



# AGENDA VALLEJO CITY COUNCIL JULY 10, 2007

MAYOR  
Anthony Intintoli, Jr.

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

City Hall  
555 Santa Clara Street  
Vallejo, CA 94590

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

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

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



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 the notice before or during consideration of that item. No other items may be discussed at this special 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 - None**
5. **PUBLIC COMMENT REGARDING CONSENT CALENDAR ITEMS**

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

6. CONSENT CALENDAR AND APPROVAL OF AGENDA

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

A. APPROVAL OF A LEASE BETWEEN CITY OF VALLEJO AND AREA AGENCY ON AGING – 400 CONTRA COSTA STREET

**PROPOSED ACTION:** Approve the resolution authorizing the City Manager to execute a lease between the City of Vallejo and the Area Agency on Aging and any amendments and other documents related to the lease that do not have a financial impact on the City.

B. APPROVAL OF A RESOLUTION AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE A PURCHASE AGREEMENT WITH MOTOROLA, INC. FOR THE ACQUISITION OF MOTOROLA NETRMS, FIELD BASED REPORTING; A LEASE-PURCHASE AGREEMENT WITH BAYSTONE FINANCIAL GROUP FOR THE SEVENTY-FIVE MOBILE COMPUTER TERMINALS; AND THE PURCHASE OF ASSOCIATED HARDWARE

In 2002, the City entered into a contract with Motorola, Inc., for the acquisition of integrated Police and Fire Computer Aided Dispatch, Records Management, and Field Based Reporting Systems. The dispatch element became operational in 2003, followed by records management in 2004. Field reporting was scheduled for implementation in 2005; however, prior to installation, Motorola began marketing a new field reporting product and announced that existing systems would not be upgraded or enhanced and that all support would terminate in approximately 2010. The Police Department suspended implementation of the field reporting element pending further discussions with Motorola and withheld payment of approximately \$200,000.

We have determined that Motorola's new field reporting product is superior to that originally proposed. Among other improvements, it includes the capability to transmit reports and images directly from mobile computer terminals in patrol cars to our Records Section, saving valuable staff time.

The Police Department has negotiated an agreement with Motorola to replace the existing Records Management System and install the newly designed Field Reporting System for \$211,544. Additional servers will be required to operate the new software. These servers will be purchased through the state contract at a cost of \$63,491.

Additionally, the Datalux Mobile Computer Terminals have exceeded their life expectancy and need replacement. They are out of warranty, they break down frequently, and we are no longer able to repair them. We have negotiated a three-year lease agreement with Baystone Financial Group for 75 Datalux Tracer 3 Mobile Computer Terminals at \$421,598 including tax and interest. The lease payments will be paid with State Law Enforcement Supplemental Grant Funds and Justice Assistance Grant Funds which are allocated annually and earmarked for public safety technology projects.

PROPOSED ACTION: Adopt the resolution approving the Purchase Agreement with Motorola, Inc. for the acquisition of Motorola NetRMS, Cruiser Field Based Reporting, the Lease-Purchase Agreement with Baystone Financial Group, and the purchase of associated hardware under the state contract.

- C. APPROVAL OF A RESOLUTION AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE A GRANT AWARD AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL TARGETING THE REDUCTION OF ALCOHOL RELATED CRIMES ASSOCIATED WITH PROBLEMATIC ALCOHOLIC BEVERAGE OUTLETS

Vallejo has an on-going problem with alcohol related crimes. A number of the 185 alcoholic beverage outlets in the city generate excessive calls for police service, require an inordinate amount of police resources, and produce numerous community complaints. Problems associated with these outlets include public drunkenness, drunk driving, assaults, excessive noise, and the sale of alcohol to minors as well as drug trafficking and other criminal activities. Furthermore, the City of Vallejo has a serious problem with alcohol related traffic offenses. The Office of Traffic Safety released statistics that rank Vallejo 12<sup>th</sup> out of 50 similar cities for alcohol related collisions.

The Department of Alcoholic Beverage Control has awarded the Vallejo Police Department a grant in the amount of \$125,000 to address alcohol related issues. These funds will be used to assign a police officer and community prosecutor the task of identifying issues related to the alcoholic beverage outlets in the city, devise strategies to address the problems, and to enforce the city ordinances and alcohol statutes.

PROPOSED ACTION: Adopt the resolution authorizing the City Manager or his designee to execute the proposed agreement between the Vallejo Police Department and the California Department of Alcoholic Beverage Control.

- D. APPROVAL OF THREE RESOLUTIONS APPROVING GRAHAM GARDENS SUBDIVISION

PROPOSED ACTION: Staff recommends adoption of three resolutions: 1) approving the Final Map; 2) approving the Plans and Specifications; and 3) authorizing the City Manager to sign a Subdivision Improvement Agreement and an Encroachment Agreement with Vallejo Neighborhood Housing Services, Inc., Non-Profit Public Benefit Corporation, a California Corporation.

- E. APPROVAL OF A RESOLUTION AMENDING THE CLASSIFICATION PLAN AND OTHER ACTIONS REGARDING THE CREATION OF A HUMAN RESOURCES SPECIALIST AND AUTHORIZING THE CITY MANAGER TO SIGN A SUPPLEMENTAL AGREEMENT WITH THE CITY OF VALLEJO AND THE CONFIDENTIAL, ADMINISTRATIVE, MANAGERIAL, AND PROFESSIONAL ASSOCIATION OF VALLEJO TO PLACE THE CLASSIFICATION INTO THE BARGAINING UNIT IN ACCORDANCE WITH ARTICLE VIII, SECTION 801 OF THE CITY CHARTER.

On April 9, 2007, the Civil Service Commission approved the classification of Human Resources Specialist and exempted the classification from Civil Service. The City Council's concurrence with this exemption is required in order to implement this classification. The City Council must also approve inclusion of this classification in the appropriate bargaining unit and adopt a salary range for the position. City and CAMP representatives have met and approved the addition of the Human Resources Specialist classification to salary range 135.

PROPOSED ACTION: Adopt a resolution concurring with the Civil Service Commission's action of exempting the Human Resources Specialist from Civil Service and authorizing the City Manager to sign a Supplemental Agreement with the Confidential, Administrative, Managerial, and Professional Association of Vallejo (CAMP) that adds the Human Resources Specialist classification to salary range 135.

- F. RESOLUTION INITIATING PROCEEDINGS FOR THE LEVY AND COLLECTION OF ASSESSMENTS, PRELIMINARY APPROVAL OF ENGINEER'S REPORT, DECLARATION OF INTENTION FOR THE LEVY AND COLLECTION OF ASSESSMENT FOR THE HIDDENBROOKE MAINTENANCE DISTRICT AND SETTING THE FISCAL YEAR 2007/2008 PUBLIC HEARING FOR JULY 24, 2007

This resolution formally starts the process for establishing the Fiscal Year (FY) 2007/2008 assessment for the Hiddenbrooke Maintenance District (HMD). 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.

PROPOSED ACTION: Adopt the resolution initiating proceedings for the levy and collection of assessments, preliminarily approving the Engineer's Report, declaration of intention for the levy and collection of assessments for the HMD and setting the FY 2007/2008 Public Hearing for July 24, 2007.

## 7. PUBLIC HEARINGS

- A. CONSIDERATION OF RESOLUTIONS COLLECTIVELY REFERRED TO AS "MARE ISLAND SPECIFIC PLAN AMENDMENT II" (SPA II) AS FOLLOWS: 1) APPROVAL OF A RESOLUTION APPROVING THE ADDENDUM TO THE FINAL SUBSEQUENT ENVIRONMENTAL IMPACT REPORT FOR THE 2005 MARE ISLAND SPECIFIC PLAN AND AMENDING THE 2005 MARE ISLAND SPECIFIC PLAN; 2) APPROVAL OF A RESOLUTION HOLDING ON FIRST READING AN ORDINANCE AMENDING CHAPTER 16.38 OF THE VALLEJO MUNICIPAL CODE; AND 3) APPROVAL OF A RESOLUTION HOLDING ON FIRST READING AN ORDINANCE ADOPTING THE MARE ISLAND SPECIFIC PLAN, AS AMENDED, AS THE MARE ISLAND PLANNED DEVELOPMENT MASTER PLAN.

PROPOSED ACTION: Staff recommends that the City Council: (1) Approve the Resolution approving the Addendum to the Final Subsequent Environmental Impact Report for the 2005 Specific Plan and approving an Amendment to the



2005 Specific Plan (SP #98-01C), (2) Approve the Resolution approving the Amendment to Chapter 16.38 of the Vallejo Municipal Code regarding the Mare Island Amendment (CTA #06-0006) holding an Ordinance on first reading; and (3) Approve the Resolution adopting an Ordinance adopting the Mare Island Specific Plan, as amended, as the Mare Island Master Plan holding an Ordinance on first reading.

B. CONSIDERATION OF A RESOLUTION APPROVING THE PUBLIC HEALTH GOAL REPORT 2007

Staff has prepared a Public Health Goal report as required under state law. A public hearing must be held to accept and respond to public comment on the report which compares Vallejo's drinking water quality with public health goals adopted by California EPA's Office of Environmental Health Hazard Assessment and with maximum contaminant level goals set by the United States Environmental Protection Agency (USEPA). The City of Vallejo's water complies with all state and federal drinking water standards and maximum contaminant levels (MCLs) set to protect public health.

PROPOSED ACTION: Staff recommends adopting the resolution approving the Public Health Goal Report 2007.

8. POLICY ITEMS - None

9. ADMINISTRATIVE ITEMS

A. CONSIDERATION OF RESOLUTION TO NEGOTIATE EXCLUSIVELY FOR THE MARE ISLAND WETLANDS MITIGATION PROGRAM

There are over 3,700 acres of submerged lands, wetland, endangered species habitat and former dredge ponds on Mare Island. The City and Weston Solutions, Inc. staffs have been researching the utilization of all or a portion of the Mare Island's wetlands for a Wetlands Mitigation Program. An Agreement to Negotiate Exclusively has been negotiated between the City and Weston Solutions to allow the parties to further review this concept with stakeholders (e.g. Mare Island residents, developers) and assess the financial feasibility of the program.

PROPOSED ACTION: Approve the attached resolution authorizing the City Manager to execute an Agreement to Negotiate Exclusively for the Mare Island Wetlands Mitigation Program between the City of Vallejo and Weston Solutions in substantially the same form as the attached agreement, authorizing the City Manager to execute amendments that do not modify the financial impact of the agreement on the City or the intent of the agreement, with any changes in a form approved by the City Attorney.

B. CONSIDERATION OF A RESOLUTION OF INTENTION DIRECTING STAFF TO WORK WITH THE GREATER VALLEJO RECREATION DISTRICT (GVRD) TO UPDATE CHAPTER 3.18 OF THE VALLEJO MUNICIPAL CODE, LAND DEDICATION AND FEES FOR PARK AND RECREATION PURPOSES, AND TO UPDATE THE CURRENT FEE SCHEDULE

In 2005, the GVRD initiated the updating of their Park and Recreation Master Plan. During the preparation of the Master Plan, GVRD staff discovered that the existing park dedication fee authorized by Chapter 3.18 of the Vallejo Municipal Code (VMC) was not creating revenue sufficient to acquire land at current land prices. GVRD hired the firm of Government Financial Strategies, Inc. to evaluate the adequacy of the current fee. The study concludes that the cost of purchasing and improving parkland significantly exceeds revenues from the current fee. GVRD staff have requested that City staff facilitate a request to City Council to consider an impact fee adjustment. The City Attorney has determined that the Land Dedication and Fees for Park and Recreation Purposes ordinance needs additional amendments to address other issues including ordinance applicability, legal authority, use and disbursement of funds, and conformance with the general plan.

GVRD has agreed to reimburse the City to have the law firm of McDonough, Holland & Allen work with the City Attorney's office to draft the necessary updates to the text of Chapter 3.18.

PROPOSED ACTION: Approve a resolution of intention directing staff to work with GVRD to prepare an amendment to Chapter 3.18 of the VMC, Land Dedication and Fees for Park and Recreational Purposes, to update the fee schedule and other language as advised by the City Attorney.

C. CONSIDERATION OF A RESOLUTION ACCEPTING THE RIDGECREST QUARTERLY REPORT

Pursuant to the settlement agreement in *Ridgecrest Homeowners Association v. City of Vallejo*, it was agreed that the City General Fund would reimburse the LMD program for inspection services provided to non-LMD areas of the City.

Outside inspection services provided by employees of the LMD program are normally associated with new development of neighborhoods that are located within an established LMD. Eventually the neighborhood will fall under the LMD program. However, until the neighborhood is accepted and LMD assessments can be collected, it is appropriate to charge an inspection cost for these "outside" activities and reimburse the LMD program. A developer fee is collected to pay for costs associated with the development prior to final acceptance, which would include costs for LMD inspectors' services. Also, periodically an emergency will require that an LMD inspector fill in temporarily for a non-LMD employee.

When time is spent on non-LMD services, it has been agreed that the appropriate fund will be charged and the LMD program account will be reimbursed. The Public Works Department maintains project-based time sheets for all non-management employees including LMD inspectors. On a quarterly basis, non-LMD costs are tabulated and reimbursed using a Public Works/Engineering account which was set up as part of the annual budget process.

PROPOSED ACTION: Adopt a resolution which accepts the report documenting the reimbursement to the Landscape Maintenance District Program for the period

of January 1, 2007 through March 31, 2007, for landscape inspection services provided by the LMD program in the amount of \$8,188.23 which has been transferred from the General Fund into the Landscape Maintenance Fund.

**10. APPOINTMENTS TO BOARDS, COMMISSIONS, AND COMMITTEES - NONE**

**11. WRITTEN COMMUNICATIONS**

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

**12. CITY MANAGER'S REPORT**

**13. CITY ATTORNEY'S REPORT**

**14. COMMUNITY FORUM**

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

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

**16. CLOSED SESSION:** *May recess to consider matters of pending litigation (GC 54956.9), personnel (GC 54957), labor relations (GC 54957.6), and real property negotiations (GC 54956.8). Records are not available for public inspection.*

**17. ADJOURNMENT**

**COUNCIL COMMUNICATION**

Date: July 10, 2007

TO: Mayor and Members of the City Council

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

SUBJECT: APPROVAL OF LEASE BETWEEN THE CITY OF VALLEJO AND AREA AGENCY ON AGING OF THE CITY-OWNED PROPERTY AT 400 CONTRA COSTA STREET

**BACKGROUND & DISCUSSION**

The City ground leased 400 Contra Costa Street to the Boy Scouts of America (BSA) for a regional headquarters in the late 1950's. Improvements were funded and constructed by BSA in about 1960; since 1960, the property has been used for administrative and organizational purposes. The rent was \$1.00 per year throughout the initial term of 30 years and for three, five year option periods. After the initial lease term, the improvements reverted to the City and BSA continued as the tenant until December of 2006 when the BSA surrendered the premises. The location, size and capital improvement costs make it unusable for City purposes. The property is deteriorating without a tenant and requires on-going maintenance.

In April 2007 staff issued a public notice and distributed a Request for Proposals (RFP) to businesses, local organizations, non-profits and government entities. The RFP process attracted three proposals. The RFP responses were from: the Imani Fellowship Church, Aspire2 Achieve (educational programs) and the Area Agency on Aging (senior programs). A staff panel (consisting of a Senior Planner, Consumer Service Specialist and the City's Asset Manager) evaluated the three proposals using the criteria in the RFP to select the preferred proposal. The panel selected Area Agency on Aging as the preferred developer. The Area Agency on Aging proposes to invest more than \$70,000 in the property and relocate its regional headquarters from Marina Tower to the site.

Staff and Area Agency on Aging have negotiated the following lease terms:

- Lease 3,000 square feet of office space
- Initial Lease Term: Three Years (3)
- Rental Rate: \$3,000 per month/ \$36,000 annually on a triple net basis (NNN)
- Rent escalation: Consumer Price Index (CPI) increase annually with a 3.5% annual cap
- Options to extend term of lease: Two (2) One (1) Year options to extend with 6 month advanced notification to the City. Options subject to CPI increase.
- Credit for Tenant Improvements: 7 months rent spread over first 12 months.
- Termination Clause: Either party may terminate with 90 days notice

- Insurance & Indemnity: Pursuant to City requirements
- First Right of Negotiation if the City determines that it desires to sell the property (not an option to purchase)

### FISCAL IMPACT

The tenant would pay an estimated market rate rent of \$12 per square foot annually or a total of \$36,000 annually, subject to an annual Consumer Price Index (CPI) adjustment. The first year's rent will contain a reduction in rent equal to 7 months of rent payments as the City's contribution towards the tenant's major tenant improvements. The off-set also includes a \$3,000 broker's advisory fee. This is a one time amount totaling \$21,000. All property expenses will be the responsibility of the tenant. The Area Agency on Aging is a credit tenant that has a demonstrated their financial capacity to make improvements to the space and pay rent and operating expenses. The fiscal impact over the initial term is roughly \$160,000 including the proposed capital improvements.

### RECOMMENDATION

Authorize the City Manager to execute a lease between the City of Vallejo and the Area Agency on Aging, and any amendments and other documents related to the lease that do not have a financial impact on the City.

### ALTERNATIVES CONSIDERED

City staff has explored the feasibility of using 400 Contra Costa for municipal uses such as police and fire, maintenance operations or community housing but the location size and cost to upgrade the building makes this option cost prohibitive. Staff also contacted GVRD and the County; both agencies declined to lease the building.

### ENVIRONMENTAL REVIEW

The adoption of the resolution approving the lease is exempt from the California Environmental Quality Act pursuant to Section 15301 of Title 14 of the California Code of Regulations as it involves an existing facility with no expansion of use.

### PROPOSED ACTION

Approve the resolution authorizing the City Manager to execute a lease between the City of Vallejo and the Area Agency on Aging, and any amendments and other documents related to the lease that do not have a financial impact on the City.

DOCUMENTS AVAILABLE FOR REVIEW

Attachment A - Resolution

Attachment B - Lease

CONTACT: Steve England, Real Property and Asset Manager  
707-649-4848, [sengland@ci.vallejo.ca.us](mailto:sengland@ci.vallejo.ca.us)

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

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# ATTACHMENT A

Resolution No. \_\_\_\_\_ N.C.

## LEASE BETWEEN THE CITY OF VALLEJO AND AREA AGENCY ON AGING OF NAPA AND SOLANO COUNTIES FOR 400 CONTRA COSTA STREET

BE IT RESOLVED BY THE City Council of the City of Vallejo as follows:

WHEREAS, the City of Vallejo ("City") owns the real property located at 400 Contra Costa Street (APN #0057146110) in the City of Vallejo, California ("Premises"); and

WHEREAS, the City desires to enter into a lease with Area Agency on Aging of Napa and Solano Counties for this property; and

WHEREAS, upon execution, the tenant will improve the subject premises, consistent with City standards; and

WHEREAS, staff has determined that the lease and associated tenant improvements are exempt from the California Environmental Quality Act pursuant to Section 15301 of Title 14 of the California Code of Regulations as it involves an existing facility with no expansion of use.

NOW, THEREFORE, BE IT FOUND AND DETERMINED by the City Council of the City of Vallejo that the approval of the lease with Area Agency on Aging is exempt from the California Environmental Quality Act pursuant to Section 15301 of Title 14 of the California Code of Regulations as it involves an existing facility with no expansion of use.

NOW, THEREFORE, BE IT RESOLVED that the City Council authorizes the City Manager to execute a lease with Area Agency on Aging and take further actions, including amendments and execution of any documents determined to be necessary to carry out the execution and administration of the lease, subject to the approval as to form of the City Attorney.

# **ATTACHMENT B**

**By and Between**

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

**and**

**AREA AGENCY ON AGING SERVING NAPA and SOLANO**  
a California non-profit public benefit corporation  
**("Tenant")**

**Dated: June 29, 2007**



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**EXHIBITS**

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

NNN LEASE

**BASIC LEASE INFORMATION**

1. **Landlord:** City of Vallejo, a California municipal corporation  
555 Santa Clara Street  
Vallejo, CA 94590  
Attn: Community Development Director  
Telephone: (707) 648-4444  
Facsimile: (707) 648-4499
  
2. **Tenant:** Area Agency on Aging Napa and Solano  
P.O. Box 3069  
Vallejo, CA 94590  
Phone: 707-644-6612  
Facsimile: 707-644-7905
  
3. **Effective Date:** June 29, 2007
  
4. **Options:** 2 – 1 year option periods exercised 6 months prior to the term of the lease.
  
5. **Premises:** Approximately 3,000 rentable square feet comprising the entirety of the building commonly known and referred to as 400 Contra Costa Street, Vallejo, California 94590 (the "Premises").
  
6. **Permitted Uses:** General Office and ancillary office use, subject to any applicable or required approvals from the City of Vallejo.
  
7. **Initial Term:** Three ( 3 ) year(s), commencing as of June 29, 2007 ("Commencement Date"), subject to annual CPI increase capped at 3.5%.
  
8. **Base Rent:** \$1.00 per square foot per month/ \$12.00 per square foot per year.
  
9. **Tenant Off-Sets:** Seven months equivalent rent credit over first 12 months by Landlord for tenant improvements and fixed broker's fee.
  
10. **Security Deposit:** \$3,000.00
  
11. **Property Sale:** Landlord grants a one time "first right of negotiation" if the City elects to dispose of the Premises.
  
12. **Brokers Fee:** Landlord to give \$3,000.00 off set for fixed broker's fee, which is included in the tenant off-set stated above.

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

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

TENANT'S INITIALS JM

## NNN LEASE

### (STAND-ALONE BUILDING)

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

#### 1. PREMISES.

1.1. Premises. Landlord is the owner of the land parcel(s) on which the Premises are located (the "**Property**"). A legal description of the Property is attached hereto and incorporated by reference as Exhibit A-1. Landlord hereby leases to Tenant, and Tenant leases from Landlord, the Premises together with Tenant Improvements (defined below), if any. A drawing depicting the general location and layout of the demised Premises is attached hereto and incorporated by reference as Exhibit A-2. Any improvements or alterations existing in the Premises, or otherwise constructed by Tenant or on Tenant's behalf therein (whether under this Lease, or any prior lease or sublease) are referred to in this Lease as "**Tenant Improvements.**" Tenant is familiar with the existing condition of the Property, Premises, and any Tenant Improvements, and acknowledges that Landlord has made no representation or warranty regarding the condition of the Tenant Improvements, Premises, Property, or any portion thereof, except as specifically stated in this Lease. Notwithstanding the foregoing, Landlord will not be obligated to deliver possession of the Premises to Tenant (but Tenant will be liable for rent if Landlord can otherwise deliver the Premises to Tenant) until the City Council of Landlord has approved the Lease and Landlord has received from Tenant all of the following: (i) a copy of this Lease fully executed by Tenant and the guaranty of Tenant's obligations under this Lease, if any, executed by the Guarantor(s) in the form attached hereto and incorporated by reference as Exhibit C ("**Guaranty**"); (ii) the Security Deposit and the first installment of Monthly Basic Rent and Additional Rent; and (iii) copies of policies of insurance or certificates thereof as required under this Lease.

