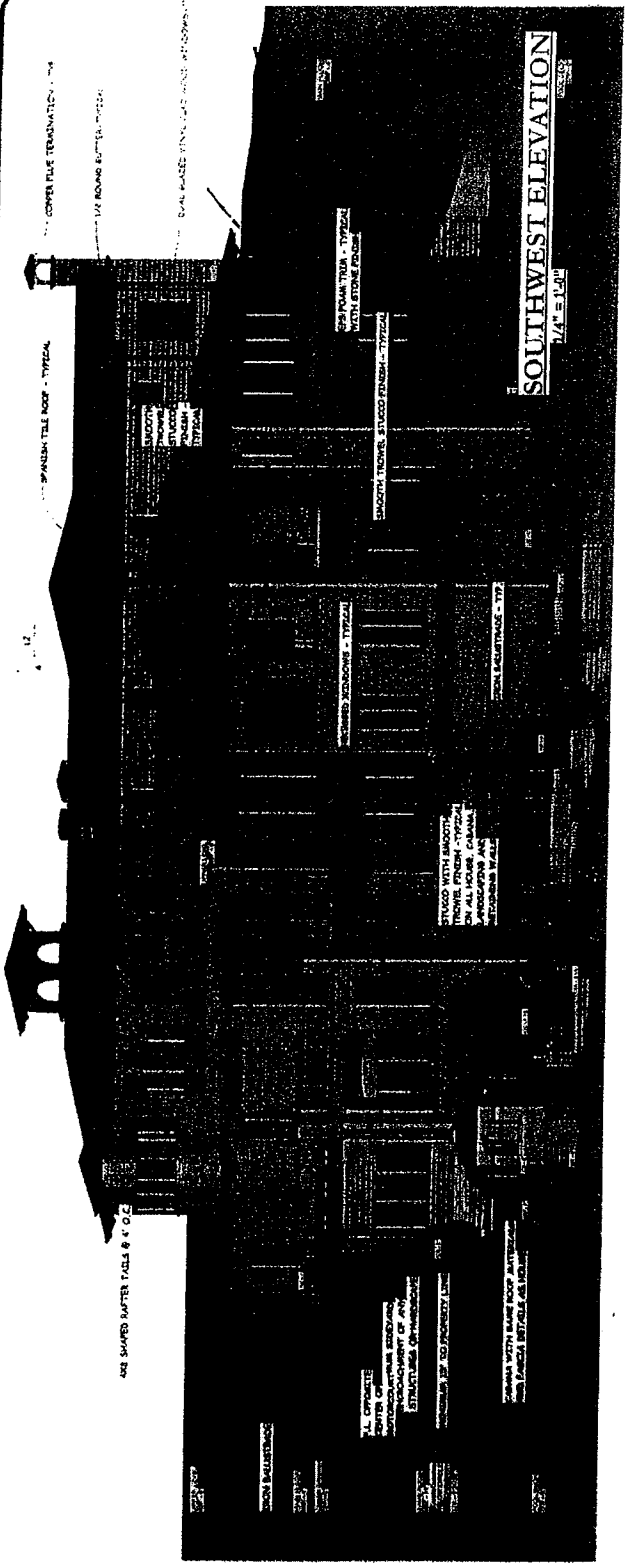
A-3





NOTE:
 CONCRETE INCLUDES
 2" POLYURETHANE
 AREA OF FALL
 GUTTERS AND
 DOWNSPOUTS
 1/2" MIN.

ROOF PLAN
 11-10-00



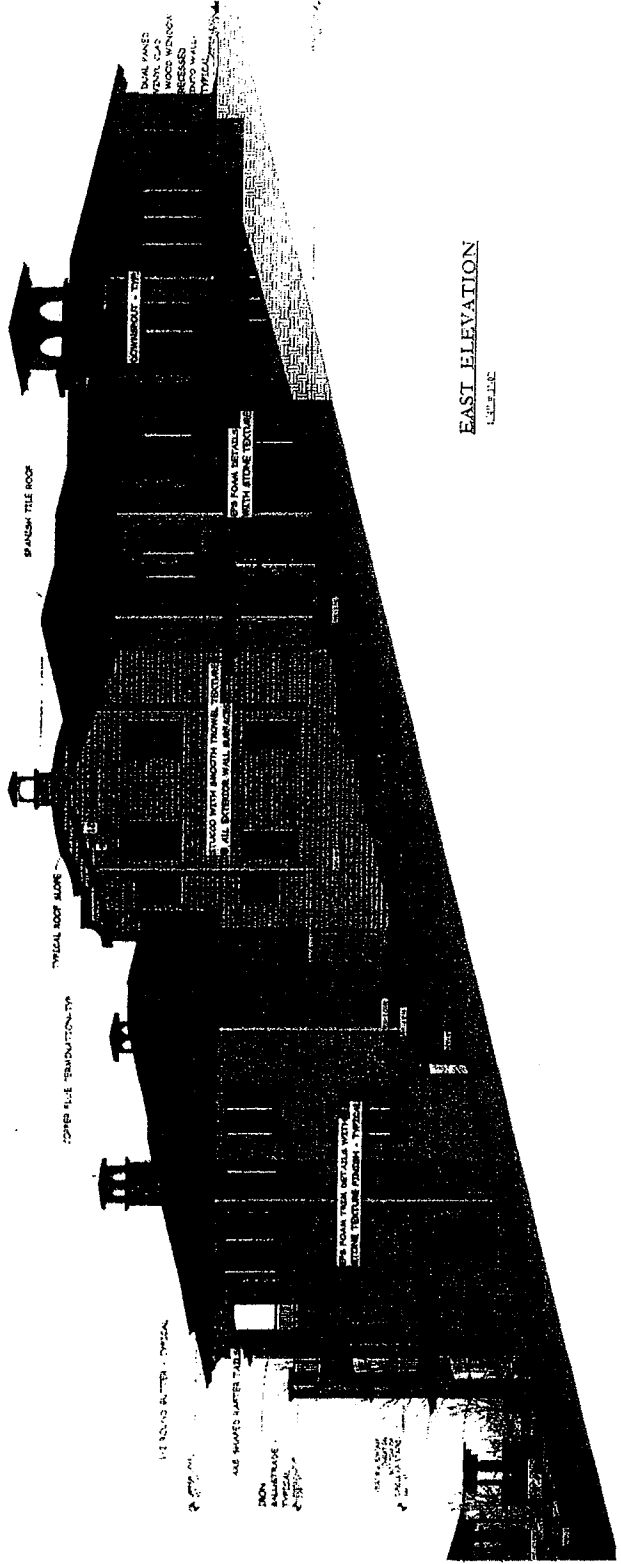
SUNSHINE CONSTRUCTION
 JOHN WAINFIELD
 1577 DUNBAR ROAD
 WASHINGTON, D.C. 20007
 TEL: (202) 462-1111

PEREZ RESIDENCE

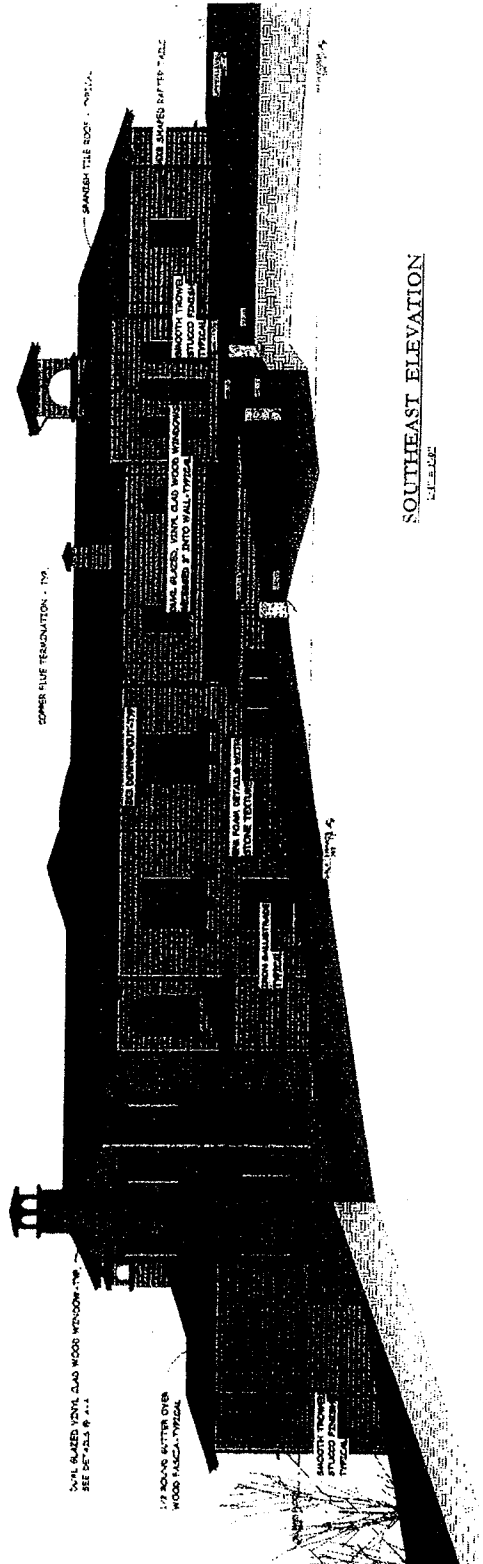
1577 DUNBAR ROAD, WASHINGTON, D.C.

ELEVATIONS
 SOUTH &
 WEST ELEVATIONS

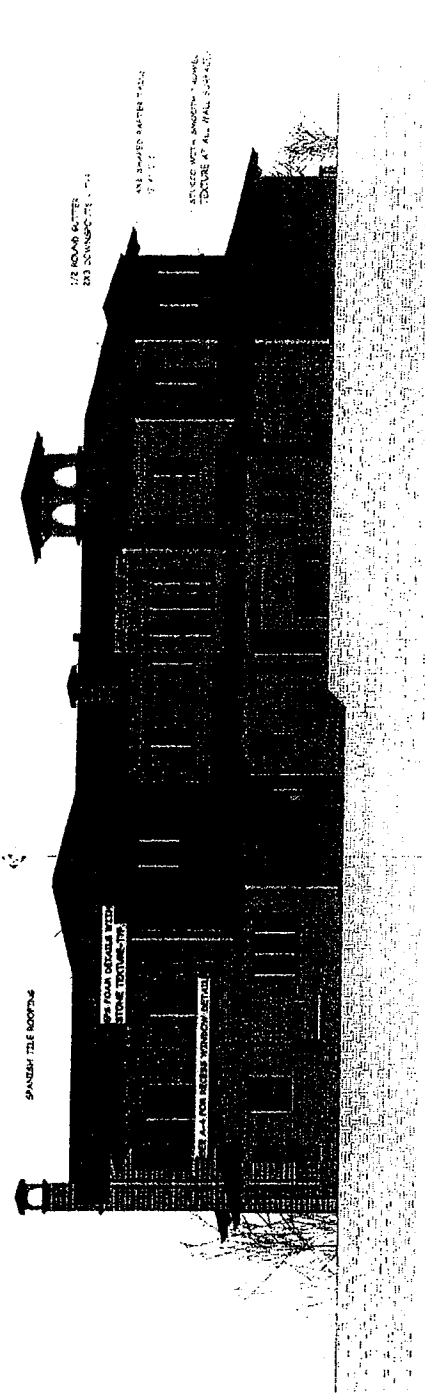
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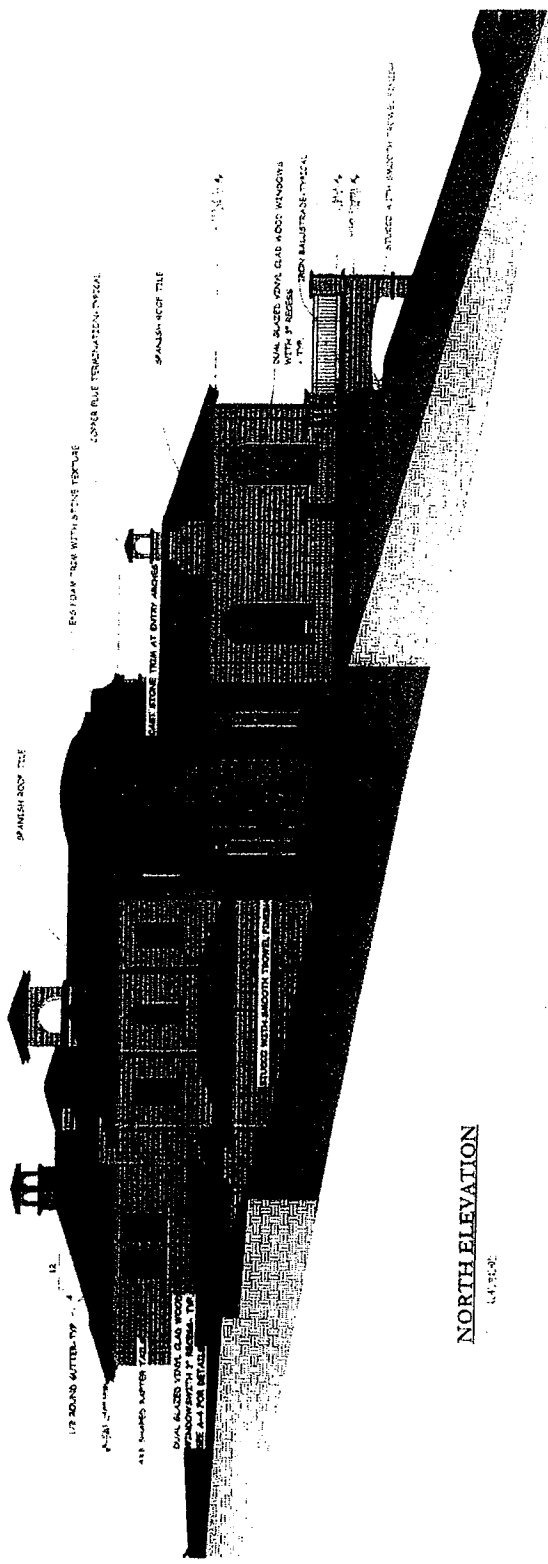
EAST ELEVATION
 SECTION



SOUTHEAST ELEVATION
 SECTION



NORTHEAST ELEVATION



NORTH ELEVATION

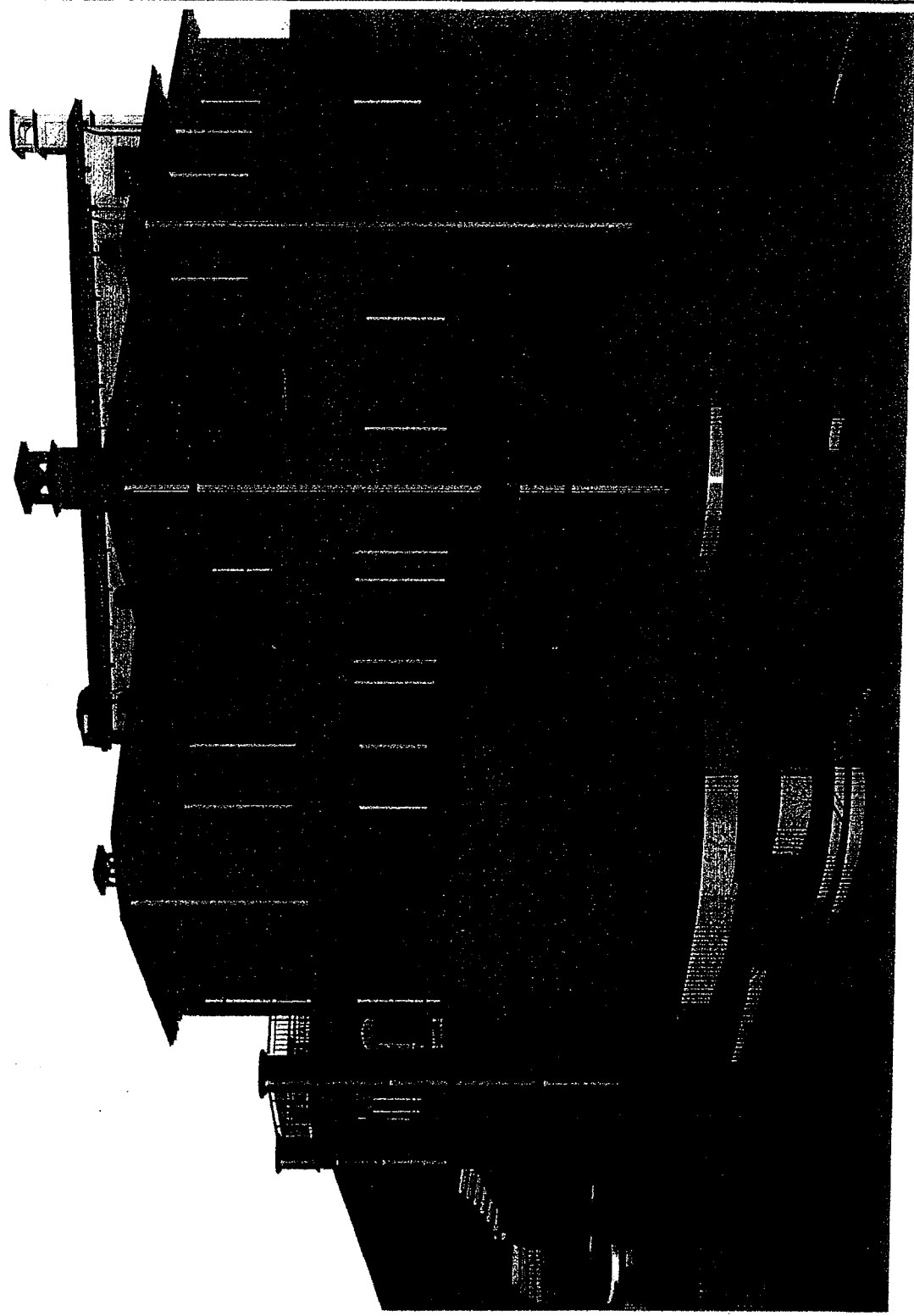
SHIRLEY CONSTRUCTION
1000 N. 10TH ST. SUITE 100
DENVER, CO 80202
TEL: 303.733.1111
WWW.SHIRLEYCONSTRUCTION.COM



PEREZ RESIDENCE

1877 DERRICK COURT, DENVER, CO 80202
VALLEYVIEW

PROJECT # 1877
A-9



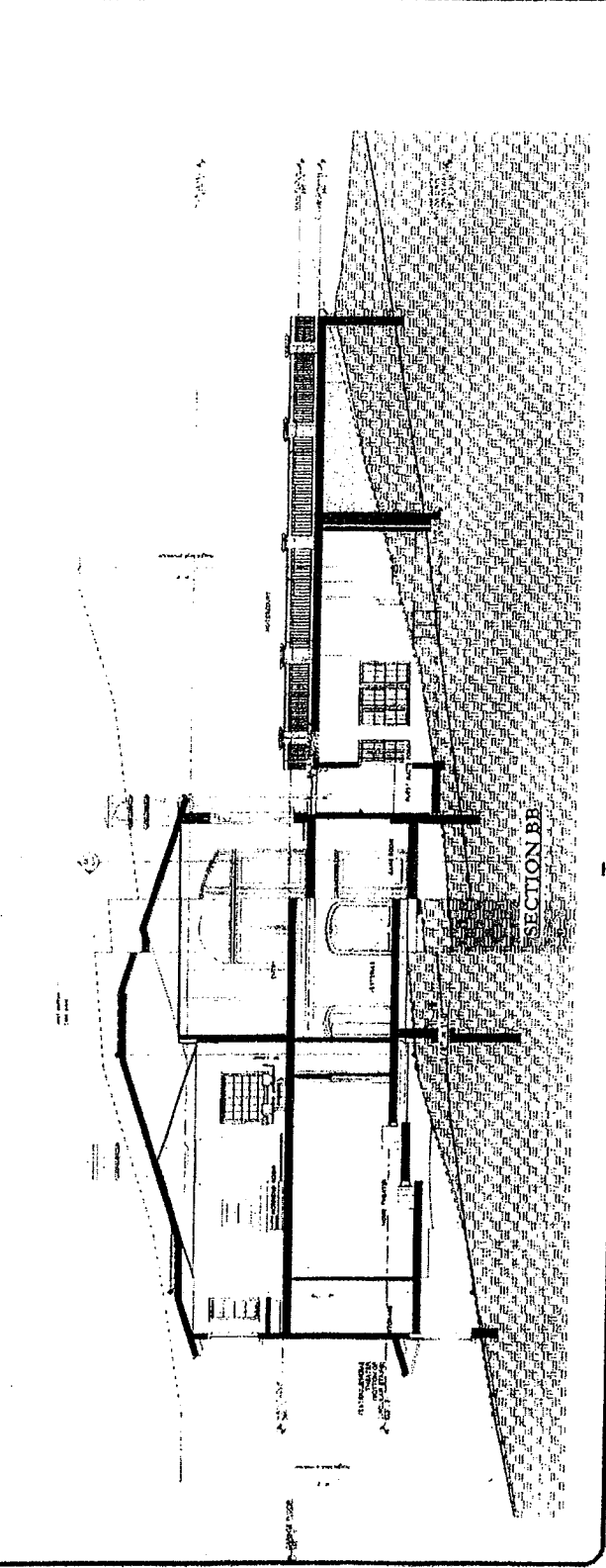
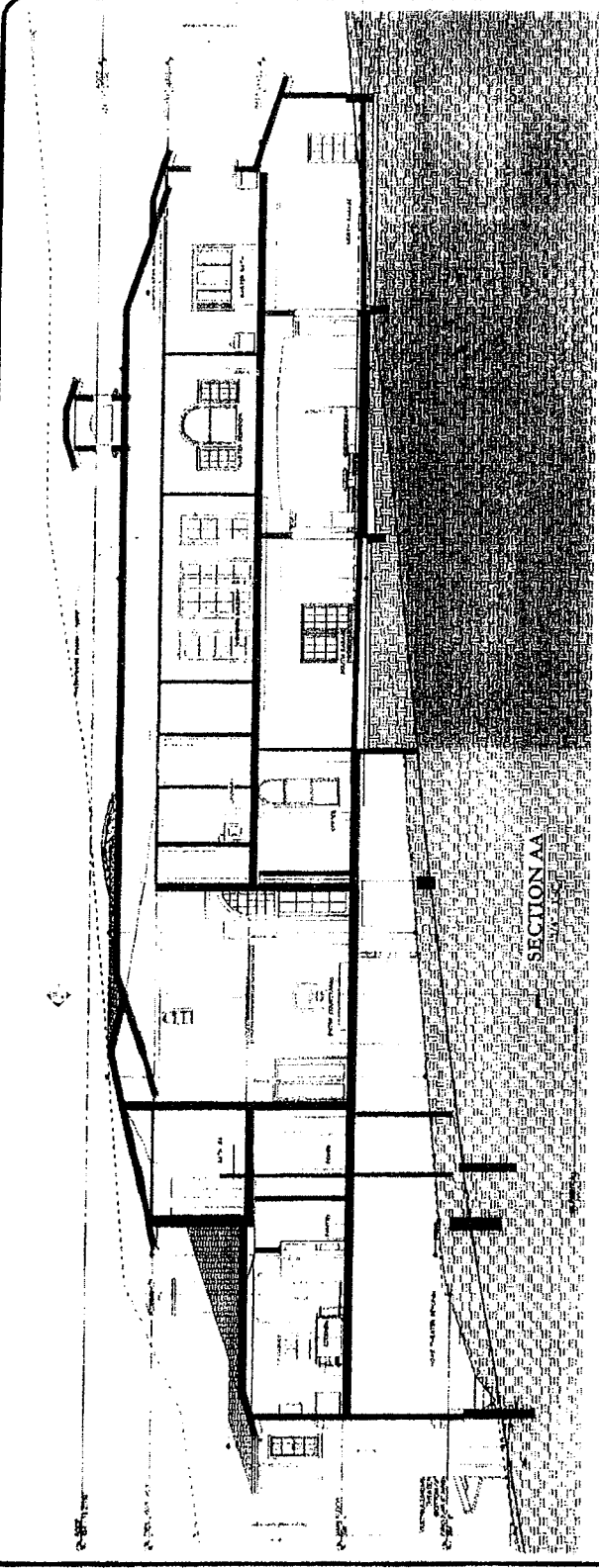
SUNSHINE CONSTRUCTION
1575 DUNWOODY AVENUE, SUITE 100
DUNWOODY, GA 30310
PHONE: 404.488.1111



PÉREZ RESIDENCE

SECTIONS
AA 8/11

A-10



STURTEVANT ARCHITECTURE
1000 WASHINGTON
SAN FRANCISCO, CALIFORNIA 94108
TEL: 415-774-1111
FAX: 415-774-1112

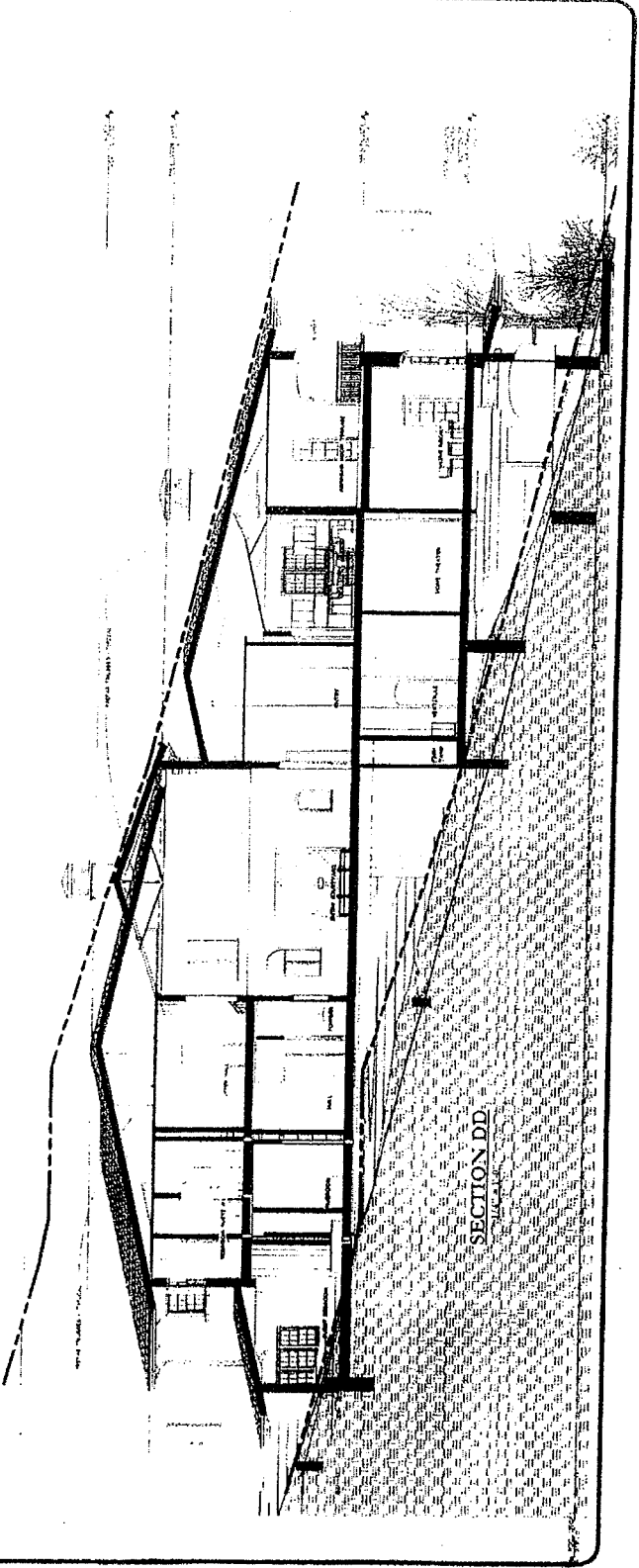
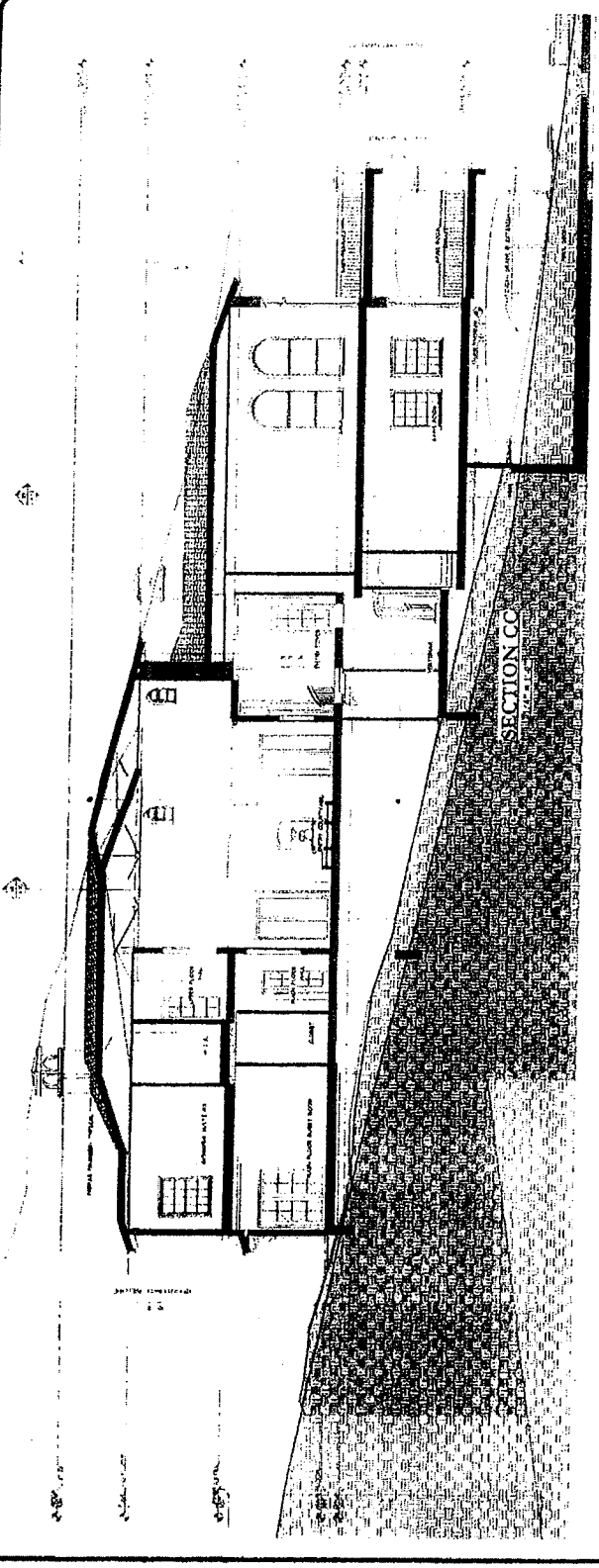