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

2. **TERM.**

2.1. **Term; Commencement Date.** The "**Initial Term**" of this Lease shall be as set forth in Section 7 of the Basic Lease Information and shall commence as of the Commencement Date set forth in Section 7 of the Basic Lease Information. The Initial Term together with any Renewal Term(s), if any, are collectively referred to herein as the "**Term.**"

3. **RENT; SECURITY DEPOSIT**

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

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

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

3.2. **Additional Rent.** In addition to paying the Base Rent, Tenant shall pay as "**Additional Rent**" any Taxes as provided in Section 5, costs of Landlord's Insurance as

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

3.3. Security Deposit. The cash sum specified under Section 10 of the Basic Lease Information, if any, shall be deposited with Landlord concurrently with Tenant's execution of this Lease ("**Security Deposit**"). Landlord shall hold the Security Deposit as security for the performance of Tenant's obligations under this Lease. Tenant is not entitled to any interest on the Security Deposit and Landlord shall not be liable therefore. If Tenant defaults on any provision of this Lease, Landlord may, at its election and without prejudice to any remedy it has under this Lease or by operation of Law, apply all or part of the Security Deposit to: (i) Rent or other sum in default; (ii) any amount that Landlord may spend or become obligated to spend in exercising Landlord's rights under this Lease; (iii) unamortized costs of improvements paid for by Landlord, if any; (iv) unamortized costs of brokerage commissions; or (v) any expense, loss or damage that Landlord may suffer because of Tenant's default. Tenant waives the provisions of California Civil Code section 1950.7, and all Laws in force or that become in force after the date of execution of this Lease, that provide that Landlord may claim from a security deposit only those sums reasonably necessary to remedy defaults in the payment of Rent, to repair damage caused by Tenant, or to clean the Premises. Landlord may, in addition, claim those sums reasonably necessary to compensate Landlord for any other foreseeable or unforeseeable loss or damage caused by the act or omission of Tenant, or of Tenant's officers, agents, employees, independent contractors, invitees, customers, licensees, assignees or subtenants (individually and collectively, "**Tenant's Parties**").

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

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

4. **UTILITIES.**

4.1. **Tenant Utility and Service Costs.** Tenant, at Tenant's sole cost and expense, shall be responsible and directly contract and pay for any and all utilities and services required or desired by Tenant in connection with its use or occupancy of the Premises, including: (i) heat and air conditioning; (ii) water; (iii) elevator or lift service, if any; (iv) electricity; (v) telephone, computer, communications; (vi) trash pick-up; and (vii) any other materials, services, or utilities (individually and collectively, the "Services").

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

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

4.4. **Exculpation of Liability.** Landlord is not obligated to furnish any security patrol or any other Services to Tenant, and shall not be liable for any loss or damage suffered by Tenant or others, by reason of Landlord's failure to furnish or election to discontinue providing any security patrol or any of the Services. Landlord makes no representation with respect to the presence, adequacy or fitness of the heating, air conditioning or ventilation equipment on or about the Premises to maintain temperatures which may be required for, or because of, any equipment of Tenant. The exculpation of liability under this Section 4.4 shall not apply to the extent claims are caused by Landlord's sole or active negligence or willful misconduct.

5. **TAXES.**

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

5.2. **Property Taxes.** Although no Property Taxes are currently assessed, in the event they are assessed, whether due to a change in ownership or otherwise, Tenant shall pay such Property Taxes pursuant to Section 5.5. "Property Taxes" means and includes all of the following: all real property taxes, public infrastructure improvement assessments or any other assessments, levies, fees, exactions or charges, general and special, ordinary and



extraordinary, unforeseen as well as foreseen (including fees "in lieu" of any such tax or assessment) which are assessed, levied, charged, conferred or imposed by any public authority upon the Property) or its operations, together with all taxes, assessments or other fees imposed by any public authority upon or measured by any Rent or other charges payable hereunder, including any gross receipts tax or excise tax levied by any governmental authority with respect to receipt of rental income, or upon, with respect to or by reason of the development, possession, leasing, operation, management, maintenance, alteration, repair, use or occupancy by Tenant of the Premises or any portion thereof, together with any tax imposed in substitution, partially or totally, of any tax previously included within the aforesaid definition or any additional tax the nature of which was previously included within the aforesaid definition. Nothing contained in this Lease shall require Tenant to pay any franchise, corporate, estate or inheritance tax of Landlord, or any income, profits or revenue tax or charge upon the net income of Landlord. Landlord shall deliver to Tenant copies of the assessment and tax bill from the applicable taxing authority.

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

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

5.5. Payment of Taxes. Tenant shall pay all Taxes prior to delinquency. To the extent any such taxes are not separately assessed or billed to Tenant by the taxing authority, Landlord shall deliver to Tenant copies of the assessment and tax bill. Tenant shall pay such amount directly to the taxing authority no later than ten (10) business days prior to the date on which such Taxes are due. Should Tenant fail to pay its Taxes, Landlord may elect to do so on Tenant's behalf within five (5) days of Landlord's demand therefor. Tenant shall reimburse Landlord for such Taxes and any penalties and fines, together with interest at the Applicable Interest Rate, from the date Landlord tendered payment.

5.6. Non-Profit Status: Nothing contained herein shall be construed as Tenant waiving its rights to the tax exemption status as a Non-Profit entity.

## 6. INSURANCE.

6.1. Landlord. Landlord may elect to self-insure, jointly-insure, or maintain insurance or an insurance equivalent (including, but not limited to, that offered to a municipality through and by a joint powers authority, a self insurance pool of liability coverage authorized pursuant to California Government Code Section 6500, or similar collective) insuring the Premises (excluding Tenant's Property and any Tenant Improvements) on an occurrence basis against

fire and extended coverage (including, if Landlord elects, "all risk" coverage, earthquake/volcanic action, flood and/or surface water insurance) similar in type and coverage limits to that carried by Landlord on its other properties. At Landlord's option, such insurance or insurance equivalent may be carried under any blanket or umbrella policies or other insurance or insurance equivalent which Landlord has in force for other buildings or projects. Landlord may also carry such other insurance as Landlord may deem prudent or advisable, in such amounts and on such terms as Landlord shall determine. All such insurance or insurance equivalent maintained by Landlord pursuant to this Section 6.1 is referred to herein as "**Landlord's Insurance.**" Landlord's Insurance shall not, under any circumstances, include Tenant's Property, any Tenant Improvements, or other items required to be covered by Tenant's Insurance.

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

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

6.2.2 Automobile Liability Insurance. Comprehensive automobile liability insurance having a combined single limit of not less than Two Million Dollars (\$1,000,000) per occurrence and insuring Tenant against liability for claims arising out of the ownership, maintenance, or use of any owned, hired, or non-owned automobiles.

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

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

6.2.5 Other Insurance. Any other form or forms of insurance as Landlord or the mortgagees of Landlord may reasonably require from time to time, in form, amounts and for

insurance risks against which a prudent tenant would protect itself, but only to the extent such risks and amounts are available in the insurance market at commercially reasonable costs.

### 6.3. General.

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

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

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

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

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

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

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

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

## 7. INDEMNITY; LIABILITY EXEMPTION.

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

7.2. Exemption of Landlord from Liability. Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damage to property including, but not limited to, Tenant's Property and any Tenant Improvements, and injury to or death of persons in, upon or about the Premises or the Property arising from any cause, and Tenant hereby waives all claims in respect thereof against Landlord, except to the extent such claims are caused by Landlord's sole or active negligence or willful misconduct. Tenant hereby agrees that Landlord shall not be liable for injury to Tenant's business or any loss of income therefrom or for damage to the property of Tenant, or injury to or death of Tenant, Tenant's Parties or any other person in or about the Premises or the Property, whether such damage or injury is caused by fire, steam, electricity, gas, water or rain, or from the breakage, leakage or other defects of sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures, or from any other cause, whether said damage or injury results from conditions arising within or about the Premises or the Property or from other sources or places, and regardless of whether the cause of such damage or injury or the means of repairing the same is inaccessible to Tenant, except damage or injury caused solely by Landlord's sole or active negligence or willful misconduct. Landlord shall not be liable for any damages arising from any act or neglect of any other tenant or occupant, if any, of the Premises or the Property or Landlord's failure to enforce the terms of any agreements with parties other than Tenant.

## 8. REPAIRS AND MAINTENANCE.

8.1. Landlord's Obligations. The Premises are being leased to Tenant in their current, existing, "AS-IS" condition. It is specifically understood and agreed that Landlord has no obligation and has made no promises to alter, remodel, improve, decorate or paint the Premises, construct or install any Tenant Improvements, or otherwise alter or improve the Premises, Property, or any portion thereof. Tenant is familiar with the existing condition of the Property, Premises, and any Tenant Improvements, and acknowledges that Landlord has made no representation or warranty regarding the condition of any Tenant Improvements, the Premises, the Property, or any portion thereof. If Landlord in its sole discretion elects to undertake repairs and maintenance of the Premises, the Property, or any portion thereof, then Tenant shall pay as Additional Rent, Landlord's reasonable determination of Tenant's share thereof based on Landlord's actual costs paid or incurred in connection therewith.

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

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

## 9. ALTERATIONS.

9.1. Trade Fixtures; Alterations. Subject to the conditions and requirements of this Section 9, Tenant may install necessary trade fixtures, equipment and furniture in the Premises, provided that such items are installed and are removable without structural or material damage to the Premises or any Tenant Improvements. For purposes of this Lease, "trade fixtures" means specialty fixtures or equipment used in Tenant's trade or business as identified by Tenant and agreed to by Landlord in writing. Tenant shall not construct, or allow to be constructed, any alterations, physical additions, or improvements in, about, or to the Premises without the prior written consent of Landlord, which consent may be granted or denied in Landlord's sole discretion. If Landlord approves proposed alterations, additions or improvements, Landlord's consent may be conditioned upon Tenant's establishing compliance with Laws and with Landlord's reasonable requirements regarding selection of contractors and

construction of improvements and alterations. Should Tenant make any alterations, additions, improvements without the prior written consent of Landlord, Landlord may, at any time during the Term of this Lease, require Tenant to remove any or all of the same and restore the Premises to their prior condition, at Tenant's sole cost and expense. All alterations, additions or improvements shall be done by licensed California contractors experienced in their trade and craft and Tenant's contractor shall comply with the insurance requirements contained in Section 6 of this Lease prior to commencing any improvement, alteration, addition to the Premises.

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

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

9.4. Damage; Removal. Tenant shall repair all damage to the Premises, Property and any portions thereof caused by the installation or removal of Tenant's trade fixtures or other work performed by or on behalf of Tenant. Upon the expiration or other termination of this Lease, Tenant shall remove Tenant's trade fixtures and other improvements, alterations and additions and restore the Premises to their condition existing prior to the construction or installation of any such items and perform any closure work, investigation and environmental remedial work required by the presence or suspected presence of any Hazardous Materials Laws (as hereinafter defined) or by any other applicable Laws; provided, however, Landlord may require, upon written notice to Tenant no less than fifteen (15) days before the expiration or earlier termination of the Term, any such items (except trade fixtures) designated by Landlord to remain on the Premises, in which event they shall be and become the property of Landlord upon the expiration or other termination of this Lease. All such removals and restoration shall be accomplished in a good and workmanlike manner so as not to cause any damage to the Premises or the Property whatsoever and in strict accordance with all applicable Laws.

9.5. Liens. Tenant shall promptly pay and discharge all claims for labor performed, supplies furnished and services rendered at the request of Tenant and shall keep the Premises and Property and all portions thereof free of all mechanics' and materialmen's liens in connection therewith. Tenant shall provide at least ten (10) business days' prior written notice to Landlord before any labor is performed, supplies furnished or services rendered on or at the Premises and Landlord shall have the right to post on the Premises notices of non-responsibility. If any lien is filed, Tenant shall cause such lien to be released and removed within ten (10) days after the date of filing, and if Tenant fails to do so, Landlord may take



such action as may be necessary to remove such lien, without the duty to investigate the validity of it, and Tenant shall pay Landlord such amounts expended by Landlord together with interest thereon, at the Applicable Interest Rate, from the date of expenditure.

9.6. Bonds. Landlord may require Tenant to provide Landlord, at the Tenant's sole cost and expense, lien, performance, and payment completion bonds in an amount equal to one and one-half times the estimated cost of any alterations, additions, or improvements to insure Landlord, the Premises and the Property against any liability for mechanic's and materialmen's liens, and to ensure completion of the work and payment of any contractors or subcontractors when the work to be performed exceeds twenty five percent (25%) of the replacement value of the Premises.

## 10. USE.

10.1. Usage. The Premises shall be used only for the permitted uses set forth in Section 5 of the Basic Lease Information and for no other purpose without the prior written consent of Landlord. Tenant acknowledges that neither Landlord nor any of Landlord's agents has made any representation or warranty with regard to the Premises, any Tenant Improvements, or the Property with respect to their suitability for the conduct of Tenant's business. Tenant's execution of this Lease and entry of the Premises hereunder shall conclusively establish that the foregoing were at such time in satisfactory condition. Tenant, at Tenant's expense, shall comply with all applicable Hazardous Materials Laws, statutes, laws, codes, rules, orders, zoning, ordinances, directions, regulations, permits, or other requirements of federal, state, county, municipal, or other governmental authorities having jurisdiction, now in force or which may hereafter be in force (individually, "Law," and collectively, "Laws"), which shall impose any duty upon Landlord or Tenant with respect to the use, occupancy, or alteration of the Premises. Tenant shall be responsible for obtaining any permit or business license required by any governmental agency permitting Tenant's use of the Premises. Landlord makes no representation concerning the availability of any permits or approvals required or permitted under this Lease. Tenant shall comply with the rules and regulations including observance of prohibited uses ("Rules") attached hereto as Exhibit B and incorporated by reference, together with such reasonable additional rules and regulations as Landlord may from time to time prescribe. Tenant shall not commit waste; overload the floors or structure of the Premises; permit any unreasonable odors, smoke, dust, gas, substances, noise, or vibrations to emanate from the Premises that are offensive or objectionable to Landlord or other tenants or occupants of the Property; take any action which would constitute a nuisance or would disturb, obstruct, or endanger Landlord or other tenants or occupants of the Property; take any action which would abrogate any warranties; or use or allow the Premises to be used for any unlawful purpose; and shall cooperate with Landlord and Landlord's agents to prevent those actions. Landlord shall not be responsible for non-compliance by any other tenant or occupant with, or Landlord's failure to enforce, any of the Rules or any other terms or provisions of such tenant's or occupant's lease.

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

shall keep the Premises adequately staffed and, if appropriate, shall maintain adequate merchandise consistent with the permitted uses. Tenant acknowledges that continuous operation is necessary for the development of business, image and traffic and that Tenant's failure to open or remain open will be detrimental to both the image and the economics of the Premises and this Lease. Landlord shall have and may exercise remedies as provided in this Lease, at law, or in equity if Tenant breaches this operating covenant.

## 11. ENVIRONMENTAL MATTERS.

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

11.2. Tenant's Indemnification. Except to the extent caused by Landlord's sole or active negligence or willful misconduct, Tenant shall indemnify, defend and hold Landlord



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

## 12. DAMAGE AND DESTRUCTION.

12.1. Casualty. If, during the Term, the Premises are totally or partially destroyed from any cause rendering the Premises totally or partially inaccessible or unusable (the "Casualty"), then Landlord shall have the right at Landlord's option to give written notice to Tenant within thirty (30) days after the date of the occurrence of such damage of Landlord's intention to either (i) repair such damage as soon as reasonably possible at Landlord's expense, or (ii) terminate this Lease as of the date of the occurrence of such damage. If Landlord elects to repair the damage, and if the cost of such repairs does not exceed the amount of insurance proceeds received by Landlord from Landlord's Insurance pursuant to Section 6 above, on account of such damage, and if the restoration can be made under then existing Laws and can be completed within one hundred eighty (180) days after obtaining all necessary permits therefore, then Landlord shall restore the Premises (excluding Tenant's Property and any Tenant Improvements) to substantially the same condition as they were in immediately before destruction. If the restoration cannot be so made, then within fifteen (15) days after Landlord determines that the restoration cannot be made as stated in this Section 12.1, Tenant can terminate this Lease immediately by giving written notice to Landlord. If the existing Laws do not permit the restoration, either party can terminate this Lease by giving thirty (30) days prior written notice to the other party. In case of destruction, there shall be an abatement or reduction of Rent, between the date of destruction and the date of completion of restoration if restoration takes place, or the date of termination if the Lease is terminated, based on the extent to which the destruction actually interferes with Tenant's use of the Premises. In the event twenty five percent (25%) or more of the Premises have been rendered inaccessible or unusable, Tenant may terminate this Lease immediately effective as of the date of the Casualty.

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

12.3. Repair Limitation. Notwithstanding anything in this Lease to the contrary, Landlord shall not be required to repair any injury or damage, by fire or other cause, to Tenant's Property or to rebuild, repair or replace any decorations, trade fixtures, installed on the Premises by or for Tenant, unless Landlord has received insurance proceeds from Tenant's property insurance as provided in Section 6.2.4 above, and neither Tenant or Landlord has opted to terminate this Lease as provided in Section 12.1. Landlord acknowledges that Tenant will complete parking lot repairs, installing wall partitions and upgrading HVAC and electrical installations in the building, all of which shall be considered permanent fixtures and improvements to the building, and shall in no event shall they be considered a Repair Limitation under paragraph 12.3.

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

### 13. EMINENT DOMAIN.

13.1. Effect on Rights and Obligations. If any portion of the Premises is permanently taken by condemnation, this Lease shall remain in effect, except that Tenant can elect to terminate this Lease if ten percent (10%) or more of the total number of square feet in the Premises is taken and if the remaining portion of the Premises is rendered unsuitable for Tenant's continued use of the Premises. If Tenant elects to terminate this Lease, Tenant must exercise its right to terminate by giving written notice to Landlord within 30 days after the nature and the extent of the taking have been finally determined, as of the date of termination, which date shall not be earlier than 30 days nor later than 90 days after Tenant has notified Landlord of its election to terminate; except that this Lease shall terminate on the date of taking if the date of taking falls on a date before the date of termination as designated by Tenant. If Tenant does not terminate this Lease within the 30-day period, this Lease shall continue in full force and effect, except that the Base Rent thereafter to be paid shall be reduced on a pro-rata basis. Tenant shall notify Landlord in writing of any condemnation or threatened condemnation within ten (10) days after Tenant receives notice of said action or threatened action. No condemnation of any kind shall be construed to constitute an actual or constructive eviction of Tenant or a breach of any express or implied covenant of quiet enjoyment. In the event of condemnation, Tenant shall be entitled to recover prorata Tenant Improvement and fixed broker's fee, the sum of which shall be 1/36<sup>th</sup> of the amount which is the total combined Tenant Improvement and fixed broker's fee, less the sum of tenant off-sets provided to Tenant.

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

referred to as the "**bonus value**" of the Lease), excluding any award allocated by the jurisdiction to specifically compensate Tenant for its loss and/or inconvenience.

#### 14. DEFAULT.

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

14.1.1 Abandonment of or vacating the Premises, or cessation of Tenant's business operations therein, for a period of thirty (30) consecutive days;

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

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

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

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

#### 14.2. Remedies.

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

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

B. Unpaid Rent. Landlord shall have all the rights and remedies of a landlord provided by applicable Laws, including the right to recover from Tenant: (a) the worth, at the time of award, of the unpaid Rent that had been earned at the time of termination, (b) the worth, at the time of award, of the amount by which the unpaid Rent that would have been earned after the date of termination until the time of award exceeds the amount of loss of rent that Tenant proves could have been reasonably avoided, (c) the worth, at the time of award, of the amount by which the unpaid Rent for the balance of the Term after the time of award exceeds the amount of the loss of rent that Tenant proves could have been reasonably avoided, and (d) any other amount, and court costs, necessary to compensate Landlord for all detriment proximately caused by Tenant's default. The phrase "**worth, at the time of award,**" as used in (a) and (b) above, shall be computed at the Applicable Interest Rate, and as used in (c) above, shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent (1%).

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

notwithstanding anything in Section 15 to the contrary, shall Tenant be entitled to any excess rent received by Landlord. If, on the date Rent is due under this Lease, the rent received from the reletting is less than the Rent due on that date, Tenant shall pay to Landlord, in addition to the remaining Rent due, all costs, including commissions, which Landlord incurred in reletting the Premises that remain after applying the rent received from reletting as provided hereinabove. So long as this Lease is not terminated, Landlord shall have the right to remedy any default of Tenant, to maintain or improve the Premises, to cause a receiver to be appointed to administer the Premises and new or existing subleases and to add to the Rent payable hereunder all of Landlord's reasonable costs in so doing, with interest at the Applicable Interest Rate from the date of such expenditure.

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

## 15. ASSIGNMENT AND SUBLETTING.

15.1. Landlord's Consent. Tenant shall not assign, sublet or otherwise transfer, whether voluntarily or involuntarily or by operation of Law, this Lease, the Premises or any part thereof, without Landlord's prior written approval, which Landlord may withhold in its sole absolute discretion, without any obligation to consider any proposed assignment, sublet or transfer in good faith or otherwise. Tenant's attempted assignment/subletting without first obtaining Landlord's written consent shall be void at Landlord's election. Landlord's consent to one assignment or subletting shall not be deemed a consent to subsequent assignments and/or sublettings. The merger of Tenant with any other entity or the transfer of any controlling or managing ownership or beneficial interest in Tenant, or the assignment of a substantial portion of the assets of Tenant, whether or not located at the Premises shall constitute an assignment hereunder. In the event Tenant shall assign or sublet the Premises or request the consent of Landlord to any assignment or subletting or if Tenant shall request the consent of Landlord for any other act Tenant proposes to do then Tenant shall pay Landlord's attorneys' fees incurred in connection with each such request.

## 16. ESTOPPEL, ATTORNMENMENT AND SUBORDINATION.

16.1. Estoppel. Within ten (10) days after request by Landlord, Tenant shall deliver an estoppel certificate duly executed and acknowledged to any proposed mortgagee, beneficiary, purchaser, or Landlord, in a commercially reasonable form substantially similar to that requested and a statement certifying, without limitation: (i) the date of commencement of this Lease; (ii) the fact that this Lease is unmodified and in full force and effect (or, if there have been modifications hereto, that this Lease is in full force and effect, as modified, and stating the date and nature of such modifications); (iii) the date to which the rental and other sums payable under this Lease have been paid; (iv) the fact that there are no current defaults

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

16.2. Subordination. This Lease shall be subject and subordinate to all ground leases, CC&Rs, and the lien of all mortgages and deeds of trust which now or hereafter affect the Premises or the Property or Landlord's interest therein, and all amendments thereto, all without the necessity of Tenant's executing further instruments to effect such subordination; provided, however, that Tenant's rights hereunder shall not be disturbed, except in accordance with the terms and provisions of this Lease. If requested, Tenant shall execute and deliver to Landlord within ten (10) days after Landlord's request, whatever documentation that may reasonably be required to further effect the provisions of this Section 16.2.

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



## 17. RELOCATION WAIVER.

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

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

## 18. MISCELLANEOUS.

### 18.1. General.

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

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

18.1.3 Attorneys' Fees. If any action is commenced which arises out of or related to this Lease, the prevailing party shall be entitled to recover from the other party such sums as the court may adjudge to be reasonable attorneys' fees, expert fees, and expenses in the action, in addition to costs and expenses otherwise allowed by Law. In all other situations, including any matter arising out of or relating to any bankruptcy or other voluntary or involuntary proceeding, in or out of court, for the adjustment of debtor-creditor relationships, Tenant agrees to pay all of Landlord's costs and expenses, including attorneys' fees and expert fees, which may be incurred in enforcing or protecting Landlord's rights or interests.