PÉREZ RESIDENCE

1257 DE BROW COURT & HIDDENWOODS
VALLEJO, CA

SECTIONS
GENERAL

A-11



DATE: 10/15/03
SCALE: 1/8" = 1'-0"

HERBERT GREEN & ASSOCIATES, INC.
LANDSCAPE ARCHITECTS
1000 WEST 10TH AVENUE, SUITE 100
DENVER, COLORADO 80202
TEL: 303.733.1100
FAX: 303.733.1101
WWW.HGA-INC.COM

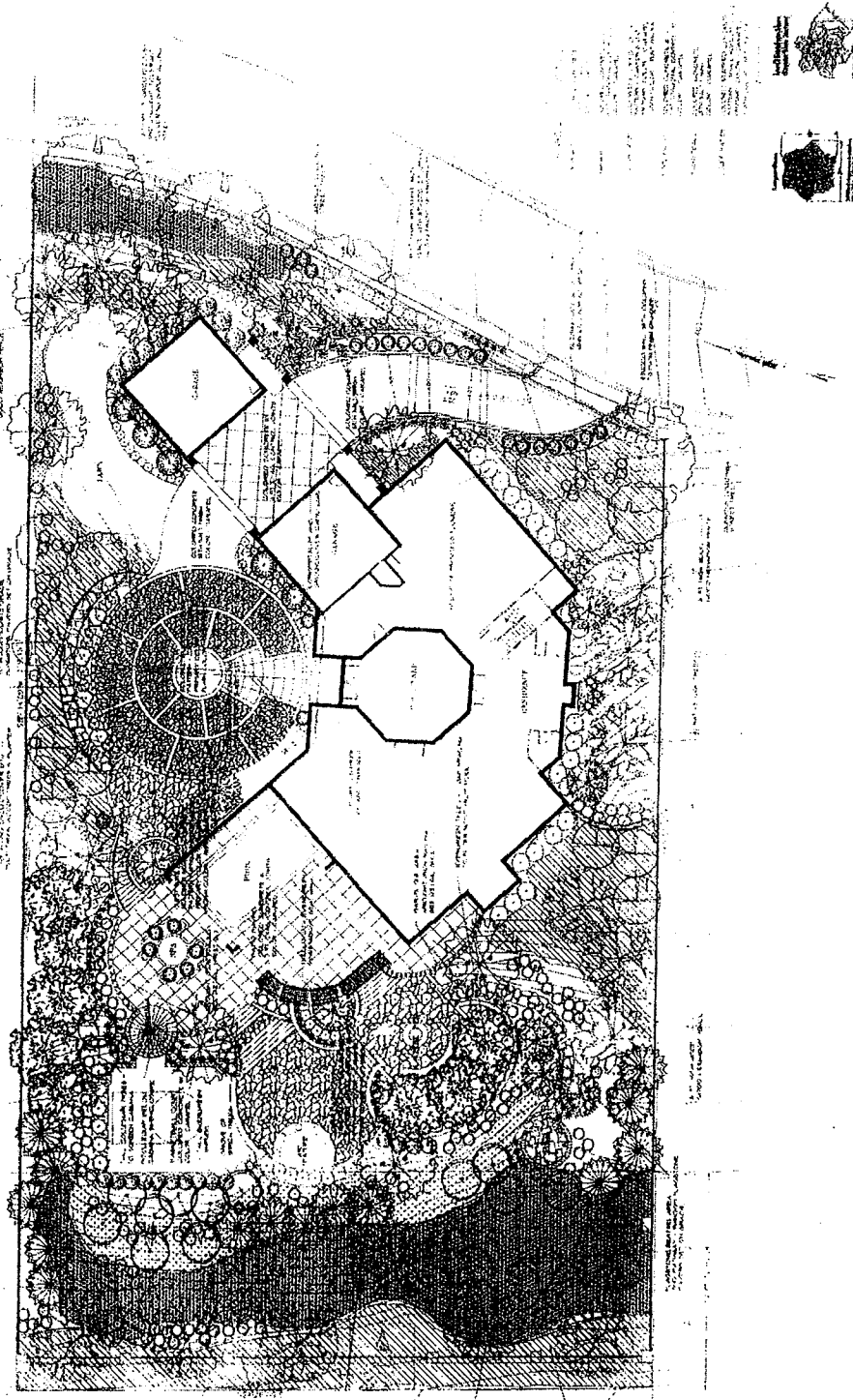


PROJECT NO. 03-001

PEREZ RESIDENCE
1000 WEST 10TH AVENUE, SUITE 100
DENVER, COLORADO 80202

DATE: 10/15/03

SCALE: 1/8" = 1'-0"



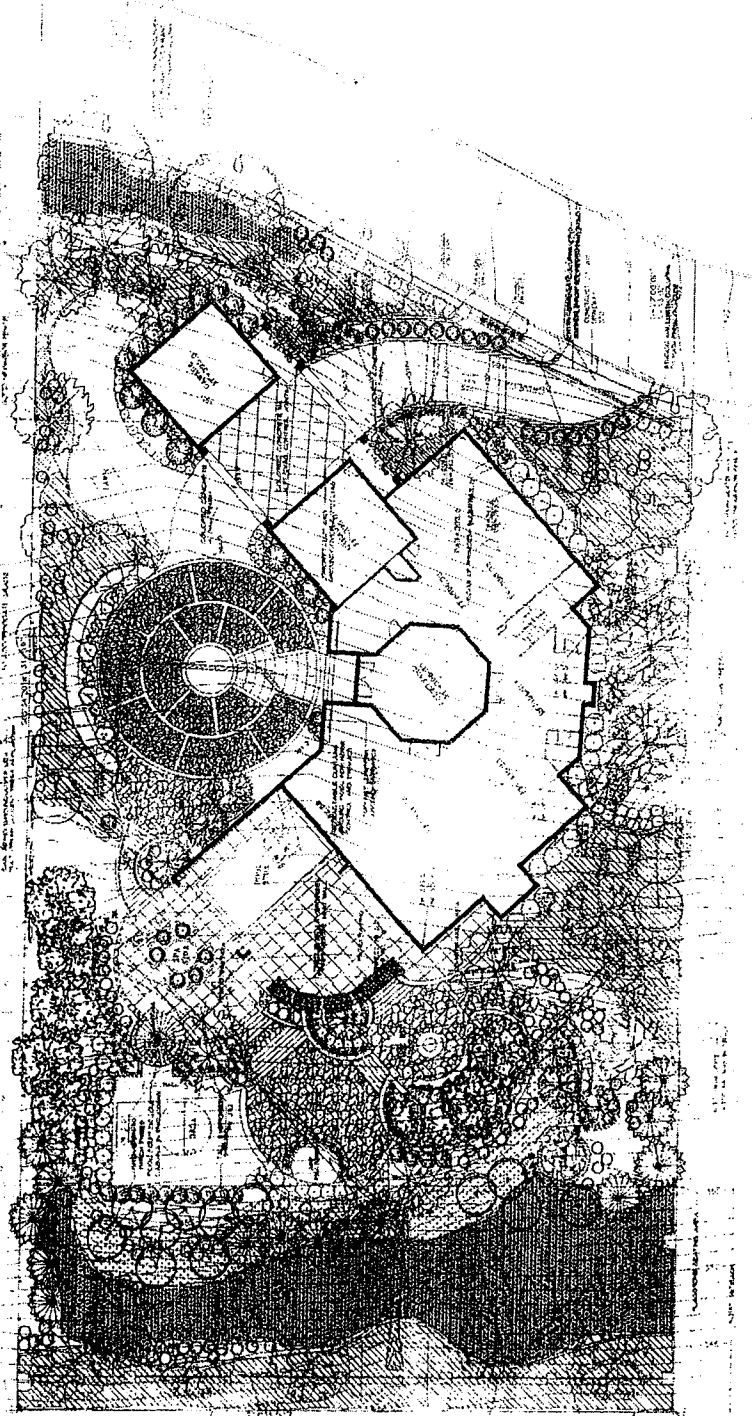
CONCEPTUAL LANDSCAPE PLAN



BOREHOVNIKIAN & ASSOCIATES, INC.
LANDSCAPE ARCHITECTS
1000 W. 15th St., Suite 100
Denver, Colorado 80202
Tel: 303.733.1111
Fax: 303.733.1112

PEREZ RESIDENCE

DATE: 01/10/08
SCALE: AS SHOWN



COMPOSITE GRADING AND LANDSCAPE PLAN

NOTHING TO BE CONSIDERED AS PART OF THE DESIGN UNLESS SHOWN ON THIS PLAN.

1. ALL PLANTINGS TO BE INSTALLED IN ACCORDANCE WITH THE LANDSCAPE ARCHITECT'S SPECIFICATIONS.
2. ALL PLANTINGS TO BE INSTALLED IN ACCORDANCE WITH THE LANDSCAPE ARCHITECT'S SPECIFICATIONS.
3. ALL PLANTINGS TO BE INSTALLED IN ACCORDANCE WITH THE LANDSCAPE ARCHITECT'S SPECIFICATIONS.

10/10/2010 10:00 AM
10/10/2010 10:00 AM
10/10/2010 10:00 AM

DR. B. S. SURESH
RENEZ RESIDENCE
10/10/2010 10:00 AM

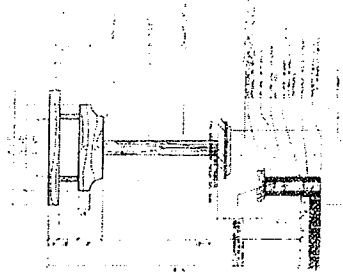
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10/10/2010 10:00 AM
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RENEZ RESIDENCE
10/10/2010 10:00 AM

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10/10/2010 10:00 AM

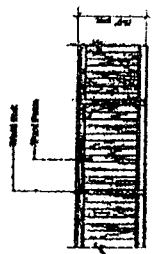
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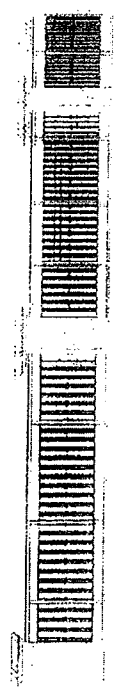


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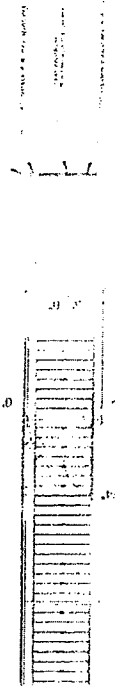
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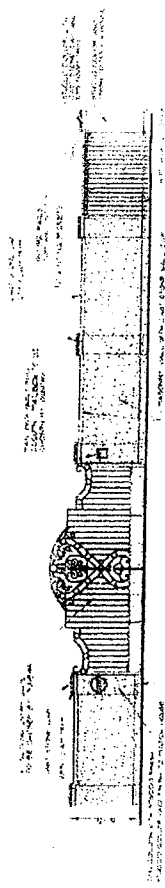
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10/10/2010 10:00 AM

ROBERT L. LANTIER & ASSOCIATES, INC.
ARCHITECTS
1000 BROADWAY
NEW YORK, N.Y. 10018
TELEPHONE: 212-677-1234

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1000 BROADWAY
NEW YORK, N.Y. 10018
TELEPHONE: 212-677-1234

NO.	DESCRIPTION	QTY	UNIT	PRICE	TOTAL
1	CONCRETE	100	CU YD	120.00	12000.00
2	STEEL	50	TONS	200.00	10000.00
3	BRICK	1000	1000	1.00	1000.00
4	CEMENT	200	TONS	80.00	16000.00
5	AGGREGATE	300	CU YD	40.00	12000.00
6	PAINT	100	GALLONS	10.00	1000.00
7	LABOR	1000	HOURS	10.00	10000.00
8	PERMITS	1	SET	500.00	500.00
9	INSURANCE	1	YEAR	1000.00	1000.00
10	CONTINGENCY	10	PERCENT	10000.00	10000.00
TOTAL					60000.00

THE CITY OF VALLEJO
DEPARTMENT OF PUBLIC WORKS
GENERAL SPECIFICATIONS FOR
CONSTRUCTION OF
STREETS AND ALLEYS
SECTION 101 - GENERAL NOTES

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE STANDARD SPECIFICATIONS FOR HIGHWAYS AND BRIDGES, PUBLISHED BY THE AMERICAN ROAD & BUILDING BUILDERS ASSOCIATION, INC., AND THE STANDARD SPECIFICATIONS FOR BRIDGES AND STRUCTURES, PUBLISHED BY THE AMERICAN INSTITUTE OF STEEL CONSTRUCTION, INC.

2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

3. ALL MATERIALS AND METHODS OF CONSTRUCTION SHALL BE SUBJECT TO THE INSPECTION AND APPROVAL OF THE CITY ENGINEER.

4. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.

5. ALL UTILITIES SHALL BE PROTECTED AND DEEPER THAN THE PROPOSED FOUNDATION.

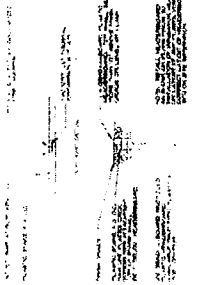
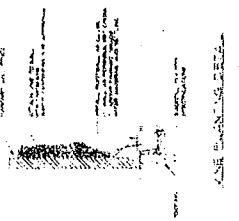
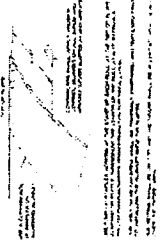
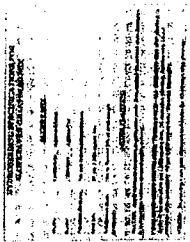
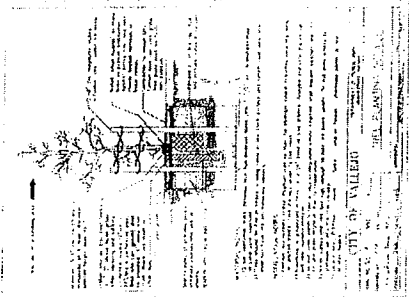
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES.

7. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.

8. THE CONTRACTOR SHALL MAINTAIN ADEQUATE RECORDS OF ALL WORK DONE.

9. ALL MATERIALS SHALL BE STORED PROPERLY AND PROTECTED FROM WEATHER.

10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CLEANUP AND RESTORATION OF THE WORK AREA.



NO.	DESCRIPTION	QTY	UNIT	PRICE	TOTAL
1	CONCRETE	100	CU YD	120.00	12000.00
2	STEEL	50	TONS	200.00	10000.00
3	BRICK	1000	1000	1.00	1000.00
4	CEMENT	200	TONS	80.00	16000.00
5	AGGREGATE	300	CU YD	40.00	12000.00
6	PAINT	100	GALLONS	10.00	1000.00
7	LABOR	1000	HOURS	10.00	10000.00
8	PERMITS	1	SET	500.00	500.00
9	INSURANCE	1	YEAR	1000.00	1000.00
10	CONTINGENCY	10	PERCENT	10000.00	10000.00
TOTAL					60000.00

November 20, 2006

Mr. Marcus Adams
Vallejo City Planning Division
City Hall
P.O. Box 3068
Vallejo, CA 94590

Dear M. Adams:

**Re: Unit Plan PD # 06-0018; 1757 Durrow Court (Lot 19); APN: 0182-215-070;
Minor exception ME #06-0022**

Project Applicant: Orin Wakefield

As neighbors affected by the projects listed in the aforementioned notices (listed above), we would like to voice our objections to the project detailed. We believe the proposed house is much too large for our neighborhood and should be scaled back for the following reasons:

- 1. At over 14,000 sq ft, this house is completely inconsistent with the size and style of other of other single-family houses in the neighborhood. Most houses are under 3,500 sq ft and the other custom homes, on adjacent lots, half the size of the proposed new house.**
- 2. This 14,029 sq ft single-family dwelling is NOT within the sq footage limits of Vallejo policy. In Hiddenbrooke, we pay taxes to Vallejo and expect that homes built in our neighborhood will be built within Vallejo City Rules and codes.**
- 3. The proposed house will block the view and the sunrise from the existing houses below. We will in fact be living in the shadow of the proposed structure. This cannot help but negatively impact the aesthetics of the street and property values of the existing homes below.**

- 4. As witnessed by ME# 06-0022, the proposed structure is so large that there is insufficient room for the side-yard setback within existing building codes. The fact that it will not fit within code on 43,995 sq ft lot speaks volumes about the size of the structure.
- 5. We are also concerned that this large of a structure will be used for multiple families, renting portions of the house, and /or business.

We are all **extremely** concerned about this project. We want to reiterate that this proposed project is not within city rules/codes. It is simply far too large for that size lot, not consistent with the rest of our neighborhood and the above listed reasons.

Please keep us informed of all matters relating to the proposed structure described in the plan above.

Regards,

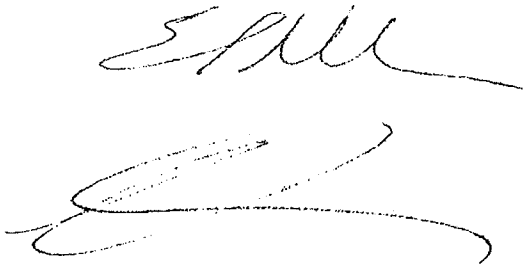
Concerned Hiddenbrook residents:

⑤ Dennis Royce 1735 Landmark Dr. Vallejo CA 94591

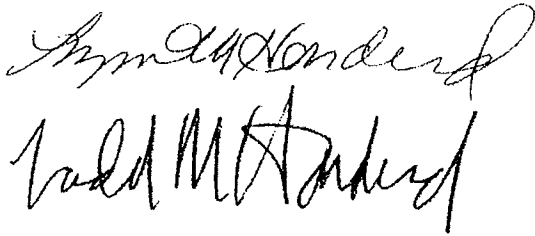
⑥ Frank DeRube 1743 Landmark Dr. Vallejo CA 94591

- > square foot lot speaks volumes about the size of the structure.
- >
- > We are also concerned that this large of a structure will be used for
- > multiple families, renting portions of the house, and/or a business.
- > increasing traffic and noise in the neighborhood.
- >
- > Please keep us informed of all matters relating to the proposed
- > structure described in the Plan above.
- >
- > Regards,
- >
- > Concerned Hiddenbrook residents:
- >

① erick + Lyina Nelson
 1759 Landmark Dr.
 Vallejo, CA. 94591
 707. 644. 1433



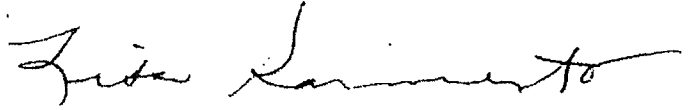
② Lynn + Todd Honderd
 1767 Landmark Dr
 Vallejo, CA 94591
 707 ~~644~~ 558 0230



③ Loretta + Margaret
 1775 Landmark Dr.



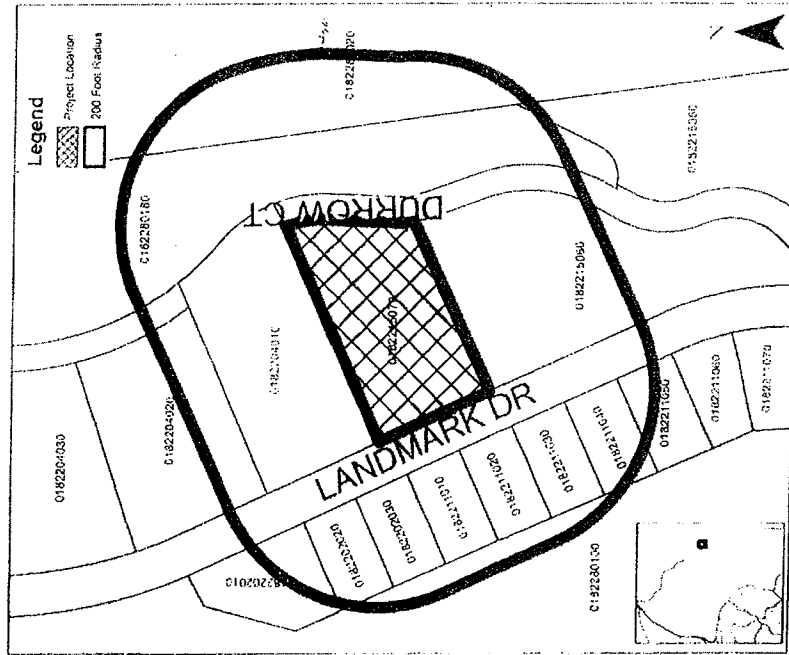
④ 1799 Landmark Dr Vjo



Custom Single Family Home 1757 Durrow Ct. @ Hiddenbrooke

Attachment D

200 Foot Radius Map

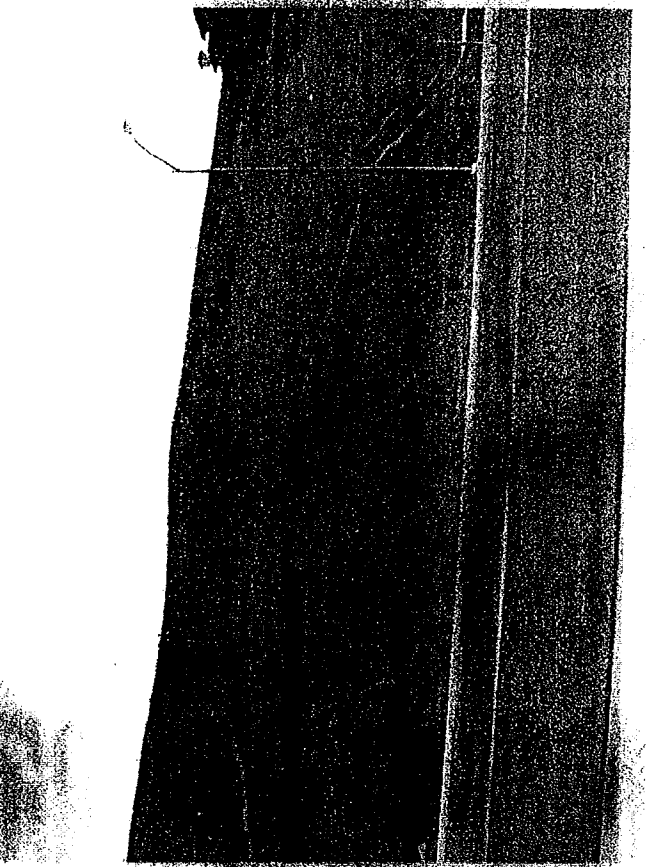


Vicinity Map

Custom Single Family Home 1757 Durrow Ct. @ Hiddenbrooke

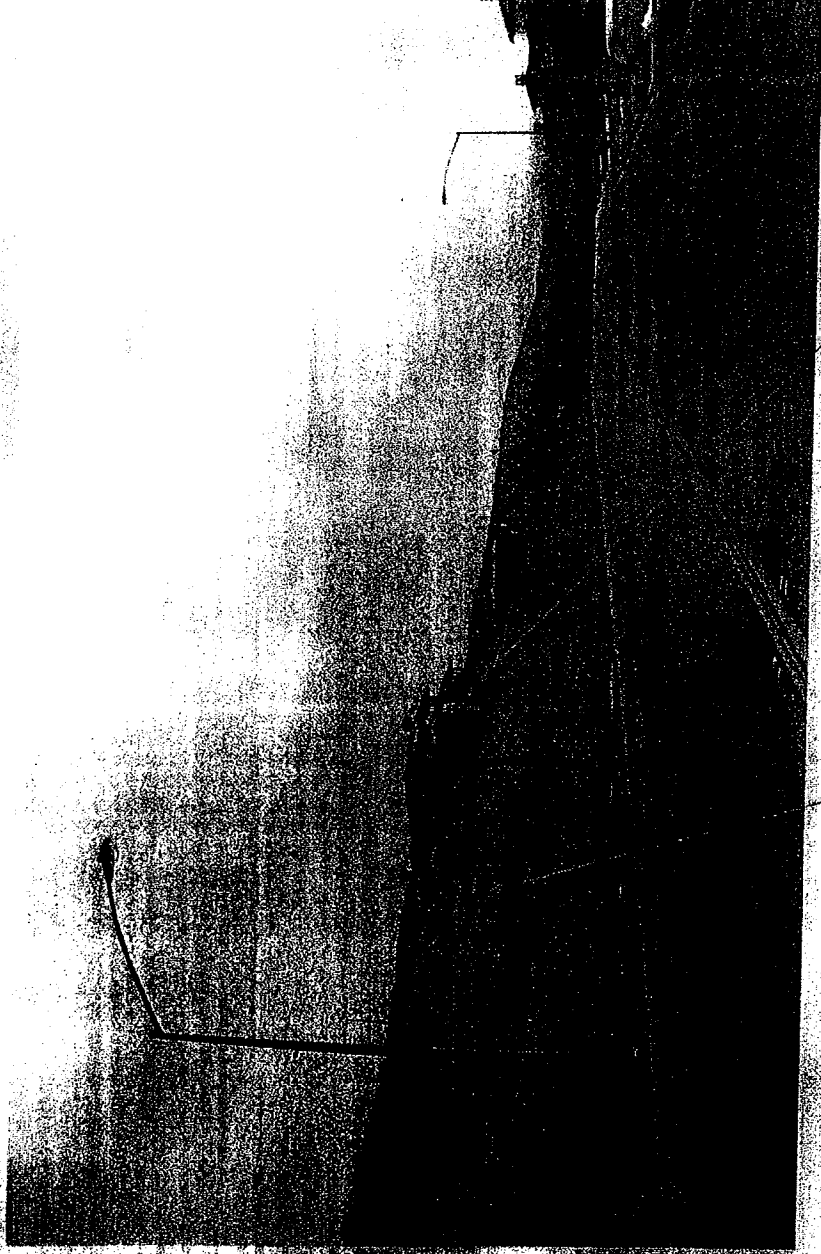
Address	Total Building square footage	1 st floor square footage	Lot square footage	Lot coverage
1763 Durrow	vacant	vacant	44,866	N/A
1773 Durrow	vacant	vacant	43,560	N/A
1781 Durrow	vacant	vacant	43,560	N/A
1789 Durrow	3,070	3,070	43,995	7.00%
1797 Durrow	vacant	vacant	45,738	N/A
1740 Durrow	5,632	1,857	58,806	3.20%
1749 Durrow	6,289	3,661	69,260	5.30%
<i>Averages</i>	<i>4,991</i>	<i>2,863</i>	<i>49,969</i>	<i>5.10%</i>
Site	14,029	9,354	43,995	21.30%

Custom Single Family Home
1757 Durrrow Ct. @ Hiddenbrooke



Subject site: Lot 19

Custom Single Family Home 1757 Darrow Ct. @ Hiddenbrooke



Subject site with custom home next door

Custom Single Family Home 1757 Durrrow Ct. @ Hiddenbrooke



1789 Durrrow Ct. (lot 15)
3,070 s.f. 7.0% lot coverage
9.1

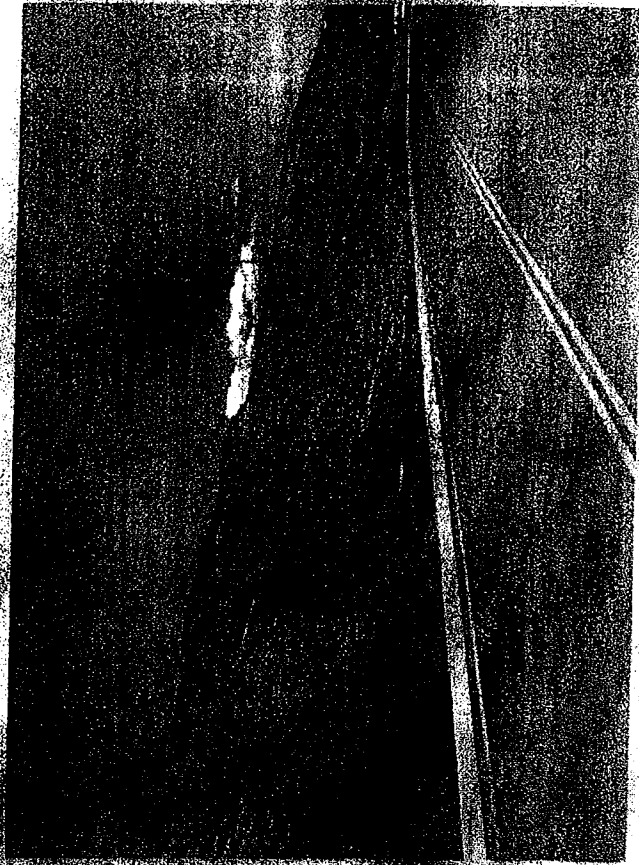


1749 Durrrow Ct. (lot 20)
6,289 s.f. 5.3% lot coverage



1740 Durrrow Ct. (lot 21)
5,632 s.f. 3.2% lot coverage
3.5

Custom Single Family Home 1757 Durrrow Ct. @ Hiddenbrooke



View of 1749 Durrrow Ct. (lot 20) before/after custom home

5.3.2

Custom Single Family Home 1757 Durrrow Ct. @ Hiddenbrooke

1791 Landmark Dr. 3,166 s.f., 32.7% l.c.



Production/Tract Homes: Landmark Drive

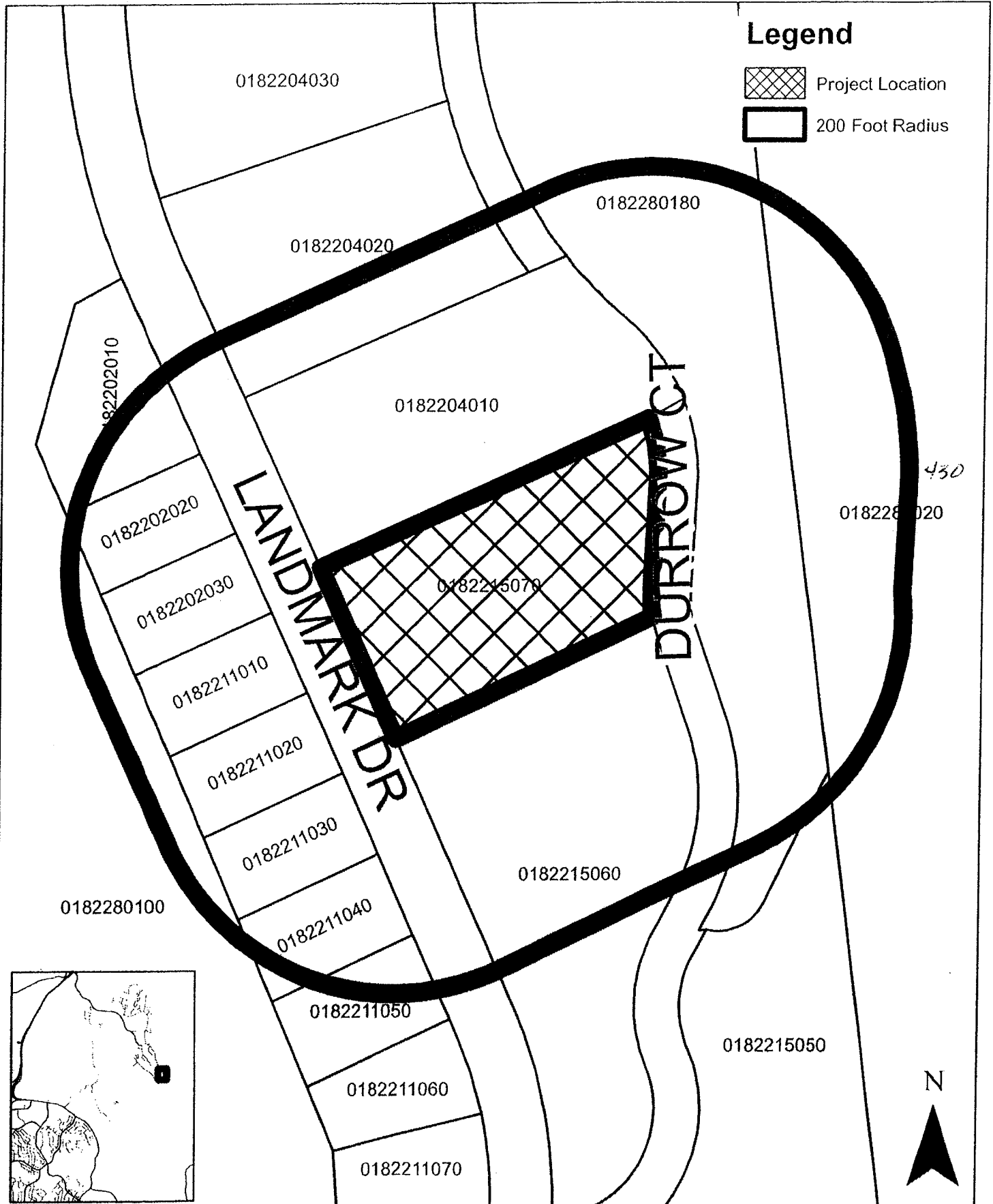
Attachment C

Planned Development #06-0018: 1757 Durrrow Court

custom lots/homes

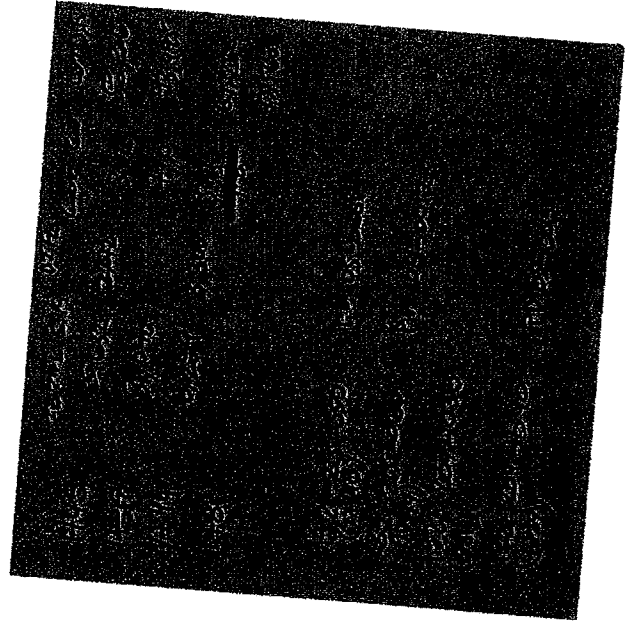
address	total s.f. (incl.garage)	bid. Sq.ftg. (1st floor)	lot s.f.	lot coverage	address	total s.f. (incl.garage)	bid. Sq.ftg. (1st floor)	lot s.f.	lot coverage
1765 Durrrow Ct.			44,866		1799 Landmark Dr.	4,259	1,695	14,199	11.9%
1773 Durrrow Ct.			43,560		1791 Landmark Dr.	3,166	2,681	8,202	32.7%
1781 Durrrow Ct.			43,560		1783 Landmark Dr.	3,996	1,540	8,291	18.6%
1789 Durrrow Ct.	3,070	3,070	43,995	7.0%	1775 Landmark Dr.	3,154	2,669	8,379	31.9%
1797 Durrrow Ct.			45,738	0.0%	1767 Landmark Dr.	3,996	1,540	8,467	18.2%
1740 Durrrow Ct.	5,632	1,857	58,806	3.2%	1759 Landmark Dr.	3,166	2,549	8,556	29.8%
1749 Durrrow Ct.	6,289	3,661	69,260	5.3%	1751 Landmark Dr.	3,996	1,540	8,644	17.8%
1757 Durrrow Ct.	14,029	10,163	43,995	23.1%	1743 Landmark Dr.	3,996	1,540	8,983	17.1%
					1735 Landmark Dr.	3,996	1,540	8,332	18.5%
					1727 Landmark Dr.	4,655	1,893	10,170	18.6%
					1710 Landmark Dr.	3,166	2,549	15,927	16.0%
					1718 Landmark Dr.	3,777	1,893	19,952	9.5%
					Avg. sq.ftg.	4,120	Avg. lot coverage		20.0%

200 Foot Radius Map



HIDDENBROOKE ARCHITECTURAL REVIEW COMMITTEE - HOMES PROPOSED FOR CUSTOM LOTS

Address	Lot #	Lot Size (acres)	Lot Size (sq. ft.)	Home Size (Living Area)	Floor Area Ratio	Total Size of Home (living+garage+deck/patios)	Lot Coverage	Status
1740 Darrow Court	21	1.35	58,806	4,576	8%	6,433	11%	Under Construction
1789 Darrow Court	15	1.10	47,916	3,070	6%	4,517	9%	Under Construction
1781 Darrow Court	16	1.00	43,560	4,152	10%	N/A	N/A	Pending
1749 Darrow Court	20	1.59	69,260	6,289	9%	7,035	10%	Under Construction
1757 Darrow Court	19	1.01	43,996	10,278	23%	14,030	32%	Pending
2292 Bennington Dr.	35	0.32	13,775	3,372	24%	4,814	35%	Under Construction
2274 Bennington Dr.	37	1.06	46,138	4,091	9%	5,629	12%	Under Construction
2300 Bennington Dr.	14.3	0.34	14,864	4,253	29%	5,078	34%	Complete
2306 Broadleigh Dr.	7	0.55	23,802	3,200	13%	n/a	n/a	Complete
2308 Broadleigh Dr.	n/a	0.30	13,147	4,080	31%	n/a	n/a	Complete
2310 Broadleigh Dr.	15-3	0.64	27,684	5,100	18%	n/a	n/a	Complete
2339 Broadleigh Dr.	5	3.81	166,159	7,103	4%	9,646	6%	Complete
971 Lyndhurst Lane	302	0.64	27,765	3,526	13%	4,271	15%	Under Construction
2309 Pinnacle Dr.	13-4	0.38	16,433	3,650	22%	n/a	n/a	Complete
2107 Staghorn Dr.	20	1.07	46,609	6,324	14%	9,187	20%	Pending





LAW OFFICES OF JASON S. BUCKINGHAM, INC.

701 SOUTHAMPTON ROAD, SUITE 211, BENICIA, CALIFORNIA 94510

TEL: 707.745.2200 FAX: 707.780.6357 WWW.JSB-LAW.COM

BY HAND DELIVERY

May 8, 2007

**TO: City Council, City of Vallejo
c/o Allison Villarante, City Clerk
City of Vallejo
555 Santa Clara Street
Vallejo CA 94590**

RE: Agenda item to be heard by the Vallejo City Council on May 22, 2007 - Larry Seamer appeal of the March 19, 2007 Planning Commission decision re: 1757 Durrow Court

Dear Council members:

This office represents Ron and Eunice Perez, the owners of 1757 Durrow Court. I have been asked to ensure that the City Council has all pertinent information regarding Mr. Seamer's appeal of the Planning Commission's unanimous decision (6-0, with one Commissioner absent) to allow my clients to build their custom home without the severe size restrictions suggested by Marcus Adams.

Under the Vallejo Municipal Code Section 16.102.020 (C), the Council "may summarily reject any appeal upon determination that the appellant is not adversely affected by a decision under appeal." For the reasons stated below, we urge the Council to reject Mr. Seamer's appeal.

Seamer should be estopped from appeal based on his Disclosure Statement

The crux of Mr. Seamer's objection to my clients' planned development is that Mr. Seamer does not want to look at a large custom home directly across the street from his front door - most of his reasons for appeal are directly linked to his view. However, as was noted in the Planning Commission hearing, (i) there are no air, light, or view easements in the Hiddenbrooke CC&Rs, and (ii) there are no Residential View Districts in Hiddenbrooke.

This alone should be enough for the Council to affirm the Planning Commission's unanimous decision, but we have discovered what I believe to be a fatal defect in Mr. Seamer's appeal. As a buyer who purchased an Estancia home directly from Richmond American Homes, Mr. Seamer was required to sign a comprehensive Disclosure Statement in which he acknowledged and agreed that:

"Any view from the Property or surrounding areas, whether developed or undeveloped, is not part of the value of the Property"; and

"A view may be negatively impacted by a variety of occurrences including but not limited to the construction of rooftops, buildings, decks, landscaping or other future development."

In short, Mr. Seamer bought his home with full knowledge that he has no particular right to a particular view, as did every other owner who objected to my clients' proposed development. A person who acquires land knowing that he has no right to a view should not be allowed to later thwart the progress of a multi million dollar project, based upon a right he knows he does not have. Thus, we request that the Council reject Mr. Seamer's appeal on the basis that he cannot claim to be adversely affected by my clients' proposed development as approved by the Planning Commission.

I have attached a copy of the pertinent part of the Disclosure Statement for the Council's review, and will be happy to provide a copy of the complete Disclosure Statement form to any Council member upon request. I have also attached a copy of Mr. Seamer's deed from Richmond American Homes to show that he purchased his home from Richmond American Homes.

Seamer's reading of the Specific Plan is incorrect

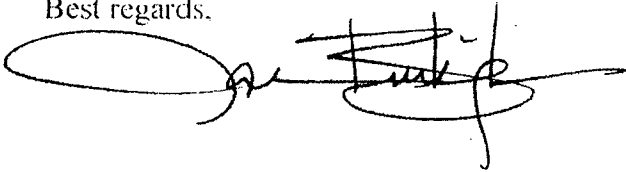
Mr. Seamer asserts that the Specific Plan requires the Council to overturn the Planning Commission's decision because the rules "require new structures to be similar in scale to neighboring structures."

Not only is such an interpretation incorrect, it is antithetical to the concept of having a Planned Development. Contrary to Mr. Seamer's assertion, the Specific Plan clearly contemplates many different kinds of residential development, as well as commercial and recreational uses, with different uses existing alongside each other. Under the Specific Plan, development of medium density, compact, attached single family dwellings and condominiums can coexist within walking distance of large custom homes on lots over one acre in size. Thus, Mr. Seamer's contention that the Planning Commission misread the Specific Plan is plainly in error, and we urge the Council to reject the appeal on that basis.

Conclusion

Because Mr. Seamer signed a document in which he agreed that he has no right to a particular view, and also because Mr. Seamer's reading of the Specific Plan would tend to undermine the purpose of the Plan, we request the Council reject Mr. Seamer's appeal as provided under the Vallejo Municipal Code and leave intact the 6-0 Planning Commission decision to allow my clients' proposed design to go forward as submitted.

Best regards,

A handwritten signature in black ink, appearing to read "Jason S. Buckingham". The signature is written in a cursive style with a large, sweeping initial "J" and "B".

Jason S. Buckingham

enclosures

CITY / COUNTY TRANSFER TAX

In the City of Vallejo, the one time transfer applicable to homes in the Community is \$3.30 for every \$1,000.00 or fraction thereof of the price of the home, upgrades included, paid at the time of sale. In addition to the city transfer tax, the County of Solano transfer tax is equal to \$1.10 per \$1,000.00 of the price of the home, upgrades included.

TRACT BOUNDARY FENCES AND WALLS

In some instances, walls or fences will be constructed or may be already in existence along all or a portion of the perimeter of a tract in compliance with local regulations and requirements. Many times, these tract boundary fences or walls are set back onto homeowners lots (inside lot lines) at certain distances or intervals to create a more aesthetic community. As a result, lots which are bordered by this type of fence or wall may be subject to an easement and extend to the other side of the boundary structure. Purchasers of homes along the perimeter of the tract, should refer to the subdivision map or plot plan to determine the precise location of any tract boundary fence or wall, and the actual lot lines of Purchaser's lot. An individualized plot plan will be provided to Purchaser upon purchasing a home in the Community and is also available in the Sales Office for inspection.

TREES AND OTHER VEGETATION

Except as set forth in the Section entitled LANDSCAPING, Richmond American does not guarantee the preservation of any trees, shrubs, ground cover or other foliage located on Purchaser's lot, in the Community or anywhere within the vicinity of the Community. Richmond American is not responsible for any immediate or long-term damage to vegetation caused by construction activity. Lot premiums are not based upon pre-existing vegetation. The construction of homes, lots, street and/or utilities may alter the environment of any trees, shrubs or other landscaping.

Even if a model is purchased, Richmond American does not guarantee the preservation of any trees, shrubs, ground cover or other foliage located on the lot. All care and maintenance of any such foliage is solely the responsibility of the homeowner. This includes all obligations to water, trim or otherwise maintain foliage. Purchaser may experience damage to landscaping from weather, animals (such as deer, gopher, etc.) and insects as well and Richmond American shall not be liable for such damage.

→ VIEWS

Specific lot prices and/or lot premiums are based on lot location and size and not for any view. A view may be negatively impacted by a variety of occurrences including but not limited to the construction of rooftops, buildings, decks, landscaping or other future development. No statements or assurances are made by Richmond American with respect to the construction and future improvements and landscaping that may have an impact upon the view of the Property. Any view from the Property or surrounding areas, whether developed or undeveloped, is not part of the value of the Property and is not guaranteed. Since Richmond American cannot control future development adjacent to or surrounding the Community, Richmond American cannot guarantee to preserve any potential view now or in the future. Richmond American is not responsible for or bound by any representation regarding views made by a sales representative or agent under any circumstances and hereby disclaims same.

It is Purchaser's responsibility to evaluate the location of the home site and lot within the subdivision and determine the acceptability of the assigned lot premium. Richmond American makes no representation as to the preservation of existing or future views from the project.

WATER RESTRICTIONS

From 1987-1992, the State of California was faced with severe drought conditions. Statewide supplies of water storage were seriously depleted and many cities and counties enacted some form of voluntary or mandatory cut-backs in usage. Such cut-backs frequently involve restrictions on the use of water for irrigating lawns and landscaping. Water storage has improved due to rainfall in recent years. However, future drought conditions could force the resumption of rationing and other restrictive programs, both voluntary and mandatory and such programs could affect the residents of the Community. According to Mr. Franz Nestlerode, Deputy Water Superintendent with the City of Vallejo Community Services Department, there are currently no water supply or quality issues, nor any water restrictions currently in effect. However, regulations which affect water service operations of the City of Vallejo could go into effect in the future, and could be imposed either by the City or other regulatory agencies. For the most current information regarding any rationing plans, proposed rationing plans and/or water quality issues for the Community, please contact the City of Vallejo Community Services Department, 555 Santa Clara Street, Vallejo, CA 94590, (707) 648-4345

In addition, the Community may be subject to state rules regarding water efficient landscaping. Prior to making substantial changes or additions to the landscaping provided with your Richmond American home, Purchasers should contact the City of Vallejo's Planning Department, 555 Santa Clara Street, Vallejo, CA 94590, (707) 648-4505.

RICHMOND AMERICAN HOMES OF CALIFORNIA, INC.
2001 Crow Canyon Road, Suite 100
San Ramon, CA 94583-5367

CASTELLO AT HIDDENBROOKE
&
ESTANCIA AT HIDDENBROOKE
Vallejo, CA

Issue Date: September 1, 2001
Re-Issue Date: December 18, 2002

PLEASE READ THIS IMPORTANT DOCUMENT

RICHMOND AMERICAN HOMES OF CALIFORNIA, INC. ("RICHMOND AMERICAN") REQUIRES PURCHASERS TO SIGN THIS "DISCLOSURE STATEMENT" ON THE TITLE PAGE. BY SIGNING, PURCHASER IS INDICATING THAT HE OR SHE HAS RECEIVED AND READ THE ENTIRE DISCLOSURE STATEMENT.

THE INFORMATION IS SUBJECT TO CHANGE WITHOUT NOTICE. THE INFORMATION CONTAINED HEREIN REPRESENTS ONLY WHAT RICHMOND AMERICAN UNDERSTANDS CURRENTLY EXISTS OR MAY BE PLANNED FOR THE AREAS IN QUESTION AS OF THE ISSUE DATE. FOR THE MOST UP-TO-DATE INFORMATION, PURCHASERS ARE ENCOURAGED TO CONTACT THE INDIVIDUALS, JURISDICTIONS, AGENCIES AND FIRMS IDENTIFIED IN THIS DISCLOSURE STATEMENT. PURCHASERS ARE ALSO URGED TO INDEPENDENTLY INVESTIGATE THE COMMUNITY AND THE SURROUNDING AREA TO ASSESS CONDITIONS AND POTENTIAL NUISANCES.

By signing this 28 page Disclosure Statement, Purchaser(s) is indicating that they have received and read, acknowledge and agree to Richmond American's reservation of the rights herein.

Lot	Buyer's Signature	Date
	Buyer's Signature	Date

RECORDING REQUESTED BY
CHICAGO TITLE COMPANY
AND WHEN RECORDED MAIL TO

LARRY C. SEAMER
1775 LANDMARK DRIVE
VALLEJO, CALIFORNIA 94591

City: Vallejo
County: Solano
Assessor's Parcel No.: 182-211-010
Area: 2.00
Folio: 182-211-010

Escrow No. 5016-118 - TP
Order No. 5016-118 - RL
ESTANCTA @ HTODENBROOKE, LOT 118

SPACE ABOVE THIS LINE FOR RECORDERS USE

GRANT DEED

Assessor's Parcel No.
182-211-010

(THE UNDERSIGNED GRANTOR(S) DECLARE(S)

DOCUMENTARY TRANSFER TAX IS \$ 477.95 CITY OF VALLEJO- \$1,433.85
 unincorporated area City of VALLEJO
 computed on the full value of the interest or property conveyed, or b
 computed on the full value less the value of liens or encumbrances remaining at time of sale, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
RICHMOND AMERICAN HOMES OF CALIFORNIA, INC., A COLORADO CORPORATION

hereby GRANT(S) to
LARRY C. SEAMER, AN UNMARRIED MAN, AND
MARGARET J. KRISTOF, AN UNMARRIED WOMAN, AS JOINT TENANTS

the following described real property in the City of VALLEJO
County of SOLANO, State of California:

"SUBJECT TO THE DECLARATION OF RESTRICTIONS, RECORDED AUGUST 19, 1999, SERIES NO.
1999-00071880, WHICH ARE INCORPORATED HEREIN BY REFERENCE TO SAID DECLARATION WITH THE
SAME EFFECT AS THOUGH FULLY SET FORTH HEREIN."

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Dated March 7, 2002

RICHMOND AMERICAN HOMES OF
CALIFORNIA, INC.,

STATE OF CALIFORNIA

COUNTY OF CONTRA COSTA) SS

On MARCH 12, 2002 before me,

M. GARCIA

a Notary Public in and for said County and State, personally appeared

MARK ROWSON, SR. VICE PRESIDENT

A Colorado Corporation

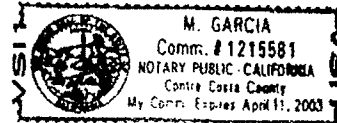
BY: *[Signature]*
MARK ROWSON, VICE PRESIDENT

personally known to me (or proved to me on the basis of satisfactory
evidence) to be the person(s) whose name(s) is/are subscribed to the
within instrument and acknowledged to me that he/she/they executed the
same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[Signature]
Signature of Notary

4/11/02
Date My Commission Expires



FOR NOTARY SEAL OR STAMP

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE IF NO PARTY SO SHOWN, MAIL AS DIRECTED ABOVE

Name

Street Address

City, State & Zip

ORDER NO: 5016-118
Page 2

The land referred to in this report is situated in the State of California, County
of SOLANO and is described as follows:

CITY OF VALLEJO

LOT 118, AS SHOWN ON THE MAP ENTITLED: "SKY VALLEY UNIT NO. 2", FILED APRIL 4, 1991
IN BOOK 60 OF MAPS, AT PAGE 54, SOLANO COUNTY RECORDS, AND AS AMENDED BY CERTIFICATE
OF CORRECTION RECORDED JULY 30, 1991, SERIES NO. 1991-00053402, SOLANO COUNTY RECORDS.

ASSESSOR'S PARCEL NUMBER 0182-211-010

END OF
DOCUMENT



POLICY A

Agenda No.

COUNCIL COMMUNICATION

Date: May 22, 2007

TO: Honorable Mayor and Members of the City Council

FROM: Frederick G. Soley, City Attorney *F.G.S.*
Claudia Quintana, Assistant City Attorney *CQ*
Craig Whittom, Assistant City Manager/Community Development *CW*
Brian Dolan, Development Services Director *BD*
Don Hazen, Planning Manager *DH*

SUBJECT: Consideration of an urgency ordinance pursuant to California Government Code § 65858, extending until March 27, 2008, a moratorium on the establishment of any new activity or facility selling tobacco or tobacco related products or paraphernalia.

BACKGROUND AND DISCUSSION

On March 27, 2007, City Council adopted an urgency ordinance prohibiting new retailers of tobacco and tobacco related products based on documented health, safety and general welfare concerns. A number of legal findings regarding the urgency of the situation were made at that time.

Notice regarding this public hearing for extension of the moratorium was duly published pursuant to Cal. Gov. Code § 65858 and Vallejo Municipal Code § 16.86.080.