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

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

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

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

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

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

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

18.1.11 Agency, Partnership or Joint Venture. Nothing contained herein nor any acts of the parties hereto shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture by the parties hereto or any relationship other than the relationship of landlord and tenant.

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

18.2. Signs. All signs and graphics of every kind visible in or from public view or corridors, or the exterior of the Premises, installed or caused to be installed by, for the benefit of, or at the request of Tenant ("**Signs**") shall be, at Tenant's sole cost and expense, and subject to Landlord's prior written approval and shall be subject to all applicable Laws. Tenant shall remove all such Signs prior to the termination of this Lease. Such installations and removals shall be made in such manner as to avoid injury or defacement of the Premises; and Tenant shall repair any injury or defacement, including discoloration caused by such installation or removal. Tenant shall be responsible for all fees, costs and expenses associated with installation and removal of Signs. In the event any such fees, costs or expenses are



incurred by Landlord (whether directly or indirectly), Landlord shall deliver to Tenant an invoice, with reasonable supporting documentation, and Tenant shall reimburse Landlord for those amounts within fifteen (15) days after receipt of such invoice.

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

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

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

18.6. Brokerage Commission. Landlord and Tenant each represents that Tenant was represented by a broker in connection with this Lease, and that only real estate broker's commission, finder's fee or other compensation (individually and collectively, "**Commission**") due or payable is as specified in the Basic Lease Information. Tenant agrees to indemnify and hold harmless Landlord from any claims or liability, including reasonable attorneys' fees, in connection with a claim by any person for a Commission based upon any statement, representation or agreement of Tenant.

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

18.8. Holding Over. If, with Landlord's express written consent, Tenant holds over the Premises or any part thereof after expiration or earlier termination of the Term, such holding over shall constitute a month-to-month tenancy on all the other terms and conditions of this Lease, except that Base Rent shall be equal to the Rent payable under this Lease for the last full month before the date of expiration or termination. This section shall not be construed as Landlord's permission for Tenant to hold over. Acceptance of Rent by Landlord following expiration or termination shall not constitute a renewal of this Lease or extension of

the Initial Term or any Renewal Term, as the case may be, except as specifically set forth above. If Tenant remains in possession of the Premises after expiration or other termination of this Lease without Landlord's express written consent, Tenant's continued possession shall be on the basis of a tenancy at sufferance and Tenant shall pay as rent during the holdover period an amount equal to one hundred fifty percent (150%) of the Rent payable under this Lease for the last full month before the date of expiration or termination. If Tenant fails to surrender the Premises upon expiration or other termination of this Lease, Tenant shall indemnify and hold Landlord harmless from and against all loss or liability resulting from or arising out of Tenant's failure to surrender the Premises, including, but not limited to, any amounts required to be paid to any tenant or prospective tenant who was to have occupied the Premises after the expiration or other termination of this Lease and any related attorneys' fees and brokerage commissions.

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

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

18.11. Covenants and Conditions. Each provision to be performed by Tenant hereunder shall be deemed to be both a covenant and a condition. This Lease shall be construed as though the covenants between Landlord and Tenant are independent and not dependent. Tenant expressly waives the benefit of any statute to the contrary, and agrees that even if Landlord fails to perform its obligations under this Lease, Tenant shall not be entitled to make repairs or perform any acts at Landlord's expense, or to any setoff against Rent or other amounts owing under this Lease against Landlord.

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

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

18.14. Guaranty. This Lease is subject to and conditional upon Tenant's delivery to Landlord, concurrently with Tenant's execution and delivery of this Lease, of a Guaranty in the form of and upon the terms contained in Exhibit C attached hereto and incorporated herein by this reference, which shall be fully executed by the Guarantor(s) specified in Section 9 of the Basic Lease Information.

19. ADDENDUM.

19.1. Attached hereto is an addendum or addenda containing Section(s) 19.1 and 19.2, which constitute a part of this Lease.

*[SIGNATURES FOLLOW ON NEXT PAGE]*

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

**LANDLORD:**

CITY OF VALLEJO, a California municipal corporation

By: \_\_\_\_\_  
Joseph M. Tanner

**CITY MANAGER**

**ATTEST:**

\_\_\_\_\_  
Mary Ellsworth  
Acting City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Frederick G. Soley  
City Attorney

**APPROVED AS TO INSURANCE REQUIREMENTS:**

\_\_\_\_\_  
Harry Maurer  
Interim Risk Manager

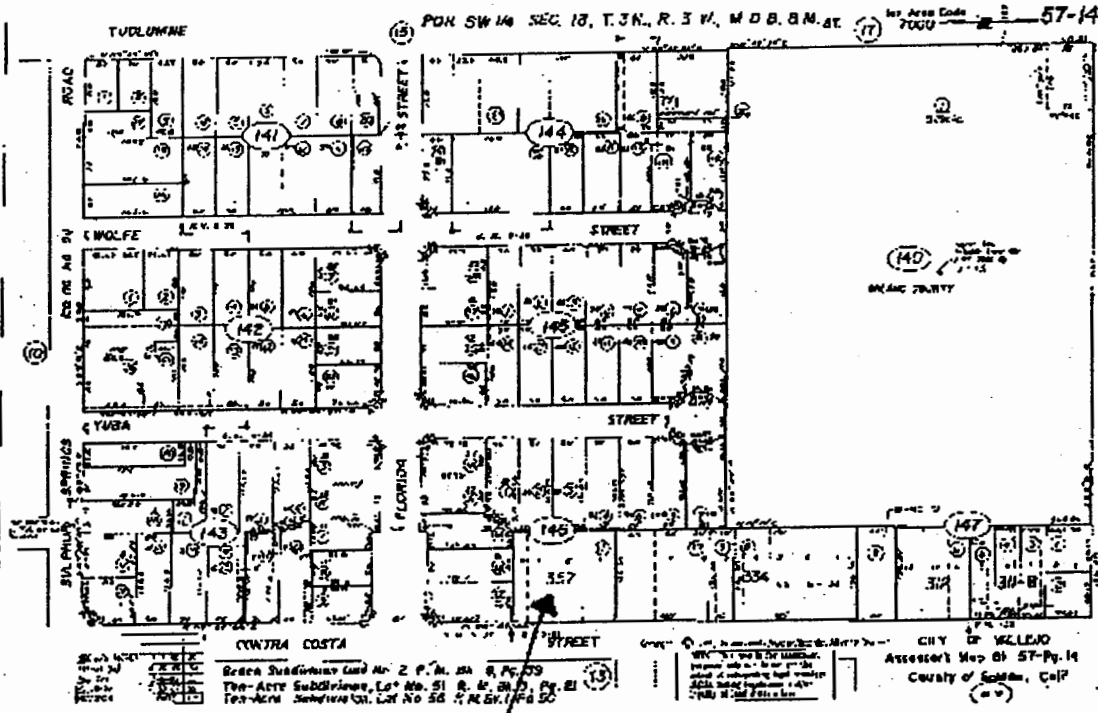
--AND--

**TENANT:**

Area Agency on Aging Serving Napa and Solano, Inc., a California non profit public benefit corporation

By: Leanne Martinsen  
Leanne Martinsen  
Executive Director

**EXHIBIT A-1**  
**Legal Description of Property**



**SITE**

Property Description:  
 APN #: 0057-146-110  
 Address: 400 Contra Costa Street  
 Census: Tract 2512.00  
 Map grid: 530 B5 Block: 12  
 Land Use: 9800 Gov, Governmental and miscellaneous  
 Improvements: One story, office, general use building comprising roughly 3,000 square feet.

**EXHIBIT A-2**

Depiction of  
Premises



## EXHIBIT B

### Rules and Regulations

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

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

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

7. Permitted Machines. No machines of more than one horsepower shall be installed, maintained, or operated on the Premises without Landlord's prior written consent.

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

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

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

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

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

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

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

15. Disposal of Trash and Garbage. Tenant shall store all trash, garbage and refuse ("Trash") within the interior of the Premises. Tenant shall not place or have placed in Trash boxes or receptacles any material that may not or cannot be disposed of in the ordinary and



customary manner of removing and disposing of Trash in the vicinity of the Premises. Tenant shall comply fully with all applicable Laws when disposing of Trash.

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

17. Prohibited Uses and Activities.

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

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

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

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

17.5. Uses in violation of any applicable Laws;

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

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

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

19. Rule Changes; Waivers. Landlord reserves the right at any time to change or rescind any one or more of these Rules or to make such other and further reasonable Rules as, in Landlord's judgment, may from time to time be necessary for the operation, management, safety, care and cleanliness of the Property or any portion thereof, for the preservation of good order therein, or for the convenience of other occupants and tenants of the Property, if any. Landlord may waive any one or more of these Rules for the benefit of any particular tenant(s). Landlord further reserve(s) all the rights reserved to it or them by the provisions of the Lease, by any CC&Rs, or by operation of Law. No waiver by Landlord shall be construed as a waiver of those Rules in favor of any other tenant or occupant of the Premises or Property, and no waiver shall prevent Landlord from enforcing those Rules against any other tenant or occupant of the Property. Landlord shall not be responsible to Tenant or to any other person for the non-observance or

violation of the Rules by any other tenant, occupant, or other persons. Tenant shall abide by any additional rules or regulations which are ordered or requested by any governmental or military authority. Tenant shall be deemed to have read these rules and to have agreed to abide by them as a condition of Tenant's use and occupancy of the Premises.

**SECTION 19.1**  
**ADDENDUM TO LEASE**

**(Base Rent During Term Subject to CPI Increase)**

This Addendum is attached to and made part of that certain Lease dated June 29, 2007, between City of Vallejo, a California municipal corporation, as Landlord, and Area Agency on Aging Serving Napa and Solano, a California non profit public benefit corporation, as Tenant ("Lease"). Capitalized terms not otherwise defined in this Addendum shall have the meaning given them in the Lease. The provisions of this Addendum shall prevail over any inconsistent or conflicting provisions of the Lease.

**BASE RENT ADJUSTMENTS DURING TERM.**

1. **Adjustment.** Base Rent shall be adjusted commencing on the first anniversary of the Commencement Date and on each subsequent anniversary of the Commencement Date during the Term, including any Extension Term (each, an "**Adjustment Date**"). On each Adjustment Date the Base Rent for the ensuing twelve (12) month period ("**Adjustment Period**") shall be an amount equal to the greater of (i) the Base Rent (including any prior Base Rent adjustments) in effect immediately prior to the commencement of the applicable Adjustment Period (without regard to any temporary abatement of Rent then or previously in effect pursuant to the provisions of this Lease) or (ii) the product obtained by multiplying the sum specified in item (i) by a fraction, the numerator of which is the Index, as defined below, published for the month nearest but prior to the commencement date of the applicable Adjustment Period, and the denominator of which is the Index published for the month nearest but prior to the commencement of the twelve (12) month period immediately preceding the applicable Adjustment Period.

2. **Index.** The term "**Index**" as used in this Lease means the Consumer Price Index published by the Bureau of Labor Statistics of the U.S. Department of Labor for the San Francisco-Oakland-San Jose Consolidated Metropolitan Statistical Area. If the Index is revised, the parties agree that the Bureau of Labor Statistics will be the sole judge of the comparability of successive indexes, but if that agency fails to supply indexes that it deems comparable, or if no succeeding index is published, then Landlord shall determine an appropriate alternative published price index.

***[SIGNATURES FOLLOW ON NEXT PAGE]***

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

CITY OF VALLEJO, a California municipal corporation

By: \_\_\_\_\_  
Joseph M. Tanner  
City Manager

ATTEST:

\_\_\_\_\_  
Mary Ellsworth, Acting City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Frederick G. Soley, City Attorney

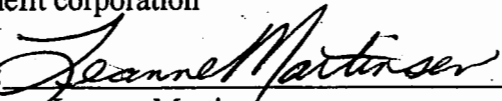
APPROVED AS TO INSURANCE REQUIREMENTS:

\_\_\_\_\_  
Harry Maurer, Interim Risk Manager

--AND--

TENANT:

Area Agency on Aging Serving Napa and Solano, Inc., a California non profit public benefit corporation

By:   
Leanne Martinsen  
Executive Director

**SECTION 19.2**  
**ADDENDUM TO LEASE**

(Option to Extend, Base Rent at Commencement  
of Extension Term Subject to CPI Increase)

This Addendum is attached to and made part of that certain Lease dated June 29, 2007, between City of Vallejo, a California municipal corporation, as Landlord, and Area Agency on Aging Serving Napa and Solano, a California non-profit public benefit corporation, as Tenant ("Lease"). Capitalized terms not otherwise defined in this Addendum shall have the meaning given them in the Lease. The provisions of this Addendum shall prevail over any inconsistent or conflicting provisions of the Lease.

**1. OPTION TO EXTEND.**

1.1. Terms of Option. Provided (i) Tenant is not in default under the terms of this Lease at the time each renewal option is exercised or at the commencement of the applicable Extension Term (as hereinafter defined), (ii) Tenant is occupying at least ninety percent (90%) of the Premises, including any expansion space added to the Premises by subsequent amendment to this Lease, (iii) Tenant has not been in default more than twice in any twelve (12) month period, and (iv) Guarantor, if any, is not in default under the Guaranty, Tenant shall have the option to renew this Lease for two ( 2 ) successive period(s) of one ( 1 ) year each (individually and collectively, the "**Extension Term**"). The Extension Term shall be on all the terms and conditions of this Lease, except as to Base Rent, and except that Landlord shall have no additional obligation for free rent, any Tenant Improvements, or for any other tenant inducements for the Extension Term. There shall be no additional extension terms beyond the Extension Term set forth herein. Tenant must exercise its option to extend this Lease as to each Extension Term by giving Landlord six (6) months written notice prior to the end of the Initial Term or the Extension Term then in effect of Tenant's election to exercise its extension option. Any notice not given in a timely manner shall be void at Landlord's election, and Tenant shall be deemed to have waived its extension rights. The extension option set forth herein is personal to Tenant and shall not be included in any assignment of this Lease.

1.2. Base Rent Amount. Base Rent at the commencement of the Extension Term shall be an amount equal to the greater of (i) the Base Rent (including any prior Base Rent adjustments) in effect immediately prior to the commencement of the applicable Extension Term (without regard to any temporary abatement of Rent then or previously in effect pursuant to the provisions of this Lease) or (ii) the product obtained by multiplying the sum specified in item (i) by a fraction, the numerator of which is the Index, as defined below, published for the month nearest but prior to the commencement date of the applicable Extension Term, and the denominator of which is the Index published for the month nearest but prior to the commencement of the twelve (12) month period immediately preceding the applicable Extension

Term. Notwithstanding anything in this section to the contrary, the Base Rent for the applicable Extension Term shall in no event be less than the Base Rent (including any prior Base Rent adjustments) in effect immediately prior to the commencement of the applicable Extension Term (without regard to any temporary abatement of Rent then or previously in effect pursuant to the provisions of this Lease).

1.3. Index. The term "**Index**" as used in this Lease means the Consumer Price Index published by the Bureau of Labor Statistics of the U.S. Department of Labor for the San Francisco-Oakland-San Jose Consolidated Metropolitan Statistical Area. If the Index is revised, the parties agree that the Bureau of Labor Statistics will be the sole judge of the comparability of successive indexes, but if that agency fails to supply indexes that it deems comparable, or if no succeeding index is published, then Landlord shall determine an appropriate alternative published price index.

1.4. Amendment of Lease. Within twenty (20) days after the Base Rent is determined pursuant to this Section, Landlord and Tenant shall execute an amendment to this Lease stating the new Lease expiration date and the Base Rent in effect.

1.5. Additional Rent. Tenant shall pay Additional Rent during the Extension Term pursuant to the Lease.

1.6. Base Rent Adjustment. Base Rent during the Extension Term shall be adjusted in the same manner as Base Rent was adjusted during the Initial Term.

***[SIGNATURES FOLLOW ON NEXT PAGE]***

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

**LANDLORD:**

CITY OF VALLEJO, a California municipal corporation

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

Joseph M. Tanner  
City Manager

**ATTEST:**

\_\_\_\_\_  
Mary Ellsworth, Acting City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Frederick G. Soley, City Attorney

**APPROVED AS TO INSURANCE REQUIREMENTS:**

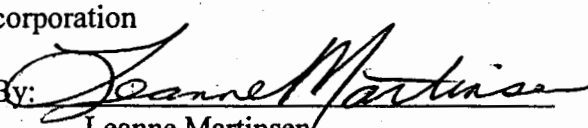
\_\_\_\_\_  
Harry Maurer, Interim Risk Manager

**--AND--**

**TENANT:**

Area Agency on Aging Serving Napa and Solano, Inc., a California non profit public benefit corporation

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

  
Leanne Martinsen  
Executive Director



CONSENT B

**Agenda Item No.**

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**COUNCIL COMMUNICATION**

**Date:** July 10, 2007

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

**FROM:** Robert W. Nichelini, Chief of Police *RWN*

**SUBJECT:** Purchase Agreement for Public Safety Computer Applications

**BACKGROUND AND DISCUSSION**

In 2002, the City entered into a contract with Motorola, Inc., for the acquisition of integrated Police and Fire Computer Aided Dispatch, Records Management, and Field Based Reporting Systems. The dispatch element became operational in 2003, followed by records management in 2004. Field reporting was scheduled for implementation in 2005; however, prior to installation, Motorola began marketing a new field reporting product and announced that existing systems would not be upgraded or enhanced and that all support would terminate in approximately 2010. The Police Department suspended implementation of the field reporting element pending further discussions with Motorola and withheld payment of approximately \$200,000.

We have determined that Motorola's new field reporting product is superior to that originally proposed. Among other improvements, it includes the capability to transmit reports and images directly from mobile computer terminals in patrol cars to our Records Section, saving valuable staff time.

The Police Department has negotiated an agreement with Motorola to replace the existing Records Management System and install the newly designed Field Reporting System for \$211,544. Additional servers will be required to operate the new software. These servers will be purchased through the state contract at a cost of \$63,491.

Additionally, the Datalux Mobile Computer Terminals have exceeded their life expectancy and need replacement. They are out of warranty, they break down frequently, and we are no longer able to repair them. We have negotiated a three-year lease agreement with Baystone Financial Group for 75 Datalux Tracer 3 Mobile Computer Terminals at



\$421,598 including tax and interest. The lease payments will be paid with State Law Enforcement Supplemental Grant Funds and Justice Assistance Grant Funds which are allocated annually and earmarked for public safety technology projects.

The Datalux Mobile Computer Terminals are compatible with the Motorola public safety software, designed to fit in the patrol vehicles, and will not require any additional training for the officer utilizing the equipment. Vallejo Municipal Code 3.20.020 and 3.20.080 allows for sole sourcing when the equipment is highly specialized. This equipment meets that criterion. Maintenance of a state-of-the-art computer aided dispatch system is critical to the receipt, processing, and dispatch of police and fire emergencies.

This proposal has been reviewed and approved by Gonzalo Gonzalez, the City's Chief Information Officer.

#### FISCAL IMPACT:

This project has been appropriated in the FY 2007-08 capital budget. The total cost for the acquisition of the public safety software and associated hardware is \$696,633. As previously stated \$421,598 will be debt financed through a lease agreement. Lease payments will be made from restricted grant funds. The remaining project balance of \$275,035 will be paid from funds that were withheld from Motorola in the previous contract, and other savings realized in the FY 2006-07 Police Department budget. These FY 2006-07 savings will be transferred into the capital project to complete the project budget.

#### RECOMMENDATION

Adopt the resolution authorizing the City Manager or his designee to execute an Agreement with Motorola, Inc. for the acquisition of Motorola NetRMS and Cruiser Field Based Reporting; a lease-purchase agreement with Datalux for the acquisition of 75 Datalux Tracer Mobile Computer Terminals; and the purchase of associated hardware from the state contract.

#### ALTERNATIVES CONSIDERED

- Continue with installation of previously contracted records management and field based reporting systems. Upgrades will not be available and maintenance costs will increase: Hardware eventually will fail and need replacement. Migration to a new system will be more expensive in the future.
- Attempt to purchase a comparable system from a different vendor. The cost for this option is estimated to be approximately \$4 million. Adoption of the Motorola proposal will save the City approximately \$2.6 million. Since all of the systems must be

integrated it is impractical to use multiple vendors.

ENVIRONMENTAL REVIEW

Not applicable.

PROPOSED ACTION

Adopt the enclosed resolution authorizing the City Manager or his designee to execute an Agreement with Motorola, Inc. for the acquisition of Motorola NetRMS and Cruiser Field Based Reporting; a lease-purchase agreement with Baystone Financial Group for the acquisition of 75 Datalux Tracer Mobile Computer Terminals; and the purchase of associated hardware from the state contract.

DOCUMENTS ATTACHED

- a. Resolution authorizing the City Manager or designee to execute the Purchase Agreement with Motorola, Inc., Lease-Purchase Agreement with Baystone Financial Group, and the purchase of associated hardware from the state contract.
- b. Copy of Purchase Agreement with Motorola.
- c. Copy of Lease-Purchase Agreement with Baystone Financial Group

CONTACT PERSON/PREPARED BY:

Captain JoAnn West, Vallejo Police Department  
(707) 648-4516 e-mail: [jwest@ci.vallejo.ca.us](mailto:jwest@ci.vallejo.ca.us)

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

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

WHEREAS, Vallejo's public safety computer systems for records management system and field based reporting will no longer be supported by the software vendor; and

WHEREAS, the police department needs a records management system and field based reporting system that is compatible with the computer aided dispatch system utilized by the police and fire departments, and

WHEREAS, Motorola, Inc. and City staff have reached an agreement for the purchase of a NetRMS and Cruiser Field Based Reporting software, and

WHEREAS, additional hardware is needed to operate the upgraded public safety records management and field based reporting systems software, and

WHEREAS, the additional hardware can be purchased from the state purchase contract, and

WHEREAS, the existing mobile computer terminals in police vehicles are outdated and no longer supported by the manufacturer, and

WHEREAS, Vallejo Municipal Code 3.20.020 and 3.20.080 allows for sole sourcing when the equipment is highly specialized, and

WHEREAS, the Datalux Tracer mobile computer terminals meet that criterion, and

WHEREAS, City staff has negotiated an agreement with Baystone Financial Group for the lease-purchase of 75 Datalux Tracer mobile computer terminals for a total cost of \$421,598.81 including sales tax and interest.

NOW, THEREFORE, BE IT RESOLVED that the City Manager or designee is authorized to execute the agreement entitled *Purchase Agreement with Motorola, Inc.*

BE IT FURTHER RESOLVED, that the City Manager or designee is authorized to purchase the additional hardware, as described herein, from the state contract.

BE IT FURTHER RESOLVED, that the City Manager or designee is authorized to execute a lease/purchase agreement for the acquisition of 75 Datalux Tracer mobile computer terminals.