Since adoption of the urgency ordinance imposing the 45 day moratorium, staff has coordinated with the Solano County District Attorney's Office to arrange for a Community Prosecutor position to work on this and other quality-of-life issues within City of Vallejo boundaries.

Additionally, the City Attorney's Office, working with the Vallejo Police Department has sent out a Voluntary Compliance Letter to each smoke shop owner asking each of them to voluntarily refrain from selling items on a list. (See attached.) Lt. Garcia will report to City Council on May 22, 2007 as to the amount of success obtained through voluntary compliance.

A number of meetings have been set up and will continue to be arranged in the future with staff and community members to voice their thoughts on how this issue may best be addressed.

The following is a time line for action to address this issue.

June 2007:

- Phase 1: Meeting with stake holders.
Meet with Tobacco Coalition.
Meet with Solano County.
Meet with Planning staff re best way to implement regulation of shops.
Meet with property owners/shop owners.

September 2007 to December 2007:

- Phase 2: Initial Drafting and Circulation.
Drafting by September 30, 2007; incorporate feedback by December 2007
Draft changes to the Zoning ordinance.
Circulate proposed changes to staff.
Receive feedback from staff.
Circulate proposed changes to community members/stake holders.
Receive feedback from community members/stake holders.

March 2008:

City Council Review of work so far including draft/possible extension of Moratorium.
(Resolution of Intent to Amend Zoning Ordinance)

April 2008:

- Phase 3: Gathering facts and figures regarding the fee.
Obtaining evidence to support a Regulatory Fee component for a "Deemed Approved" ordinance/Fee study.
Organizing evidence into a fee structure and setting a figure.

June 2008-July 2008:

- Phase 4: Final Draft and Circulation.
Final Draft of Ordinance/Planning Commission Staff Report.
Circulate among staff/receive final comments.

August 2008-September 2008:

- Phase 5: Legislative process.
Planning Commission Review.
City Council Consideration.
First Reading.
Second Reading.
Ordinance becomes effective.

As the Council may remember, evidence presented at the study session on March 13, 2007, showed that certain local retailers selling tobacco and tobacco related products offer to the general public a variety of illegal items, such as a shurikens, nitrous oxide canisters, and paraphernalia for smoking prohibited substances, as well as items that are ostensibly sold for legal purposes – such as the consumption of tobacco – but 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 amend the Zoning ordinance of the City of Vallejo in at least two ways:

1. Limit the areas where new retailers of tobacco and tobacco related products may operate (i.e. prohibit them within 500 feet of schools, parks or places where children may frequent).
2. Create a CUP process and modify the current “deemed approved” ordinance affecting liquor establishments to articulate standards for smoke shops, including a funding mechanism to sustain the regulatory compliance with the standards.

RECOMMENDATION

It is recommended that the attached urgency ordinance be adopted.

ALTERNATIVES CONSIDERED

There is a “no-action” alternative. 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.

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

Adoption of an urgency ordinance pursuant to Cal. Gov. Code § 65858, extending until March 27, 2008, a moratorium on the establishment of any new activity or facility selling tobacco or tobacco related products or paraphernalia.

DOCUMENTS ATTACHED

- a. An urgency ordinance pursuant to Cal. Gov. Code § 65858, extending until March 27, 2008, a moratorium on the establishment of any new activity or facility selling tobacco or tobacco related products or paraphernalia.
- b. Sample Voluntary Compliance letter with list.

AVAILABLE FOR REVIEW

- 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 45 day temporary moratorium on the Establishment of any new activity or facility selling tobacco or tobacco related products or paraphernalia.
- b. Materials from the March 13, 2007 study session.
- c. Letters from supporters.
- d. Powerpoint presentation from Vallejo Police Department given on March 13, 2007.

CONTACT PERSON

Claudia Quintana
Assistant City Attorney
(707) 648-4545
cquintana@ci.vallejo.ca.us

May 22, 2007

J:\CLAUDIA\smokeshops\Moratorium Tobacco Retailer Staff Report2.1.doc

ATTACHMENT

A

ORDINANCE NO. _____

**AN URGENCY ORDINANCE, PURSUANT TO CALIFORNIA
GOVERNMENT CODE SECTION 65858, EXTENDING UNTIL
MARCH 27, 2008, A MORATORIUM ON THE ESTABLISHMENT
OF ANY NEW ACTIVITY OR FACILITY SELLING TOBACCO OR
TOBACCO RELATED PRODUCTS OR PARAPHERNALIA.**

WHEREAS, on March 27, 2007, the City Council adopted Urgency Ordinance No. 1585 N.C.(2d) establishing an emergency 45-day moratorium on the establishment of any new activity or facility selling tobacco or tobacco related products or paraphernalia; and

WHEREAS, the legislative process by which any proposed permanent amendment to the City's Zoning ordinance requires public input, study for consistency with the general plan, public hearings before the Planning Commission, as well as two readings before the City Council; and

WHEREAS, various local organizations, including Fighting-Back Partnership and the Solano County Tobacco Education Coalition, among others have expressed an interest in being involved in the process of drafting regulations which will be effective; and

WHEREAS, due notice of the hearing requesting this extension of the moratorium has been given as required by law; and

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 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 the City's ability to attract and retain businesses and shoppers to the City; and

WHEREAS, the Council of the City of Vallejo has heard evidence that nitrous oxide products are commonly being sold at these establishments, and the ingestion of this gas may result in loss of consciousness and death for minors and adults alike; 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 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 assure 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 period of community input, and staff study possibly resulting in additional revisions to the Zoning Ordinance; 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

WHEREAS, the continued indiscriminate establishment of certain tobacco retailers who sell and display smoking, drug and tobacco paraphernalia may result in potential conflict with some of the policies and objectives of the Urban Design Element of the General Plan; and

WHEREAS, the City Council hereby requests that the Planning Division, together with the City Attorney's Office, initiate and follow the process as outlined in the staff report to amend the Zoning Ordinance to regulate the location and manner of use concerning facilities selling and displaying tobacco and tobacco related products and paraphernalia 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; and

WHEREAS, until such time that the City concludes its review and adopts new land use controls over such activities or facilities selling and displaying tobacco and tobacco related products and paraphernalia, 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

WHEREAS, during the period of time that staff 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 City goals; and

WHEREAS, until such time that the City concludes its review and adopts new land use controls over such activities or facilities selling and displaying tobacco and tobacco related products and paraphernalia, 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

WHEREAS, issuance or approval of any building, planning or other permit for activities or facilities selling and displaying tobacco and tobacco related products and paraphernalia prior to the City's completion of such investigation and amendment process would result in a current and immediate threat to the public health, safety or welfare; and

WHEREAS, pursuant to California 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 a 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 in Ordinance No.1585 N.C.(2d), this Ordinance is declared by the City of Vallejo to be necessary for preserving the public peace, health, or safety and to avoid a current, immediate and direct threat to the health, safety, or welfare of the community, and those reasons, together with the "Whereas" clauses above, constitute the City Council's statement of the reasons constituting such necessity and urgency.

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 and displaying tobacco and tobacco related products and paraphernalia, the City of Vallejo hereby declares a moratorium on the permitting or approval of any new, modified, or expanded establishments selling and displaying tobacco or tobacco related products and paraphernalia as defined in Section 4 below.

SECTION 4. For purposes of this Ordinance, the following definitions shall apply:

Tobacco related products are defined as

- a) any substance containing tobacco including but not limited to cigarettes, cigars, chewing tobacco, flavored tobacco and dipping tobacco,
- b) any implement or object that is or may be used in conjunction with the consumption, inhalation or ingestion of tobacco, or other dried plant material or like substance including but not limited to cigarette papers; or any other instruments or paraphernalia for the smoking or ingestion of tobacco and products prepared from tobacco.

For the purposes of this Ordinance, the following activities shall be exempt:

- (1) Any activity using more than 7500 square feet.
- (2) Any activity that sells tobacco or tobacco related products in conjunction with any the following principal uses:
 - a. Gasoline Sales as defined in Vallejo Municipal Code section 16.06.390.
 - b. Convenience Sales and Personal Services as defined in Vallejo Municipal Code sections 16.06.330
 - c. Convenience Market as defined in Vallejo Municipal Code section 16.04.131.
- (3) The Principal Uses described in section 2 must constitute at least 70% of the total sales of the business to qualify for any exemption. No part of any tobacco or tobacco-related paraphernalia sales qualifies as (a) 'small personal item' (s) within the meaning of Vallejo Municipal Code section 16.06.330 for purposes of qualifying for an exemption from this Urgency Ordinance.

SECTION 5. In accordance with California Government Code section 65858, this Ordinance shall be in full force and effect for a period of ten months and forty-two days until March 27, 2008.

SECTION 6. During the term of this ordinance as set forth in Section 5 hereof, no license, use 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 license, 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 posted, as required by law, 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 200 of the Charter of the City of Vallejo, Article XI of the California Constitution and Government Code section 65858.

SECTION 10. Petition for Relief from Moratorium. Any person who has applied to license, 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.

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.

May 22, 2007

J:\CLAUDIA\smokeshops\Moratorium Ordinance2.1.doc

ATTACHMENT

B

DATE

NAME

ADDRESS

RE: VOLUNTARY COMPLIANCE PROGRAM/TOBACCO RETAILERS

Dear Mr/Mrs. NAME,

As you may be aware, the City of Vallejo is embarking on an effort to deal with certain nuisance conditions found in and around smoke shops within City limits. The Vallejo City Council will hold a public hearing to consider an extension of the moratorium applicable to new tobacco retailers on May 8, 2007, in the Council Chambers at City Hall at 7:00 p.m.

I am writing to you because our records show that you are the proprietor of one of these establishments. I am asking you to consider voluntarily removing certain noxious or illegal items from your store. Please find enclosed a list of items that the City of Vallejo would like to ask you to voluntarily remove from your site and refrain from selling.

Additionally, we are asking you and your staff to adhere to all local and state laws, including the laws regulating the display of advertising posters, which are limited to 15% of the window area per the City of Vallejo Zoning Ordinance, and the manner of sale of tobacco within your establishment. This is not an item of voluntary compliance. This is a requirement.

As to voluntary compliance regarding the items listed in the attached compliance list, if voluntary compliance is achieved by May 3, 2007, your favorable participation will be reported to the City Council and considered. Your participation, or lack thereof, will be taken into account as recommendations for legal action to abate the nuisance conditions are studied.

RE: Voluntary Compliance Program/Tobacco Retailers

DATE

Page 2

You are not being compelled to participate in this voluntary compliance program, and you are encouraged to seek your own independent legal counsel on this issue. However, if you would like to participate in this voluntary compliance program, or if you have any questions as to how to achieve compliance, please do not hesitate to call Lt. Reggie Garcia of the Vallejo Police Department at (707) 648-5297.

You are encouraged to participate in this process, and if you have any other questions, please feel free to contact me.

Very truly yours,

FREDERICK G. SOLEY
City Attorney

CLAUDIA M. QUINTANA
Assistant City Attorney

Enclosure

cc: Lt. Reggie Garcia, Vallejo Police Department

SMOKING, DRUG AND/OR TOBACCO PARAPHERNALIA INCLUDE, BUT ARE NOT LIMITED TO, THE FOLLOWING:

1. Kits intended for use or designed for use in planting, propagating, cultivating, growing or harvesting of any species of tobacco plant or any plant which is a controlled substance or from which a controlled substance can be derived.
2. Kits intended for use or designed for use in manufacturing, compounding, converting, producing, processing, or preparing tobacco or controlled substances.
3. Isomerization devices intended for use or designed for use in increasing the potency of any species of tobacco plant or plant which is a controlled substance.
4. Testing equipment intended for use or designed for use in identifying or in analyzing the strength, effectiveness or purity of tobacco or controlled substances.
5. Scales and balances intended for use or designed for use in weighing or measuring tobacco or controlled substances.
6. Separation gins (grinders) and sifters intended for use or designed for use in removing twigs, stems, seeds, or other foreign material from or in otherwise cleaning or refining, tobacco or marijuana.
7. Blenders, bowls, containers, spoons, and mixing devices intended for use or designed for use in compounding tobacco substances or substances containing marijuana.
8. Envelopes, pouches, capsules, balloons, and other containers intended for use or designed for use in packaging small quantities of tobacco or controlled substances.
9. Containers and other objects intended for use or designed for use in storing or concealing tobacco or controlled substances.
10. Objects intended for use or designed for use in ingesting, inhaling or otherwise introducing tobacco or controlled substances into the human body, such as the following:
 - a) Metal, wooden, acrylic, glass, stone, plastic or ceramic pipes with or without screens, permanent screens, or punctured metal bowls.
 - b) Water pipes.
 - c) Carburetion tubes and devices.
 - d) Smoking and carburetion masks.
 - e) Clips or other devices intended to hold burning material, such as a marijuana cigarette, that has become too small or too short to be held in the hand.
 - f) Miniature cocaine spoons and cocaine vials.
 - g) Chamber pipes.
 - h) Carburetion pipes.
 - i) Electric pipes.
 - j) Air driven pipes.
 - k) Chillums.
 - l) Bongs.
 - m) Ice pipes or chillers.
 - n) Grinders.
 - o) Crackers/Whippits/Nitrous Oxide containers as described in Penal Code § 381(b).
 - p) Balloons.
 - q) Shurikens/Throwing stars and any object as described in Penal Code § 12020(a).
 - r) Switchblade knives as described in Penal Code § 653(k).



CITY COUNCIL COMMUNICATION
REDEVELOPMENT AGENCY BOARD COMMUNICATION
VALLEJO HOUSING AUTHORITY BOARD COMMUNICATION

Date: May 22, 2007

TO: Mayor and Members of the City Council
Chairperson and Members of the Redevelopment Agency
Chairperson and Commissioners of the Housing Authority

FROM: Craig Whittom, Assistant City Manager/Community Development *CW*
Laura Simpson, Housing and Community Development Manager *Laura J. Simpson*

SUBJECT: CONSIDERATION OF RESOLUTIONS APPROVING EDEN HOUSING AS THE PREFERRED NON-PROFIT HOUSING DEVELOPER WITH WHICH TO NEGOTIATE A PROJECT LOAN AGREEMENT TO DEVELOP AFFORDABLE FAMILY RENTAL HOUSING AT THE SITE LOCATED AT CURTOLA PARKWAY AND LEMON STREET

BACKGROUND AND DISCUSSION

On December 19, 2006, the City Council approved resolutions authorizing the issuance of a Housing Request for Qualifications and Conceptual Proposals (RFP) to award up to \$5.5 million in Housing funds toward an affordable multifamily rental development. The RFP was posted on the City website and mailed out to more than 50 private for-profit and nonprofit developers throughout northern California.

The issuance of the RFP is part of a comprehensive strategy to provide affordable housing throughout Vallejo at a variety of income levels. Other elements of the City's strategy include the Section 8 Federal Housing Choice Voucher Program, collaboration with Vallejo Neighborhood Housing Services on home ownership development projects (e.g. Graham Gardens and Sonoma and McLane), down payment assistance and home rehabilitation financing, and investment in transitional housing, emergency housing and supportive service agencies.

Financing new rental development targeted to Very Low Income households allows the City to maximize its resources by leveraging outside funding sources and to address the current need in Vallejo for housing affordable to Very Low income households (e.g. the Vallejo Housing Authority recently accepted applications for Section 8 in January 2007, and now has a list of over 6,000 families in need of rental housing assistance, of which over 4,000 families are Vallejo residents.)

The proposed RFP addressed units that would support the City's compliance with State Redevelopment Law, Housing Element objectives and the City's Consolidated Plan.

The proposed development would also create new rental units which have had limited production by the private housing market in Vallejo in recent years. Currently Vallejo's

estimated rate of home ownership is 69% of households. It is estimated that Vallejo's home ownership rate has increased since the 2000 census.

Developer Responses to RFP

On April 16, 2007, five nonprofit housing development organizations submitted proposals by the City's deadline. Copies of the proposals are available for review in the Housing and Community Development Office at 200 Georgia Street. The RFP required applicants to submit evidence of the experience and capacity of the entire proposed development team, including financial capacity of the developer, references, experience in obtaining tax credit and other financing, and completed family developments. It also requested a description of the proposed project: a project site plan, development costs, pro forma, preliminary design, and other factors. Proposals were evaluated on the developer's track record in affordable housing development, and their proven ability to manage affordable housing. Projects were reviewed for the outside funding they may leverage, the affordability level, the proposed design, and the development staff capacity. The RFP encouraged development proposals in areas that currently do not have a heavy concentration of rent restricted units.

The five responding developers were Satellite Housing, BRIDGE Housing, Eden Housing, Mid-Peninsula Housing Coalition, and Ecumenical Association for Housing (EAH).

The five responding development teams were interviewed on April 26, 2007, and scored by a panel of reviewers, comprised of Guy Ricca, Senior Community Development Analyst, Brian Dolan, Development Services Director, and Bonne Gaebler, Housing Administer for the City of Petaluma. The proposals were reviewed and scored against the criteria of the RFP by the Housing and Community Development Manager, with input from a housing consulting firm. The scoring sheet is Attachment D to this document.

Two developers, BRIDGE and EAH, did not have site control. While strong in overall development experience, BRIDGE and EAH received fewer points for not having an option to purchase a site, nor providing a development proposal for a site.

Of the three developers with site control, two developers, Eden Housing (www.edenhousing.org) and Mid-Peninsula (www.midpen-housing.org) have significant experience with development and management of family rental housing, and both have financial strength within the organization. Eden and Mid-Peninsula were the top two scoring developers in both the interviews and based upon the Housing RFQ criteria. Both received maximum points for development and management experience.

Eden Housing proposed the new construction of 56 rental family units on a 2.34 acre site bounded by Curtola Parkway, Lemon Street and Cypress Avenue. The existing condition of the site is a blighted vacant lot with several deteriorated units, and a deteriorated sound wall.

Mid-Peninsula Housing proposed a 50-unit family rental development on a site located at Mini and Broadway, directly across from a triangular vacant lot between Broadway and Sonoma. The development proposes multifamily housing as transition between existing

single-family housing and proposed new mixed-use development. The site is located directly beside railroad tracks that are currently utilized approximately once a day.

In comparison, Eden's proposal scored higher as a site for catalyzing neighborhood revitalization and for site location with proximity to transit and amenities. Eden's proposed project would also eliminate substantial blight at this gateway site to the City, and provide multifamily units directly adjacent to the Park and Ride site, with proximity to transit, parks, and schools. A grocery store is located within a ½ -mile radius of the site.

Eden's Proposed Project Description

The proposed development is for the new construction of 56 units on a 2.34-acre, irregular shaped site which fronts the intersection of Curtola Parkway and Lemon Street and also fronts Cypress Avenue. For a complete description and preliminary site plans see Attachments D and E. The site is across from the commuter transit center and located on the edge of a residential neighborhood of older single-family housing stock. The site consists of six currently occupied residential units. If any of the units are occupied at the time of proposed construction in January 2009, the occupants would be provided relocation benefits that comply with all statutory guidelines.

The proposed design by architectural firm Van Meter Williams Pollack achieves a unique transition with the buildings which both face the street and improve the parkway and also faces internally to common and private yards. Van Meter Williams Pollack has designed affordable communities in many Bay Area jurisdictions. The firm is currently working on a 16-unit homeownership development with Vallejo Neighborhood Housing Services at Sonoma and McLane in Vallejo.

The proposed development includes a mix of flats and townhouses in three story buildings with one-bedroom, two-bedroom and three-bedroom units. The units would be affordable on average to families earning 40% of area median income. The two-story town homes would be located along Cypress Avenue and would improve the overall appearance of the neighborhood while fitting into the character of the area. The three-story flats and town homes are proposed to line Curtola Parkway providing a buffer for the interior courts while also providing a properly scaled elevation for the wider streetscape. The square footage would range from 650 square feet to 1,200 square feet. The proposed design also includes two community rooms, a common laundry area, a classroom and 3,500 square feet of administrative offices. The project is configured around two large courtyards with a tot lot for small children. A tree-lined path would connect the open space and community buildings.

The site is partly within the County and partly within the City, and would require annexation. The annexation process could begin and occur concurrently with the entitlement process. The proposed development would be required to obtain all regular development approvals of the City of Vallejo. The development would require a Planned Development Master Plan, General Plan Amendment and Re-zoning approvals that would be subject to Planning Commission and City Council approval.

Housing Commission Recommendation

At its meeting on May 9, 2007 the Housing and Redevelopment Commission unanimously recommended the selection of Eden Housing as the preferred developer.

RECOMMENDATION

Staff is recommending the selection of Eden Housing as the preferred developer and that the City Council, Redevelopment Agency and Housing Authority Board direct staff to negotiate all loan documents. The objective of the loan agreement would be to maximize leverage of City investment and ensure the highest quality development project. Staff would return initially to the Housing and Redevelopment Commission and then to City Council, the Agency and the Housing Authority Board by the end of September 2007 with a recommendation.

Next Steps

If the recommended developer is selected and loan agreements can be successfully negotiated, the following steps would be taken over the next year and a half.

Pre-Application meetings with Planning	June 2007
Annexation process review	June 2007 – August 2007
Community meetings	July 2007 – August 2007
Negotiation and preparation of Loan documents	June 2007-September 2007
Loan Documents to City Council	September 2007
Submit Planning Application	October 2007
Staff Review	November/December 2007
Planning Commission	January 2008
City Council	February 2008
Tax Credit application	July 2008
TCAC Award	September 2008
Begin Construction	January 2009

Fiscal Impact

There is no direct fiscal impact as a result of entering a negotiating period with the developer. If the developer and City agree on a proposed development and financing scenario at the end of the negotiation period, funds are available in an amount of up to \$5.1 million for a loan toward the development: \$1 million of Redevelopment Housing set-aside funds, \$2 million of Housing Authority reserve funds, \$1.5 million of HOME funds, and \$500,000 of 2008-09 CDBG funds.

It is anticipated that the total cost of this development would be approximately \$18 million. The City's contribution would leverage \$13 million in additional financing. Additionally, the units produced could be eligible to meet the Agency's requirement for low income units associated with the first three phases of the proposed Triad development.

ALTERNATIVES CONSIDERED

All five proposals were reviewed and ranked against the Housing RFQ scoring criteria. Eden Housing scored the highest and is being recommended after a thorough review of all five proposals.

ENVIRONMENTAL REVIEW

There is no environmental impact associated with this action.

PROPOSED ACTION

Adopt the proposed Resolution Authorizing the Executive Director of the Redevelopment Agency of the City of Vallejo, the Executive Director of the Vallejo Housing Authority, and the City Manager of the City of Vallejo, to approve Eden Housing as the preferred nonprofit housing developer and directing staff to negotiate a project loan agreement of up to \$5.1 million to support the development of affordable workforce rental housing at the site bounded by Curtola Parkway, Lemon Street and Cypress Avenue.

DOCUMENTS AVAILABLE FOR REVIEW

- Attachment A - Housing Authority Resolution
- Attachment B - City Council Resolution
- Attachment C - Redevelopment Agency Resolution
- Attachment D - Proposal Scoring Sheet
- Attachment E - Eden Housing's proposal description
- Attachment F - Eden Housing's proposed site plan

PREPARED BY/CONTACT

Laura Simpson, Housing & Community Development Manager, 648-4393, or lsimpson@ci.vallejo.ca.us

Craig Whittom, Assistant City Manager/Community Development, 648-4579, or cwhittom@ci.vallejo.ca.us

RESOLUTION NO. ____

BE IT RESOLVED by the Board of Commissioners of the Housing Authority of the City of Vallejo as follows:

WHEREAS, the City of Vallejo issued a Request for Qualifications and Conceptual Proposals (RFP) for multifamily affordable housing development on December 20, 2006; and

WHEREAS, five proposals were received by the City's Housing and Community Development Division by April 16, 2007; and

WHEREAS, Eden Housing received the highest score under the RFP for its proposal for 56 units of affordable family rental housing at a 2.34 acre site on Lemon Street and Curtola Parkway, and is recommended as the preferred developer to enter into an exclusive negotiating period to develop a loan agreement for up to \$5.1 million; and

WHEREAS, funds are available for the purpose of affordable housing development from the following sources, up to \$2 million in Housing Authority fund 122 and 124, together with up to \$1.6 million in HOME funds, up to \$1 million in Redevelopment Housing set-aside funds, and up to \$500,000 in Fiscal Year 2008-09 CDBG funds,

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby directs the Executive Director, or his designee, to negotiate with Eden Housing exclusively over the next 120 days to prepare a loan agreement in the amount of up to \$5.1 million, including up to \$2 million from Housing Authority reserve funds for the development of affordable family rental housing at the site; and

BE IT FURTHER RESOLVED, that the objectives in the loan agreement are to maximize the leverage of City investment and ensure the highest quality development project.

This resolution was adopted by those present and voting at a special meeting of the Housing Authority held on _____ by the following vote:

RESOLUTION NO. ____

BE IT RESOLVED by the City Council as follows:

WHEREAS, the City of Vallejo issued a Request for Qualifications and Conceptual Proposals (RFP) for multifamily affordable housing development on December 20, 2006; and

WHEREAS, five proposals were received by the City's Housing and Community Development Division by April 16, 2007; and

WHEREAS, Eden Housing received the highest score under the RFP for its proposal for 56 units of affordable family rental housing at a 2.34 acre site on Lemon Street and Curtola Parkway, and is recommended as the preferred developer to enter into an exclusive negotiating period to develop a loan agreement for up to \$5.1 million; and

WHEREAS, funds are available for the purpose of affordable housing development from the following sources, up to \$2 million in Housing Authority fund 122 and 124, together with up to \$1.6 million in HOME funds, up to \$1 million in Redevelopment Housing set-aside funds, and up to \$500,000 in Fiscal Year 2008-09 CDBG funds,

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby directs the City Manager, or his designee, to negotiate with Eden Housing exclusively over the next 120 days to prepare a loan agreement in the amount of up to \$5.1 million, including up to \$1.6 million in HOME funds and up to \$500,000 in FY08-09 CDBG funds for the development of affordable family rental housing at the site; and

BE IT FURTHER RESOLVED, that the objectives in the loan agreement are to maximize the leverage of City investment and ensure the highest quality development project.

This resolution was adopted by those present and voting at a special meeting of the City Council held on _____ by the following vote:

RESOLUTION NO. ____

BE IT RESOLVED by the Redevelopment Agency of the City of Vallejo as follows:

WHEREAS, the City of Vallejo issued a Request for Qualifications and Conceptual Proposals (RFP) for multifamily affordable housing development on December 20, 2006; and

WHEREAS, five proposals were received by the City's Housing and Community Development Division by April 16, 2007; and

WHEREAS, Eden Housing received the highest score under the RFP for its proposal for 56 units of affordable family rental housing at a 2.34 acre site on Lemon Street and Curtola Parkway, and is recommended as the preferred developer to enter into an exclusive negotiating period to develop a loan agreement for up to \$5.1 million; and

WHEREAS, funds are available for the purpose of affordable housing development from the following sources, up to \$2 million in Housing Authority fund 122 and 124, together with up to \$1.6 million in HOME funds, up to \$1 million in Redevelopment Housing set-aside funds, and up to \$500,000 in Fiscal Year 2008-09 CDBG funds,

NOW, THEREFORE, BE IT RESOLVED that the Agency hereby directs the Executive Director, or his designee, to negotiate with Eden Housing exclusively over the next 120 days to prepare a loan agreement in the amount of up to \$5.1 million, including up to \$1 million from Redevelopment Agency Housing funds for the development of affordable family rental housing at the site; and

BE IT FURTHER RESOLVED, that the objectives in the loan agreement are to maximize the leverage of City investment and ensure the highest quality development project.

This resolution was adopted by those present and voting at a special meeting of the Redevelopment Agency of the City of Vallejo held on _____ by the following vote:

Scoring Sheet

	SATELLITE	BRIDGE	EDEN	MID-PENINSULA	EAH
1. Development Track Record					
a. Max TCAC credit (30pts)	30	30	30	30	30
OR					
a. construction & leaseup (10)					
b. financial capacity (5)					
c. 9% tax credit record (5)					
d. public agency references (5)					
e. community support (5)					
2. Operation and Mgt. of Afford.Rental					
a. TCAC max credits (30)	30	30	30	30	30
OR					
a. operating costs (5)					
b. positive cash flow, property reserves (10)					
c. track record of on-site mgt (10)					
d. quality and depth of social services (5)					
3. Leverage					
a. site control 9% tcac max (20)	15	N/A	20	20	N/A
OR					
a. affordability (10)	N/A	5	N/A	N/A	5
b. leverage (10)					
4. Development Concept Proposal					
a. Site Plan (5)	5	N/A	5	5	N/A
b. Site Design (5)	5	N/A	5	5	N/A
c. Potential for Neighborhood Revitalization (5)	5	N/A	5	3	TBD
d. Site Amenities/Transit (5)	4	N/A	5	2	N/A
5. Development Staff Capacity					
a. Demonstrated project mgr. experience (5)	5	5	4	3	5
b. Demonstrated project mgr. workload (5)	TBD	5	5	5	TBD
TOTAL POINTS (110)	99	75	109	103	70

1. Development Track Record

- a. Max TCAC credit (30pts)
- OR**
- a. construction & leaseup (10)
- b. financial capacity (5)
- c. 9% tax credit record (5)
- d. public agency references (5)
- e. community support (5)

2. Operation and Mgt. of Afford.Rental

- a. TCAC max credits (30)
- OR**
- a. operating costs (5)
- b. positive cash flow, property reserves (10)
- c. track record of on-site mgt (10)
- d. quality and depth of social services (5)

3. Leverage

- a. site control 9% tcac max (20)
- OR**
- a. affordability (10)
- b. leverage (10)

4. Development Concept Proposal

- a. Site Plan (5)
- b. Site Design (5)
- c. Potential for Neighborhood Revitalization (5)
- d. Site Amenities/Transit (5)

5. Development Staff Capacity

- a. Demonstrated project mgr. experience (5)
- b. Demonstrated project mgr. workload (5)

TOTAL POINTS (110)

CITY OF VALLEJO
Response to Request for Qualifications and Conceptual Proposals

SECTION 7
Project Description: Vallejo Family Affordable Housing

Project Design

Project Concept/Site Plan

Vallejo Family Affordable Housing is a 56 unit affordable housing development. The 2.34 acre irregular shaped site, is a remnant site which fronts the intersection of arterials, Curtola Parkway and Lemon Streets while also fronting Cypress Avenue, a small residential street and neighborhood. The site is across from the commuter transit center and close to residential neighborhoods as well as businesses and services. These uniquely varied surroundings requires a design which will meet the challenge of the site to face Curtola Parkway and Lemon Streets while transitioning to the calmer smaller scale residential neighborhood. Residences have frontage along the arterials and thereby engage with Curtola Parkway instead of creating a blank sound wall appearance. This design achieves a unique transition with buildings, which both face the street, improving the parkway, as well as looks internally to both common and private yards and creates a strong edge with a step down to the quieter neighborhood's scale.

The project includes a mix of flats and townhouses in three story buildings with one bedroom, two bedroom, and three bedroom units. The two-story town homes are located along Cypress Avenue, fitting into the character of the neighborhood, while three story flats and town homes line Curtola Parkway, providing a buffer for the interior courts while also providing a properly scaled elevation for the wider streetscape. The square footage of the units varies from approximately 650 square feet for one bedroom flats to approximately 1,200 square feet for the three bedroom flats and townhouses. In addition to the apartments, there are two community rooms, as well as common laundry, classroom, and administrative facilities totaling approximately 3,500 square feet.

The community rooms anchor each primary courtyard for the residents. The main community room and administration area is strategically located at the corner of Curtola and Lemon in a mixed use building, with residences above and extending along Lemon Street to Cypress. The second is part of an activity building which includes laundry facility as well as maintenance room for the landscape and gardening.

Parking

Surface parking is nestled into the site plan in smaller parking areas which prevent through circulation or cut-through traffic. In maintaining a sensitivity to the adjacent neighbors, the two separate parking areas also spread out the development's circulation so as not to greatly impact a single resident or neighbor. In the few areas where the parking is adjacent to a street, parking will be screened via a low fence or landscaped wall. Although with ample landscape we do not believe that covered parking is essential, we will work with the City to meet their requirements for covered parking with carports which complement the overall character and design of the buildings. Parking is provided based on the demand from similar Eden Housing communities and based on the requirements set forth in the new legislation, SB 1818. The development summary table on the site plan includes a detailed breakdown of the parking provided and that required by City and State regulations, eliminating the need for visitor parking per the City's regulations. Other projects in the area (West Rivertown Family Housing in Antioch and Bella Monte

Apartments in Bay Point), which have used these standards have not been short of needed parking. In fact residents have seen that they do not use all the parking provided.

Outdoor Connectivity/Livability/Safety

Because of the oddly shaped site, the project is configured around two large courtyards. The first one at the common space near Curtola and Lemon is located directly off of the community room space and expands the community room into a small courtyard plaza. This area also has a small lawn area for play. The second common space is directly off of the centrally located activity building with community room and laundry. This area contains a mix of hardscape and softscape surfaces, and includes a tot lot with play equipment for children. These two "outdoor rooms" are surrounded by residences which have entries and living spaces that look out onto these areas enabling *surveillance and security*. A mom can watch her kids play while in their home or possibly while doing laundry in the community facility. The two open spaces are also strongly connected by a tree-lined path which connects the community buildings as well as the residences and parking areas. This can be an active area as well as an area where kids can move from commons building to commons building and space to space while visiting their neighbors. A strong connection between these outdoor spaces and the units is maintained through back porches and living spaces such as kitchens that overlook the courtyards from the second floor. In addition, walkways and paths meander and interconnect all of these spaces making them easily accessible from any point on the site.

The buildings are sited so that they have a strong public presence along Curtola and Lemon but also face onto Cypress Avenue providing informal surveillance with "eyes on the street". The units include entry porches and patios and decks, which provide a variety of entries and outdoor private and semi-private spaces.

Although we have suggested either a board siding Victorian/Bungalow character, the design could just as easily take on a plaster material while maintaining the bungalow features. Since the neighborhood is rather mixed in style, we suggest that rather than committing to the architectural details in this proposal that we work out the final site plan and architectural character with the surrounding residents through a series of community meetings. In this way, we can discuss the issues with the community and illustrate how we can address their concerns through the design and development process. Together, the site planning and the architecture will complement each other to establish an attractive housing development that will be an asset to the community, the neighborhood and the city as a whole.

Neighborhood Revitalization/Transit Oriented Development

Eden envisions this site as strong catalyst for revitalization within its immediate neighborhood as well as in the Southwest area of Vallejo, within the South Vallejo Community Development Block Grant Target Neighborhood Area. The site is on a prominent corner on Curtola Parkway, a busy thoroughfare amidst a neighborhood of older houses of varying conditions. A vibrant new design would upgrade the impression of the neighborhood, creating the opportunity for a whole "transit village" character around the Lemon/Curtola Park and Ride, and also for improvement and reinvention of the character of Southwest Vallejo.

Vallejo Family Affordable Housing is directly across the Lemon/Curtola Park and Ride Transit Center, making the development and excellent example for smart growth. Our design encourages use of pedestrian paths, linking residents with the proximity to transit centers. The Transit Center includes numerous bus lines traveling throughout Vallejo, Solano County, and connecting riders with BART enabling travel throughout the San Francisco Bay Area. Considering the proximity to this transit center,

this project is an excellent candidate for the California Housing and Community Development's Transit Oriented Development (TOD) funds, which provide grants to affordable housing projects adjacent to transit hubs.

Zoning/Density/Annexation

Eden has had preliminary discussions with the directors of both the Development Services Department of the City of Vallejo and the Director of Solano County LAFCO regarding the annexation process from County to City jurisdiction. If selected, Eden will work closely with the City and County during the annexation process. The City is currently in the process of contracting for a study that will examine the cost of annexing County parcels to the City. As discussed with the Development Services Manager, the benefit of a project such as Vallejo Family Affordable Housing could outweigh any infrastructure cost burden of annexing the parcel in the long run.

Eden Housing intends to create a design that conforms to the City's existing development standards. While the project will need to go through annexation from County to City jurisdiction, once annexed, the project should conform with the medium-density residential or possibly high density residential zoning designation. The current density of the project is approximately 24 units per acre.

Community Process

A key aspect to the success of Eden's track record is the ability to obtain neighborhood support for our developments and the ability to work collaboratively with strong architects such as VMWP and neighbors to create architecturally-appropriate development for the community context. Eden has worked in wide variety of communities that have been both supportive of and resistant to the development of affordable housing in their neighborhoods. As a developer of housing serving families, seniors and persons with disabilities, Eden is experienced in its efforts to provide information, outreach and opportunities for participation in order to secure the necessary support. Eden's community process has at times been so successful that on one occasion, the entitlements for a special needs development received approval on the City Council's consent calendar. While not all community processes are smooth, Eden's track record points to the success of our proactive approach to community support.

Income Levels/Long-Term Affordability

This project will serve households earning between 30% and 50% of the Solano County Area Median Income. For 2007, this range is between \$16,965-\$39,200 per household (assuming from 1.5 to 4.5 occupants) typical of many working income households in Vallejo. Bedroom size includes 15 one bedrooms, 18 two bedrooms, and 23 three bedrooms, catering to a range of household sizes.

Eden Housing anticipates a City of Vallejo regulatory agreement to ensure long-term affordability of the development. We expect other funding sources to be utilized will also require similar regulatory agreements restricting affordability for 55 years.

Property Management

Eden Housing Management Inc (EHMI) will provide quality on-site management to residents at Vallejo Family Affordable Housing, with an emphasis on safety and security. On-site property managers are trained regularly through all-company trainings as well as monthly meetings to discuss how to manage with excellence in customer services and other important skills. Through emphasizing communication between staff and residents, and organizing programs such as Neighborhood Watch, EHMI-managed sites aim to reduce crime create safe and healthy communities.

CITY OF VALLEJO

Response to Request for Qualifications and Conceptual Proposals

Service Programs

Through Eden Housing Resident Service, Inc (EHRSI), residents at Vallejo Family Affordable Housing will be able to participate an array of resident services programs for growth and development. EHRSI's goals for family programming are to:

Goal #1: Support the educational development of youth residing in Eden's family portfolio and provide positive outlets for children to express themselves, use their energy beneficially and develop their social skills

Goal #2: Provide our resident families with the necessary tools to successfully meet life's social, academic and economic challenges.

The Services Coordinator, hired through EHRSI, is responsible for both direct provision of some of the above mentioned activities as well as for developing collaborative relationships with community organizations to augment services on site. Again, each property is different and is assessed before programming is developed, to ensure that we design effective programming for each individual site.

Pending funding and needs of population, EHRSI would provide the following programs:

Program	Population	Description
Homework Club	Youth	
Individual Tutoring	Youth	
Higher Education/Career Development/College Prep Workshops	Youth/Adult	Workshops and individual support pertaining to employment, job search, resume writing, interviewing and other general employability skills
Parent Education Nights	Adult	Gathering for program staff, children and their parents/guardians
Parenting Workshops	Adult	Workshops and individual support pertaining to parenting skills, child development, education, setting rules/discipline, legal issues (child abuse etc.) etc.
Service Coordination	Adult	
Summer Recreation & Enrichment	Youth	
Howard T. Collins Memorial Scholarship	Adult	Provides scholarships for residents ages 17+ to further their course of study
Resident Association Support	Adult	
Educational Forums	All	
Computer Loan	Youth/Adult	

Programs/Technical Assistance		
Computer instruction	Youth/Adult	Formal computer instruction (internet research, software skills etc.) to complement homework club activities, age appropriate group activities (arts, movies, physical education, teen support groups, community service etc.) to enhance educational programming
Financial Literacy/Money Management	Adult	Workshops and individual support pertaining to home ownership opportunities, budgeting/money management, financial security, financial literacy etc.
Community events	Youth/Adult	(National Night Out, Summer BBQ's, Winterfest, computer fairs, health fairs, holiday events etc.)
Voter Registration	Adult	
Newsletters		Regular newsletters educate residents about health and wellness topics and contain an event calendar.
Holiday Toys for Tots & Holiday Food Program	Youth/Adult	Holiday Toys for Tots & Holiday Food Program

Neighborhood Amenities

The site is close to several nearby amenities to benefit residents. Its prime location would qualify the project for full points as a tax credit application or an application for State Multifamily Housing funds.

- *Adjacent to transit center:* Lemon/Curtola Park and Ride with bus service to Vallejo, cross-County service, and links to BART, connecting commuters to the larger Bay Area.
- *Adjacent to Wilson Park*
- *Less than 1/2 mile from supermarket:* Safeway on 709 Lincoln Road
- *Approximately 1/3 mile to Franklin Middle School*

Green Building

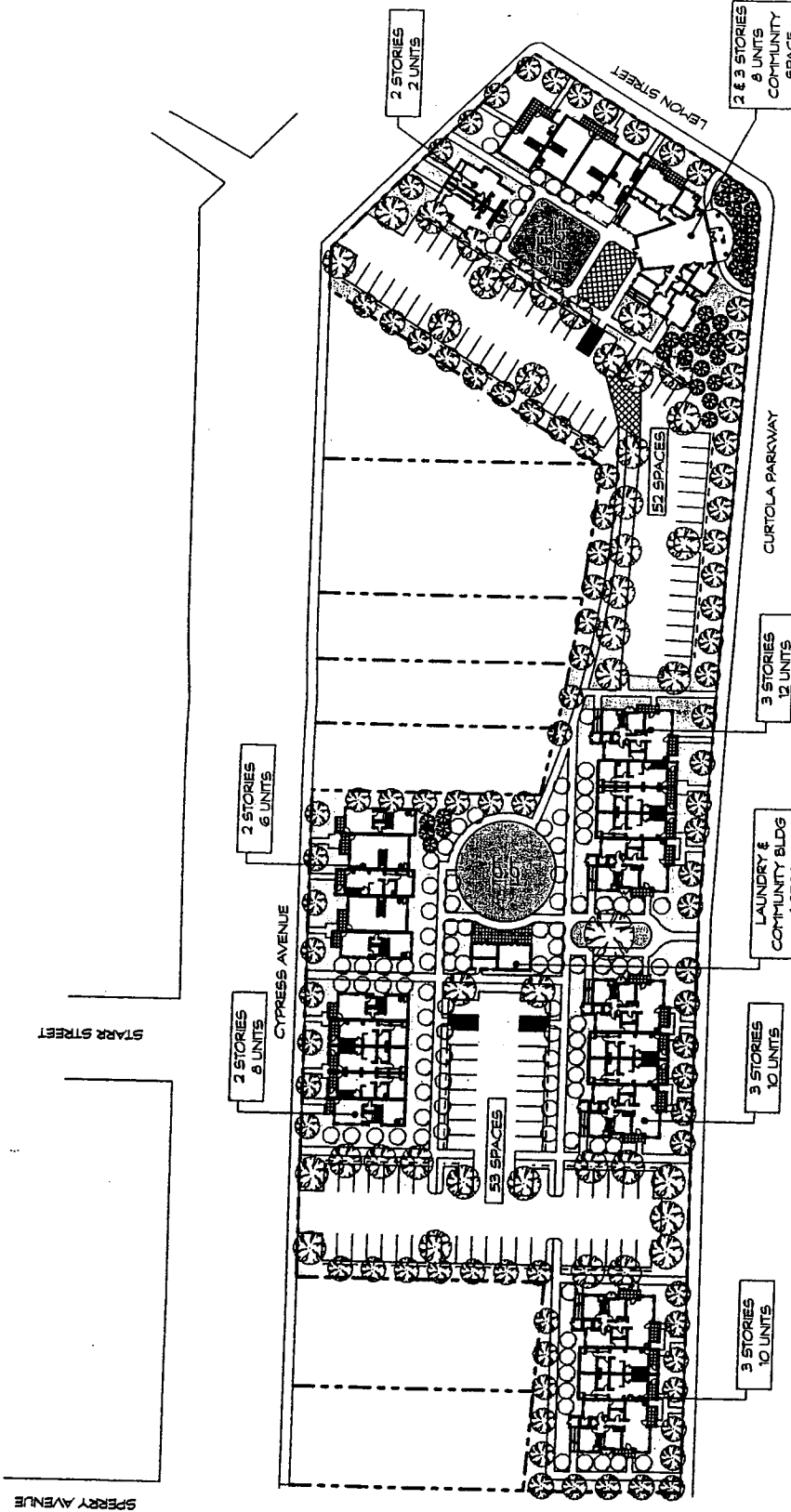
VMWP and Eden Housing are committed to green and sustainable design, development and building practices. We approach this on three mainfronts: site planning and water retention/quality; building design and energy efficiency; and material selection of renewable and recyclable materials. The unit designs will include through ventilation while also including efficient hot water heaters for heat system and cooling. Equipment such as energy star appliances and materials will include sustainable products such as linoleum and recycled carpet flooring and thermal ply insulated sheathing. Quality windows are good for sound insulation and allow for fronting onto the arterial parkways, while also providing good energy. Recycling occurs during the construction process as well as after the community opens when we develop a waste management program for management and residents. Our West Rivertown Phase 1 development exceeded Title 24 by more than 15% and Phase 2 includes a solar photovoltaic system to run the house meter, lowering the overall expense of the development's utilities. VMWP has completed a LEED Gold certified residential development in San Rafael, and has been a leader in both the Alameda County waste management Green Sustainable Multi-Family Housing Program as well as the LEED Neighborhood Development (ND) Pilot program for large scale projects such as new neighborhoods and community design.

Eden's Green Building Experience

Eden has incorporated green building materials, systems, and techniques into its design approach and has established an internal Sustainable Design Committee to evaluate new technologies and materials that can be used for new developments. Eden is currently an associate member of the Green Building Initiative. As a member, Eden receives ongoing access to information regarding green building practices, products, rating systems and guidelines, online technical assistance, promotional and marketing support and educational seminar invitations.

Eden is also active in local, state, and national green policy forums. Examples of our recent participation include:

- Eden Housing is a member of the California Energy Commission's (CEC's) New Homes Solar Partnership (NHSP) Affordable Housing Advisory Committee. The CEC is developing the NSHP, an incentive program to encourage the installation of photovoltaic systems in new residential construction. The Affordable Housing Advisory Committee has been formed to provide the CEC input on how to incorporate specific incentives for affordable housing into the NSHP.
- Linda Mandolini, Eden's Executive Director, recently participated in a National Initiative on Brownfields revitalization in New York - the National Brownfield Nonprofit Network Initiative. This group seeks to facilitate the redevelopment of Brownfield sites by regional and local non-profit organizations by advocating for policies that promote the reclamation of Brownfield sites, sharing of best practices in Brownfield redevelopment and educating philanthropic foundations to create financial support for redevelopment.
- Katie Lamont, Project Developer, served on a green building panel at the American Planning Association (APA) Conference during late 2006 and presented Eden's Sara Conner Court development as a green case study.



ZONING DATA

ZONING	HIGH DENSITY RESIDENTIAL
LOT AREA	2.34 ACRE
UNITS	56
DENSITY	24 UNIT/ACRE
UNIT LOT SIZE	1,820 SQ FT/UNIT

UNIT DATA

1 BR FLAT	15
2 BR TOWNHOUSE	13
3 BR FLAT	6
3 BR TOWNHOUSE	17
TOTAL	56

SETBACKS

FRONT	15'
REAR	15'
SIDE (INTERIOR)	10'
SIDE (STREET)	10'
HEIGHT	75'

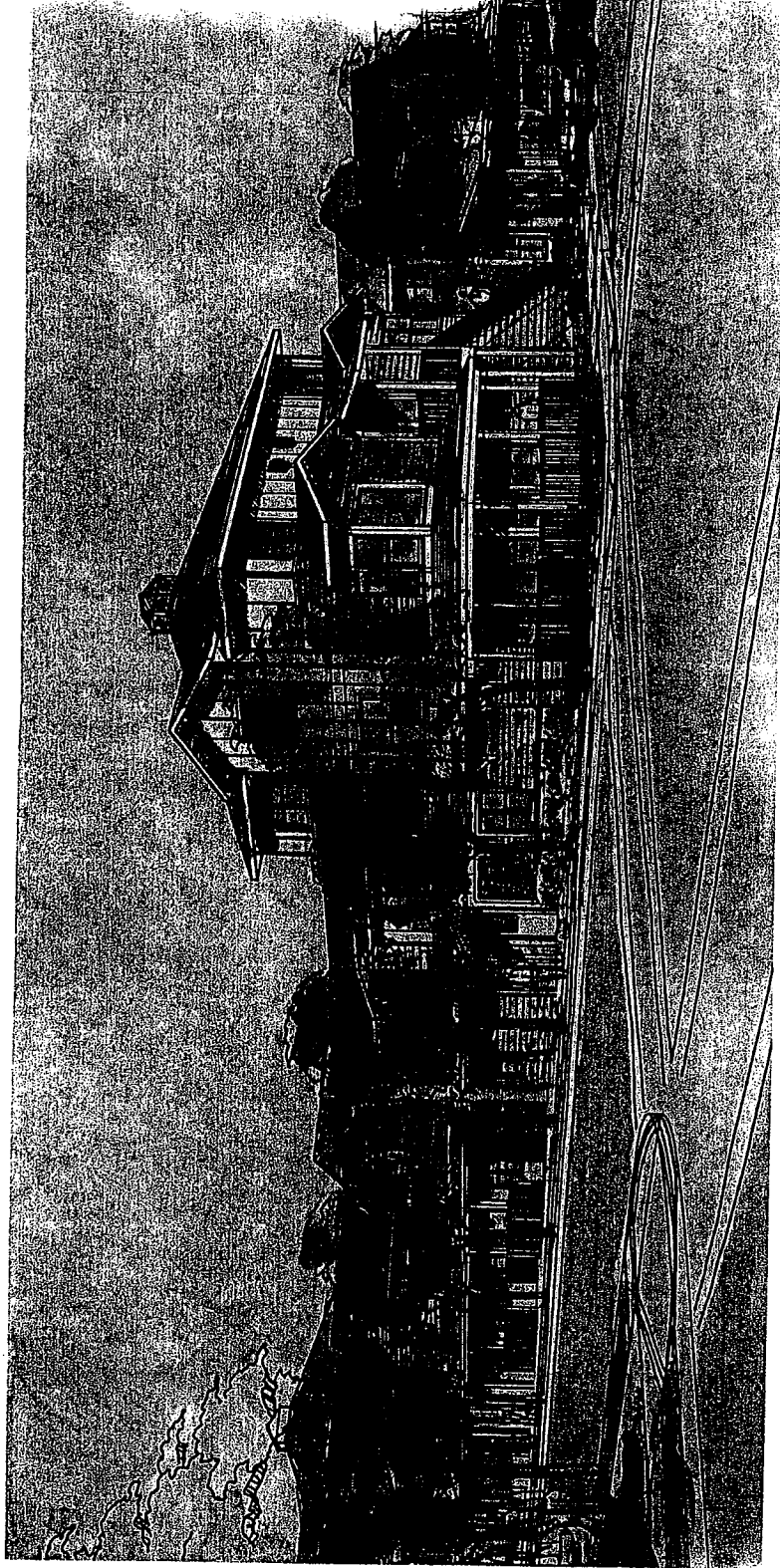
PARKING

1 BDRM - 7.5 X 11.5	33
2 BDRM - 18 X 22	38
3 BDRM - 23 X 22	46
VISITOR (1/5 UNITS)	0
TOTAL	117

105 SPACE 116 SPACES

LAUNDRY & COMMUNITY BLDG

LAUNDRY & COMMUNITY BLDG	1 STORY
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Eden Housing
Hayward, CA

Cypress Avenue, Vallejo
Conceptual Project Streetscape Rendering
April 16, 2007

**VAN METER
WILLIAMS
POLLOCK**



CITY COUNCIL COMMUNICATION

Date: May 22, 2007

TO: Mayor and Members of the City Council

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

SUBJECT: CONSIDERATION BY THE CITY COUNCIL OF A RESOLUTION HOLDING ON FIRST READING AN ORDINANCE CONTAINING A DESCRIPTION OF THE REDEVELOPMENT AGENCY OF VALLEJO'S PROGRAM TO ACQUIRE REAL PROPERTY IN THE MERGED DOWNTOWN / WATERFRONT REDEVELOPMENT PROJECTS BY EMINENT DOMAIN, IN COMPLIANCE WITH HEALTH AND SAFETY CODE SECTION 33342.7.

BACKGROUND & DISCUSSION

The Amended and Restated Redevelopment Plan for the Merged Downtown / Waterfront Redevelopment Project Area was adopted by the City Council by Ordinance No. 1576 N.C. (2d) on November 28, 2006. The Amended and Restated Redevelopment Plan is a consolidation of the prior Redevelopment Plans for the Vallejo Waterfront Project, the Marina Vista Project and the Vallejo Central Project, which were merged and consolidated in the Amended and Restated Redevelopment Plan (available on the city's website).

In 2006, the legislature passed Senate Bill 53, which took effect January 1, 2007, adding Section 33342.7 to the Health and Safety Code. Pursuant to Section 33342.7, a legislative body that adopted a redevelopment plan before January 1, 2007, must adopt an ordinance on or before July 1, 2007, that contains a description of the redevelopment agency's program to acquire real property by eminent domain. The Vallejo Redevelopment Agency's program to acquire real property by eminent domain is set out in several sections of the Redevelopment Plan, in Ordinance No. 1576 N.C. (2d), which approved and adopted the Amended and Restated Redevelopment Plan, and in the Report to City Council prepared at the time the Amended and Restated Redevelopment Plan was adopted.

Attached for consideration by the City Council is an ordinance containing a description of the Agency's program to acquire real property in the Merged Downtown / Waterfront Redevelopment Project Area by eminent domain, in compliance with Health and Safety Code Section 33342.7. As more fully described in the attached ordinance, the Agency will utilize its authority to acquire property in the Merged Downtown / Waterfront Redevelopment Project Area by eminent domain only as a last resort, and may not acquire property by eminent domain upon which any persons reside. The Agency's ability to acquire property by eminent domain is only applicable to the Merged Downtown / Waterfront Redevelopment Project Area and does not apply to the Flodden Acres Redevelopment Project Area.

Community Redevelopment Law requires numerous steps by the Agency to acquire any property by eminent domain. The Agency must obtain an appraisal, and is now also required to

pay for an appraisal prepared on behalf of the property owner. The Agency must make an offer in writing; if negotiations are unsuccessful, then the Agency must send a notice to the property owner and hold a hearing on the adoption of a resolution of necessity before it can file an action in court. In addition to paying for the value of the property, the Agency may also be required to pay for relocation costs and loss of business goodwill.

FISCAL IMPACT

The proposed ordinance is pursuant to the newly added Section 33342.7 of the Health and Safety Code and does not impose any new obligations on the City or Agency.

RECOMMENDATION

Staff recommends that the City Council approve the attached resolution holding on first reading an ordinance containing a description of the Vallejo Redevelopment Agency's program to acquire real property by eminent domain in the Merged Downtown / Waterfront Redevelopment Projects.

ALTERNATIVES CONSIDERED

The proposed ordinance is a requirement of newly added Section 33342.7 of the Health and Safety Code (SB 53, which took effect on January 1, 2007). No alternatives were considered.

ENVIRONMENTAL REVIEW

The proposed ordinance does not create the need for additional environmental review under the California Environmental Quality Act beyond the environmental review that was completed for the Merged Downtown/Waterfront Redevelopment Projects.