JULY 10, 2007

Agreement  
NETRMS/Cruiser Implementation  
Upgrade Premier Computer Aided Dispatch

This Agreement is made by and between Motorola, Inc., ("Motorola") having offices at 6450 Sequence Drive, San Diego, California 92121 and the City of Vallejo, ("City") having offices at 111 Amador Street, Vallejo, CA 94590.

- A. Motorola has submitted Proposal No. BO7-0320, dated May 30, 2007, to the City to migrate the City's Infotrak LRMS system to NetRMS/Cruiser and to upgrade the City's Premier Computer Aided Dispatch system to Version 6.6.8.
- B. The City and Motorola wish to implement the Proposal pursuant to the terms of the applicable terms of previous agreement between the parties, being City's 2002 Contract No. 0008432 ("Prior Agreement").

NOW, THEREFORE, Motorola and City hereby agree as follows:

1. The City and Motorola agree to implement the Proposal pursuant to the applicable terms and conditions of the Prior Agreement between the parties, being City's 2002 Contract No. 0008432, and the Exhibits contained in this Agreement.

2. The parties agree that the following Exhibits are incorporated into this Agreement:

- Exhibit A      Statement of Work
- Exhibit B      Pricing
- Exhibit C      Payment Schedule

In interpreting this Agreement, the main body of this Agreement takes precedence over the Exhibits and the Exhibits will take precedence over the terms and conditions of the Prior Agreement and will prevail in the event of any inconsistency. Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the total Contract Price in Exhibit B.

3. All other terms and conditions of the Prior Agreement not specifically applicable to the prior project shall remain in full force and effect.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date of the last signature below.

**Motorola, Inc.**

**City of Vallejo**

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

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

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



## Exhibit B

# Pricing

### PRICE SUMMARY

<i>Motorola RMS Application Software</i>	\$374,900	
<i>Other Hardware/Software</i>	\$48,351	
<i>Server Hardware</i>	\$3,603	
<i>Implementation/Installation</i>	\$125,225	
<i>Subtotal</i>		<u>\$552,080</u>
<i>Migration Discount</i>		<u>(\$346,193)</u>
<i>Tax</i>		<u>\$5,656</u>
<i>Grand Total</i>		<u><u>\$211,543</u></u>

*Motorola pricing is based on a complete system solution. The addition or deletion of any component(s) may subject the total system price to modifications.*

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### YEAR 2 MAINTENANCE SUMMARY

	<i>Yearly Amount</i>
<i>Motorola Software Maintenance</i>	\$48,900
<i>HP Nonstop Hardware &amp; Software Maintenance</i>	\$288
<i>Business Objects Maintenance</i>	\$6,857
<i>Total Maintenance</i>	<u>\$56,045</u>

PRICE DETAIL

Category	Name	Qty	Price \$
<b>Motorola NetRMS Software</b>			<b>\$374,900</b>
	NetRMS Records Management Server	1	
	NetRMS Client License Per Concurrent User	40	
	NetRMS Cruiser Mobile Client	70	
	California Specific	1	
	California State Accident Report	1	
<b>Other Hardware and Software</b>			<b>\$48,351</b>
	Business Objects Enterprise XI Professional Edition License - Standalone	1	
	Business Objects XI Developer License	3	
	Business Objects First Year Maintenance	1	
	CAD Console and Modem	2	
<b>Server Software</b>			<b>\$3,603</b>
	HP Non-Stop Server Software - Native Cobol Runtime for S-Series	1	
<b>Implementation/Installation</b>			<b>\$125,225</b>
	RMS Migration Project Implementation		
	CAD Upgrade (No Charge)		
	CAD Training		
	Migration Discount		\$552,080
	LESS: System Discount		(\$346,193)
	Tax		\$5,656
<b>Grand Total</b>			<b>\$211,543</b>

Maintenance Summary	
Year 1	Warranty
Year 2	\$56,045
Year 3	\$58,847
Year 4	\$61,790
Year 5	\$64,879

Note: Maintenance pricing is based on 2007 rates, subject to then current rates upon commencement. Changes to configuration or count will result in a change to maintenance pricing.

Third Party Partner Maintenance Pricing subject to change based on values quoted through vendors for the years following the warranty period.

OPTION PRICING:

The following Options may be elected by the Customer upon Contract signing. The Customer must indicate which Option(s) are selected by initialing each selected Option. The Payment Milestones will be adjusted to reflect the total value of the System price plus the selected Option(s).

DESCRIPTION	AMOUNT	QUANTITY SELECTED
Option #1 - NetGEO Software, Implementation and Training	\$10,363	_____
Option #2 - System Administration Training	\$8,764	_____
Option #3 - Archived Tape Conversion	\$1,016	_____
Option #4 - GGM to MGU Migration and Training	\$16,148	_____

# Exhibit C

## Payment Schedule

50% of the contract value due upon signing of the Agreement

50% of the contract value due upon final project acceptance

## LEASE WITH OPTION TO PURCHASE AGREEMENT

### Lessee

City of Vallejo  
111 Amador Street  
Vallejo, California 94590

### Lessor

Kansas State Bank of Manhattan  
1010 Westloop, P.O. Box 69  
Manhattan, Kansas 66505-0069

**Dated as of May 10, 2007**

This Lease With Option to Purchase Agreement dated as of the date listed above is between Lessor and Lessee listed directly above. Lessor desires to finance the purchase of the Equipment described in Exhibit "A" to Lessee and Lessee desires to finance the purchase of the Equipment from Lessor subject to the terms and conditions of this Agreement which are set forth below.

#### I. Definitions:

**Section 1.01. Definitions.** The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Additional Schedule" refers to the proper execution of additional Schedules to Exhibit A, Exhibit B, Exhibit C and Exhibit D as well as other exhibits or documents that may be required by the Lessor all of which relate to a lease of additional Equipment.

"Agreement" means this Lease with Option to Purchase Agreement and all Exhibits attached hereto.

"Budget Year" means the Lessee's fiscal year.

"Commencement Date" is the date when Lessee's obligation to pay rent begins.

"Equipment" means all of the items of Equipment listed on Exhibit "A" and all replacements, restorations, modifications and improvements.

"Lessee" means the entity listed above as Lessee and which is leasing the Equipment from Lessor under the provisions of this Agreement.

"Lessor" means the entity originally listed above as Lessor or any of its assignees.

"Lease Term" means the Original Term and all Renewal Terms.

"Original Term" means the period from the Commencement Date until the end of the Budget Year of Lessee.

"Renewal Term" means the annual term which begins at the end of the Original Term and which is simultaneous with Lessee's Budget Year.

"Rental Payments" means the payments Lessee is required to make under this Agreement as set forth on Exhibit "B".

"State" means the state in which Lessee is located.

#### II. Lessee Warranties

**Section 2.01. Lessee represents, warrants and covenants as follows for the benefit of Lessor or its assignees:**

- (a) Lessee is an "issuer of tax exempt obligations" because Lessee is the State or a political subdivision of the State within the meaning of Section 103(a) of the Internal Revenue Code of 1986, as amended, (the "Code") or because Lessee is a constituted authority or district authorized to issue obligations on behalf of the State or political subdivision of the State within the meaning of Treasury Regulation 1.103-1(b).
- (b) Lessee is authorized under the Constitution and laws of the State to enter into this Agreement, and has used such authority to properly execute and deliver this Agreement. Lessee has followed all proper procedures of its governing body in executing this Agreement. The Officer of Lessee executing this Agreement has the authority to execute and deliver this Agreement. This Agreement constitutes a legal, valid, binding and enforceable obligation of the Lessee in accordance with its terms.
- (c) Lessee has complied with all statutory laws and regulations that may be applicable to the execution of this Agreement.
- (d) Lessee shall use the Equipment only for essential, traditional government purposes.
- (e) Should the IRS disallow the tax-exempt status of the Interest Portion of the Rental Payments as a result of the failure of the Lessee to use the Equipment for governmental purposes, then Lessee shall be required to pay additional sums to the Lessor or its assignees so as to bring the after tax yield to the same level as the Lessor or its assignees would attain if the transaction continued to be tax-exempt.
- (f) Should the Lessee cease to be an issuer of tax exempt obligations or if the obligation of Lessee created under this Agreement ceases to be a tax exempt obligation for any reason, then Lessee shall be required to pay additional sums to the Lessor or its assignees so as to bring the after tax yield on this Agreement to the same level as the Lessor or its assignees would attain if the transaction continued to be tax-exempt.
- (g) Lessee has never non-appropriated funds under an Agreement similar to this Agreement.
- (h) Lessee will submit to the Secretary of the Treasury an information reporting statement as required by the Code.
- (i) Upon request by Lessor, Lessee will provide Lessor with current financial statements, reports, budgets or other relevant fiscal information.
- (j) Lessee shall retain the Equipment free of any hazardous substances as defined in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 et. seq. as amended and supplemented.
- (k) Lessee presently intends to continue this Agreement for the Original Term and all Renewal Terms as set forth on Exhibit "B" hereto. The official of Lessee responsible for budget preparation will include in the budget request for each Budget Year the Rental Payments to become due in such Budget year, and will use all reasonable and lawful means available to secure the appropriation of money for such Budget Year sufficient to pay the Rental Payments coming due therein. Lessee reasonably believes that moneys can and will lawfully be appropriated and made available for this purpose.

**Section 2.02. Escrow Agreement.** In the event both Lessor and Lessee mutually agree to utilize an Escrow Account, then immediately following the execution and delivery of this Agreement, Lessor and Lessee agree to execute and deliver and to cause Escrow Agent to execute and deliver the Escrow Agreement. This Agreement shall take effect only upon execution and delivery of the Escrow Agreement by the parties thereto. Lessor shall deposit or cause to be deposited with the Escrow agent for credit to the Equipment Acquisition Fund the sum of \$N/A, which shall be held, invested and disbursed in accordance with the Escrow Agreement.

#### III. Acquisition of Equipment, Rental Payments and the Purchase Option Price

**Section 3.01. Acquisition and Acceptance.** Lessee shall be solely responsible for the ordering of the Equipment and for the delivery and installation of the Equipment. Execution of the Acceptance Certificate by an employee, official or agent of the Lessee having managerial, supervisory or procurement authority with respect to the Equipment shall constitute acceptance of the Equipment on behalf of the Lessee.

**Section 3.02. Rental Payments.** Lessee shall pay Rental Payments exclusively to Lessor or its assignees in lawful, legally available money of the United States of America. The Rental Payments shall be sent to the location specified by the Lessor or its assignees. The Rental Payments shall constitute a current expense of the Lessee and shall not constitute an indebtedness of the Lessee. The Rental Payments are due as set forth on Exhibit B. Lessor shall have the option to charge interest at the highest lawful rate on any Rental Payment received later than the due date for the number of days that the Rental Payment(s) were late, plus any additional accrual on the outstanding balance for the number of days that the Rental Payment(s) were late. Lessor shall also have the option, on monthly payments only, to charge a late fee of up to 10% of the monthly Rental Payment that is past due. The Rental Payments will be payable without notice or demand.

**Section 3.03. Rental Payments Unconditional.** Except as provided under Section 4.01, THE OBLIGATIONS OF LESSEE TO MAKE RENTAL PAYMENTS AND TO PERFORM AND OBSERVE THE OTHER COVENANTS CONTAINED IN THIS AGREEMENT SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE.

**Section 3.04. Purchase Option Price.** Upon thirty (30) days written notice, Lessee shall have the option to pay, in addition to the Rental Payment, the corresponding Purchase Option Price which is listed on the same line on Exhibit B. This option is only available to the Lessee on the Rental Payment date and no partial prepayments are allowed. If Lessee chooses this option and pays the Purchase Option Price to Lessor then Lessor will transfer any and all of its rights, title and interest in the Equipment to Lessee.

**Section 3.05. Lease Term.** The Lease Term of the Agreement shall be the Original Term and all Renewal Terms until all the Rental Payments are paid as set forth on Exhibit B except as provided under Section 4.01 and Section 9.01 below. If, after the end of the budgeting process which occurs at the end of the Original Term or any Renewal Term, Lessee has not non-appropriated as provided for in this Agreement then the Lease Term shall be extended into the next Renewal Term and the Lessee shall be obligated to make all the Rental Payments that come due during such Renewal Term.

**Section 3.06. Disclaimer of Warranties.** LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR ANY OTHER WARRANTY WITH RESPECT TO THE EQUIPMENT. LESSOR SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE ARISING OUT OF THE INSTALLATION, OPERATION, POSSESSION, STORAGE OR USE OF THE EQUIPMENT BY LESSEE.



#### **IV. Non-Appropriation**

**Section 4.01. Non-Appropriation.** If insufficient funds are available in Lessee's budget for the next Budget Year to make the Rental Payments for the next Renewal Term and the funds to make such Rental Payments are otherwise unavailable by any lawful means whatsoever, then Lessee shall have the option to non-appropriate the funds to pay the Rental Payments for the next Renewal Term. Lack of a sufficient appropriation shall be evidenced by the passage of an ordinance or resolution by the governing body of Lessee specifically prohibiting Lessee from performing its obligations under this Agreement and from using any moneys to pay the Rental Payments due under this Agreement for a designated Budget Year and all subsequent Budget Years. If Lessee chooses this option, then all obligations of the Lessee under this Agreement regarding Rental Payments for all remaining Renewal Terms shall be terminated at the end of the then current Original Term or Renewal Term without penalty or liability to the Lessee of any kind provided that if Lessee has not delivered possession of the Equipment to Lessor as provided herein and conveyed to Lessor or released its interest in the Equipment by the end of the last Budget Year for which Rental Payments were paid, the termination shall nevertheless be effective but Lessee shall be responsible for the payment of damages in an amount equal to the amount of the Rental Payments thereafter coming due under Exhibit "B" which are attributable to the number of days after such Budget Year during which Lessee fails to take such actions and for any other loss suffered by Lessor as a result of Lessee's failure to take such actions as required. Lessee shall immediately notify the Lessor as soon as the decision to non-appropriate is made. If such non-appropriation occurs, then Lessee shall deliver the Equipment to Lessor as provided below in Section 9.04. Lessee shall be liable for all damage to the Equipment other than normal wear and tear. If Lessee fails to deliver the Equipment to Lessor, then Lessor may enter the premises where the Equipment is located and take possession of the Equipment and charge Lessee for costs incurred.

#### **V. Insurance, Damage, Insufficiency of Proceeds**

**Section 5.01. Insurance.** Lessee shall maintain both casualty insurance and liability insurance at its own expense with respect to the Equipment. Lessee shall be solely responsible for selecting the insurer(s) and for making all premium payments and ensuring that all policies are continuously kept in effect during the period when Lessee is required to make Rental Payments. Lessee shall provide Lessor with a Certificate of Insurance which lists the Lessor and/or assigns as a loss payee and an additional insured on the policies with respect to the Equipment.

- (a) Lessee shall insure the Equipment against any loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Lessor in an amount at least equal to the then applicable Purchase Option Price of the Equipment. Alternatively, Lessee may insure the Equipment under a blanket insurance policy or policies.
- (b) The liability insurance shall insure Lessor from liability and property damage in any form and amount satisfactory to Lessor.
- (c) Lessee may self-insure against the casualty risks and liability risks described above. If Lessee chooses this option, Lessee must furnish Lessor with a certificate and/or other documents which evidences such coverage.
- (d) All insurance policies issued or affected by this Section shall be so written or endorsed such that the Lessor and its assignees are named additional insureds and loss payees and that all losses are payable to Lessee and Lessor or its assignees as their interests may appear. Each policy issued or affected by this Section shall contain a provision that the insurance company shall not cancel or materially modify the policy without first giving thirty (30) days advance notice to Lessor or its assignees. Lessee shall furnish to Lessor certificates evidencing such coverage throughout the Lease Term.

**Section 5.02. Damage to or Destruction of Equipment.** Lessee assumes the risk of loss or damage to the Equipment. If the Equipment or any portion thereof is lost, stolen, damaged, or destroyed by fire or other casualty, Lessee will immediately report all such losses to all possible insurers and take the proper procedures to attain all insurance proceeds. At the option of Lessor, Lessee shall either (1) apply the Net Proceeds to replace, repair or restore the Equipment or (2) apply the Net Proceeds to the applicable Purchase Option Price. For purposes of this Section and Section 5.03, the term Net Proceeds shall mean the amount of insurance proceeds collected from all applicable insurance policies after deducting all expenses incurred in the collection thereof.

**Section 5.03. Insufficiency of Net Proceeds.** If there are no Net Proceeds for whatever reason or if the Net Proceeds are insufficient to pay in full the cost of any replacement, repair, restoration, modification or improvement of the Equipment, then Lessee shall, at the option of Lessor, either (1) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds or (2) apply the Net Proceeds to the Purchase Option Price and pay the deficiency, if any, to the Lessor.

**Section 5.04. Lessee Negligence.** Lessee assumes all risks and liabilities, whether or not covered by insurance, for loss or damage to the Equipment and for injury to or death of any person or damage to any property whether such injury or death be with respect to agents or employees of Lessee or of third parties, and whether such property damage be to Lessee's property or the property of others (including, without limitation, liabilities for loss or damage related to the release or threatened release of hazardous substances under the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act or similar or successor law or any State or local equivalent now existing or hereinafter enacted which in any manner arise out of or are incident to any possession, use, operation, condition or storage of any Equipment by Lessee) which is proximately caused by the negligent conduct of Lessee, its officers, employees and agents. Lessee hereby assumes responsibility for and agrees to reimburse Lessor for all liabilities, obligations, losses, damages, penalties, claims, actions, costs and expenses (including reasonable attorneys' fees) of whatsoever kind and nature, imposed on, incurred by or asserted against Lessor that in any way relate to or arise out of a claim, suit or proceeding, based in whole or in part upon the negligent conduct of Lessee, its officers, employees and agents, to the maximum extent permitted by law.

#### **VI. Title and Security Interest**

**Section 6.01. Title.** Title to the Equipment shall vest in Lessee when Lessee acquires and accepts the Equipment. Title to the Equipment will automatically transfer to the Lessor in the event Lessee non-appropriates under Section 4.01 or in the event Lessee defaults under Section 9.01. In either of such events, Lessee shall execute and deliver to Lessor such documents as Lessor may request to evidence the passage of legal title to the Equipment to Lessor.

**Section 6.02. Security Interest.** To secure the payment of all Lessee's obligations under this Agreement, Lessee hereby grants to Lessor a security interest under the Uniform Commercial Code constituting a first lien on the Equipment described more fully on Exhibit "A". The security interest established by this section includes not only all additions, attachments, repairs and replacements to the Equipment but also all proceeds therefrom.

#### **VII. Assignment**

**Section 7.01. Assignment by Lessor.** All of Lessor's rights, title and/or interest in and to this Agreement may be assigned and reassigned in whole or in part to one or more assignees or sub-assignees (including a Registered Owner for Lease Participation Certificates) by Lessor at any time without the consent of Lessee. No such assignment shall be effective as against Lessee until the assignor shall have filed with Lessee written notice of assignment identifying the assignee. Lessee shall pay all Rental Payments due hereunder relating to such Equipment to or at the direction of Lessor or the assignee named in the notice of assignment. Lessee shall keep a complete and accurate record of all such assignments.

**Section 7.02. Assignment by Lessee.** None of Lessee's right, title and interest under this Agreement and in the Equipment may be assigned by Lessee unless Lessor approves of such assignment in writing before such assignment occurs and only after Lessee first obtains an opinion from nationally recognized counsel stating that such assignment will not jeopardize the tax-exempt status of the obligation.

#### **VIII. Maintenance of Equipment**

**Section 8.01.** Lessee shall keep the Equipment in good repair and working order. Lessor shall have no obligation to inspect, test, service, maintain, repair or make improvements or additions to the Equipment under any circumstances. Lessee will be liable for all damage to the Equipment, other than normal wear and tear, caused by Lessee, its employees or its agents. Lessee shall pay for and obtain all permits, licenses and taxes necessary for the installation, operation, possession, storage or use of the Equipment. If the Equipment includes any titled vehicle(s), then Lessee is responsible for obtaining such title(s) from the State and also for ensuring that Lessor is listed as First Lienholder on all of the title(s). If any fees are required to be paid by the California Debt & Investment Advisory Commission then such fees shall be paid directly from the Lessee to the California Debt & Investment Advisory Commission. Lessee shall not during the term of this Agreement create, incur or assume any levies, liens or encumbrances of any kind with respect to the Equipment except those created by this Agreement. Lessee agrees that Lessor or its Assignee may execute any additional documents including financing statements, affidavits, notices, and similar instruments, for and on behalf of Lessee which Lessor deems necessary or appropriate to protect Lessor's interest in the Equipment and in this Agreement. The Equipment is and shall at all times be and remain personal property. Lessee shall allow Lessor to examine and inspect the Equipment at all reasonable times.

#### **IX. Default**

**Section 9.01. Events of Default defined.** The following events shall constitute an "Event of Default" under this Agreement:

- (a) Failure by Lessee to pay any Rental Payment listed on Exhibit "B" for fifteen (15) days after such payment is due according to the Payment Date listed on Exhibit "B".
- (b) Failure to pay any other payment required to be paid under this Agreement at the time specified herein and a continuation of said failure for a period of fifteen (15) days after written notice by Lessor that such payment must be made. If Lessee continues to fail to pay any payment after such period, then Lessor may, but will not be obligated to, make such payments and charge Lessee for all costs incurred plus interest at the highest lawful rate.
- (c) Failure by Lessee to observe and perform any warranty, covenant, condition, promise or duty under this Agreement for a period of thirty (30) days after written notice specifying such failure is given to Lessee by Lessor, unless Lessor agrees in writing to an extension of time. Lessor will not unreasonably withhold its consent to an extension of time if corrective action is instituted by Lessee. Subsection (c) does not apply to Rental Payments and other payments discussed above.
- (d) Any statement, material omission, representation or warranty made by Lessee in or pursuant to this Agreement which proves to be false, incorrect or misleading on the date when made regardless of Lessee's intent and which materially adversely affects the rights or security of Lessor under this Agreement.

- (e) Any provision of this Agreement which ceases to be valid for whatever reason and the loss of such provision would materially adversely affect the rights or security of Lessor.
- (f) Lessee admits in writing its inability to pay its obligations. Lessee defaults on one or more of its other obligations. Lessee applies or consents to the appointment of a receiver or a custodian to manage its affairs. Lessee makes a general assignment for the benefit of creditors.

**Section 9.02. Remedies on Default.** Whenever any Event of Default exists, Lessor shall have the right to take one or any combination of the following remedial steps:

- (a) With or without terminating this Agreement, Lessor may declare all Rental Payments and other amounts payable by Lessee hereunder to the end of the then current Budget Year to be immediately due and payable.
- (b) With or without terminating this Agreement, Lessor may require Lessee at Lessee's expense to redeliver any or all of the Equipment to Lessor as provided below in Section 9.04. Such delivery shall take place within fifteen (15) days after the event of default occurs. If Lessee fails to deliver the Equipment, Lessor may enter the premises where the Equipment is located and take possession of the Equipment and charge Lessee for cost incurred. Notwithstanding that Lessor has taken possession of the Equipment, Lessee shall still be obligated to pay the remaining Rental Payments due up until the end of the then current Original Term or Renewal Term. Lessee will be liable for any damage to the Equipment caused by Lessee or its employees or agents.
- (c) Lessor may take whatever action at law or in equity that may appear necessary or desirable to enforce its rights. Lessee shall be responsible to Lessor for all costs incurred by Lessor in the enforcement of its rights under this Agreement including, but not limited to, reasonable attorney fees.