PROPOSED ACTION

Adopt a Resolution of the City of Vallejo holding on first reading an Ordinance containing a description of the Vallejo Redevelopment Agency's Program to acquire real property by eminent domain in the Merged Downtown / Waterfront Redevelopment Projects.

DOCUMENTS ATTACHED

Attachment A: City Council Resolution

Attachment B: Ordinance Containing a Description of the Vallejo Redevelopment Agency's Program to Acquire Real Property by Eminent Domain in the Merged Downtown / Waterfront Redevelopment Projects

PREPARED BY: Bonnie Robinson Lipscomb, Senior Community Development Analyst
648-5278, blipscomb@ci.vallejo.ca.us

CONTACT: Bonnie Robinson Lipscomb, Senior Community Development Analyst

648-5278, blipscomb@ci.vallejo.ca.us

Susan McCue, Economic Development Program Manager
553-7283, smccue@ci.vallejo.ca.us

Craig Whittom, Assistant City Manager/Community Development
648-4579, cwhittom@ci.vallejo.ca.us

Attachment A

RESOLUTION NO. _____ N.C.

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

WHEREAS, a report was received from the Assistant City Manager/Community Development with the recommendation to adopt the attached Ordinance containing a description of the Vallejo Redevelopment Agency's Program to acquire Real Property by Eminent Domain in the Merged Downtown / Waterfront Redevelopment Projects.;

NOW THEREFORE, BE IT RESOLVED that the City Council does hereby implement an Ordinance, as herein above described, by holding on first reading the Ordinance attached hereto.

Attachment B

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF VALLEJO, CALIFORNIA CONTAINING A DESCRIPTION OF THE VALLEJO REDEVELOPMENT AGENCY'S PROGRAM TO ACQUIRE REAL PROPERTY BY EMINENT DOMAIN IN THE MERGED DOWNTOWN / WATERFRONT REDEVELOPMENT PROJECTS

WHEREAS, pursuant to the Community Redevelopment Law (Health and Safety Code Section 33000, et seq.), the City Council of the City of Vallejo (the "City Council") adopted Ordinance No. 206 N.C. (2d), on December 26, 1973, approving and adopting a Redevelopment Plan for the Vallejo Waterfront Development Project (the "Vallejo Waterfront Project") with respect to certain area (the "Vallejo Waterfront Original Project Area"); Ordinance No. 252 N.C. (2d) on November 18, 1974, to add certain area to the Vallejo Waterfront Project Area (the "Vallejo Waterfront Added Area"); Ordinance No. 872 N.C. (2d) on July 8, 1986, to establish certain limitations to comply with the requirements of the Community Redevelopment Law; Ordinance No. 1322 N.C. (2d) on December 13, 1994, to establish and amend certain limitations; Ordinance No. 1423 N.C. (2d) on September 14, 1999, to amend certain limitations; Ordinance No. 1516 N.C. (2d) on September 23, 2003, to eliminate the time limit to incur debt; and Ordinance No. 1575 N.C. (2d) on November 28, 2006, to extend certain time limits, all with respect to the Vallejo Waterfront Project; and

WHEREAS, the City Council adopted Ordinance No. 274 N.C. (2d) on April 28, 1975, and Ordinance No. 275 N.C. (2d) on May 5, 1975, approving and adopting a Redevelopment Plan for the Marina Vista Redevelopment Project (also known as the Urban Renewal Plan, as Amended, for Marina Vista Project, Calif. R-14) (hereinafter the "Marina Vista Project"); Ordinance No. 874 N.C. (2d) on July 8, 1986, to establish certain limitations with respect to the Marina Vista Project, to comply with the requirements of the Community Redevelopment Law; Ordinance No. 1321 N.C. (2d) on December 13, 1994, to establish and amend certain limitations; Ordinance No. 1513 N.C. (2d) on September 23, 2003, to eliminate the time limit to incur debt; Ordinance No. 1521 N.C. (2d) on December 16, 2003, to amend certain time limitations; Ordinance No. 1541 N.C. (2d), on January 11, 2005, to extend certain time limits; and Ordinance No. 1564 N.C. (2d) on January 24, 2006, to extend certain time limits, all with respect to the Marina Vista Project; and

WHEREAS, the City Council adopted Ordinance No. 717 N.C. (2d) on November 14, 1983, approving and adopting a Redevelopment Plan for the Vallejo Central Redevelopment Project (hereinafter the "Vallejo Central Project"); Ordinance No. 1319 N.C. (2d) on December 13, 1994, to establish and amend certain limitations with respect to the Vallejo Central Project, to comply with the requirements of the Community Redevelopment Law; Ordinance No. 1514 N.C. (2d) on September 23, 2003, to eliminate the time limit to incur debt; and Ordinance No. 1574 N.C. (2d) on November 28, 2006, to extend certain time limits, all with respect to the Vallejo Central Project (all of said ordinances are collectively referred to herein as the "Vallejo Central Ordinances"); and

WHEREAS, the City Council adopted Ordinance No. 1576 N.C. (2d) on November 28, 2006, to (a) merge the Vallejo Waterfront, Vallejo Central and Marina Vista Redevelopment Projects, (b) to combine, increase and extend certain financial and time limits with respect to the Merged Project Areas, (c) re-establish the Agency's authority to acquire non-residential property through eminent domain, and (d) combine the three individual redevelopment plans into a single combined Amended and Restated Redevelopment Plan for the Merged Downtown/Waterfront Redevelopment Projects (the "Amended Redevelopment Plan"); and

WHEREAS, the Redevelopment Agency of the City of Vallejo ("Agency") has been designated as the official redevelopment agency in the City of Vallejo to carry out the functions and requirements of the Community Redevelopment Law of the State of California (Health and Safety Code Section 33000 et seq.) and to implement the Amended Redevelopment Plan; and

WHEREAS, Section 308 of the Amended Redevelopment Plan contains Agency authority to acquire property by eminent domain; and

WHEREAS, Section 33342.7 of the Health and Safety Code, which was added by Senate Bill 53 ("SB 53"), which took effect on January 1, 2007, requires a legislative body that adopted a redevelopment plan containing eminent domain authority before January 1, 2007, to adopt an ordinance on or before July 1, 2007, containing a description of the agency's program to acquire real property by eminent domain.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF VALLEJO, CALIFORNIA, DOES HEREBY ORDAIN AS FOLLOWS:

Section 1. Pursuant to Section 33342.7 of the Health and Safety Code, a description of the Agency's program to acquire real property by eminent domain is set forth in Exhibit A, attached hereto and incorporated herein by this reference. The Agency's program to acquire real property by eminent domain may be amended only by further amending the Amended Redevelopment Plan pursuant to Article 12 of the Community Redevelopment Law (commencing with Health and Safety Code Section 33450).

Section 2. The City Clerk is hereby directed to send a certified copy of this Ordinance to the Agency.

Section 3. The City Clerk is hereby directed to record with the County Recorder of Solano County a revised notice of the approval and adoption of the Amended Redevelopment Plan, including a description of the Agency's program to acquire real property by eminent domain, in compliance with Health and Safety Code Section 33373.

Section 4. If any part of this Ordinance is held to be invalid for any reason, such decision shall not affect the validity of the remaining portion of this Ordinance, and this City Council hereby declares that it would have passed the remainder of this Ordinance if such invalid portion thereof had been deleted.

Section 5. The City Clerk will certify to the passage of this Ordinance by the City Council, and cause the same to be published once in a newspaper of general circulation, published and circulated in the City of Vallejo, and it will take effect thirty (30) days after its final passage.

PASSED AND ADOPTED this ____ day of _____, 2007, by the following
vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

MAYOR

ATTEST:

City Clerk

EXHIBIT A

DESCRIPTION OF PROGRAM TO ACQUIRE REAL PROPERTY BY EMINENT DOMAIN FOR THE MERGED DOWNTOWN / WATERFRONT REDEVELOPMENT PROJECTS

The City Council of the City of Vallejo California ("City Council") adopted Ordinance No. 1576 N.C. (2d) on November 28, 2006, approving and adopting the Amended and Restated Redevelopment Plan for the Merged Downtown / Waterfront Redevelopment Project (the "Amended Redevelopment Plan").

As provided in Section 308 of the Amended Redevelopment Plan, it is in the public interest and is necessary in order to eliminate the conditions requiring redevelopment and in order to execute the Amended Redevelopment Plan for the power of eminent domain to be employed by the Redevelopment Agency of the City of Vallejo ("Agency") to acquire real property in the Merged Downtown / Waterfront Redevelopment Project Areas ("Merged Project Areas") which cannot be acquired by gift, devise, exchange, purchase, or any other lawful method; provided however, the Agency shall not acquire by eminent domain property on which any persons reside. This power is necessary because the Merged Project Areas suffers from blighting conditions, including without limitation: properties which suffer from deterioration and dilapidation, including buildings and structures which are characterized by exposed wiring, broken or deteriorated roofing materials, sagging roofs, missing or leaning walls, foundation damage or deterioration, substandard plumbing, broken windows, deferred maintenance; high business vacancies, impaired investments and public improvement deficiencies; and parcels contaminated with hazardous materials that require remediation before any type of development can occur. In order to eliminate these blighting conditions and prevent their recurrence, it may be necessary to exercise the power of eminent domain.

In approving the Amended Redevelopment Plan, the City Council found and determined that the condemnation of real property within the Merged Project Areas, as provided for in the Amended Redevelopment Plan, is necessary to the execution of the Amended Redevelopment Plan and adequate provisions have been made for the payment for any property that is acquired as provided by law. This finding was based upon:

1. The need to ensure that the provisions of the Amended Redevelopment Plan and the Agency's efforts to eliminate blight and redevelop the Merged Project Areas would continue to be carried out and that the Merged Project Areas would be redeveloped in conformity with the Community Redevelopment Law and in the interests of the public peace, health, safety and welfare;
2. The need to continue efforts to prevent the recurrence of blight;
3. The fact that any condemnation or other acquisition of property by the Agency would be undertaken in accordance with all applicable laws including, without limitation, the Eminent Domain Law (California Code of Civil Procedure Section 1230.010 et seq.), the

California Relocation Assistance Act (Government Code Section 7260 et seq.), and the Agency rules and regulations adopted pursuant thereto, as applicable; and

4. The fact that the Agency will utilize its authority to acquire property by eminent domain only as a last resort, and under the Amended Redevelopment Plan, the Agency may not acquire by eminent domain property upon which any persons reside.

When the Agency exercises its power of eminent domain, it shall be exercised within the following limitations:

1. Eminent domain proceedings, if used to acquire property within the Merged Project Areas, shall not be commenced after twelve (12) years from the date of adoption of the Ordinance adopting the Amended Redevelopment Plan (or November 28, 2018). This time limit may be extended only by further amendment of the Amended Redevelopment Plan. Commencement of an eminent domain proceeding occurs when a complaint in eminent domain is filed with a court.
2. The Agency shall not acquire real property to be retained by an owner pursuant to a participation agreement if the owner fully performs under the agreement.
3. The Agency shall not acquire real property on which an existing building is to be continued on its present site and in its present form and use without the consent of the owner unless: (a) such building requires structural alteration, improvement, modernization or rehabilitation in order to comply with health, safety, zoning or other valid regulations; or (b) the site or lot on which the building is situated requires modification in size, shape or use; or (c) it is necessary to impose upon such property any of the controls, limitations, restrictions, and requirements of the Amended Redevelopment Plan, and the owner fails or refuses to execute a participation agreement in accordance with the Amended Redevelopment Plan.
4. The Agency shall not acquire real property owned by public bodies which do not consent to the acquisition. The Agency is authorized, however, to acquire public property transferred to private ownership before redevelopment of the Merged Project Areas is completed, unless the Agency and the private owner enter into a participation agreement and the owner completes his responsibilities under the participation agreement.
5. It is the policy of the Agency to encourage the participation of property owners and businesses within the Project Area. Accordingly, the Agency has adopted Rules for Business Preference and Owner Participation, which extend reasonable preferences to property owners and tenants in the Merged Project Areas, to participate in the redevelopment of the Merged Project Areas. The power of eminent domain shall not be exercised except in compliance with the rules and procedures set forth therein, as amended from time to time.
6. Generally, personal property shall not be acquired. However, where necessary in the execution of the Amended Redevelopment Plan, the Agency is authorized to acquire

personal property in the Merged Project Areas by any lawful means, including eminent domain.




ADMIN C

Agenda Item No.

COUNCIL COMMUNICATION

Date: May 22, 2007

TO: Honorable Mayor and Members of the City Council

FROM: Robert V. Stout, Finance Director 

SUBJECT: CONSIDERATION OF TWO RESOLUTIONS AUTHORIZING THE CITY MANAGER TO EXECUTE: 1) A CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT WITH MAZE & ASSOCIATES ACCOUNTANCY CORPORATION FOR FINANCIAL AUDITING SERVICES AND 2) A WORKERS' COMPENSATION ADMINISTRATION SERVICES AGREEMENT WITH GREGORY B. BRAGG & ASSOCIATES, INC. FOR WORKERS COMPENSATION CLAIMS ADMINISTRATION

BACKGROUND & DISCUSSION

The purpose of this staff report is to recommend to the City Council that the City engage two consulting firms to provide financial auditing services, and workers compensation claims administration services.

Maze & Associates Financial Auditing Services

On June 8, 2004, the City Council awarded a one-year contract, with two one-year renewal options, for financial auditing services to Maze & Associates Accountancy Corporation ("Maze & Associates"). The current contract for financial auditing services expires upon completion of performance of auditing services for Fiscal Year 2005-06. Staff proposes to extend Maze & Associates financial auditing services for an additional two-year term to conduct the annual audits for the City and its agencies for Fiscal Year 2006-07 and Fiscal Year 2007-08.

Maze & Associates has performed audit services for the City for the last three years. During this period there have been dramatic changes in accounting industry requirements and disclosures, and Maze & Associates has performed in a satisfactory fashion.

Because Maze & Associates has served as the external auditor for three years, the plan was to solicit proposals from other audit firms to serve as external auditor for the current fiscal year. However, upon further review, staff has determined that the additional workload created by this requirement would be too onerous given current staff workload and the



number of projects currently underway, therefore the time required to undertake a Request for Proposals process is not available. As the RFP process did not occur, staff recommends that the contract with Maze & Associates be extended for two years to allow time for a Request for Proposals process to be completed.

Bragg & Associates Workers' Compensation Administrative Services

Workers' Compensation is a state-mandated program that provides benefits to cover costs for medical treatment, temporary disability payments, and when applicable, permanent disability awards and approved rehabilitation plans for an employee who has an injury or illness that has been determined to be job-related. Third Party Administrators provide a myriad of services to support employers in their efforts to comply with state-mandated reporting procedures, processing of workers' compensation claims, litigation defense and cost containment.

The current agreement with Gregory B. Bragg & Associates, Inc. ("Bragg & Associates") for workers compensation claims administration services expires on June 30, 2007. Staff proposes to extend Bragg & Associates workers compensation claims administration services for an additional three-year term until June 30, 2010.

Staff has been satisfied with the services provided by Bragg & Associates.

Because Bragg & Associates has served as the workers compensation claims administrator for many years, the plan was to solicit proposals from other firms to serve as claims administrator in the current fiscal year. However, upon further review, staff has determined that the additional workload created by this requirement would be too onerous given the resignation of the City's Risk Manager, and current staff workload. Therefore the time required to undertake a Request for Proposals process is not available. As the RFP process did not occur, staff suggests that the contract with Bragg & Associates be extended for three years to allow time for a new Risk Manager to be hired, and a Request for Proposals process to be completed.

FISCAL IMPACT

The Maze & Associates audit services fee is estimated as follows:

- FY 2006-07 fee is \$103,213
- FY 2007-08 fee is \$107,032



The Bragg & Associates workers compensation claims administration services fee is estimated as follows:

- FY 2007-08 fee is \$244,500
- FY 2008-09 fee is \$256,500
- FY 2009-10 fee is \$268,500

The budget appropriation for these costs will be funded in future years budgets for the costs applicable to that fiscal year.

RECOMMENDATION

Staff proposes that Council adopt the attached resolutions authorizing the City Manager to execute professional services agreements with Maze & Associates, and Bragg & Associates.

PROPOSED ACTION

Staff proposes that the Council:

1. Adopt a Resolution approving the Consultant and Professional Services Agreement with Maze & Associates Accountancy Corporation for financial auditing services, and authorize the City Manager to execute the agreement on behalf of the City.
2. Adopt a Resolution approving the Workers' Compensation Administrative Services Agreement with Gregory B. Bragg & Associates, Inc. for workers compensation claims administration services, and authorize the City Manager to execute the agreement on behalf of the City.

ENVIRONMENTAL REVIEW

This program is not a project as defined by the California Environmental Quality Act (CEQA) and is not subject to CEQA review.



DOCUMENTS ATTACHED

1. A Resolution approving the Consultant and Professional Services Agreement with Maze & Associates Accountancy Corporation for financial auditing services, and authorize the City Manager to execute the agreement on behalf of the City.
2. A Resolution approving the Workers' Compensation Administrative Services Agreement with Gregory B. Bragg & Associates, Inc. for workers compensation claims administration services, and authorize the City Manager to execute the agreement on behalf of the City.
3. Consultant and Professional Services Agreement between the City of Vallejo and Maze & Associates Accountancy Corporation.
4. Workers' Compensation Administrative Services Agreement between the City of Vallejo and Gregory B. Bragg & Associates, Inc.

PREPARED BY:

Jon R. Oiler, Auditor Controller

(707) 648-4593

CONTACT:

Robert V. Stout, Finance Director

(707) 648-4592

RESOLUTION NO. _____ N.C.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALLEJO APPROVING THE CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT WITH MAZE & ASSOCIATES ACCOUNTANCY CORPORATION FOR FINANCIAL AUDITING SERVICES, AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY.

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

WHEREAS, Section 721 of the City Charter (Independent Auditor) requires an independent annual audit of all City accounts conducted by a certified accounting firm, selected by the Council, and

WHEREAS, the City Council awarded a one-year contract, with two one-year renewal options, for financial auditing services to Maze & Associates Accountancy Corporation on June 8, 2004, and that contract is expiring; and

WHEREAS, the City desires to contract for a public accounting firm to conduct the annual audits for the City and its agencies for Fiscal Year 2006-2007, and Fiscal Year 2007-2008; and

WHEREAS, staff finds that Maze & Associates has both the expertise and the capacity to conduct such audit at a competitive price; and

WHEREAS, Maze & Associates is specially trained and experienced and competent to perform such services and render such advice to City; and

WHEREAS, staff has received a fee proposal from Maze & Associates for audit services of \$103,213 for Fiscal Year 2006-07, and \$107,032 for Fiscal Year 2007-08; and

WHEREAS, the budget appropriation for these costs will be funded in future years budgets for the costs applicable to that fiscal year; and

WHEREAS, the City Council has considered the report and recommendations of the City Manager on the proposed agreement and has determined that the acceptance of the agreement is in the best interest of the City of Vallejo and the agreement is both fair and appropriate.

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

- Section 1. The City Manager is hereby authorized to execute said Agreement in substantially the same form as the Agreement attached to the Staff Report; and
- Section 2. The Agreement may be amended and revised as approved by the City Manager and Legal Counsel; and
- Section 3. The Vallejo City Council authorizes the Finance Director to pay all claims for this agreement out of the appropriate account(s).

RESOLUTION NO. _____ N.C.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALLEJO APPROVING THE WORKERS' COMPENSATION ADMINISTRATIVE SERVICES AGREEMENT WITH GREGORY B. BRAGG & ASSOCIATES, INC. FOR WORKERS COMPENSATION CLAIMS ADMINISTRATION SERVICES, AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY.

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

WHEREAS, the City has a need for workers compensation claims administration services; and

WHEREAS, the current agreement with Gregory B. Bragg & Associates, Inc. for workers compensation claims administration services expires on June 30, 2007, and

WHEREAS, staff finds that Bragg & Associates has both the expertise and the capacity to conduct such audit at a competitive price; and

WHEREAS, Bragg & Associates is specially trained and experienced and competent to perform such services and render such advice to City; and

WHEREAS, staff has received a fee proposal from Bragg & Associates for workers compensation claims administration services of \$244,500 for Fiscal Year 2007-08, and \$256,500 for Fiscal Year 2008-09, and \$268,500 for Fiscal Year 2009-10; and

WHEREAS, the budget appropriation for these costs will be funded in future years budgets for the costs applicable to that fiscal year; and

WHEREAS, the City Council has considered the report and recommendations of the City Manager on the proposed agreement and has determined that the acceptance of the agreement is in the best interest of the City of Vallejo and the agreement is both fair and appropriate.

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

Section 1. The City Manager is hereby authorized to execute said Agreement in substantially the same form as the Agreement attached to the Staff Report; and

Section 2. The Agreement may be amended and revised as approved by the City Manager and Legal Counsel; and

Section 3. The Vallejo City Council authorizes the Finance Director to pay all claims for this agreement out of the appropriate account(s).

CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT

This Consultant Services Agreement ("Agreement") is made at Vallejo, California, dated for reference 22nd day of May, 2007, by and between the City of Vallejo, a municipal corporation ("City"), and Maze & Associates Accountancy Corporation, a California corporation, hereinafter referred to as "Consultant", who agree as follows:

1. **Services.** Subject to the terms and conditions set forth in this Agreement, Consultant shall provide the City professional services as specified in Exhibit A, entitled "Scope of Work."

2. **Payment.** City shall pay Consultant for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit B, entitled "Compensation." The payments specified in Exhibit B shall be the only payments to be made to Consultant for services rendered pursuant to this Agreement.

3. **Facilities and Equipment.** Consultant shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing services pursuant to this Agreement.

4. **Indemnification.** Consultant shall indemnify, hold harmless, and defend City, its officers, officials, directors, employees, agents, volunteers and affiliates and each of them from any and all claims, demands, causes of action, damages, costs, expenses, actual attorney's fees, consultant's fees, expert fees, losses or liability, in law or in equity, of every kind and nature whatsoever arising out of or in connection with Consultant's operations, or any subcontractor's operations, to be performed under this agreement for Consultant's or subcontractor's tort negligence including active or passive, or strict negligence, including but not limited to personal injury including, but not limited to bodily injury, emotional injury, sickness or disease, or death to persons and/or damage to property of anyone, including loss of use thereof, caused or alleged to be caused by any act or omission of Consultant, or any subcontractor, or anyone directly or indirectly employed by any of them or anyone for the full period of time allowed by the law, regardless to any limitation by insurance, with the exception of the sole negligence or willful misconduct of the City.

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

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

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

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

8. Independent Contractor. Consultant is an independent contractor. Neither Consultant nor any of Consultant's officers, employees, agents or subcontractors, if any, is an employee of City by virtue of this Agreement or performance of any services pursuant to this Agreement. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement; however, City shall not have the right to control the means by which Consultant accomplishes services pursuant to this Agreement.

9. Licences, Permits, Etc. Consultant represents and warrants to City that all consultant services shall be provided by a person or persons duly licensed by the State of California to provide the type of services to be performed under this Agreement and that Consultant has all the permits, qualifications and approvals of whatsoever nature which are legally required for Consultant to practice its profession. Consultant represents and warrants to City that it shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for Consultant to practice its profession.

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

11. Standard of Performance. Consultant shall provide products and perform

all services required pursuant to this Agreement in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised under similar conditions by a member of Consultant's profession currently practicing in California.

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

Whenever the scope of work requires or permits review, approval, conditional approval or disapproval by City, it is understood that such review, approval, conditional approval or disapproval is solely for the purposes of administering this Agreement and determining whether the Consultant is entitled to payment for such work, and not be construed as a waiver of any breach or acceptance by the City of any responsibility, professional or otherwise, for the work, and shall not relieve the Consultant of responsibility for complying with the standard of performance or laws, regulations, industry standards, or from liability for damages caused by negligent acts, errors, omissions, noncompliance with industry standards, or the willful misconduct of Consultant.

12. Time for Performance. Consultant will perform the services according to the schedule contained in Exhibit D, entitled "Performance Schedule." If the schedule calls for the services to be performed in phases or discrete increments, Consultant shall not proceed from one phase or increment to the next without written authorization from the City's Representative.

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

In the event that the Consultant is unable to meet the completion date or schedule of services, Consultant shall inform the City Representative of the additional time required to perform the work and the City Representative may adjust the schedule.

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

15. Personnel. Consultant agrees to assign only competent personnel according to the reasonable and customary standards of training and experience in the relevant field to perform services under this Agreement. Failure to assign such competent personnel shall constitute grounds for termination of this Agreement .

Consultant is aware of the requirements of the Immigration Reform and Control Act

of 1986 and shall comply with those requirements, including, but not limited to, verifying the eligibility for employment of all of Consultant's officers, employees, agents and subcontractors that are included in this Agreement.

The payment made to Consultant pursuant to this Agreement shall be the full and complete compensation to which Consultant and Consultant's officers, employees, agents, and subcontractors are entitled for performance of any work under this Agreement. Neither Consultant nor Consultant's officers or employees are entitled to any salary or wages, or retirement, health, leave or other fringe benefits applicable to employees of the City. The City will not make any federal or state tax withholdings on behalf of Consultant. The City shall not be required to pay any workers' compensation insurance on behalf of Consultant.

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

Consultant agrees to defend, indemnify and hold harmless, pursuant to the indemnification provisions of this Agreement, the City for any obligation, claim, losses, costs, fees, liabilities, suit or demand for tax, retirement contribution including any contribution to the Public Employees Retirement System (PERS), social security, salary or wages, overtime payment, or workers' compensation payment which the City may be required to make on behalf of Consultant or any employee of Consultant, or any employee of Consultant construed to be an employee of the City, for work done under this Agreement. This is a continuing obligation that survives the completion of the services, expiration or termination of this Agreement.

16. Consultant Not Agent. Except as City may authorize in writing, Consultant shall have no authority, express or implied to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, under this Agreement, to bind City to any obligation whatsoever.

17. Termination or Abandonment by City. The City has the right, at any time and in its sole discretion, to immediately terminate or abandon any portion or all of the services to be provided under this Agreement by giving notice to Consultant. Upon receipt of a notice of termination, Consultant shall perform no further work except as specified in the notice. Before the date of termination, Consultant shall deliver to City all work product, whether completed or not, as of the date of termination and not otherwise previously delivered.

The City shall pay Consultant for services performed in accordance with this Agreement before the date of termination. If this contract provides for payment of a lump sum for all services or by task and termination occurs before completion of the work or any defined task which according to the performance schedule was

commenced before the notice of termination, the fee for services performed shall be based on an amount mutually agreed to by City and Consultant for the portion of work completed in conformance with this Agreement before the date of termination.

In addition, the City will reimburse Consultant for authorized expenses incurred and not previously reimbursed. The City shall not be liable for any fees or costs associated for the termination or abandonment except for the fees, and reimbursement of authorized expenses, payable pursuant to this section.

18. Products of Consulting Services. The work product, including without limitation, all writings, work sheets, reports, recordings, drawings, files, detailed calculations and other work products, whether complete or incomplete, of Consultant resulting from services rendered pursuant to this Agreement, shall become the property of City. Consultant agrees that all copyrights which arise from creation of the work under this Agreement shall be vested in the City and waives and relinquishes all claims to copyright or other intellectual property rights in favor of the City. City acknowledges that its use of the work product is limited to the purposes contemplated by the scope of work and that the Consultant makes no representation of the suitability of the work product for use in or application to circumstances not contemplated by the scope of work.

Documents submitted to the City in electronic format shall be formatted according to specifications provided by the City, or if not otherwise specified, in Microsoft Word, Excel, PowerPoint or other Microsoft Office Suite (2002) format as appropriate for the particular work product or, if directed by the City Representative in Adobe Acrobat PDF format.

19. Cooperation by City. City shall, to the extent reasonable and practicable, assist and cooperate with Consultant in the performance of Consultant's services hereunder.