**Section 9.03. No Remedy Exclusive.** No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or shall be construed to be a waiver thereof.

**Section 9.04. Return of Equipment and Storage.**

- (a) **Surrender:** The Lessee shall, at its own expense, surrender the Equipment to the Lessor in the event of a default or a non-appropriation by delivering the Equipment to the Lessor to a location accessible by common carrier and designated by Lessor. In the case that any of the Equipment consists of software, Lessee shall destroy all intangible items constituting such software and shall deliver to Lessor all tangible items constituting such software. At Lessors request, Lessee shall also certify in a form acceptable to Lessor that Lessee has complied with the above software return provisions and that they will immediately cease using the software and that they shall permit Lessor and/or the vendor of the software to inspect Lessee's locations to verify compliance with the terms hereto.
- (b) **Delivery:** The Equipment shall be delivered to the location designated by the Lessor by a common carrier unless the Lessor agrees in writing that a common carrier is not needed. When the Equipment is delivered into the custody of a common carrier, the Lessee shall arrange for the shipping of the item and its insurance in transit in accordance with the Lessor's instructions and at the Lessee's sole expense. Lessee at its expense shall completely sever and disconnect the Equipment or its component parts from the Lessee's property all without liability to the Lessor. Lessee shall pack or crate the Equipment and all of the component parts of the Equipment carefully and in accordance with any recommendations of the manufacturer. The Lessee shall deliver to the Lessor the plans, specifications operation manuals or other warranties and documents furnished by the manufacturer or vendor on the Equipment and such other documents in the Lessee's possession relating to the maintenance and methods of operation of such Equipment.
- (c) **Condition:** When the Equipment is surrendered to the Lessor it shall be in the condition and repair required to be maintained under this Agreement. It will also meet all legal regulatory conditions necessary for the Lessor to sell or lease it to a third party and be free of all liens. If Lessor reasonably determines that the Equipment or an item of the Equipment, once it is returned, is not in the condition required hereby, Lessor may cause the repair, service, upgrade, modification or overhaul of the Equipment or an item of the Equipment to achieve such condition and upon demand, Lessee shall promptly reimburse Lessor for all amounts reasonably expended in connection with the foregoing.
- (d) **Storage:** Upon written request by the Lessor, the Lessee shall provide free storage for the Equipment or any item of the Equipment for a period not to exceed 60 days after the expiration of its lease term before returning it to the Lessor. The Lessee shall arrange for the insurance described to continue in full force and effect with respect to such item during its storage period and the Lessor shall reimburse the Lessee on demand for the incremental premium cost of providing such insurance.

**X. Miscellaneous**

**Section 10.01. Notices.** All notices shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at their respective places of business as first set forth herein or as the parties shall designate hereafter in writing.

**Section 10.02. Binding Effect.** This Agreement shall inure to the benefit of and shall be binding upon Lessee and Lessor and their respective successors and assigns.

**Section 10.03. Severability.** In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

**Section 10.04. Amendments, Addenda, Changes or Modifications.** This Agreement may be amended, added to, changed or modified by written agreement duly executed by Lessor and Lessee.

**Section 10.05. Execution in Counterparts.** This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**Section 10.06. Captions.** The captions or headings in this Agreement do not define, limit or describe the scope or intent of any provisions or sections of this Agreement.

**Section 10.07. Master Lease.** This Agreement can be utilized as a Master Lease Agreement. This means that the Lessor and the Lessee may agree to the lease of additional Equipment under this Agreement at some point in the future by executing one or more Additional Schedules to Exhibit A, Exhibit B, Exhibit C and Exhibit D as well as other exhibits or documents that may be required by Lessor. Additional Schedules will be consecutively numbered on each of the exhibits which make up the Additional Schedule and all the terms and conditions of the Agreement shall govern each Additional Schedule.

**Section 10.08. Entire Writing.** This Agreement constitutes the entire writing between Lessor and Lessee. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, representations, conditions, or warranties, express or implied, which are not specified herein regarding this Agreement or the Equipment leased hereunder. Any terms and conditions of any purchase order or other documents submitted by Lessee in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement will not be binding on Lessor and will not apply to this Agreement.

Lessor and Lessee have caused this Agreement to be executed in their names by their duly authorized representatives listed below.

**CITY OF VALLEJO**

**KANSAS STATE BANK OF MANHATTAN**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed Name and Title

\_\_\_\_\_  
Typed Name and Title

**EXHIBIT A**

**DESCRIPTION OF EQUIPMENT**

**RE: Lease With Option to Purchase Agreement dated as of May 10, 2007, between Kansas State Bank of Manhattan (Lessor) and City of Vallejo (Lessee)**

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Below is a detailed description of all the items of Equipment including quantity, model number and serial number where applicable:

**Seventy-five (75) New Datalux Computers**

Physical Address of Equipment after Delivery: \_\_\_\_\_



CONSENT C

**Agenda Item No.**

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**COUNCIL COMMUNICATION**

**Date:** July 10, 2007

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

**FROM:** Robert W. Nichelini, Chief of Police **RWN**

**SUBJECT:** Approval of a resolution authorizing the City Manager or his designee to execute a Grant Award Agreement with the California Department of Alcoholic Beverage Control targeting the reduction of alcohol related crimes associated with problematic alcoholic beverage outlets

**BACKGROUND AND DISCUSSION**

Vallejo has an on-going problem with alcohol related crimes. A number of the 185 alcoholic beverage outlets in the city generate excessive calls for police service, require an inordinate amount of police resources, and produce numerous community complaints. Problems associated with these outlets include public drunkenness, drunk driving, assaults, excessive noise, and the sale of alcohol to minors as well as drug trafficking and other criminal activities. Furthermore, the City of Vallejo has a serious problem with alcohol related traffic offenses. The Office of Traffic Safety released statistics that rank Vallejo 12<sup>th</sup> out of 50 similar cities for traffic collisions involving alcohol consumption.

The Department of Alcoholic Beverage Control has awarded the Vallejo Police Department a grant in the amount of \$125,000 to address alcohol related issues. These funds will be used to assign a police officer and community prosecutor the task of identifying issues related to the alcoholic beverage outlets in the city, devise strategies to address the problems, and to enforce the city ordinances and alcohol statutes.

**RECOMMENDATION**

Adopt the resolution approving the grant award agreement with the California Department of Alcoholic Beverage Control.

**ALTERNATIVES CONSIDERED**

None.

ENVIRONMENTAL REVIEW

Not applicable.

PROPOSED ACTION

Adopt the resolution authorizing the City Manager or his designee to execute a Grant Award Agreement with the California Department of Alcoholic Beverage Control targeting the reduction of alcohol related crimes associated with problematic alcoholic beverage outlets.

DOCUMENTS ATTACHED

- a. Resolution authorizing the City Manager or his designee to execute the attached agreement with the California Department of Alcoholic Beverage Control.
- b. Proposed Agreement with California Department of Alcoholic Beverage Control.

CONTACT PERSON

PREPARED BY: Captain JoAnn West, Vallejo Police Department  
(707) 648-4516 e-mail: [jwest@ci.vallejo.ca.us](mailto:jwest@ci.vallejo.ca.us)

STATE OF CALIFORNIA  
**STANDARD AGREEMENT**  
 STD 213 (Rev 06/03)

AGREEMENT NUMBER <b>07G-LA35</b>
REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

**Department of Alcoholic Beverage Control**

CONTRACTOR'S NAME

**City of Vallejo through the Vallejo Police Department**

2. The term of this Agreement is: **July 1, 2007, through June 30, 2008**

3. The maximum amount \$ **125,000.00**  
 of this Agreement is:

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement:

Exhibit A - Scope of Work/Project Narrative	4 pages
Exhibit B - Budget Estimate	1 page
Exhibit C - General Terms and Conditions	GTC 307*
Exhibit D - Payment Provisions	2 pages
Exhibit E - Special Terms and Conditions	1 page

*Items shown with an Asterisk (\*) are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at [www.documents.dgs.ca.gov/ols/GTC-307doc](http://www.documents.dgs.ca.gov/ols/GTC-307doc)*

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

**CONTRACTOR**

CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)

**City of Vallejo through the Vallejo Police Department**

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

**Robert W. Nichelini, Chief of Police**

ADDRESS

**111 Amador Street  
 Vallejo, CA 94590**

**STATE OF CALIFORNIA**

AGENCY NAME

**Department of Alcoholic Beverage Control**

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

**Dennis J. Clear, Assistant Director, Administration**

ADDRESS

**3927 Lennane Drive, Suite 100  
 Sacramento, CA 95834**

California Department of General  
 Services Use Only

Exempt per

## PROJECT NARRATIVE

### 1. Summary

#### a. Agency Description –

The Vallejo Police Department provides law enforcement services to a community of 121,212 residents (according to the California Department of Finance statistics) covering 50 square miles in the San Francisco Bay Area. The crime, demographic, economic, and social data, and other neighborhood indicators of sections of Vallejo paint a picture of neighborhood decay. About 10% of the residents live below the federal poverty status. Over 23% of the residents in the poorer sections of the City have no high school diploma. Vallejo's 2003 crime rate (the last available data from UCR – Vallejo PD records indicate that the crime rate has not improved over the past 3 years) of 823 Part I crimes per 100,000 population was almost double the national average rate of 475. Vallejo is ranked 64<sup>th</sup> out of the top 100 UCR rate cities (those cities with the highest crime rate). The City's UCR Crime Rate was also considerably higher than the California Rate of 579 Part I Crimes per 100,000 Population.

The Department has a total of 203 employees, with 148 sworn officers (152 authorized). Over 40 citizen volunteers regularly donate their time to the Department. Organizationally, the Department made a commitment to community policing and has maintained that strong dedication for 17 years. We established our first substation in North Vallejo in 1990. Since then, the Police Department has added two additional substations.

There are a total of 185 off-sale and on-sale alcoholic beverage licenses within the City of Vallejo. The Department has worked closely with the community to address issues that have surfaced at many of these outlets. Since 1995, the Vallejo Police Department has participated with other East Bay cities in ABC's Assistance to Local Law Enforcement Program, and successfully carried out a number of activities designed to reduce problems associated with disorderly alcohol outlets. That program, combined with ASIPS surveys conducted in 1994 and 1995, highlighted extensive alcohol-related problems in Vallejo and a high incidence of alcohol related calls for police service. Unfortunately the lack of a dedicated police resource and a dedicated prosecutor, have slowed the progress of the response team – a circumstance this grant proposal hopes to overcome. The Department was also awarded a Minor Decoy Training Project grant that started operations in October 2004 and operated through March 2006. This project was one of two in the State that received recognition from both ABC and OTS for its successful operation

#### b. Funding Requested- (Dollar amount requested.)

The Department is requesting \$125,000 to help fund a Police Officer and Community Prosecutor position.

#### c. Goals and Objectives- (List the goals and objectives of your project.)

The goal of the proposed project is to reduce the number of alcohol related crimes, traffic violations, and traffic collisions associated with the problematic off-sale and on-sale alcoholic beverage outlets within the City of Vallejo. This goal will be accomplished by successfully completing the following objectives.

1. Identify and target problematic ABC licensed establishments by 9/1/07.
2. Develop and implement a multi-agency task force concept (involving ABC, District Attorney, Health Department, code enforcement, etc.), which will include the concept of Community Prosecution by 10/1/07.
3. Develop and implement an ongoing standard operating ABC enforcement procedure and training program within the agency, which will include elements of Community Prosecution by 11/1/07.

## VALLEJO POLICE DEPARTMENT

4. Increase communication and involvement with local community groups and citizen action committees by meeting with them at least quarterly by 11/1/07.
5. Develop a policy and procedure to inform citizens in our community about this project and give periodic updates on the status and accomplishments of the project 11/1/07.
6. Implement a program, in cooperation with the Vallejo PD Traffic Division, designed to reduce DUI's; such as, routing all DUI related reports to ABC, determining location of last drink, etc by 11/1/07. This objective will dovetail with stepped up efforts by the Traffic Division to target alcohol related violations.
7. Utilize the concept of Neighborhood Revitalization and Community Prosecution to address the issues associated with problem alcohol outlets by 1/1/08.
8. To reduce calls for police service at specific (problematic) ABC licensed establishments by 25% by 6/30/08.
9. To conduct a comprehensive program evaluation and reporting to assure activities are completed, determine if goals have been achieved, and assess the program's effectiveness quarterly, with a final report to be completed by 6/30/08.

## **2. Problem Statement –**

### **a) Clearly identify the area to be served, any specific problem locations, any specific community concerns, and the factors contributing to the problem.**

Vallejo has an on-going problem with alcohol related crimes. A number of the 185 off-sale and on-sale alcoholic beverage outlets in the City generate excessive calls for police service, require an inordinate amount of police resources, and produce numerous community complaints. Problems associated with these outlets include public drunkenness, drunk driving, assaults, excessive noise, and sale of alcohol to minors, in addition to drug trafficking and other criminal activities. Furthermore, the City of Vallejo has a serious related problem with Alcohol Involved Traffic Collisions – according to Office of Traffic Safety (OTS) statistics, the City is ranked 12 out of 50 Group B cities. This issue is compounded by the fact that the City has the lowest DUI arrest rate in the state for Group B cities (ranked 1 out of 49 cities).

Approximately 34% of DUI arrests made in Vallejo are as a result of the driver being involved in a traffic collision. In addition, according to a report funded by the OTS (City of Vallejo: A Traffic Safety Evaluation - July 2006 by Kellar and DeRobertis - Page 36) "A departmental goal should be to keep the %DUI-PCF at no more than 5%. Total and Reportable collisions involving DUI (for Vallejo) have been over the 5% level for all of the last 5 years." The report goes on to say that ".....the goal is attainable and can be achieved with some directed DUI enforcement." The report on Page 37 also indicates that, "When 20% or more DUI arrests are the result of collision investigations, indications are that a police department is being more reactive than proactive to their DUI problem. Vallejo has been over the 20% level for at least the last 5 years. A reasonable goal to maintain is keeping this figure at no more than 10% annually. DUI collision data indicates there is a minimum of 800 - 900 DUI arrests to be made in Vallejo annually." DUI arrests have been no higher than 343 in the past 5 years.

## **3. Project Description –**

In order to address the alcohol related issues discussed above, it is imperative that the Department dedicate resources specifically intended to solve them. By dedicating a police officer position and an Assistant District Attorney Position to identify issues related to the off-sale and on-sale alcoholic beverage outlets in the City, devise strategies to address the problems, and vigorously enforcing the City ordinances and alcohol statutes, the problems will be diminished. Of particular interest to the Department is introducing the concept of Community Prosecution to the community. Community prosecution puts



into practice the belief that crime problems are best prevented and solved when community members work with prosecutors and the police. Generally, community prosecution initiatives deploy prosecutors or, in some jurisdictions, non-legal staff in the community to identify the public safety concerns of residents and to seek their participation in developing and implementing strategies to address the problems that are the community's highest priorities. Community prosecution represents a distinct departure from the case and conviction orientation of traditional prosecution. Instead, community prosecution seeks ways to prevent and reduce crime through initiatives that range from cleaning up and maintaining public parks to using civil sanctions to attack nuisance crime. The community prosecution model would allow the community prosecutor to extend and enhance ABC's ability to regulate licenses by utilizing and applying other sections of the law. As an example, a community prosecutor could bring pressure to bear on problematic licensees through enforcement of such issues as tobacco sales violations, etc. in addition to alcohol related violations. This will include both civil and criminal prosecution for unlawful business practices.

**a. Describe in detail the goals and objectives you wish to accomplish.**

The objectives that the Department has established for the proposed project (as listed in Section 1c. above) will provide a "road map" for addressing the alcohol related issues in the community. A summary is provided below:

1. By identifying the most problematic outlets in the community and targeting them with specific enforcement strategies, the Department will be able to more efficiently address the most severe issues associated with them. Furthermore, the ability to dedicate an officer to this effort will ensure more productive and consistent results.
2. Developing and implementing a multi-agency task force is the core of the Community Prosecution process that includes the community as a partner. The program stresses interagency collaboration and partnerships with the police, city attorney, housing authority, community court/other court, other justice agencies (probation, pretrial services), other social services agencies, and other regulatory agencies. The partnership that is a key to this proposal is the collaboration between the Vallejo Police Department, Solano County District Attorney, and ABC. This very powerful triad will give additional oversight of ABC licensees.
3. By developing and implementing a standard operating procedure and training program that stresses community prosecution, the proposed program will be established utilizing proven methods of enforcement. It will ensure that the Police Department resources and the Assistant District Attorney assigned to the team have a "blue print" that guides them through the community prosecution process. It will ensure that ABC training be provided to the police and district attorney resources as a team – which will provide efficiency and consistency with the program.
4. Increasing communication and involvement with the community is another key element of the community prosecution process. The role of the community in the program includes: Advisory, core participants in problem solving, core participants in implementation, and recipient of prosecutor services.
5. To ensure that the community is kept abreast of the progress of the program, the Department will develop a policy and procedure to inform citizens in our community about this project and give periodic updates on the status and accomplishments of the project.
6. As described above, DUI's are a major concern for the Department. The proposed program will dovetail with the Office of Traffic Safety programs that have been implemented or will be implemented in the months ahead. The Community Prosecution team will work closely with the Department's Traffic Division to address the DUI issues.

VALLEJO POLICE DEPARTMENT

7. By developing and implementing the concepts of Neighborhood Revitalization (a concept that has been very successful in various neighborhoods in the community) and Community Prosecution, the community as a whole will be part of the solution in dealing with the problematic outlets.
8. Among the many successes that will be accomplished, the number of Calls For Service at these problem outlets will decrease by as much as 25% by the end of the grant year.
9. A final report will be completed that outlines the progress that was accomplished during the grant year.

**4. Project Personnel –**

**a. Include the number of staff, type of staff, and staff qualifications.**

The program outlined in this proposal includes dedicating a Police Officer to the program. The position will be filled by a senior officer with experience in ABC programs that the Department is currently conducting, or has conducted in the past (grant funds will be utilized to hire a police officer to “back fill” the senior officer position, in order to ensure that supplanting does not occur). In addition, an Assistant District Attorney (ADA) from the Solano County District Attorney’s Office will be dedicated to the program. The position will be filled by an ADA with experience in community prosecution. In addition to these positions, the Department will utilize other resources as needed, including the Traffic Division.

**b. Include unit/division that will be responsible for the grant.**

The grant program will be assigned to the Central Community Station.

**c. Include the names, rank, and current assignment of personnel involved.**

The grant will be supervised by the Central Community Station Supervisor, Lieutenant Reginald Garcia.

**5. Budget**

**a. ABC 800C Budget Estimate**

The Vallejo Police Department is requesting the following grant funds:

Personnel Costs

Police Officer	\$100,000
Assistant District Attorney	<u>\$ 25,000</u>
Total	\$125,000

A Budget Estimate Form is attached.

**b. ABC 800D Other Funding Sources - Describe other funds that your Department will contribute towards the success of this project.**

The Department and its partner the Solano County District Attorney’s Office are contributing the following Other Funds (A Other Funding Source Form is attached):

Personnel Costs

(To make up the difference in the actual costs of Officer and ADA)	\$46,459
Operating Expenses	\$ 2,500
Travel/Registration Fees	\$ 3,500
Equipment (Office and Police Officer Equipment)	<u>\$30,000</u>
<b>TOTAL</b>	<b>\$82,459</b>

## BUDGET ESTIMATE

BUDGET CATEGORY AND LINE-ITEM DETAIL	COST
<b>A. Personnel Services (salaries, overtime, and benefits)</b>	(Round budget amounts to nearest dollar)
Police Officer 12 Months @ \$8565/Month @ 1.0 FTE = \$102,780* Employee Benefits estimated at 35.2% = \$36,179*	
*NOTE: GRANT REQUEST IS LIMITED TO A TOTAL OF \$100,000	<b>\$100,000</b>
Assist. District Attorney 12 Months @ \$8333/Month @ .25 FTE = \$25,000* Employee Benefits estimated at 30% = \$7,500*	
*NOTE: GRANT REQUEST IS LIMITED TO A TOTAL OF \$25,000	<b>\$25,000</b>
<b>TOTAL PERSONNEL SERVICES</b>	<b>\$125,000</b>
<b>B. Operating Expenses (maximum \$2,500)</b>	
N/A	<b>\$0</b>
<b>TOTAL OPERATING EXPENSES</b>	<b>\$0</b>
<b>C. Equipment (maximum \$3,000)</b>	
N/A	<b>\$0</b>
<b>TOTAL EQUIPMENT</b>	<b>\$0</b>
<b>D. Travel Expense/Registration Fees (maximum \$3,500)</b>	<b>\$0</b>
Registration for July 2007 GAP Conference <u>2</u> Attendees at \$150 each Registration for January 2008 Conference <u>2</u> Attendees at \$150 each	
<b>TOTAL TRAVEL EXPENSE</b>	<b>\$0</b>
<b>TOTAL BUDGET ESTIMATE, ALL CATEGORIES</b>	<b>\$125,000</b>

## Payment Provisions

1. **INVOICING AND PAYMENT:** Payments of approved reimbursable costs (per Budget Detail attached) shall be in arrears and made via the State Controller's Office. Invoices shall be submitted in duplicate on a **monthly basis** in a format specified by the State. Failure to submit invoices and reports in the required format shall relieve the State from obligation of payment. Payments will be in arrears, within 30 days of Department acceptance of Contractor performance, pursuant to this agreement or receipt of an undisputed invoice, whichever occurs last. Nothing contained herein shall prohibit advance payments as authorized by Item 2100-101-3036, Budget Act Statutes of 2007.
2. Revisions to the "Project Narrative" and the "Budget Estimate" may be requested by a change request letter submitted by the Contractor. If approved by the State, the revised Grant Assistance Program Narrative and/or Budget Estimate supersede and replace the previous documents bearing those names. A contract amendment will be required to implement any such changes with the exception that changes in a budget line item of expense not to exceed five percent (5%) of the line item may be authorized without requiring a contract amendment if the total amount of the contract remains unchanged.
3. Contractor agrees to refund to the State any amounts claimed for reimbursement and paid to Contractor which are later disallowed by the State after audit or inspection of records maintained by the Contractor.
4. Only the costs displayed in the "Budget Estimate" are authorized for reimbursement by the State to Contractor under this agreement. Any other costs incurred by Contractor in the performance of this agreement are the sole responsibility of Contractor.
5. Title shall be reserved to the State for any State-furnished or State-financed property authorized by the State which is not fully consumed in the performance of this agreement. Contractor is responsible for the care, maintenance, repair, and protection of any such property. Inventory records shall be maintained by Contractor and submitted to the State upon request. All such property shall be returned to the State upon the expiration of this contract unless the State otherwise directs.
6. If travel is a reimbursable item, the reimbursement for necessary traveling expenses and per diem shall be at rates set in accordance with Department of Personnel Administration rates set for comparable classes of State employees. No travel outside of the State of California shall be authorized. No travel shall be authorized outside of the legal jurisdiction of Contractor without prior authorization by the State.