20. Assignment and Subcontracting. Consultant shall not subcontract, assign or transfer voluntarily or involuntarily any of its rights, duties or obligation under this Agreement without the express written consent of City in each instance. Any attempted or purported assignment of any right, duty or obligation under this Agreement without City's consent shall be void and of no effect.

If subcontracting of work is permitted, Consultant shall pay its subcontractor within ten (10) days of receipt of payment by City for work performed by a subcontractor and billed by the Consultant. Use of the term subcontractor in any other provision of this contract shall not be construed to imply authorization for Consultant to use subcontractors for performance of any service under this Agreement.

The City is an intended beneficiary of any work performed by Consultant's subcontractor for purposes of establishing a duty of care between the subcontractor and City.

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

22. Non-Discrimination/Fair Employment Practices.

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

In all solicitations either by competitive bidding or negotiations made by Consultant for work to be performed under any subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by Consultant of Consultant's obligation under this Agreement relative to nondiscrimination and fair employment practices.

Consultant shall include the above provisions of this section in every subcontract, including procurement of materials or equipment.

(b) Consultant agrees to comply with Title VII of the Civil Rights Act of 1964, as amended, the California Fair Employment Practices Act, the Americans with Disabilities Act of 1990, any other applicable federal and state laws and regulations and City ordinances and regulations hereinafter enacted.

(c) To the fullest extent permitted by law, without limitation by the insurance provisions of this Agreement, and in addition to Consultant's obligations under section 4 of this Agreement, the Consultant shall also indemnify, defend and hold harmless the City, pursuant to the indemnification provisions of this Agreement, from and against all liability (including without limitation all claims, damages, penalties, fines, and judgments, associated investigation and administrative expenses, and defense costs, including but not limited to reasonable attorneys' fees, court costs, and costs of alternative dispute resolution) resulting from any claim of discrimination or harassment, including but not limited to sexual harassment, arising from the conduct of the Consultant or any of the Consultant's officers, employees, agents, licensees, or subcontractors. In the event of a discrimination or harassment complaint against any employee, agent, licensee or subcontractors of the Consultant or its subcontractors, the Consultant shall take immediate and appropriate action in response to such complaint, including, but not limited to termination or appropriate discipline of any responsible employee, agent, licensee or subcontractors. The provisions of this section survive completion of the services or termination of this Agreement.

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

If to City: Robert V. Stout
Finance Director
555 Santa Clara Street
Vallejo, CA 94590

If to Consultant: Cory A. Biggs
Maze & Associates
3478 Buskirk Avenue, Suite 215
Pleasant Hill, CA 94523

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

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

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

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

26. Law Governing. This Agreement shall in all respects be governed by the law of the State of California. Litigation arising out of or connected with this Agreement shall be instituted and maintained in the courts of Solano County in the State of California or in the United States District Court, Eastern District of California, Sacramento, California, and the parties consent to jurisdiction over their person and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.

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

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

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

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

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

32. Confidentiality of City Information. During the performance of services under this Agreement, Consultant may gain access to and use City information regarding, but not limited to, procedures, policies, training, operational practices, and other vital information (hereafter collectively referred to as "City Information") which are valuable, special and unique assets of the City. Consultant agrees that it will not use any information obtained as a consequence of the performance of services under this Agreement for any purpose other than fulfillment of Consultant's scope of work , to protect all City Information and treat it as strictly confidential and proprietary to City, and that it will not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party, other than its own employees, agents or subcontractors who have a need for the City Information for the performance of services under this Agreement, without the prior written consent of City, or as required by law.

Consultant shall treat all records and work product prepared or maintained by Consultant in the performance of this Agreement as confidential.

A violation by Consultant of this section shall be a material violation of this Agreement and will justify legal and/or equitable relief.

Consultant's obligations under this section shall survive the completion of services, expiration or termination of this Agreement.

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

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

35. Counterparts. The parties may execute this Agreement in two or more counterparts, which shall, in the aggregate, be signed by all the parties; each counterpart shall be deemed an original of this Agreement as against a Party who has signed it.

36. Facsimile Signatures. This Agreement shall be binding upon the receipt of facsimile signatures; provided, however, that any person transmitting his or her signature by facsimile shall promptly send an original signature to the other party.

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

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

Exhibit A, entitled "Scope of Work," including any attachments..

Exhibit B, entitled "Compensation," including any attachments.

Exhibit C, entitled "Insurance Requirements," including any attachments.

Exhibit D, entitled "Performance Schedule," including any attachments.

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

MAZE & ASSOCIATES
A California corporation

CITY OF VALLEJO,
A municipal corporation

By: _____
Cory A. Biggs
President

By: _____
Joseph M. Tanner
City Manager

DATE: _____

DATE: _____

Vallejo Business License No.

(City Seal)

ATTEST:

By: _____
Mary Ellsworth, Acting City Clerk

APPROVED AS TO CONTENT:

Robert V. Stout
Finance Director

APPROVED AS TO INSURANCE
REQUIREMENTS:

Robert V. Stout
Finance Director

APPROVED AS TO FORM:

Frederick G. Soley
City Attorney

EXHIBIT A

SCOPE OF WORK

1. Representatives.

The City Representative for this Agreement is:

Robert V. Stout
Finance Director
555 Santa Clara Street
Vallejo CA 94590

Telephone number: 707-648-4592
Facsimile number: 707-649-5406
E-mail: rstout@ci.vallejo.ca.us

The Consultant's Representative for this Agreement is:

Cory A. Biggs
President
Maze & Associates
3478 Buskirk Avenue, Suite 215
Pleasant Hill, CA 94523

Telephone number: 925-930-0902, Ext. 225
Facsimile number: 925-930-0135
E-mail: coryb@mazeassociates.com

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

2. Services to be Provided.

The services provided shall be as set forth in Attachment 1 of Exhibit A, attached hereto and incorporated herein by this reference.

In addition, Consultant agrees to:

- a. The Marine World Joint Powers Authority financial statements will be for the years ending December 31, 2007, and December 31, 2008. Reports shall be issued and delivered by April 30 of each year.

In the event that the Marine World Joint Powers Authority ceases to exist as a component unit of the City of Vallejo, Consultant's compensation for Marine World JPA audit services shall be reduced in accordance with Exhibit B.

- b. All audit work and the resulting opinions are to be completed and issued in compliance with Exhibit D "Performance Schedule" of each year, for the immediately preceding fiscal year.
 - c. The Consultant will prepare and print all reports except for the Comprehensive Annual Financial Report (CAFR).
- 3. Duties of the City.** City staff will:
- a. Provide computerized financial reports such as balance sheet, revenues and expenditures for all funds.
 - b. Provide detail accounting records.
 - c. Provide confirmation letters.
 - d. Prepare the following items for the CAFR:
 - i. Provide an organizational chart.
 - ii. Prepare letters of transmittal.
 - iii. Managements Discussion and Analysis.
 - iv. Prepare the statistical schedules.

4. Term. The term of this Agreement shall commence on May 22, 2007, and shall continue in full force and effect until completion of performance of auditing services for the two (2) fiscal years ending June 30, 2007, and June 30, 2008.

Said services shall be performed in strict compliance with the Project Schedule approved by City as set forth in Exhibit "D," attached hereto and incorporated herein by this reference. The Project Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

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

MAZE & ASSOCIATES

ATTACHMENT 1 TO EXHIBIT A

March 29, 2007

Robert Stout
Finance Director
City of Vallejo
555 Santa Clara Street
Vallejo, CA 94590

ACCOUNTANCY CORPORATION
3478 Buskirk Ave. - Suite 215
Pleasant Hill, California 94523
(925) 930-0902 • FAX (925) 930-0135
maze@mazeassociates.com
www.mazeassociates.com

Dear Robert:

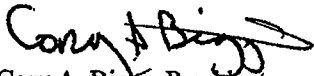
Pursuant to my conversation with Susan Mayer, we are pleased to offer to extend our engagement for an additional two years. We have prepared the attached engagement letter which includes our actual fees for fiscal 2005-2006 and our proposed fees for the next two fiscal years. We are proposing to bump most fees for the 3.7% cost of living increase in the Bay Area Consumers Price Index, except for the following. We are reducing the fee for the Controller's Report, since we only prepare the City Report. And we are proposing to increase the Marine World fee as the scope of the work is substantially more than the current fee supports.

Over the past three years, our cost history has been rather harsh with write offs approximating \$50,000, \$39,000 and \$12,000 in the fiscal years ending 2004, 2005 and 2006, respectively. We believe that with the City staffing levels as they are now and a bump in the Marin World fee, our write-offs will be minor in future years.

This was my first year on the account and I enjoyed working on the engagement. Melita and I are eager to continue working with you, Susan and other staff and in providing excellent services and support to the City.

I would be pleased to discuss the proposed extension with you at your convenience.

Yours very truly,



Cory A. Biggs, President

CAB:cab

enclosure

MAZE & ASSOCIATES

March 29, 2007

Robert Stout
Finance Director
City of Vallejo
555 Santa Clara Street
Vallejo, CA 94590

ACCOUNTANCY CORPORATION
3478 Buskirk Ave. - Suite 215
Pleasant Hill, California 94523
(925) 930-0902 • FAX (925) 930-0135
maze@mazeassociates.com
www.mazeassociates.com

Dear Robert:

We are pleased to confirm our understanding of the services we are to provide for the City of Vallejo for the years ended June 30, 2007 and 2008. The services we have been engaged to provide are outlined below, but we are also available to provide additional services at your request:

- 1) Audit of the Basic Financial Statements, and assistance with the preparation of the Comprehensive Annual Financial Report.
- 2) Preparation of the Annual Report of Financial Transaction for the City.
- 3) Audit of the basic component unit financial statements of the Vallejo Redevelopment Agency and testing of compliance with Guidelines for Compliance Audits of California Redevelopment Agencies and issuance of our reports thereon. (Assumes no new project areas.)
- 4) Preparation of the local Transportation Fund Report.
- 5) Preparation of the Vallejo Housing Authority Report.
- 6) Single Audit Act, one program.
- 7) Perform procedures and issue agreed upon procedures opinion to comply with Proposition 111 Appropriation Limit increment requirements.
- 8) Marine World Joint Powers Authority Report.

Audit Objective

The objective of our audit is to express an opinion on whether your financial statements are fairly presented in all material respects in conformity with generally accepted accounting principles in the United States of America and to report on the fairness of accompanying supplemental information when considered in relation to the basic financial statements taken as a whole. The objective also includes reporting on:

- Internal controls related to the financial statements and compliance with laws, regulations, and the provisions of contracts or grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal controls related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*.

The reports on internal control and compliance will each include a statement that the report is intended for the information and use of the Council or their appointed committee, management, specific legislative or regulatory bodies, federal awarding agencies, and if applicable, pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

Our audit will be conducted in accordance with generally accepted auditing standards in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provision of OMB Circular A-133, and will include tests of accounting records, a determination of major programs in accordance with Circular A-133 and other procedures we consider necessary to enable us to express such an opinion and to render the required reports. If our opinion on the financial statements or the Single Audit compliance opinion is other than unqualified, we will fully discuss the reasons with City management in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or to issue a report as a result of this engagement.

Management Responsibilities

Management is responsible for establishing and maintaining effective internal control and for compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. In fulfilling this responsibility, estimates and judgments by management are required to assess the expected benefits and related costs of the controls. The objectives of internal control are to provide management with reasonable, but not absolute, assurance that assets are safeguarded against loss from unauthorized use or disposition, that transactions are executed in accordance with management's authorizations and recorded properly to permit the preparation of financial statements in accordance with generally accepted accounting principles, and that federal award programs are managed in compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is responsible for making all financial records and related information available to us, including any significant vendor relationships in which the vendor has the responsibility for program compliance. We understand that the Finance and Administrative Services Department will provide us with the Closing Checklist information required for our audit and that the Finance and Administrative Services Department is responsible for the accuracy and completeness of that information. We will advise the Finance and Administrative Services Department about appropriate accounting principles and their application and will assist in the preparation of the financial statements, including the Schedule of Expenditure of Federal Awards, but the responsibility for the financial statements remains with the Finance and Administrative Services Department. This responsibility includes the establishment and maintenance of adequate records and effective internal control over financial reporting and compliance, the selection and application of accounting principles and the safeguarding of assets. Management is responsible for adjusting the financial statements to correct material misstatements and for confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

The Finance and Administrative Services Department is responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the government involving (a) management, (b) employees who have significant roles in internal control, and (c) others where the fraud or illegal acts could have a material effect on the financial statements. The Finance and Administrative Services Department is also responsible for informing us of the City's knowledge of any allegations of fraud or suspected fraud or illegal acts affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, the Finance and Administrative Services Department is responsible for identifying and ensuring that the entity complies with applicable laws and regulations and for taking timely and appropriate steps to remedy any fraud, illegal acts, violations of contracts or grant agreements, or abuse that we may report. Additionally, as required by OMB Circular A-133, it is management's responsibility to follow up and take corrective action on reported audit findings

and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings must be made available for our review

As part of the audit, we will prepare a draft of your financial statements, schedule of expenditures of federal awards, and related notes. In accordance with Government Audit Standards, the Finance and Administrative Services Department will be required to review and approve those financial statements prior to their issuance and have a responsibility to be in a position in fact and appearance to make an informed judgment on those financial statements. Further, you are required to designate a qualified management-level individual to be responsible and accountable for overseeing our services.

Audit Procedures - General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. Also, we will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from errors, fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, Governmental Auditing Standards do not expect auditors to provide reasonable assurance of detecting abuse. As required by the Single Audit Act Amendments of 1996 and OMB Circular A-133, our audit will include tests of transactions related to major federal award programs for compliance with applicable laws and regulations and the provisions of contracts and grant agreements. Because of the concept of reasonable assurance and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance, fraud or other illegal acts, may exist and not be detected by us. In addition, an audit is not designed to detect immaterial misstatements, immaterial illegal acts, or illegal acts that do not have a direct effect on the financial statements or major programs. We will advise management of any material errors and any fraudulent financial reporting or misappropriation of assets that comes to our attention. We will also inform the management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to matters that might arise during any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, creditors and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill the City for responding to this inquiry. At the conclusion of our audit we will also require certain written representations from management about the financial statements and related matters.

Audit Procedures - Compliance

Our audit will be conducted in accordance with the standards referred to in the section titled Audit Objectives. As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City of Vallejo's compliance with certain provisions of laws, regulations, contracts, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

OMB Circular A-133 requires that we also plan and perform the audit to obtain reasonable assurance about whether the City has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of the applicable procedures described in the *OMB Circular A-133 Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each major program. The purpose of those procedures will be to express an opinion on the City's compliance with requirements applicable to major programs in our report on compliance issued pursuant to OMB Circular A-133.

Audit Procedures - Internal Controls

In planning and performing our audit we will consider the adequacy of internal controls in determining the nature, timing and extent of our auditing procedures applied for the purpose of expressing an opinion on the City of Vallejo's basic financial statements and on its compliance with requirements applicable to major programs. We will obtain an understanding of the design of the relevant controls and whether they have been placed in operation, and we will assess control risk. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the basic financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Tests of controls relative to the financial statements are required only if control risk is assessed below the maximum level. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by OMB Circular A-133, we will perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major program. However, our tests will be less in scope than would be necessary to render an opinion on those controls, and accordingly, no opinion will be expressed in our report on internal control issued pursuant to OMB Circular A-133.

Our audit is not designed to provide assurance on internal control or to identify reportable conditions. However, we will inform the Council or their appointed committee of any matters involving internal control and its operation that we consider to be reportable conditions under standards established by the American Institute of Certified Public Accountants. Reportable conditions involve matters coming to our attention relating to significant deficiencies in the design or operation of internal controls that in our judgment could adversely affect the City's ability to record, process, summarize and report financial data consistent with the assertions of management in the basic financial statements. We will inform you of any nonreportable conditions or other matters involving internal control, if any, as required by OMB Circular A-133.

Audit Administration, Fees, and Other

At the conclusion of the engagement, we will complete the appropriate sections and sign the Data Collection Form that summarizes our audit findings. We will provide copies of an original and print ready master of our report to the City of Vallejo; however, it is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and a corrective action plan) along with the Data Collection Form to the designated federal clearinghouse and, if appropriate, to pass-through entities. The Data Collection Form and the reporting package must be submitted within 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed in advance by the cognizant or oversight agency for audits. At the conclusion of the engagement, we will provide information to management as to where the reporting packages should be submitted and the number to submit.

The audit documentation for this engagement is the property of Maze & Associates and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to a federal agency providing oversight of direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Maze & Associates personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

Our fees for these services are billed based on our contract with the City, which in turn is based on the actual time expected to be spent at our standard hourly rates, including travel and other out-of-pocket costs such as report production, typing, postage, etc. Our standard hourly rates vary according to the degree of responsibility involved

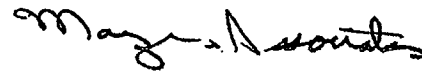
and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if the City's account becomes thirty days or more overdue and may not be resumed until the City's account is paid in full.

These fees are based on anticipated cooperation from City personnel, the completion of schedules and data requested on our Checklists, and the assumption that there will be no unexpected increases in work scope, such as new Single Audit Act programs, new debt issues, etc., or delays which are beyond our control, as discussed on the Fees Attachment to this letter. If significant additional time is necessary, we will discuss it with City management and arrive at a new fee before we incur any additional costs.

We understand you will provide us with basic workspace sufficient to accommodate the audit team assigned to your audit. We understand the basic workspace will be equipped with a telephone and direct Internet access, preferably a temporary network outside of your network, a public IP address and a wired connection. We understand you will also provide us with access to a fax machine and read only access to your general ledger system.

Government Auditing Standards require that we provide the City with a copy of our most recent quality control review report. Our 2005 peer review report accompanies this letter.

We appreciate the opportunity to be of service to the City and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.



Maze & Associates

RESPONSE:

This letter correctly sets forth the understanding of the City of Vallejo.

By: _____

Title: _____

Date: _____

**City of Vallejo Engagement Letter
Fees Attachment**

Our fees for the work described in the attached engagement letter will be as follows, unless they are adjusted for one or more of the items below:

Service	Notes	Actual	Proposed	
		2006	2007	2008
Comprehensive Annual Financial Report	(a)	\$66,421	\$68,879	\$71,428
Annual Report of Financial Transactions	(b)	10,891	8,900	9,229
Vallejo Redevelopment Agency	(a)	4,263	4,421	4,585
Local Transportation Fund	(a)	3,000	3,111	3,226
Vallejo Housing Authority	(a)	3,394	3,520	3,650
Single Audit Act Report (one program)	(a)	4,448	4,613	4,784
Single Audit - 5 extra programs		18,890		
GANN Limit Calculation	(a)	742	769	797
Total Cost of Audit Service and statement preparation		<u>112,049</u>	<u>94,213</u>	<u>97,699</u>
Marine World Joint Powers Authority audit	(c)	<u>4,351</u>	<u>9,000</u>	<u>9,333</u>
Totals		<u>\$116,400</u>	<u>\$103,213</u>	<u>\$107,032</u>

Proposed 2007 & 2008 Fees - Our proposed fees are based on the follows: (a) Fee is based on our prior year fee adjusted for a 3.7% increase in the Bay Area Consumers Price index, (b) Fee reduced as we are only preparing the City Report, and (c) Fee increased to cover actual costs of the audit work.

Additional Services - The above fees are for audit and assurance services described in the accompanying engagement letter. They do not include fees for assisting with closing the books nor providing other accounting services. Should the City require assistance beyond the above services, we will need the City to approve the scope and fee of that work for us to proceed.

Single Audit Act - Each additional program will cost \$4,613 and \$4,784, for the fiscal years ended June 30, 2007 and 2008, respectively, unless there are other factors which add to that program's cost; in that case, we will provide a cost estimate before proceeding.

EXHIBIT B

COMPENSATION

1. Consultant's Compensation.

A. Services: City agrees to pay Consultant for those services set forth in Exhibit A of this Agreement and for all authorized reimbursable expenses as set forth below. Consultant will render invoices for fees each month in proportion to services performed.

All-Inclusive Maximum Fee For Services		FY 2006-2007	FY 2007-2008	Total Fees For 2 Years
1	Comprehensive Annual Financial Report	\$68,879	\$71,428	\$140,307
2	Annual Report of Financial Transactions:	8,900	9,229	18,129
3	Vallejo Redevelopment Agency	4,421	4,585	9,006
4	Local Transportation Fund	3,111	3,226	6,337
5	Vallejo Housing Authority	3,520	3,650	7,170
6	Single Audit (1 Program)	4,613	4,784	9,397
7	GANN Limit Calculation	769	797	1,566
	Total Cost of Audit Services and statement preparation	\$94,213	\$97,699	\$191,912
8	Marine World Joint Powers Authority audit	9,000	9,333	18,333
	Combined CITY and Marine World JPA Fee	\$103,213	\$107,032	\$210,245

Consultant shall notify City in writing no later than thirty (30) days prior to the estimated date when Consultant will have billed City the maximum payment amount permitted under this Agreement, and Consultant shall provide City with an estimate of the additional compensation required to complete the project.

B. Additional Services:

1. Additional Services are those services related to the scope of Services of Consultant as set forth in Exhibit A but not anticipated at the time of execution of this Agreement. Additional Services shall be provided only when a Supplemental Agreement authorizing such Additional Services is approved by the City Manager, or his or her designee, in accordance with City's Supplemental Agreement procedures. City reserves the right to perform any Additional Services with its own staff or to retain other Consultants to perform said Additional Services.

2. Consultant's compensation for Additional Services shall be based on the total number of hours spent on Additional Services multiplied by the employees' appropriate billable hourly rate as established below. City, at its option, may negotiate a fixed fee for some or all Additional Services as the need arises. Where a fixed fee for Additional Services is established by mutual Agreement between City and Consultant, compensation to Consultant shall not exceed the fixed fee amount.

2. Appropriate Billable Hourly Rates for Services and Additional Services.

Consultant's billable hourly rates shall be:

Any additional services requested by the CITY beyond the scope services contained in this AGREEMENT, shall be paid based on the following rate schedule:

Position	Hourly Billing Rate
Partner	\$275 to \$340
Director and Manager	\$130
Supervisors	\$100 to \$140
Senior Associates	\$85
Associates	\$75
Administration	\$75

3. Consultant's Reimbursable Expenses.

Reimbursable Expenses shall be limited to actual reasonable expenditures of Consultant for expenses that are necessary for the proper completion of the Services and shall only be payable if specifically authorized in advance by City.

4. Payments to Consultant.

A. Payments to Consultant shall be made within a reasonable time after receipt of Consultant's invoice, said payments to be made in proportion to services performed. Consultant may request payment on a monthly basis. Consultant shall be responsible for the cost of supplying all documentation necessary to verify the monthly billings to the satisfaction of City.

B. All invoices submitted by Consultant shall contain the following information:

1. Description of services billed under this invoice
2. Date of Invoice Issuance
3. Sequential Invoice Number
4. City's Purchase Order Number (if issued)
5. Social Security Number or Taxpayer Identification Number
6. Amount of this Invoice (Itemize all Reimbursable Expenses")
7. Total Billed to Date

C. Items shall be separated into Services and Reimbursable Expenses. Billings that do not conform to the format outlined above shall be returned to Consultant for correction. City shall not be responsible for delays in payment to Consultant resulting from Consultant's failure to comply with the invoice format described above.

D. Request for payment shall be sent to:

Robert V. Stout
Finance Director
555 Santa Clara Street
Vallejo, CA 94590

5. Accounting Records of Consultant.

Consultant shall maintain for three (3) years after completion of all services hereunder, all records under this Agreement, including, but not limited to, records of Consultant's direct salary costs for all Services and Additional

Services performed under this Agreement and records of Consultant's Reimbursable Expenses, in accordance with generally accepted accounting practices. Consultant shall keep such records available for audit, inspection and copying by representatives of the City's Finance Department or other government agencies during regular business hours upon twenty four (24) hours notice.

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

6. Taxes.

Consultant shall pay, when and as due, any and all taxes incurred as a result of Consultant's compensation hereunder, including estimated taxes, and shall provide City with proof of such payments upon request. Consultant hereby agrees to indemnify and defend City for any claims, losses, costs, fees, liabilities, damages or injuries suffered by City arising out of Consultant's breach of this section pursuant to the Indemnification provisions of this Agreement.

7. Taxpayer Identification Number. Consultant shall provide City with Consultant's complete Request for Taxpayer Identification Number and Certification, Form W-9, as issued by the Internal Revenue Service, and any other State or local identification numbers as required by City.

EXHIBIT C

INSURANCE REQUIREMENTS

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

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office form number GL 0002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/78) covering Automobile Liability, code 1 any auto and endorsement CA 0025.
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Professional Liability insurance appropriate to the Consultant's profession (Errors and Omission).

B. Minimum Limits of Insurance

Consultant shall maintain limits no less than:

1. General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation and Employer's Liability: \$1,000,000 per

accident for bodily injury or disease. If Consultant is not subject to California Workers' Compensation requirements, Consultant shall file a completed certificate of exemption form which may be obtained from the City prior to commencing any activity authorized hereunder.

4. Professional Liability (Errors and Omission): \$1,000,000 combined single limit per occurrence, and annual aggregate.

C. Deductible and Self-Insured Retention

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

D. Other Insurance Provisions

The general liability and automobile liability policies, as can be provided, are to contain, or be endorsed to contain, the following provisions:

1. The City of Vallejo, its officers, officials, employees, agents and volunteers are to be covered as additional insureds as respects; liability, including defense costs, arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City of Vallejo, its officers, officials, employees, agents or volunteers. The insurance is to be issued by companies licensed to do business in the State of California.
2. For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City of Vallejo, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City of Vallejo, its officers, officials, employees, agents or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees, agents or volunteers.
4. The Consultant's insurance shall apply separately to each insured

against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

The workers' compensation and employer's liability policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against City, its officers, officials, employees, agents and volunteers, which might arise by reason of payment under such policy in connection with Consultant's performance under this Agreement.

E. Acceptability of Insurers

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

F. Verification of Coverage

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

G. Subcontractors

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

H. Payment Withhold

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

EXHIBIT D

PERFORMANCE SCHEDULE

The final audit examination must begin no later than November 1st of each year, providing the City has provided the Consultant with all closing checklist items by October 15th of each year, and be completed by the following March 1st of each year unless changed at City's discretion.

The Consultant shall issue reports for item numbers 3 and 4 of Attachment 1 of Exhibit A (Vallejo Redevelopment Agency, and Transportation Fund) by December 20th of each year.

The Consultant shall notify City in writing as soon as Consultant is aware that they will be unable to meet an agreed completion or submission date.

The Consultant shall ensure that all deadlines are met so that all reports and recommendations shall have been made to the City within the prescribed period as set out in Exhibit A "Scope of Services".

If the Consultant becomes aware of any matter which could change the scope or timing of the Auditing Services, the Consultant will promptly give written notice to the City and where practicable in the circumstances, provide particulars of such change and their effects.

Any adjustments to the Audit Plan must be agreed to by the City in writing. Any subsequent alteration of fees and/or expenses will be the subject of agreement between the parties at the date of acceptance of the amended plan.

WORKERS' COMPENSATION ADMINISTRATIVE SERVICES AGREEMENT

This Agreement ("Agreement") is made at Vallejo, California, dated for reference 1st day of July, 2007, by and between the City of Vallejo, a municipal corporation ("City"), and Gregory B. Bragg & Associates, Inc., a California corporation, hereinafter referred to as "Administrator", who agree as follows:

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

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

5. **Insurance Requirements.** Administrator agrees to comply with all of the Insurance Requirements set forth in Exhibit C, entitled "Insurance Requirements for Administrator." Failure to maintain required insurance at all times shall constitute a default and material breach.
6. **Accident Reports.** Administrator shall immediately report (as soon as

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

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

8. Independent Contractor. Administrator is an independent contractor. Neither Administrator nor any of Administrator's officers, employees, agents or subcontractors, if any, is an employee of City by virtue of this Agreement or performance of any services pursuant to this Agreement. City shall have the right to control Administrator only insofar as the results of Administrator's services rendered pursuant to this Agreement; however, City shall not have the right to control the means by which Administrator accomplishes services pursuant to this Agreement.