## Exhibit D

7. Prior authorization by the State in writing is required before Contractor will be reimbursed for any purchase order or subcontract exceeding \$3,000 for any articles, supplies, equipment, or services to be purchased by Contractor and claimed for reimbursement. Contractor must justify the necessity for the purchase and the reasonableness of the price or cost by submitting three competitive quotations or justifying the absence of bidding.
8. Prior approval by the State in writing is required for the location, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar, workshop or conference, and over any reimbursable publicity or educational materials to be made available for distribution. Contractor is required to acknowledge the support of the State whenever publicizing the work under the contract in any media.
9. It is understood between the parties that this contract may have been written before ascertaining the availability of appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the contracts were executed after that determination was made.
10. BUDGET CONTINGENCY CLAUSE - It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

### Special Terms and Conditions

1. Disputes: Any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Director, Department of Alcoholic Beverage Control, or designee, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Department shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the State a written appeal addressed to the Director, Department of Alcoholic Beverage Control. The decision of the Director of Alcoholic Beverage Control or his duly authorized representative for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, Contractor shall proceed diligently with the performance of the contract and in accordance with the decision of the State.
2. Termination Without Cause: Either party may terminate this agreement at any time for any reason upon ten (10) days written notice. No penalty shall accrue to either party because of contract termination.
3. Contract Validity: This contract is valid and enforceable only if approved by the Office of Legal Services, State Department of General Services, if required, and if adequate funds are appropriated in Item 2100-101-3036, Budget Act of 2007, for the purposes of this program.
4. Contractor Certifications: By signing this agreement, Contractor certifies compliance with the provisions of CCC 307, Standard Contractor Certification Clauses. This document may be viewed at: [www.dgs.ca.gov/contracts](http://www.dgs.ca.gov/contracts).
5. If the State determines that the grant project is not achieving its goals and objectives on schedule, funding may be reduced by the State to reflect this lower level of project activity.



CONSENT D

**Agenda Item No.**

**COUNCIL COMMUNICATION**

**Date:** July 10, 2007

**TO:** Honorable Mayor and Members of the City Council  
**FROM:** Gary A. Leach, Public Works Director *DL*  
**SUBJECT:** CONSIDERATION OF THREE RESOLUTIONS APPROVING THE GRAHAM GARDENS SUBDIVISION

**BACKGROUND AND DISCUSSION**

Graham Gardens subdivision is located at the southeast corner of Mini Drive and Stanford Drive north of Highway 37. This project will install a private street within the subdivision that will connect Mini Drive to Stanford Drive.

On June 16, 2003, the Planning Commission approved Tentative Map No. 02-05 and Planned Development No. 02-0009 for Graham Gardens Subdivision. The developer of this subdivision is Vallejo Neighborhood Housing Services (Developer). The Developer has complied with the Conditions of Approval of Tentative Map, prepared improvement plans, grading plans and final map, posted the required bonds, paid the required fees and signed the Subdivision Agreement. The Developer has provided performance and material bonds in the total amount of \$902,700 as security for completing this project.

The Developer proposes to construct public and private improvements for the proposed subdivision. The subdivision improvements include street, storm drain pipes, sanitary sewer pipes, water lines, landscaping, street lights and joint trench improvements. This subdivision totals 2.0 acres of land consists of 22 single family homes.

Certain project landscaping and front entry steps for Units 1 through 10 are encroaching onto the Mini Drive right-of-way behind the sidewalk. The Developer is entering into an Encroachment Agreement with the City for the maintenance of private improvements.

**Fiscal Impact**

Engineering plan check and inspection fees for grading and improvements in the amount of \$55,915 have been paid.

**RECOMMENDATION**

Staff recommends adopting the three resolutions: 1) approving the Final Map; 2) approving the Plans and Specifications; and 3) authorizing the City Manager to sign a



Subdivision Improvement Agreement and an Encroachment Agreement with Vallejo Neighborhood Housing Services, Inc., Non-Profit Public Benefit Corporation, a California Corporation.

### ENVIRONMENTAL REVIEW

A Mitigated Negative Declaration was adopted by the Planning Commission on June 16, 2003 for this project.

### PROPOSED ACTION

Adopt the three resolutions: 1) approving the Final Map; 2) approving the Plans and Specifications; and 3) authorizing the City Manager to sign a Subdivision Improvement Agreement and an Encroachment Agreement with Vallejo Neighborhood Housing Services, Inc., Non-Profit Public Benefit Corporation, a California Corporation

### DOCUMENTS AVAILABLE FOR REVIEW

- a. A resolution approving the Final Map.
- b. A resolution approving the Plans and Specifications.
- c. A resolution authorizing the City Manager to sign a Subdivision Improvement Agreement and an Encroachment Agreement
- d. A site location map.

### CONTACT PERSONS

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

David A. Kleinschmidt, City Engineer  
648-4317  
[david@ci.vallejo.ca.us](mailto:david@ci.vallejo.ca.us)

Enayat Haidari, Sr. Civil Engineer  
648-4301  
[Enayat@ci.vallejo.ca.us](mailto:Enayat@ci.vallejo.ca.us)

JULY 10, 2007  
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**RESOLUTION NO. 07-\_\_\_\_\_ N.C.**

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

WHEREAS, that the City Manager is hereby authorized to sign and the City Clerk to attest the signing of two agreements:

- 1) a Subdivision Improvement Agreement , and
- 2) an Encroachment agreement

by and between the City of Vallejo and Vallejo Neighborhood Housing Services, Inc., Non-Profit Public Benefit Corporation, a California Corporation, providing for the construction of access and utility improvements in the Graham Gardens Subdivision and also for maintenance of private improvements within the city right-of-way, Vallejo, Solano County, California, a true copy of said Agreement being attached hereto and made a part thereof.

JULY 10, 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 Tentative Map No.02-05 and Plan Development #02-0009 of that certain subdivision entitled "Graham Gardens Tentative Map" applied by Vallejo Neighborhood Housing Services, Inc., Non-Profit Public Benefit Corporation, a California Corporation, was approved by the Planning Commission on June 16, 2003; and

WHEREAS, the Final Map, entitled "GRAHAM GARDENS" has been filed by Vallejo Neighborhood Housing Services, Inc., Non-Profit Public Benefit Corporation, a California Corporation for approval and it has been determined that said Final Map is in conformance with the applicable requirements of the Subdivision Ordinance No. 1056 N. C. (2<sup>nd</sup>), as amended, of the City of Vallejo.

NOW, THEREFORE, BE IT RESOLVED that the offers of dedication to the City of Vallejo as designated in said Final Map is and the same are hereby accepted, subject to City Standard Improvements.

BE IT FURTHER RESOLVED that said Final Map be and the same is hereby approved and placed in the custody of the City Clerk and the Clerk is directed to record or cause to be recorded the same in the office of the County Recorder of Solano County, California, provided that the signer of said map is the recorded owners of said property shown on said map at the time of recordation, and after the developer of said subdivision has executed a Subdivision Improvement Agreement between themselves and the City of Vallejo providing for the construction of completed street and utility improvements, a complete water distribution system and complete landscape and irrigation and fencing improvements satisfactory to the City Manager within a period of two (2) years at their sole cost and expense.

JULY 10, 2007

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

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

WHEREAS, that those certain Plans and Specifications for the Construction of Street, Utility and Landscaping Improvements for Graham Gardens Subdivision, Vallejo, Solano County, California as listed below and the same are hereby approved and adopted; subject to being reviewed and approved by the City Engineer and a true copy therefore shall be filed in the Office of Clerk of the City of Vallejo:

- 1) Grading and Improvement Plans consisting of 13 sheets prepared by Gilbert A. Fitch & Associates, Inc.
- 2) Joint Trench Plans consisting of 2 sheets prepared by PG&E Copmany.
- 3) Street Light Plans consisting of 5 sheets, prepared by Bay Area Consulting Engineers, Inc.
- 3) Landscaping, Irrigation and Fencing Plans consisting of 7 sheets prepared by Gretchen Stranzl McCann Landscape Architects, Napa, California.

JULY 10, 2007

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**SUBDIVISION IMPROVEMENT AGREEMENT**

**Graham Gardens**

THIS SUBDIVISION IMPROVEMENT AGREEMENT ("Agreement"), made and entered into in triplicate at Vallejo, California, this \_\_\_\_ day of \_\_\_\_\_, 2007, by and between the City of Vallejo, a municipal corporation, ("CITY"), and Vallejo Neighborhood Housing Services, Inc., a California non-profit public benefit corporation("DEVELOPER") whose business address is 610 Lemon Street, Vallejo, CA 94590.

**WITNESSETH**

WHEREAS, DEVELOPER has presented to CITY for approval and recordation a final subdivision map of a proposed subdivision pursuant to provisions of the Subdivision Map Act of the State of California and CITY ordinances and regulations relating to the filing, approval and recordation of subdivision maps (collectively referred to as "Subdivision Laws"); and

WHEREAS, it is mutually agreed that the subdivision known as Graham Gardens", is the same as shown and delineated on that certain Tentative Map No. 02-0005 entitled "Graham Gardens" and Planned Development Unit Plan No. 02-0009 approved by the City Planning Commission on June 16, 2003 ("Subdivision"); and

WHEREAS, it is mutually agreed by the CITY and DEVELOPER ("Parties") hereto that complete street improvements shall be constructed on streets , avenues, easements, rights of way, and open spaces within the boundary of, and in the vicinity the Subdivision , and in accordance with the Plans and Specifications therefore. Said Improvements shall include but not be limited to those specified in **Exhibit "A"** Graham Gardens Improvements, and **Exhibit "B"** Graham Gardens grading dated February 21,2007 (collectively the "IMPROVEMENTS"); and

WHEREAS, in consideration of approval of the final map for Subdivision by the City Council of the City of Vallejo, DEVELOPER agrees to install and complete, at DEVELOPER'S own expense, the IMPROVEMENTS, which includes both Private Improvements and Public Improvements, as shown in those certain Special Specifications entitled General Notes, Subdivision Improvement Plans, Vallejo, Solano County, California, and those certain Special Plans being listed therein (collectively referred to hereinafter as "Plans"), together with the applicable portions of the Regulations and Standard Specifications for Public Improvements of the City of Vallejo, all of same being incorporated herein by this reference

**NOW, THEREFORE**, in consideration of the approval and recordation by CITY of the final map for Subdivision and the mutual obligations set forth herein, the parties agree as follows:

## **DEVELOPER'S OBLIGATIONS**

### **1.0 General**

- 1.1 DEVELOPER shall comply with all the requirements of the conditions of said Tentative Map No. 02-0005 and Planned Development Unit Plan No. 02-0009.
- 1.2 DEVELOPER shall at all times maintain proper facilities and safe access for inspection of the IMPROVEMENTS by CITY and to the shops wherein any work is in preparation.
- 1.3 Within 30 days of execution of this Agreement DEVELOPER shall submit on CD-ROM, line work for final map in AutoCAD 2000 Drawing format according to the CAD Line Work Specifications listed in section 15.2.

### **2.0 Completion of IMPROVEMENTS**

- 2.1 DEVELOPER shall complete all IMPROVEMENTS as shown on the Plans, without cost to the CITY, within the period of time hereinafter set forth; and in conformance with the "City of Vallejo Regulations and Standard Specifications for Public Improvements," dated August 1992, and the "Vallejo Sanitation and Flood Control District, Master Bid Document," dated January 2005, and any approved revisions thereto, (collectively referred to as "Specifications") all of which are incorporated herein by this reference.
- 2.2 DEVELOPER shall complete said IMPROVEMENTS within two (2) years of the date of this Agreement, or delay excused by CITY. Should the IMPROVEMENTS not be accepted by CITY within said two (2) years, through no fault or delay by City, DEVELOPER shall make a written request to CITY for an extension of time to complete said IMPROVEMENTS. In the event that good cause exists as reasonably determined by CITY, the time for completing of the IMPROVEMENTS may be extended. In the event delay is specifically caused by City, good cause for extension shall exist and Developer shall be granted a reasonable extension of time in order to complete the improvements. The approval of the extension shall be executed by the City Manager. Any such extension may be granted without notice to DEVELOPER'S Surety and shall not affect the validity of this Agreement or release the Surety or Sureties on any security given for this Agreement. The City Manager, or his or her designee, shall be the sole and final judge as to whether or not good cause has been shown to entitle DEVELOPER to an extension. Delay, other than delay in the commencement of work, caused by strike, boycotts, similar actions by employees or labor organizations, which prevent the conducting of work, and which were not caused by or contributed to by DEVELOPER, shall constitute good cause for an

extension of the time for completion. As a condition of such extension, the City Manager, or his or her designee, may require DEVELOPER to furnish new security guaranteeing performance of this Agreement as extended in an increased amount as necessary to compensate for any increase in construction costs as determined by the City Engineer.

- 2.3 DEVELOPER shall, at DEVELOPER'S own expense, obtain all necessary permits and licenses for the construction and installation of the IMPROVEMENTS, give all necessary notices and pay all fees and taxes required by law.
- 2.4 DEVELOPER shall pay the fee for time extension of the improvement plan in accordance with the City Fee Schedule unless said delay is specifically caused by City in which event Developer shall not be required to pay an extension fee.
- 2.5 Upon completion of the IMPROVEMENTS, DEVELOPER may request a final inspection by the City Engineer, or his or her designee. If the City Engineer determines that the work has been completed in accordance with this Agreement, then the City Engineer shall certify the completion of the IMPROVEMENTS to the City Council. The IMPROVEMENTS shall not be finally accepted unless all aspects of the work has been inspected and determined to have been completed in accordance with the Plans and Specifications. DEVELOPER shall certify that said work and the IMPROVEMENTS are free of liens and encumbrances.
- 2.6 Upon acceptance of the IMPROVEMENTS by the City Council of the City of Vallejo and recordation of a Notice of Completion, ownership of all or any category of Public Improvements shall vest in CITY or other specified, governmental agency(ies) or public utility as appropriate and ownership of all or any category of Private Improvement shall vest in the Homeowners Association.
- 2.7 DEVELOPER shall notify CITY'S Public Works Department forty eight (48) hours prior to commencement of construction of the IMPROVEMENTS.
- 2.8 In addition to the rights, duties, and controls which may be exercised by the CITY over this project as set forth above and in the event DEVELOPER should fail to complete all or any portion of the work, improvements, or construction herein mentioned within a period of two (2) years from and after the date of this Agreement, CITY shall have the right to perform the whole or portion of said work, not completed, at the sole cost and expense of DEVELOPER; unless said work is delayed due to causes beyond the control of the DEVELOPER, in which case DEVELOPER will be granted additional time to complete the work.

### **3.0 Plan Check and Inspection Fees**

DEVELOPER shall pay to the CITY all required Plan Check Fees and Inspection Fees based on the Engineer's Cost Estimate of the improvements prepared by Gilbert A. Fitch & Associates, Inc., dated February 21, 2007, pursuant to the Resolution No. 02-55 N. C. of CITY, to cover the cost of engineering and inspection of the IMPROVEMENTS, and the compilation of required reports pertaining thereto.

#### **4.0 Warranty**

DEVELOPER agrees to remedy any defect in the IMPROVEMENTS arising from faulty or defective design or construction of said IMPROVEMENTS occurring within twelve (12) months after acceptance by CITY.

#### **5.0 Water Supply**

DEVELOPER shall provide a water supply to all contractors and subcontractors constructing the IMPROVEMENTS. DEVELOPER will use treated effluent (non-potable) water, for the construction of improvements, when such water is available from the Vallejo Sanitation and Flood Control District or when such water is not available DEVELOPER will use potable water to be furnished from the nearest approved CITY water line or hydrant upon receipt of proper permit and payment of fees and deposit by DEVELOPER to CITY for metering and water usage.

#### **6.0 Surety in the Form of Bonds**

6.1 DEVELOPER shall furnish surety to CITY for the IMPROVEMENTS concurrent with the execution of this Agreement as follows:

6.1.1 Faithful performance bond in the amount of Four Hundred Sventy Seven Thousand Four Hundred Dollars (\$477,400.00) , which constitutes one hundred percent (100%) of the amount of public improvements set forth in Exhibit A; and

6.1.2 Payment (Labor and Materials) in the amount of Two Hundred Thirty Eight Thousand Seven Hundred Dollars (\$238,700.00.00), which constitutes fifty percent (50%) of the amount of public improvements set forth in Exhibit A; and

6.1.3 Performance Bond for Grading in the amount of One Hundred Twenty Four Thousand Four Hundred Dollars (\$124,400.00), which constitutes one hundred percent (100%) of the amount of grading set forth in Exhibit B; and

6.1.4 Grading Payment (Labor and Materials) Bond in the amount of Sixty Two Thousand Two Hundred Dollars (\$62, 200.00), which constitutes fifty percent (50%) of the amount of the grading set forth in Exhibit B.

- 6.2 Upon final acceptance of the IMPROVEMENTS by the CITY, a warranty bond for a period of one (1) year in the amount of Forty Seven Thousands Seven Hundred Forty Dollars (\$47,740.00), which constitutes ten percent (10%) of the amount of the public improvements set forth in Exhibit A.
- 6.3 The bonds described in this section shall be provided in a form reasonably acceptable to the CITY and in conformance with section 66499 of the California Government Code.

## **7.0 Construct a Water Distribution System**

DEVELOPER shall construct a water distribution system within the boundaries of, and in the vicinity of Subdivision for the purpose of furnishing a public water supply to the lots and land within the boundaries of Subdivision. The types, sizes, and amounts of materials, pipe, and appurtenances of same, the overall design and methods of construction shall all be in conformance with the Plans therefore prepared by the Developer and approved by the City Engineer. DEVELOPER shall pay the CITY the cost of tie-ins to the existing water system, the cost of sterilization and other incidental costs attributable to construction of the water distribution system.

## **8.0 Progress & Daily Reports**

DEVELOPER shall or shall cause its General Contractor to submit progress reports and daily reports generated by the project soils engineer, soils technicians and other firm representatives of the soils engineer regarding site grading to the CITY in a timely manner and no later than a week after generation of such report to provide the CITY with current information relative to the grading operation. Acceptance of mass grading by the CITY is subject to submittal of a complete and comprehensive final soils report from the subdivision soils engineer to the reasonable satisfaction of the City Engineer.

## **9.0 Street, Light, & Utility**

9.1 DEVELOPER shall construct a street lighting, power, gas, telephone and Cable TV conduit system, complete with standards and bases therefore, with the overall design and methods of construction of which are subject to approval by the City Engineer and shall be in conformance with applicable requirements of Pacific Gas & Electric Company, ATT and CITY'S cable television franchise.

## **10.0 Grading Permit**

Prior to the start of construction, DEVELOPER shall be required to obtain a grading permit from the Public Works Department for the mass grading operations.



**11.0 Damage to Public Improvements, Public Property or Public Utilities Facilities**

DEVELOPER shall replace or have replaced, or repair or have repaired, as the case may be, all public improvements, public utilities facilities and surveying or subdivision monuments which are destroyed or damaged as a result of any work under this Agreement. DEVELOPER shall bear the entire cost of replacement or repairs of any and all public improvements or public utility property damaged or destroyed by reason of any work done under this Agreement, whether such property is owned by the United States or any agency thereof, or the State of California, or any agency or political subdivision thereof, or by CITY or any public or private utility corporation or by any combination of such owners. Any repair or replacement shall be to the reasonable satisfaction, and subject to the approval, of the City Engineer.

**12.0 Damage to IMPROVEMENTS**

Until such time as the IMPROVEMENTS are accepted by CITY, DEVELOPER shall be responsible for and bear the risk of loss to any of the IMPROVEMENTS constructed or installed. Until such time as all IMPROVEMENTS required by this Agreement are fully completed and accepted by CITY, DEVELOPER will be responsible for the care maintenance of, and any damage to such IMPROVEMENTS. CITY shall not, nor shall any officer or employee thereof, be liable or responsible for any accident, loss or damage, happening or occurring to the work or IMPROVEMENTS specified in this Agreement prior to the completion and acceptance of the work or IMPROVEMENTS, excepting those losses caused by the sole negligence or willful misconduct of the CITY. All such risks, except for those caused by the sole negligence or willful misconduct of the CITY, shall be the responsibility of and are hereby assumed by DEVELOPER.

**13.0 Prior to Issuance of any Building Permits, Developer shall:**

13.1 Obtain a grading permit from the Public Works Department for disposition of foundation, trenches and other building spoils. Designated "open space" areas shall not be used as a spoil site unless approved in writing by City Engineer. At DEVELOPER'S option, the front yard setback may be undercut to accept the building spoils subject to approval in writing of the City Engineer and concurrence by the DEVELOPER only if done during the mass grading operations, when a grading permit has been issued for the mass grading.

13.2 Submit to City evidence of the disclosure in the deed to the home buyer, if any, of any subdrains shallower than fifteen (15) feet that are crossing single family lots.

13.3 Pay all applicable water service connection fees in accordance with the current fee schedule in effect at the time of building permit application.

- 13.4 Secure approval of the Covenants, Conditions and Restrictions by the City Attorney, Planning Manager, VSFCD and Public Works Director.
- 13.5 Secure approval of plans from the Planning Manager and City Engineer for the construction of landscaping, irrigation system, and fencing in conformance with the City Landscape Guidelines. CITY and DEVELOPER agree to work diligently toward approval of these landscaping plans.
- 13.6 Secure approval from the City Engineer of a detailed street light and utility improvement plan prepared by DEVELOPER'S electrical engineer
- 13.7 Establish a Homeowners Association for operation and maintenance of private common areas, private landscaping, irrigation system, drainage system, fences, masonry walls, private streets and appropriate signage and hardware, private street light system, and other private facilities subject to the approval of the Planning Division, Public Works Director, and the City Attorney. The Covenants, Conditions and Restrictions of all deeds issued within the Subdivision shall contain provisions requiring participation in the said Homeowners Association.
- 13.8 File a petition with CITY, pursuant to California Vehicle Code section 21107.7, requesting that the private roads in the Subdivision be made subject to the California Vehicle Code.

**14.0 Prior to Occupancy of homes in Subdivision, DEVELOPER shall:**

- 14.1 Record the Covenants, Conditions and Restrictions for the Subdivision with the Solano County Recorder's Office and provide a confirmed copy of the recorded Covenants, Conditions and Restrictions to the Public Works Director.
- 14.2 All utilities and street improvements supporting the units to be occupied shall be substantially complete to the satisfaction of the City Engineer.
- 14.3 Prior to occupancy of first lot install signs at the entrance of the Subdivision pursuant to California Vehicle Code section 21107.7 and CITY standards providing notice that the Subdivisions private roads are subject to the California Vehicle Code and install "No Parking" sign along Subdivision's private road at locations approved by the CITY'S Traffic Engineer.
- 14.4 Install street trees as required by Vallejo Municipal Code section 15.05.190 and in accordance to the landscape plans approved by CITY. The trees shall be selected from CITY approved street tree list. Trees shall be planted so as to allow for clear line of sight; and
- 14.5 Install required backyard/sideyard and slope planting (slopes exceeding twelve (12) vertical feet). Slope planting shall be certified by a landscape

architect. DEVELOPER'S landscape architect shall inspect the installation and review the maintenance program for private rearyard landscaping. DEVELOPER shall be responsible for maintaining the irrigation and landscaping systems for a period of six months following occupancy and/or installation of the irrigation and planting. At the end of the six (6) month maintenance period, the landscape architect shall evaluate each lot to assure that at least seventy five percent (75%) of the intended vegetation has been established on the slope. The landscape architect shall notify the Planning Division in writing that the slope landscaping has been installed per plan and maintained, or if certain lots are deficient in plant coverage. If plant coverage is deficient, DEVELOPER shall replant the material and provide additional ninety (90) day maintenance period.

**15.0 Prior to the acceptance of the IMPROVEMENTS by CITY, DEVELOPER shall:**

15.1 Provide "as-built" plans for grading, improvements, street light and joint trench utilities prepared and certified by the subdivision engineer. Submit the following finalized and signed sets of as-built plans:

- (a) One set of 3-mil photo wash off mylars and two sets of blue prints to the CITY.
- (b) One set of re-producible and one set of blue lines to the Vallejo Sanitation and Flood Control District.
- (c) One set of re-producible of IMPROVEMENTS plans and one set of blue lines to the City Utility (Water) Department.

Improvement & Grading Plans: If line work for as-built improvement & grading plans in AutoCAD 2000 Drawing format are not available according to CAD Line Work Specifications, then submit on CD-ROM, scan files of these plans at 300 DPI minimum and in TIFF format.

**CAD Line Work Specifications**

Coordinate System: State Plane – California Zone II  
Horizontal Datum: North American Datum of 1983 (NAD83)  
Vertical Datum: National Geodetic Vertical Datum of 1929 (NGVD29)  
Units: U.S. Survey Feet

15.2 Have its landscape architect for the project perform a complete field review of the landscape, irrigation, and planting within the project and provide the CITY in writing, a certificate that all landscaping, planting and irrigation within the project is in full compliance with the CITY ordinances and guidelines and approved landscape, planting and irrigation plans.

- 15.3 Deliver to CITY a letter from Pacific Gas & Electric Company indicating the street lighting has been completed and is functioning.
- 15.4 Submit to the CITY the cost of construction for street improvement (excluding sanitary sewer, storm drain and water line) and total mileage of streets within the Subdivision;
- 15.5 Provide cost of construction of water line to the CITY and a cost of construction of the sanitary sewer and storm drain system to the Vallejo Sanitation and Flood Control District;
- 15.6 Provide the CITY with recorded copies of lot line adjustments, if any;
- 15.7 Submit to CITY a letter from the DEVELOPER'S subdivision engineer/surveyor stating that all monuments as shown on the Final Map have been installed in their exact positions without any deviation from the maps and DEVELOPER has paid the subdivision engineer/surveyor for the installation.
- 15.8 Submit a report from the DEVELOPER'S soils engineer stating that the erosion control measures in the open space area are installed and that the general stability of the slopes are to his satisfaction and acceptable to CITY;
- 15.9 The Homeowners Association must accept all or any category of Private Improvement constructed as part of the IMPROVEMENTS and provide notice of said acceptance to CITY.
- 15.10 Until final acceptance of the IMPROVEMENTS, DEVELOPER shall give reasonable warning to the public of each and every dangerous condition existent in said IMPROVEMENTS, and will take all reasonable actions to protect the public from such dangerous condition.

#### **16.0 Recyclable/Salvageable Materials**

DEVELOPER shall submit a Waste Management Plan (WMP) for the construction of the IMPROVEMENTS to the CITY'S Recycling Coordinator for approval. DEVELOPER is required to list in the WMP the materials that will be recycled, reused or disposed, resulting from construction of the IMPROVEMENTS. DEVELOPER is required to recycle or reuse a minimum of seventy five percent (75%) of asphalt and concrete, and fifty percent (50%) of all other demolition debris generated by the construction of the IMPROVEMENTS. Hazardous materials shall be discounted in the calculation of this recycle or reuse requirement.

## 17.0 Indemnification

17.1 DEVELOPER shall defend, indemnify, and hold harmless CITY, its officers, officials, directors, employees, agents, volunteers and affiliates and each of them and VSFCO, 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 DEVELOPER'S operations, or any subcontractor's operations, to be performed under this Agreement for DEVELOPER'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 DEVELOPER, 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 or VSFCO.

Approval of insurance coverage does not in any way relieve DEVELOPER of any liability.

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

17.2 Acceptance by CITY of the IMPROVEMENTS shall not constitute an assumption by CITY of any responsibility for any damage or taking covered by this section. CITY shall not be responsible for the design or construction of the Subdivision or the action or inaction taken by CITY in approving the plans or maps, unless the particular improvement design was specifically required by CITY over written objections by DEVELOPER submitted to the City Engineer before approval of the particular improvement design, which objection indicated that the particular improvement design was dangerous or defective and suggested an alternative safe and feasible design. Except as may be provided above, CITY shall not be liable for any negligence, nonfeasance, misfeasance or malfeasance in approving, reviewing, checking, or correcting any plans or specifications or in approving, reviewing or inspecting any work or construction. Nothing contained in this section is intended to or shall be deemed to limit or waive any protections or immunities afforded by law to CITY, its officials, agents and employees, by virtue of CITY'S approval of the plan or design of the IMPROVEMENTS, including without limitation the protections and immunities afforded by Government Code Section 830.6. After acceptance of the IMPROVEMENTS, DEVELOPER shall remain obligated to eliminate any defect in design or dangerous condition caused

by the design or construction defect; however, DEVELOPER shall not be responsible for routine maintenance. Provisions of this section shall remain in full force and effect for ten (10) years following the acceptance by CITY of the IMPROVEMENTS. It is the intent of this section that DEVELOPER shall be responsible for all liability for design and construction of the IMPROVEMENTS installed or work done pursuant to this Agreement and that CITY shall not be liable for any negligence, nonfeasance, misfeasance or malfeasance in approving, reviewing, checking, or correcting any plans or specifications or in approving, reviewing or inspecting any work or construction. The improvement security shall not be required to cover the provisions of this section.

## **18.0 Insurance**

DEVELOPER shall not commence construction of the IMPROVEMENTS until DEVELOPER has complied with all of the insurance requirements set forth in Exhibit C.

## **19.0 Grounds for Termination of DEVELOPER'S Control**

19.1 Default of DEVELOPER under this Agreement after written notice to DEVELOPER and a reasonable opportunity to cure, shall include, but not be limited to, (a) DEVELOPER'S failure to timely commence construction of the IMPROVEMENTS; (b) DEVELOPER'S failure to timely complete construction of the IMPROVEMENTS; (c) DEVELOPER'S failure to timely cure any defect in the IMPROVEMENTS; (d) DEVELOPER'S failure to perform substantial construction work for a period of twenty (20) consecutive days after commencement of construction of the IMPROVEMENTS except where such failure to perform substantial construction work is as a result of inclement weather; (e) DEVELOPER'S performance of its obligations under this Agreement creates an immediate threat to the public safety, health or welfare as determined by the City Engineer; (f) DEVELOPER'S insolvency, appointment of a receiver, or the filing of any petition in bankruptcy, either voluntary or involuntary, which DEVELOPER fails to discharge within thirty (30) days; (g) the commencement of a foreclosure action against the SUBDIVISION or a portion thereof, or any conveyance in lieu or in avoidance of foreclosure; or (h) DEVELOPER'S failure to perform any other obligation under this Agreement.

19.2 CITY reserves to itself all remedies available to it at law or in equity for breach of DEVELOPER'S obligations under this Agreement. CITY shall have the right, after written notice and reasonable opportunity to cure, subject to this section, to draw upon or utilize the appropriate security to mitigate CITY damages in event of default by DEVELOPER. The right of CITY to draw upon or utilize the security is additional to and not in lieu of any other remedy available to CITY. It is specifically recognized that the

estimated costs and security amounts may not reflect the actual cost of construction or installation of the IMPROVEMENTS and, therefore, CITY damages for DEVELOPER'S default shall be measured by the cost of completing the IMPROVEMENTS. The sums provided by the Improvement security may be used by CITY for the completion of the IMPROVEMENTS in accordance with the Plans and Specifications.

- 19.3 In the event of DEVELOPER'S default pursuant to section 19.1 (e) of this Agreement, DEVELOPER authorizes CITY to immediately perform any work necessary to eliminate the threat to public health, safety or welfare and agrees to pay the entire cost of such performance by CITY. In the event of default for any other reason under this Agreement, DEVELOPER authorizes CITY to perform such obligation fifteen (15) days, or such time as is reasonably necessary to cure any alleged default, after mailing written notice of default to DEVELOPER and to DEVELOPER'S Surety, and agrees to pay the entire cost of such performance by CITY.
- 19.4 In the event of DEVELOPER'S default, CITY may, after notice and opportunity to cure, take over the work and prosecute the same to completion, by contract or by any other method CITY may deem advisable, for the account and at the expense of DEVELOPER, and DEVELOPER'S Surety shall be liable to CITY for any excess cost or damages occasioned CITY thereby; and, in such event, CITY, without liability for so doing, may take possession of, and utilize in completing the work, such materials, appliances, plant and other property belonging to DEVELOPER as may be on the site of the work and necessary for construction of the IMPROVEMENTS.
- 19.5 In the event of DEVELOPER'S default, CITY is not obligated to issue any building permits or certificates of occupancy after DEVELOPER'S date of default for the Subdivision until such default has been cured.
- 19.6 Failure of DEVELOPER to comply with the terms of this AGREEMENT shall constitute consent to the filing by CITY of a notice of violation against all the lots in Subdivision or to rescind the approval or otherwise revert the Subdivision to acreage. The remedy provided by this subsection is in addition to and not in lieu of other remedies available to CITY. DEVELOPER agrees that the choice of remedy or remedies for DEVELOPER'S breach shall be within the discretion of CITY.
- 19.7 The failure of CITY to take an enforcement action with respect to a default, or to declare a breach, shall not be construed as a waiver of that default or breach or subsequent default or breach of DEVELOPER.
- 19.8 In the event that DEVELOPER fails to perform any obligation hereunder, DEVELOPER agrees to pay all costs and expenses incurred by CITY in



securing performance of such obligations, including CITY'S administrative costs, costs of suit and reasonable attorneys' fees.

- 19.9 DEVELOPER recognizes that by approval of the final map for the Subdivision, CITY has conferred substantial rights upon DEVELOPER, including the right to sell, lease, or finance lots with the Subdivision, and has taken the final act necessary to subdivide the property within the Subdivision. As a result, CITY will be damaged to the extent the cost of installation of the IMPROVEMENTS by DEVELOPER'S failure to perform its obligations under this Agreement, including, but not limited to, DEVELOPER'S obligation to complete construction of the IMPROVEMENTS by the time established in this Agreement. CITY shall be entitled to all remedies available to it pursuant to this Agreement and the Subdivision Laws in the event of a default by DEVELOPER. It is specifically recognized that the determination of whether a reversion to acreage or rescission of the Subdivision constitutes an adequate remedy for default by the DEVELOPER shall be within the sole discretion of CITY.

## **CITY'S OBLIGATIONS**

### **20.0 CITY'S Obligations**

- 20.1 CITY shall inspect all phases of construction of the IMPROVEMENTS as it progresses and notify the DEVELOPER of any improper or irregular methods or materials being incorporated in said IMPROVEMENTS.
- 20.2 CITY shall accept said IMPROVEMENTS after DEVELOPER has completed all obligations as herein required.
- 20.3 The securities required by this Agreement shall be released as follows:
- 20.3.1 Upon the final completion and acceptance of grading by the Public Works Director, CITY shall release the security required by sections 6.1.3 through 6.1.4 as provided by Government Code section 66499.7.
- 20.3.2 Upon the final completion and acceptance of the IMPROVEMENTS by the City Council, CITY shall release the security required by sections 6.1.1 through 6.1.2 as provided by Government Code section 66499.7.
- 20.3.3 No security given for the guarantee or warranty of work shall be released until the expiration of the warranty period and until any claims filed during the warranty period have been settled.
- 20.3.4 CITY may retain from any security released an amount sufficient to cover costs and reasonable expenses and fees, including reasonable attorney fees.



## **GENERAL PROVISIONS**

### **21.0 General Provisions**

- 21.1 Incorporation of Recitals. The foregoing recitals are incorporated into and made part of this Agreement.
- 21.2 Successors. All covenants, promises and agreements contained in this Agreement shall pertain to and do hereby expressly run with the land. This Agreement shall be binding upon and inure to the benefit of the Parties, their successors and assigns.
- 21.3 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.
- 21.4 Agency. Neither DEVELOPER nor any of DEVELOPER'S agents or contractors are or shall be considered to be agents of CITY in connection with the performance of DEVELOPER'S obligations under this Agreement.
- 21.5 Assignment. DEVELOPER shall not assign any right or obligation pursuant to this Agreement without the written consent of the CITY, which written consent shall not be unreasonably withheld.
- 21.6 No Vesting of Rights. Performance by DEVELOPER of this Agreement shall not be construed to vest DEVELOPER'S rights.
- 21.7 Counterparts. This Agreement may be signed in multiple counterparts, with all such counterparts together constituting a single instrument.
- 21.8 Time of the Essence. Time is of the essence in this Agreement.
- 21.9 Ambiguity. The parties have each carefully reviewed this Agreement, and have agreed to each term of the Agreement. No ambiguity shall be presumed to be construed against any party.
- 21.10 No Third Party Beneficiaries. With the exception of VSFCO, there are no third party beneficiaries and this Agreement is not intended, and shall not be construed, to benefit, or be enforceable by any other person whatsoever.
- 21.11 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.
- 21.12 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, and the parties consent to jurisdiction over their person and over the subject matter of any such litigation in such court, and consent to service of process issued by such courts.

- 21.13 Additional Documents. The Parties shall sign any additional documents which are reasonably necessary to carry out this Agreement or to accomplish its intent.
- 21.14 Severability. If any provision of this Agreement is invalidated, the remainder of this Agreement shall terminate if the invalidated provision was a material part of the consideration for either party.
- 21.15 Entire Agreement. This Agreement constitutes the entire understanding and agreement between the Parties and supercedes all previous negotiations between them pertaining to the subject matter thereof.
- 21.16 Notices. Any notice demand, request, report, or other communication required or permitted to be given or made to a party to this Agreement shall be in writing and shall be deemed to be given on the date of service if served personally (including commercial courier services) and upon the second business day after mailing, if mailed by first-class United States mail, postage prepaid, and properly addressed as set forth below or at such other address as such party may give notice in accordance with the provisions of this section:

CITY OF VALLEJO  
Public Works Department  
Gary Leach, City Engineer  
555 Santa Clara Street  
Vallejo, CA 94590

Vallejo Neighborhood Housing Services, Inc.  
610 Lemon Street  
Vallejo, CA 94590

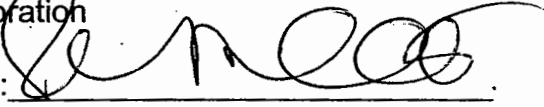
- 21.17 Authority. The person or persons signing this Agreement for DEVELOPER hereby represent and warrant that he/she is fully authorized to sign this Agreement on behalf of DEVELOPER.
- 21.18 Exhibits. All exhibits referred to herein are attached hereto and are by this reference incorporated herein.

(SIGNATURES ARE ON THE FOLLOWING PAGE)

IN WITNESS WHEREOF, the parties hereto have hereunto executed these presents in quadruplicate the day and year first above written.

DEVELOPER

Vallejo Neighborhood Housing Services, Inc., a California non-profit public benefit corporation

By: 

Renee Walton  
Executive Director

CITY OF VALLEJO,  
a municipal corporation

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

Joseph M. Tanner  
City Manager

ATTEST: \_\_\_\_\_

Mary Ellsworth  
Acting City Clerk

(City Seal)

APPROVED AS TO FORM:

\_\_\_\_\_  
Frederick G. Soley  
City Attorney

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Gary A. Leach  
Public Works Director

\_\_\_\_\_  
Brian Dolan  
Development Services Director

APPROVED AS TO INSURANCE:

\_\_\_\_\_  
William R. Venski  
Risk Manager

SIGNATURE OF THE DEVELOPER MUST BE PROPERLY ACKNOWLEDGED.  
PLEASE USE THE ATTACHED NOTARY ACKNOWLEDGMENT ON AN 8-1/2" X 11" SHEET

**ENCROACHMENT AGREEMENT**  
**Graham Gardens**

This ENCROACHMENT AGREEMENT (AAgreement@), made and entered into in triplicate at Vallejo, California, this \_\_\_\_\_ day of \_\_\_\_\_, 2007, by and between the CITY OF VALLEJO, a municipal corporation (CITY) and VALLEJO NEIGHBORHOOD HOUSING SERVICES, INC., a California non-profit public benefit corporation (DEVELOPER) whose business address is 610 Lemon Street, Vallejo, California 94590.

**WITNESSETH**

WHEREAS, the Planning Commission of the City of Vallejo approved the subdivision known as Graham Gardens as the same is shown and delineated on that certain Tentative Map No. 02-0005 entitled Graham Gardens ("Subdivision") and Planned Development Unit Plan No. 02-0009 (Subdivision) on June 16, 2003; and,

WHEREAS, DEVELOPER is the owner of certain real property ("Developer Property") in the City of Vallejo, County of Solano, State of California, which is more particularly described in Exhibit "A"; and,

WHEREAS, DEVELOPER has submitted and CITY has approved Plans, for the construction of Subdivision and certain landscaping, sidewalks, stairs and railing (collectively the "Improvements"), as more particularly described in Exhibit "B", that encroaches upon portions of CITY'S rights of way along Mini Drive and Stanford Drive ("City Property"), as shown in same Exhibit "B"; and,

WHEREAS, the CITY consents and grants to DEVELOPER the right to construct said Improvements in such a way as to cause it to encroach upon Mini Drive and Stanford Drive.

**NOW, THEREFORE**, in consideration of the approval and recordation by CITY of the final map for the Subdivision, the mutual obligations set forth in the Subdivision Improvement Agreement and the mutual obligations set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Grant of Right to Encroach.** CITY hereby grants to DEVELOPER the non-exclusive right to encroach upon City Property for the construction of the Improvements.
2. **Removal of Encroachment.** CITY shall have the right to remove, at DEVELOPER'S sole cost and expense, any or part of the Improvements, and to undertake any work to conform any remaining Improvements or DEVELOPER'S Property to CITY'S right of way, in the event removal of the same becomes necessary for CITY'S use of City Property as a public right of way.

In the event that CITY determines that any portions of the Improvements must be removed or modified, CITY shall give at least one hundred eighty (180) days notice to DEVELOPER, or DEVELOPER'S successor in interest of said determination..

3. **Maintenance and Improvements.** DEVELOPER shall be responsible for the maintenance and repair of all Improvements which encroach upon City Property@ and shall maintain said Improvements in good condition and repair. DEVELOPER shall repair any damage caused by or resulting from actions or operations of DEVELOPER to City Property and CITY'S rights of way at DEVELOPER'S sole cost and expense.

In the event CITY believes DEVELOPER has failed to comply with the requirements of this Agreement with respect to the maintenance and repair of the Improvements, CITY shall provide written notice to DEVELOPER stating the nature of the failure to comply and the actions CITY believes necessary to remedy such noncompliance. If DEVELOPER has not completed, or commenced and diligently pursuing to completion, the necessary maintenance and repairs to remedy such noncompliance within sixty (60) days after the date of such notice (or such shorter period specified in the CITY'S notice as necessary to address conditions which pose an imminent threat to life, health or safety), CITY is hereby granted the right to perform whatever work is reasonably necessary to correct DEVELOPER'S noncompliance as specified in CITY'S notice. In such case, CITY may bill DEVELOPER the entire cost and expense of such maintenance, including administrative costs and attorneys fees, and interest to the maximum amount permitted by law from and after thirty (30) days from the date the maintenance expense bill is mailed by the CITY to DEVELOPER. In the event any such maintenance expense bill is not paid within said thirty (30) days, CITY may initiate a civil action to recover the amount owed, and the prevailing party in such action shall be entitled to recover its costs, including reasonable attorney's fees. CITY also shall be entitled to cause a lien for any such unpaid maintenance expense bill to be recorded against the DEVELOPER'S Property. The actions described in this section are in addition to and not in lieu of other legal remedies provided by law. Notwithstanding the above, it is understood that CITY is under no obligation to repair or maintain the Improvements and in no event shall this Agreement be construed to impose any such obligation on CITY.

4. **Liens.** In no event shall DEVELOPER allow any mechanic's lien or materialmen's lien to attach against CITY'S Property for the materials supplied or work performed at the request of, or for the benefit of, DEVELOPER. The foregoing shall not prevent DEVELOPER from contesting any such lien in good faith at DEVELOPER'S sole cost and expense.

5. **Security.** DEVELOPER shall post such performance, material and warranty bonds (or other security) related to the Construction of the Improvements as may be required under the Subdivision Improvement Agreement entered into between DEVELOPER and CITY.

6. **Insurance.** DEVELOPER agrees to comply with all of the Insurance Requirements set forth in Exhibit C. Failure to maintain required insurance at all times shall constitute a default and material breach. The approval of insurance coverage by CITY does not in any way relieve Developer

of any liability.

7. **Indemnity.** DEVELOPER shall indemnify defend and hold CITY, its officers, officials, directors, employees, agents, volunteers and affiliates and each of them and CITY'S Property free and harmless from any and all losses, claims, demands, debts, liens, liabilities and causes of action (including without limitation attorney's fees, consultant fees and expert fees) to the extent caused by or resulting from actions or operations of DEVELOPER or its agents or employees, regardless to any limitation by insurance, except to the extent caused by the sole negligence or willful misconduct of CITY or its agents or employees.

8. **Notices.** Any notice or other communication to be given hereunder by any Party to the other Party shall be in writing and shall be delivered either personally (including facsimile) or by United States mail, registered or certified, postage prepaid with return receipt requested. Notices shall be delivered or addressed to the Parties at the following addresses until notice of a different address is given in the manner specified herein:

To City:                      City of Vallejo  
Public Works Department  
555 Santa Clara Street  
Vallejo, CA 94590  
Attn: Public Works Director

To Developer:              Vallejo Neighborhood Housing Services, Inc.  
601 Lemon Street  
Vallejo, CA 94590  
Attn: Executive Director

9. **Attorney's Fees.** If any action is commenced to enforce or interpret any of the provisions of this Agreement, the prevailing Party shall be entitled to recover from the other Party reasonable attorney's fees, costs and expenses incurred in connection with the prosecution or defense of such action.

10. **Successors and Assigns.** The provisions of this Agreement shall run with the City Property and the Developer Property, shall be binding upon and inure to the benefit of the CITY Property, the DEVELOPER Property, any portion thereof or interest therein, and shall be binding upon and inure to the benefit of CITY, DEVELOPER and all persons having or acquiring any interest in the City Property, the Developer Property, or any portion thereof, and their respective successive owners and assigns. Notwithstanding the foregoing, if a homeowners association (Association) is formed in connection with the development of the Developer Property, such Association (and not the individual owners of lots or condominiums in the Developer Property) shall succeed to the rights and obligations of DEVELOPER hereunder.

11. **Mortgagee Protection.** No amendment or violation of this Agreement shall operate to defeat or render invalid the rights of the beneficiary under any recorded deed of trust or the

mortgagee under any recorded mortgage of any portion of the City Property or the Developer Property made in good faith and for value, provided that after the foreclosure of any such deed of trust or mortgage, such portion of the City Property or the Developer Property shall remain subject to this Agreement.