9. Licences, Permits, Etc. Administrator represents and warrants to City that all Administrator services shall be provided by a person or persons duly licensed by the State of California to provide the type of services to be performed under this Agreement and that Administrator has all the permits, qualifications and approvals of whatsoever nature which are legally required for Administrator to practice its profession. Administrator represents and warrants to City that it shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for Administrator to practice its profession.

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

11. Standard of Performance. Administrator shall provide products and perform all services required pursuant to this Agreement in accordance with

generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised under similar conditions by a member of Administrator's profession currently practicing in California.

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

Whenever the scope of work requires or permits review, approval, conditional approval or disapproval by City, it is understood that such review, approval, conditional approval or disapproval is solely for the purposes of administering this Agreement and determining whether the Administrator is entitled to payment for such work, and not be construed as a waiver of any breach or acceptance by the City of any responsibility, professional or otherwise, for the work, and shall not relieve the Administrator of responsibility for complying with the standard of performance or laws, regulations, industry standards, or from liability for damages caused by negligent acts, errors, omissions, noncompliance with industry standards, or the willful misconduct of Administrator.

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

In the event that the Administrator is unable to meet the completion date or schedule of services, Administrator shall inform the City Representative of the additional time required to perform the work and the City Representative may adjust the schedule.

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

14. Personnel. Administrator agrees to assign only competent personnel according to the reasonable and customary standards of training and experience in the relevant field to perform services under this Agreement. Failure to assign such competent personnel shall constitute grounds for termination of this Agreement .

Administrator is aware of the requirements of the Immigration Reform and Control Act of 1986 and shall comply with those requirements, including, but not limited to, verifying the eligibility for employment of all of Administrator's officers, employees, agents and subcontractors that are included in this Agreement.

The payment made to Administrator pursuant to this Agreement shall be the full and complete compensation to which Administrator and Administrator's officers,

employees, agents, and subcontractors are entitled for performance of any work under this Agreement. Neither Administrator nor Administrator's officers or employees are entitled to any salary or wages, or retirement, health, leave or other fringe benefits applicable to employees of the City. The City will not make any federal or state tax withholdings on behalf of Administrator. The City shall not be required to pay any workers' compensation insurance on behalf of Administrator.

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

Administrator agrees to defend, indemnify and hold harmless, pursuant to the indemnification provisions of this Agreement, the City for any obligation, claim, losses, costs, fees, liabilities, suit or demand for tax, retirement contribution including any contribution to the Public Employees Retirement System (PERS), social security, salary or wages, overtime payment, or workers' compensation payment which the City may be required to make on behalf of Administrator or any employee of Administrator, or any employee of Administrator construed to be an employee of the City, for work done under this Agreement. This is a continuing obligation that survives the completion of the services, expiration or termination of this Agreement.

15. Administrator Not Agent. Except as City may authorize in writing, Administrator shall have no authority, express or implied to act on behalf of City in any capacity whatsoever as an agent. Administrator shall have no authority, express or implied, under this Agreement, to bind City to any obligation whatsoever.

16. Termination or Abandonment by City. The City has the right, at any time and in its sole discretion, to immediately terminate or abandon any portion or all of the services to be provided under this Agreement by giving notice to Administrator. Upon receipt of a notice of termination, Administrator shall perform no further work except as specified in the notice. Before the date of termination, Administrator shall deliver to City all work product, whether completed or not, as of the date of termination and not otherwise previously delivered.

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

reimbursement of authorized expenses, payable pursuant to this section.

17. Products of Consulting Services. The work product, including without limitation, all writings, work sheets, reports, recordings, drawings, files, detailed calculations and other work products, whether complete or incomplete, of Administrator resulting from services rendered pursuant to this Agreement, shall become the property of City. Administrator agrees that all copyrights which arise from creation of the work under this Agreement shall be vested in the City and waives and relinquishes all claims to copyright or other intellectual property rights in favor of the City. City acknowledges that its use of the work product is limited to the purposes contemplated by the scope of work and that the Administrator makes no representation of the suitability of the work product for use in or application to circumstances not contemplated by the scope of work.

Documents submitted to the City in electronic format shall be formatted according to specifications provided by the City, or if not otherwise specified, in Microsoft Word, Excel, PowerPoint or other Microsoft Office Suite (2002) format as appropriate for the particular work product or, if directed by the City Representative in Adobe Acrobat PDF format.

18. Cooperation by City. City shall, to the extent reasonable and practicable, assist and cooperate with Administrator in the performance of Administrator's services hereunder.

19. Assignment and Subcontracting. Administrator shall not subcontract, assign or transfer voluntarily or involuntarily any of its rights, duties or obligation under this Agreement without the express written consent of City in each instance. Any attempted or purported assignment of any right, duty or obligation under this Agreement without City's consent shall be void and of no effect.

If subcontracting of work is permitted, Administrator shall pay its subcontractor within ten (10) days of receipt of payment by City for work performed by a subcontractor and billed by the Administrator. Use of the term subcontractor in any other provision of this contract shall not be construed to imply authorization for Administrator to use subcontractors for performance of any service under this Agreement.

The City is an intended beneficiary of any work performed by Administrator's subcontractor for purposes of establishing a duty of care between the subcontractor and City.

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

21. Non-Discrimination/Fair Employment Practices.

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

In all solicitations either by competitive bidding or negotiations made by Administrator for work to be performed under any subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by Administrator of Administrator's obligation under this Agreement relative to nondiscrimination and fair employment practices.

Administrator shall include the above provisions of this section in every subcontract, including procurement of materials or equipment.

(b) Administrator agrees to comply with Title VII of the Civil Rights Act of 1964, as amended, the California Fair Employment Practices Act, the Americans with Disabilities Act of 1990, any other applicable federal and state laws and regulations and City ordinances and regulations hereinafter enacted.

(c) To the fullest extent permitted by law, without limitation by the insurance provisions of this Agreement, and in addition to Administrator's obligations under section 4 of this Agreement, the Administrator shall also indemnify, defend and hold harmless the City, pursuant to the indemnification provisions of this Agreement, from and against all liability (including without limitation all claims, damages, penalties, fines, and judgments, associated investigation and administrative expenses, and defense costs, including but not limited to reasonable attorneys' fees, court costs, and costs of alternative dispute resolution) resulting from any claim of discrimination or harassment, including but not limited to sexual harassment, arising from the conduct of the Administrator or any of the Administrator's officers, employees, agents, licensees, or subcontractors. In the event of a discrimination or harassment complaint against any employee, agent, licensee or subcontractors of the Administrator or its subcontractors, the Administrator shall take immediate and appropriate action in response to such complaint, including, but not limited to termination or appropriate discipline of any responsible employee, agent, licensee or subcontractors. The provisions of this section survive completion of the services or termination of this Agreement.

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

If to City: Robert V. Stout
Finance Director
555 Santa Clara Street
Vallejo, CA 94590

If to Administrator: Randall C. Smith
President
Gregory B. Bragg & Associates, Inc.
P. O. Box 2216
Granite Bay, CA 95746

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

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

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

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

26. Law Governing. This Agreement shall in all respects be governed by the law of the State of California. Litigation arising out of or connected with this Agreement shall be instituted and maintained in the courts of Solano County in the State of California or in the United States District Court, Eastern District of California, Sacramento, California, and the parties consent to jurisdiction over their person and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.

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

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

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

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

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

32. Confidentiality of City Information. During the performance of services under this Agreement, Administrator may gain access to and use City information regarding, but not limited to, procedures, policies, training, operational practices, and other vital information (hereafter collectively referred to as "City Information") which are valuable, special and unique assets of the City. Administrator agrees that it will not use any information obtained as a consequence of the performance of services under this Agreement for any purpose other than fulfillment of Administrator's scope of work, to protect all City Information and treat it as strictly confidential and proprietary to City, and that it will not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party, other than its own employees, agents or subcontractors who have a need for the City Information for the performance of services under this Agreement, without the prior written consent of City, or as required by law.

Administrator shall treat all records and work product prepared or maintained by Administrator in the performance of this Agreement as confidential.

A violation by Administrator of this section shall be a material violation of this Agreement and will justify legal and/or equitable relief.

Administrator's obligations under this section shall survive the completion of services, expiration or termination of this Agreement.

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

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

35. Counterparts. The parties may execute this Agreement in two or more counterparts, which shall, in the aggregate, be signed by all the parties; each

counterpart shall be deemed an original of this Agreement as against a Party who has signed it.

36. Facsimile Signatures. This Agreement shall be binding upon the receipt of facsimile signatures; provided, however, that any person transmitting his or her signature by facsimile shall promptly send an original signature to the other party.

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

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

Exhibit A, entitled "Scope of Work," including any attachments..

Exhibit B, entitled "Compensation," including any attachments.

Exhibit C, entitled "Insurance Requirements," including any attachments.

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

GREGORY B. BRAGG & ASSOCIATES,
INC.
A California corporation

By: Randall C. Smith
Randall C. Smith
President

CITY OF VALLEJO,
A municipal corporation

By: _____
Joseph M. Tanner
City Manager

DATE: May 10, 2007

DATE: _____

Vallejo Business License No.

(City Seal)

ATTEST:

By: _____
Mary Ellsworth, Acting City Clerk

APPROVED AS TO CONTENT:

Robert V. Stout
Finance Director

APPROVED AS TO INSURANCE
REQUIREMENTS:

Robert V. Stout
Finance Director

APPROVED AS TO FORM:

Frederick G. Soley
City Attorney

EXHIBIT A
SCOPE OF WORK

1. Representatives.

The City Representative for this Agreement is:

Robert V. Stout
Finance Director
555 Santa Clara Street
Vallejo, CA 94590

Telephone number: 707-648-4592
Facsimile number: 707-649-5406

The Administrator's Representative for this Agreement is:

Randall C. Smith
President
Gregory B. Bragg & Associates, Inc.
P. O. Box 2216
Granite Bay, CA 95746

Telephone number: 916-960-0908
Facsimile number: 916-783-0338

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

2. Services to be Provided.

The services provided shall be as set forth below.

A. PROGRAM ADMINISTRATION

Administrator agrees to:

1. Provide a local service office located within 30 miles of Vallejo. Provide staff as required to administer the workers' compensation program in full compliance with all federal, state and local laws and regulations.
2. Keep the City informed on changes or proposed changes in statutes, rules and regulations and case law affecting both the City's or the Third Party Administrator's responsibility under the California Workers' Compensation laws.
3. Review program progress with City's representatives including identification of problem areas and recommend solutions thereto and provide consultative services as necessary.
4. Provide the City complete access to its claims data pertaining in any way to the Workers' Compensation Claims Management Program referred to herein. Any system providing such information shall be secure and shall contain the applications necessary to prohibit access by unauthorized individuals.
5. Provide information and guidance to the City regarding workers' compensation claims and inquiries on specific claims.
6. Assist in the development of policies and procedures to ensure that the Workers' Compensation Claims Management Program is operated in a manner that meets the objectives of the City.
7. Design and print Employer's Reports, Doctor's First Reports, treatment and authorization slips, posting notices and warrants, as well as any other forms required by the City or State of California.
8. Coordinate claims payment through the City's Finance Department with proper audit trail.
9. Establish all database coding requirements in conjunction with City staff.
10. Provide staff orientation and training of City personnel as required.
11. Maintain needed records and information and complete the Self-Insurers Annual Report in accordance with all State of California requirements. Provide the completed annual report to the City for approval no less than 30 days before the date on which the annual report is due to the State.
12. Maintain the examiners' caseloads at no more than 175 open indemnity claims.

13. Review each open claim as necessary but at least every 90 days. Medical only claims shall be reviewed every 30 days, and closed within 3 months unless good cause is evidenced.
14. Seek settlement authority on all claims from City staff.
15. The Administrator will be held responsible for Complying with the Internal Revenue Code Section for the preparation and issuance of annual 1099 Miscellaneous Reporting, and EDD New Vendor Reporting on a monthly basis.
16. Administrator shall be responsible for any fines that result from Administrator's failure to comply with these provisions.
17. Administrator shall comply with any and all Federal, State, or local laws now in effect or hereafter promulgated, which apply to the services herein specified.

B. CLAIMS ADMINISTRATION

Administrator agrees to:

1. Review and process all workers' compensation claims in accordance with all applicable laws as well as the terms of this Agreement.
2. Determine liability for claims brought against the City as a result of the workers' compensation laws of the State of California.
3. Continue to administer and adjust all existing open files.
4. Obtain expert opinion, when necessary and as authorized by the City, to evaluate the nature, extent and duration of injuries.
5. Refer cases requiring legal work only to attorneys previously approved by the City. Assist the attorneys in the preparation of all litigation and negotiations of settlements including, but not limited to, actions against third parties. Cases requiring legal representation must be referred to legal counsel at least two weeks in advance of all discovery cut-off dates.
6. Investigate, or with approval of the City's representative, arrange for investigation of cases where the City's liability is questionable and assist in the settlement or trial of litigated cases.
7. Report all claims that might reach the excess layer of insurance coverage to the appropriate insurance carrier in accordance with their respective

requirements. Administrator also agrees to maintain records, and effect collection from the excess insurance carrier on behalf of the City.

8. Attend meetings at the request of the City.
9. Administrator will pay all fines and penalties incurred due to errors or omissions on the part of the Administrator from the Administrator's own funds and will not in any way charge these expenses to the City.
10. Administrator must also maintain the capability to utilize electronic mail (e-mail) between its offices and the City of Vallejo.
11. Coordinate return-to-work, medical rehabilitation, and vocational rehabilitation programs with the City's staff.
12. Participate fully in on-site claims reviews and respond promptly to written inquiries.
13. Monitor the condition of injured workers by review of medical reports and special examinations. Provide the City, at no cost, copies of all narrative reports including but not limited to medical, physical therapy, vocational rehabilitation, Appeals Board, any other reports requested by the City as permitted by law.
14. Provide a copy of all checks, vouchers or warrants drawn to pay benefits on behalf of the City.
15. Medical case management shall be provided by each adjuster except in instances where outside case management services are justified and approved by City staff.

C. ADJUSTMENT SERVICES

Administrator agrees to:

1. Maintain a claim file on each potential or actual claim reported to Administrator.
2. Establish and maintain case reserves for workers' compensation claims which accurately reflect the ultimate probable cost of the claim.
3. Act as a liaison between the excess insurance carrier(s) and the City on matters affecting adjustment of claims.
4. Provide a copy of the claims management manual for review by City staff.

5. Maintain records on all claims and notify the City when the City is entitled to reimbursement for loss in excess of their retention.
6. Provide face to face claims review of open claim files at least annually or at the request of the City.
7. Negotiate appropriate agreements on all claims to effect settlements in a timely manner.
8. Provide quarterly review of complex claims or claims with reserves in excess of \$30,000.
9. Provide injured workers with benefits when due and payable, in accordance with all applicable statutory authority.
10. Pay all medical expenses in accordance with the applicable official fee schedule or a negotiated medical provider fee schedule which recognizes a discount for medical services, whichever is lower.
11. Pay all medical legal expenses in accordance with fees established by the California Labor Code.
12. Adjusters will be expected to make court appearances before the Workers' Compensation Appeals Board as may be required to represent the City's interest.
13. Standards of Performance:
 - a. Case Load - Administrator shall assign a sufficient number of examiners to ensure that each examiner's caseload shall not exceed 175 open indemnity cases. Administrator shall report monthly to the City each examiner's assigned caseload.
 - b. Case Make-Up - New claim case files will be created within one working day of receipt of the first notice of claim. Each claim file will have the date of creation clearly identifiable in a uniform location.
 - c. Compensability - The compensability determination (accept, deny, or delay pending the results of additional investigation) and the reasons for such a determination will be made and documented in the file within 5 working days of the filing of the claim with the employer. All benefit notices shall be mailed in compliance with California Labor Code and Division of Industrial Relations regulations. A

compensability decision will be made within 90 days from receipt of the Employee Claim Form.

- d. Payments – All benefits that are due and payable shall be made in accordance with all applicable State regulations.
- e. Three Point Contact - In cases involving anticipated loss of time from work beyond the date of loss, contact will be established with attending physician, the injured worker, and the employer within three (3) days of case make-up as needed to ensure effective medical case management. Such contacts will continue as needed during the course of claim development to assure that treatment is reasonable and necessary.
- f. Litigated Cases - Subject to the concurrence of the City Attorney, the Administrator shall establish written in-house guidelines for referral of (essential) litigated cases to defense counsel. Such guidelines shall require, at a minimum: (1) prompt recognition of issues; (2) timely referral to defense counsel; (3) control of litigation expenses; (4) file documentation of a litigation plan. Medical control of litigated claims will remain with the Administrator. Administrator will make all reasonable efforts to settle litigated claims without assigning to outside counsel. All settlements must be first approved and authorized in writing by City staff. After referral, Administrator will continue to assist in the preparation of litigated cases, negotiations of settlements, and subrogation actions.
- g. Job Displacement Benefits - Administrator shall determine if applicant is eligible for supplemental job displacement benefits and shall administer such benefits in accordance with all applicable statutes and regulations.
- h. Rehabilitation - The adjusting personnel shall advise the injured worker of his/her rehabilitation benefits in accordance with all applicable statutory authority.
- i. Excess Insurance - Potential excess cases shall be reported to the appropriate excess carrier in accordance with the carrier's reporting criteria.
- j. Penalties - The Administrator shall advise the City in writing of the assessment of any penalty for delayed payment and the reason thereof and the Administrator's plan for payment of such penalty within 5 days of assessment. The Administrator will be liable for all penalties except those that are the result of the City's sole negligence.

- k. Reserves - All claims shall be reserved to the probable ultimate cost. Reserves are to be reviewed regularly, but no less than every 90 days, with adjustments as necessary, as new or more complete information is known. Stair stepping of reserves is strictly prohibited. Initial reserves and reserve changes are to be clearly documented.
- l. Case Closure - All medical-only cases will be closed or transferred to an indemnity status by the ninetieth day following case make-up. All indemnity cases will be closed within 60 days of the final fiscal transaction with the exception of future medical awards.
- m. Telephone Inquiries - All telephone inquiries requiring return calls will be answered within one working day of the original inquiry. At a minimum, telephonic contact shall be made with each claimant on a monthly basis until claim closure.
- n. Incoming Correspondence - All correspondence received will have the date of receipt clearly stamped on the front side.
- o. Return Correspondence - All correspondence requiring a written answer will have such answer completed and transmitted within 5 days of receipt.
- p. Settlements - Administrator shall obtain the City's authorization on all settlements or stipulations. Administrator shall not enter into any stipulation or settlement involving liability of the City's excess insurer without the advance written consent of the Insurer. Administrator shall not have subrogation settlement authority unless specifically notified by the City.

D. INVESTIGATIVE SERVICES

Administrator agrees to coordinate external investigative services, including but not limited to:

1. Receipt and examination of all reports of accidents, incidents, claims or cases which are or may be the subject of claims.
2. The investigation of accidents, incidents, claims or cases where the Administrator's initial examination indicates such action is warranted. Said investigation to include on-site investigation, photographs, interviewing of witnesses, determination of losses, but not to include extraordinary investigative services outside the expertise of Administrator.

3. Undertaking special investigations at the direction of the City.
4. All investigative services, including selection of the firm to be used, require the City's prior authorization.

E. LEGAL SERVICES ADMINISTRATION

Administrator agrees to:

1. Consult with the City and all legal counsel involved as necessary to ensure that all facts and investigation results are available for use by the defense legal counsel.
2. Ensure that any attorneys working on claims are informed of all relevant facts so that the necessary subpoenas for records and/or witnesses are issued and depositions taken.
3. Review and consult with the City on proposed settlements and secure approval of the City before agreement of any settlement.
4. Assist attorneys in protecting the interests of the City, including but not limited to, the City's interests in third-party cases.
5. With prior approval from the City, refer cases to defense attorneys (designated by the City Attorney) only when the expertise of an attorney is required to resolve issues.
6. Review and document subrogation potential on all files. Administrator will accurately document and report loss history, costs, and expenses to support subrogation claims. Subrogation efforts on injuries wherein there is also property loss to the City shall be coordinated with the City and/or their liability program coordinator.

F. REPORTING TO THE CITY

Administrator agrees to provide the City with monthly reports utilizing a format submitted to the City by the Administrator and approved by the City.

1. Provide loss runs outlining all claims activity including medical and indemnity expenditure on not less than a monthly basis, with flexibility of cut-off-dates to meet the City's needs. Reports should, at a minimum, include the following data:

- a. Claimant's name, Department/Division of assignment, and occupation code (to be provided by the City).
 - b. Incurred medical and indemnity loss estimates.
 - c. Monthly medical, indemnity, and ALAE.
 - d. Cumulative medical and indemnity payments made to date.
 - e. Estimated remaining reserves on each claim.
 - f. Final cost on all closed files.
 - g. Designation of type of injury, part of body injured, and cause of injury of all reported illnesses and injuries.
 - h. Designation or identification of all litigated, rehabilitation, new and closed cases. Cases involving any financial activity during the reporting period will also be identified.
 - i. Summary of claims by department, division and City-wide.
 - j. Frequency and severity analysis by type, part of body and cause of injury, organized by department, division and bargaining unit.
 - k. Multiple Claims Report.
2. Prepare a separate monthly report organized by division/department which will outline the status of each new claim as being accepted, denied, or delayed for review by the City's health and welfare carrier. The report shall be updated with a change in claim status as appropriate.

3. Term.

The term of this Agreement shall commence on July 1, 2007, and shall continue in full force and effect until June 30, 2010.

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

EXHIBIT B
COMPENSATION

1. Administrator's Compensation.

A. Services: City agrees to pay Administrator for those services set forth in Exhibit A of this Agreement and for all authorized reimbursable expenses, as set forth below. City shall pay Administrator in equal monthly installments due by close of business, on the last business day of each month for the term of this Agreement, beginning the month that this Agreement is executed, through June 30, 2010, for the services to be provided upon satisfactory completion of the services and delivery of the work product.

Administrator shall notify City in writing no later than thirty (30) days prior to the estimated date when Administrator will have billed City the maximum payment amount permitted under this Agreement, and Administrator shall provide City with an estimate of the additional compensation required to complete the project.

Fiscal Year starts July 1st of each year

All-Inclusive Maximum Fee For Services		FY 2007-2008	FY 2008-2009	FY 2009-2010	Total Fees For 3 Years
1	Annual Client Services Fee	\$4,500	\$4,500	\$4,500	\$13,500
2	Annual Claims Administration Fee	\$240,000	\$252,000	\$264,000	\$756,000
3	Total	\$244,500	\$256,500	\$268,500	\$769,500

B. Additional Services:

1. Additional Services are those services related to the scope of Services of Administrator as set forth in Exhibit A but not anticipated at the time of execution of this Agreement. Additional Services shall be provided only when a Supplemental Agreement authorizing such Additional Services is approved by the City Manager, or his or her designee, in accordance with City's Supplemental Agreement procedures. City reserves the right to perform any Additional Services with its own staff or to retain other Administrators to perform said Additional Services.

2. Administrator's compensation for Additional Services shall be based on the total number of hours spent on Additional Services multiplied by the employees' appropriate billable hourly rate as established below. City, at its option, may negotiate a fixed fee for some or all Additional Services as the need arises. Where a fixed fee for Additional Services is established by mutual Agreement between City and Administrator, compensation to Administrator shall not exceed the fixed fee amount.

2. Appropriate Billable Hourly Rates for Services and Additional Services.

Administrator's billable hourly rates and service fees shall be:

Rate or Service	Hourly Billing Rate or Fee
Investigation Service	\$72.00 per hour
Overtime Rate	\$89.00 per hour
Double Time Rate	\$106.00 per hour
Secretarial	\$6.00 per page/form
Claim Set-up	\$25.00 per claim
Mileage	IRS mileage rate
Photocopies	\$0.25 per copy
Photographs	\$2.50 per photo
Audio Cassettes	\$3.00 per cassette
Video Cassettes	\$10.00 per cassette
Mobile Phone	\$0.25 per minute
Index Reports	At actual cost

3. Administrator's Reimbursable Expenses.

Reimbursable Expenses shall be limited to actual reasonable expenditures of Administrator for expenses that are necessary for the proper completion of the Services and shall only be payable if specifically authorized in advance by City.

4. Payments to Administrator.

A. Payments to Administrator shall be made within a reasonable time after receipt of Administrator's invoice, said payments to be made in proportion to services performed. Administrator may request payment on a monthly basis. Administrator shall be responsible for the cost of supplying all documentation necessary to verify the monthly billings to the satisfaction of City.

B. All invoices submitted by Administrator shall contain the following information:

1. Description of services billed under this invoice
2. Date of Invoice Issuance
3. Sequential Invoice Number
4. City's Purchase Order Number (if issued)
5. Social Security Number or Taxpayer Identification Number
6. Amount of this Invoice (Itemize all Reimbursable Expenses")
7. Total Billed to Date

C. Items shall be separated into Services and Reimbursable Expenses. Billings that do not conform to the format outlined above shall be returned to Administrator for correction. City shall not be responsible for delays in payment to Administrator resulting from Administrator's failure to comply with the invoice format described above.

D. Request for payment shall be sent to:

Robert V. Stout
Finance Director
555 Santa Clara Street
Vallejo, CA 94590

5. Accounting Records of Administrator.

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

hours upon twenty four (24) hours notice.

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

6. Taxes.

Administrator shall pay, when and as due, any and all taxes incurred as a result of Administrator's compensation hereunder, including estimated taxes, and shall provide City with proof of such payments upon request. Administrator hereby agrees to indemnify and defend City for any claims, losses, costs, fees, liabilities, damages or injuries suffered by City arising out of Administrator's breach of this section pursuant to the Indemnification provisions of this Agreement.

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

EXHIBIT C

INSURANCE REQUIREMENTS

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

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office form number GL 0002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/78) covering Automobile Liability, code 1 any auto and endorsement CA 0025.
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Professional Liability insurance appropriate to the Administrator's profession (Errors and Omission).

B. Minimum Limits of Insurance

Administrator shall maintain limits no less than:

1. General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation and Employer's Liability: \$1,000,000 per

accident for bodily injury or disease. If Administrator is not subject to California Workers' Compensation requirements, Administrator shall file a completed certificate of exemption form which may be obtained from the City prior to commencing any activity authorized hereunder.

4. Professional Liability (Errors and Omission): \$1,000,000 combined single limit per occurrence, and annual aggregate.

C. Deductible and Self-Insured Retention

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

D. Other Insurance Provisions

The general liability and automobile liability policies, as can be provided, are to contain, or be endorsed to contain, the following provisions:

1. The City of Vallejo, its officers, officials, employees, agents and volunteers are to be covered as additional insureds as respects; liability, including defense costs, arising out of activities performed by or on behalf of the Administrator; products and completed operations of the Administrator; premises owned, occupied or used by the Administrator; or automobiles owned, leased hired or borrowed by the Administrator. The coverage shall contain no special limitations on the scope of protection afforded to the City of Vallejo, its officers, officials, employees, agents or volunteers. The insurance is to be issued by companies licensed to do business in the State of California.
2. For any claims related to this project, the Administrator's insurance coverage shall be primary insurance as respects the City of Vallejo, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City of Vallejo, its officers, officials, employees, agents or volunteers shall be excess of the Administrator's insurance and shall not contribute with it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees, agents or volunteers.

4. The Administrator's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

The workers' compensation and employer's liability policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against City, its officers, officials, employees, agents and volunteers, which might arise by reason of payment under such policy in connection with Administrator's performance under this Agreement.

E. Acceptability of Insurers

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

F. Verification of Coverage

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

G. Subcontractors

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

H. Payment Withhold

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