12. **Incorporation of Recitals.** The recitals contained herein are incorporated into and made a part of this Agreement.

13. **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.

14. **Counterparts.** This Agreement may be signed in multiple counterparts, with all such counterparts together constituting one (1) and the same document.

15. **Time is of the Essence.** Time is of the essence in this Agreement.

16. **No Third Party Beneficiaries.** There are no third party beneficiaries and this Agreement is not intended and shall not construed to benefit or be enforceable by any other person whatsoever.

17. **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, California, and the Parties consent to jurisdiction over their person and over the subject matter of any such litigation in such court and consent to service of process issued by such court.

In the event of any violation or threatened violation by a Party of any of the terms, restrictions, covenants or conditions provided herein, the other Party will have, in addition to the right to money damages, the right to enjoin such violation or threatened violation.

18. **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.

19. **Construction.** This Agreement and each of its provisions have been jointly drafted by the Parties; neither Party shall be deemed to have been the drafting party and no ambiguity shall be presumed to be construed against any Party.

20. **No Forfeiture.** Nothing in this Agreement shall result in a forfeiture or reversion of CITY'S title in CITY'S Property in any respect.

21. **Additional Documents.** The Parties agree to sign any and all additional documents which are or may become necessary to carry out this Agreement or to accomplish its intent.

22. **Entire Agreement.** This Agreement constitutes the entire understanding and agreement between the Parties with respect to the matters agreed to herein and supercedes all previous negotiations between them pertaining to the subject matter thereof.

23. **Amendment.** This Agreement shall not be modified or amended, except in a writing signed by the Parties.

24. **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.

25. **Authority.** The person or persons signing this Agreement for DEVELOPER and the person or persons signing this Agreement for CITY each represent and warrant that they are fully authorized to sign this Agreement on behalf of DEVELOPER and on behalf of CITY.

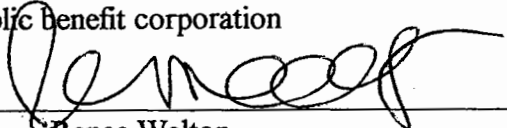
26. **Exhibits.** All exhibits referred to herein are attached hereto and are by this reference incorporated herein.

SIGNATURES ARE ON THE FOLLOWING PAGE



IN WITNESS WHEREOF, the Parties hereto have hereunto executed this Agreement in triplicate the day and year first above written.

DEVELOPER:  
VALLEJO NEIGHBORHOOD HOUSING  
SERVICES, INC., a California non-profit  
public benefit corporation

By:   
Renee Walton  
Executive Director

CITY OF VALLEJO,  
a municipal corporation

By: \_\_\_\_\_  
Joseph M. Tanner  
City Manager

ATTEST: \_\_\_\_\_  
Mary Ellsworth  
Acting City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Frederick G. Soley  
City Attorney

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Gary A. Leach  
Public Works Director

APPROVED AS TO INSURANCE:

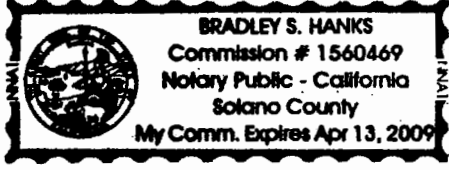
\_\_\_\_\_  
Harry Maurer  
Interim Risk Manager

STATE OF CALIFORNIA )  
 )  
COUNTY OF SOLANO ) ss.

On July 2<sup>nd</sup>, 2007, before me, the undersigned, a Notary Public in and for said State, personally appeared RENEE WALTON, personally known to me (~~or proved to me on the basis of satisfactory evidence~~) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Bradley S. Hanks  
Signature of Notary Public



(SEAL)

STATE OF CALIFORNIA )  
 )  
COUNTY OF SOLANO ) ss.

On \_\_\_\_\_, 2007, before me, the undersigned, a Notary Public in and for said State, personally appeared JOSEPH M. TANNER, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

(SEAL)

## Exhibit A

**DESCRIPTION:**

**The land referred to herein is situated in the State of California, County of Solano, City of Vallejo, and is described as follows:**

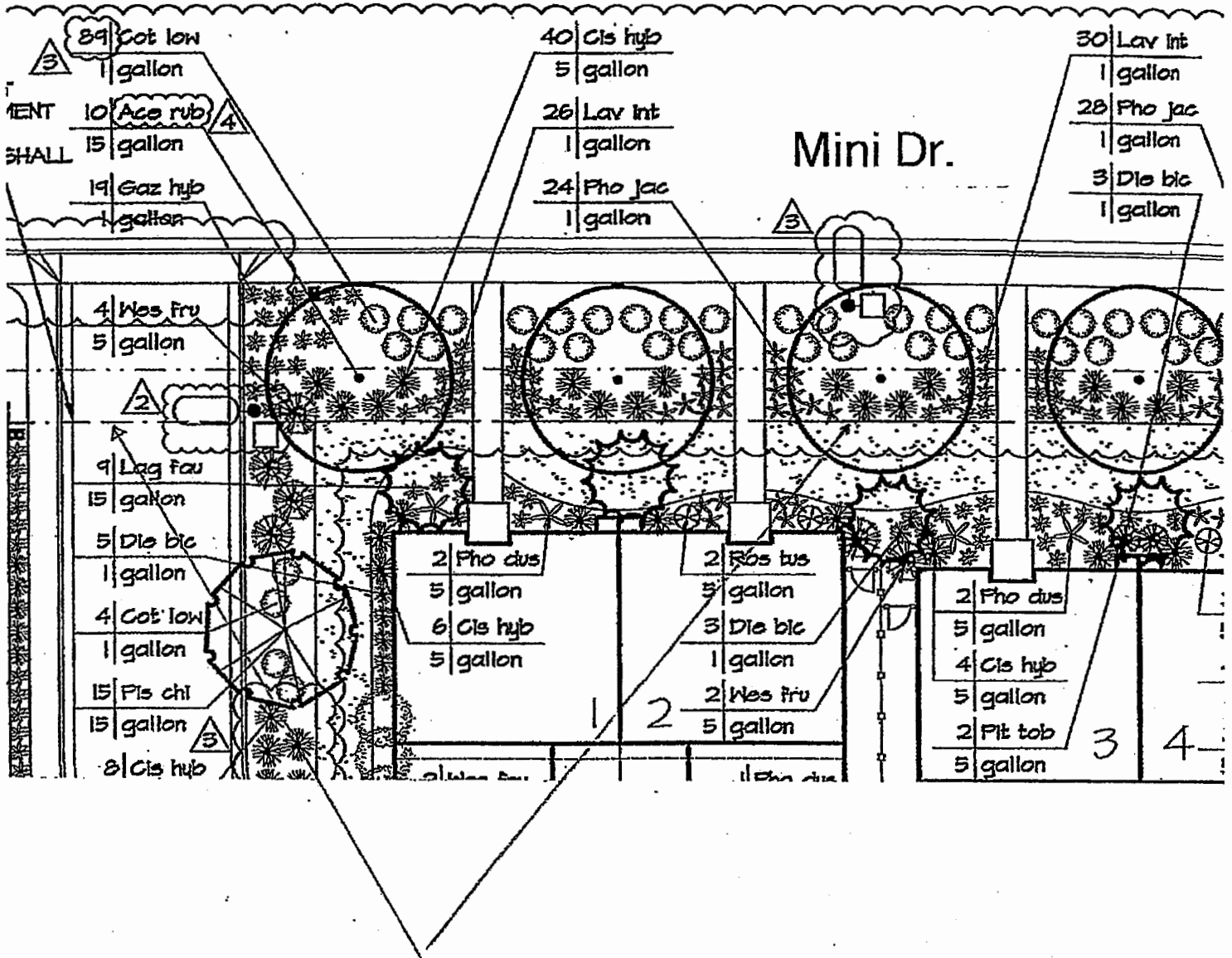
**PARCEL E:**

ALL THAT REAL PROPERTY SITUATE IN VALLEJO, SOLANO COUNTY, CALIFORNIA, BEING A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED AS "PARCEL NO. ONE" TOGETHER WITH THAT CERTAIN ENTIRE PARCEL OF LAND DESCRIBED AS "PARCEL NO. TWO" IN THE GRANT DEED RECORDED FEBRUARY 19, 1986 OF DEEDS AT PAGE 14672, SERIES NO. 7534, OFFICIAL RECORDS OF SOLANO COUNTY; BOUNDED AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF LOT 27 OF COLLEGE PARK UNIT NO. 4, RECORDED AUGUST 1, 1967 IN BOOK 23 OF MAPS AT PAGE 76, OFFICIAL RECORDS OF SOLANO COUNTY, WHICH POINT LIES ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF STANFORD DRIVE; THENCE ALONG THE NORTHWESTERLY BOUNDARY OF SAID COLLEGE PARK UNIT NO. 4, SOUTH 45° 00' 00" WEST 394.00 FEET; THENCE SOUTH 31° 29' 02" WEST 9.26 FEET; THENCE NORTH 45° 00' 00" WEST 215.29 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF MINI DRIVE; THENCE ALONG SAID RIGHT-OF-WAY LINE NORTH 45° 00' 00" EAST 258.00 FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE NORTHEASTERLY 113.13 FEET ALONG A TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 1743.00 FEET THROUGH A CENTRAL ANGLE OF 3° 4' 08"; THENCE TANGENT TO THE PRECEDING CURVE EASTERLY 49.07 FEET ON A REVERSE CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 30.00 FEET; THROUGH A CENTRAL ANGLE OF 93° 43' 12" TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF STANFORD DRIVE; THENCE ALONG SAID RIGHT-OF-WAY LINE SOUTH 45° 00' 00" EAST 186.86 FEET TO THE POINT OF BEGINNING.

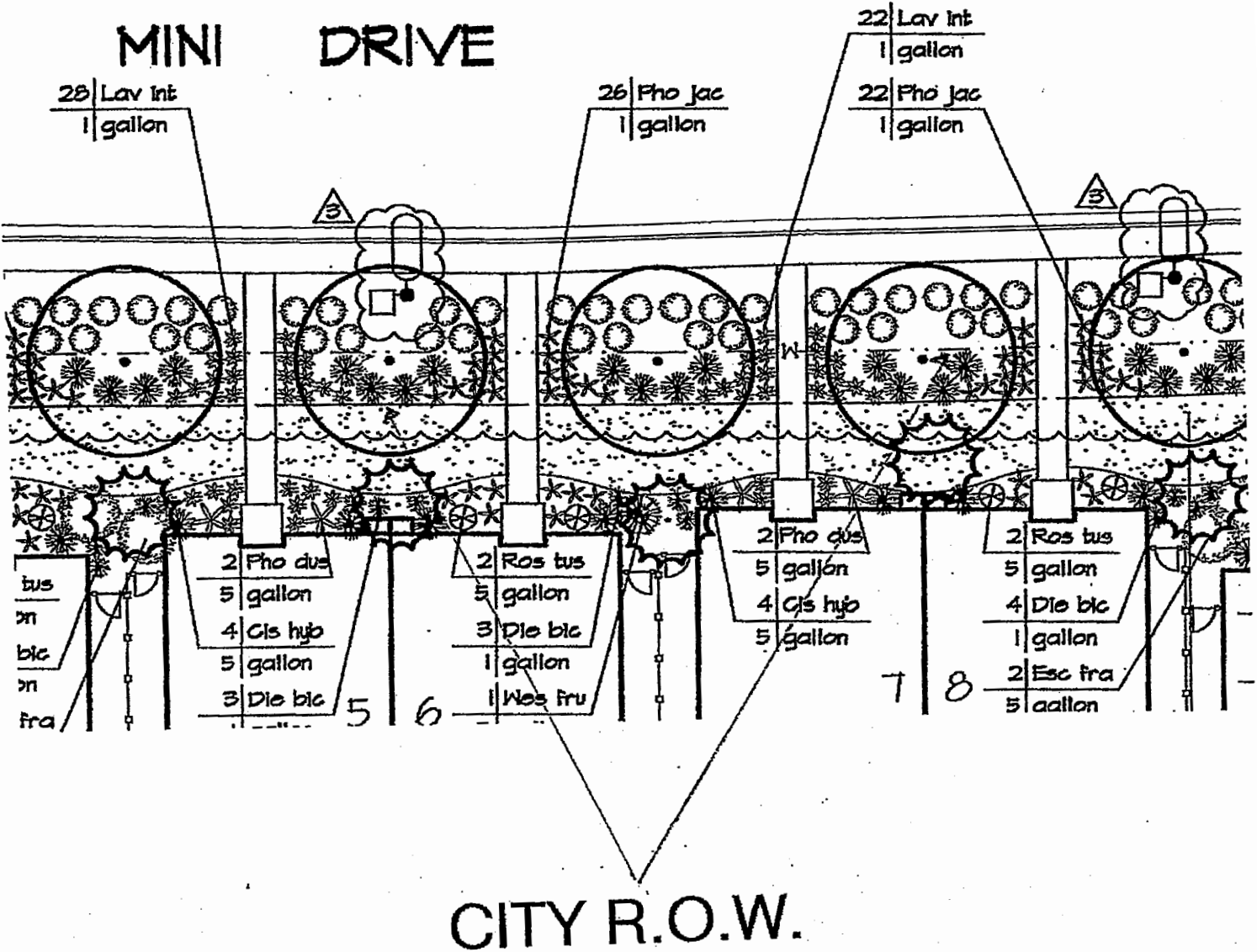
**APN: 0068-100-350**

# EXHIBIT B - SHEET 1

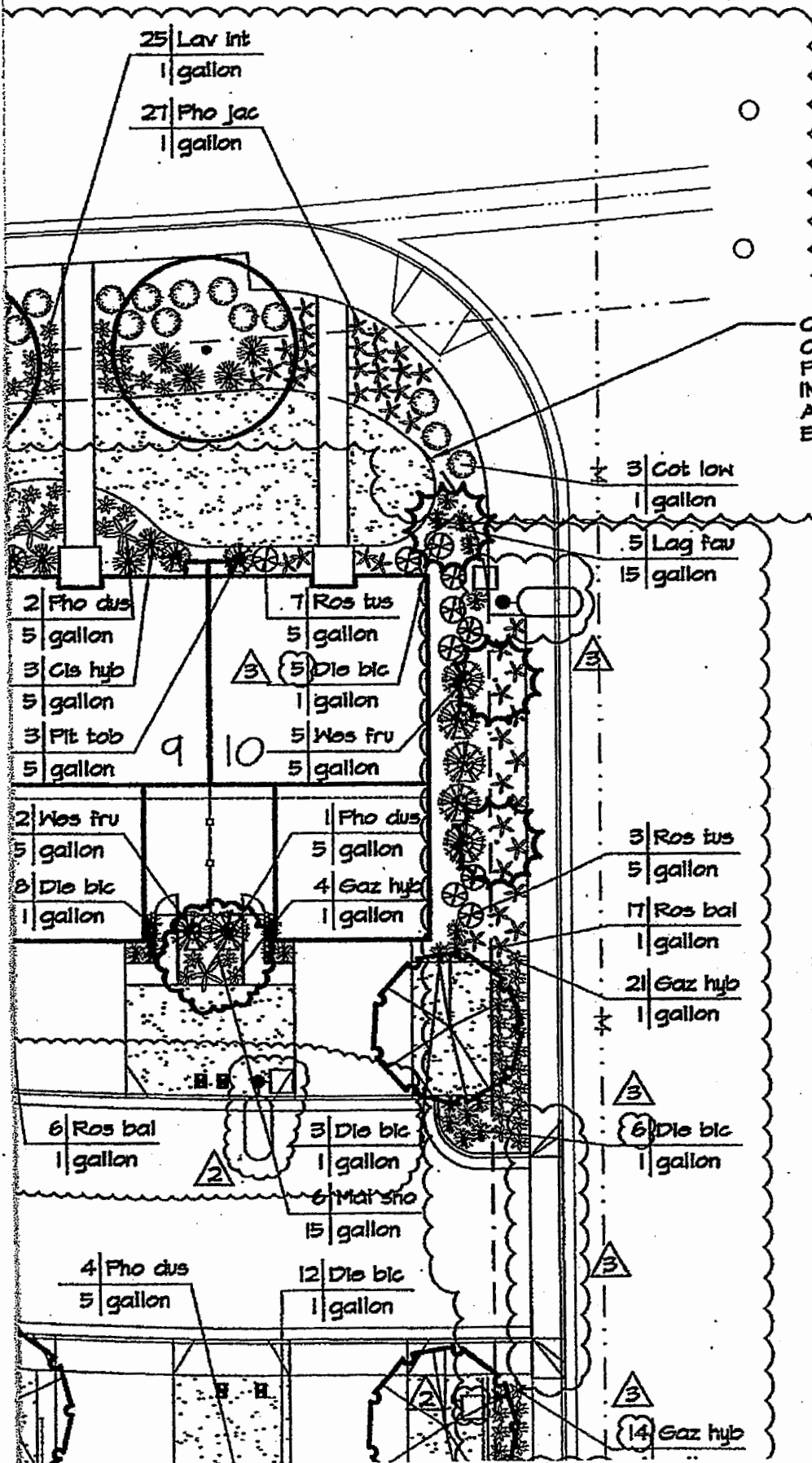


# EXHIBIT B - SHEET 2

## MINI DRIVE



# EXHIBIT B - SHEET 3




CITY OF VALLEJO R.O.W.  
OWNER SHALL OBTAIN ENCROACHMENT PERMITS FOR ALL PRIVATE IMPROVEMENT INSTALLATION WITHIN CITY R.O.W., AND ALL LANDSCAPES WITHIN CITY R.O.W. BE MAINTAINED BY H.O.A., TYP.

STANFORD Dr.

TANFORD DRIVE

# EXHIBIT B - SHEET 4

## PLANT LEGEND

SYMBOL	BOTANICAL NAME	COMMON NAME	QUANTITY	SIZE	
<b>TREES</b>					
Ace rub	Acer rubrum 'Red Sunset'	Red Sunset Maple	10	15 gallon	4
Lag fav	Lagerstroemia x f. 'Muskogee'	Crape Myrtle	14	15 gallon	
Mal sno	Malus 'Snowdrift'	Flowering Crabapple	6	15 gallon	
Pis chi	Pistacia chinensis	Chinese Pistache	15	15 gallon	
Fru cer	Prunus c. 'Krauter Vesuvius'	Purple Leaf Plum	5	15 gallon	
<b>SHRUBS/GRASSES/PERENNIALS</b>					
Cis hyb	Cistus hybridus	White Rockrose	64	5 gallon	1
Dia bic	Dietes bicolor	Fortnight Lily	231	1 gallon	
Esc fra	Escallonia 'Fradesii'	Frades Escallonia	14	5 gallon	
Lav int	Lavandula x l. 'Provence'	Provence Lavender	131	1 gallon	
Fho dus	Phormium t. 'Dusky Chief'	Red New Zealand Flax	43	5 gallon	
Fho jac	Phormium t. 'Jack Spratt'	Dwarf New Zealand Flax	163	1 gallon	1
Pit tob	Pittosporum t. 'Variegata'	Variegated Tobira	25	5 gallon	
Rha ind	Rhaphtolepis l. 'Ballerina'	Dwarf India Hawthorn	125	1 gallon	1
Ros bal	Rosa 'Ballerina'	Shrub Rose	56	1 gallon	1
Ros tus	Rosmarinus 'Tuscan Blue'	Tuscan Blue Rosemary	56	5 gallon	
Tul vio	Tulbaghia violacea	Society Garlic	40	1 gallon	
Wes fru	Westringia fruticosa	Coast Rosemary	27	5 gallon	
<b>VINES</b>					
Gly cal	Clytostoma callistegoides	Violet Trumpet Vine	9	5 gallon	
<b>GROUND COVER</b>					
Cot low	Cotoneaster horizontalis 'Lowfast'	Rock Cotoneaster	102	1 gallon	1
Fra chi	Fragaria chiloensis	Ornamental Strawberry	12	1 gallon	
Gaz hyb	Gazania hybrid 'Pink'	Trailing Gray Gazania	79	1 gallon	
	Fescue/Blue Grass Mix	Turf		10660 S.F. Sod	

**Note:**

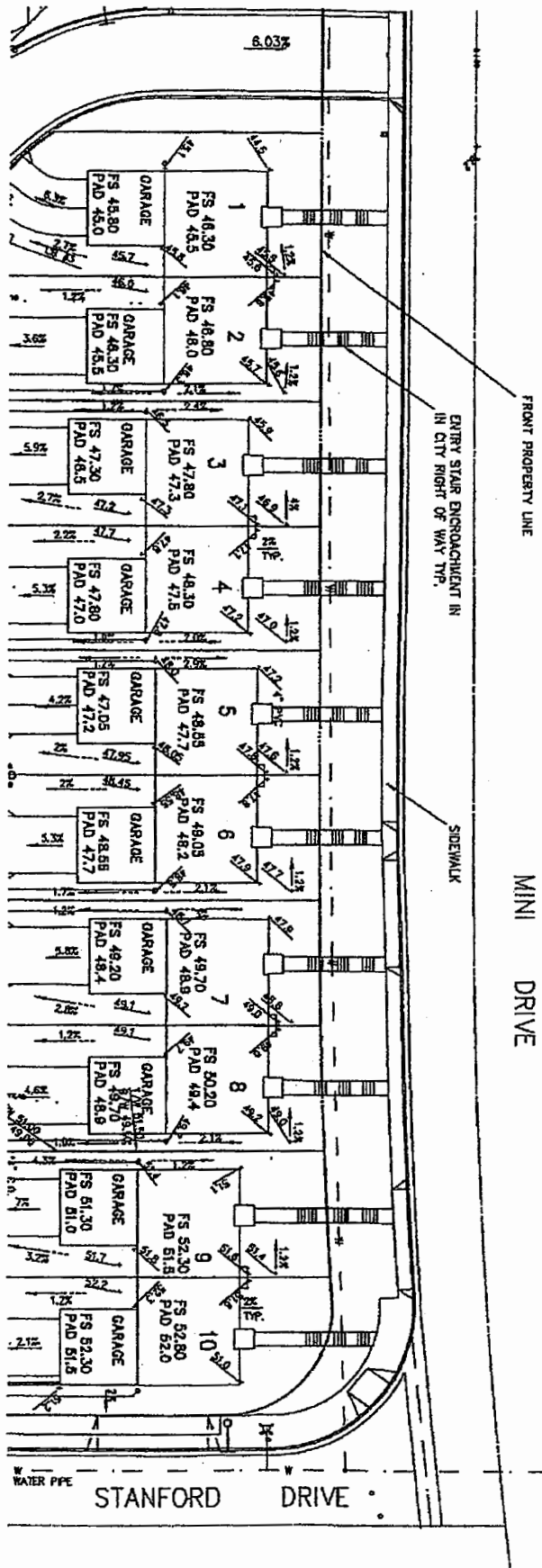
Sod shall be a mix of 90% Fescue and 10% Blue Grass. Fescue shall be an equal mix of three of the following varieties:

- Festuca arundinacea 'Millenium'
- Festuca arundinacea 'Bonsai 2000'
- Festuca arundinacea 'Jaguar III'
- Festuca arundinacea 'Focus'
- Festuca arundinacea 'Dynasty'
- Festuca arundinacea 'Crossfire II'

and 10% by weight of Kentucky Blue Grass.

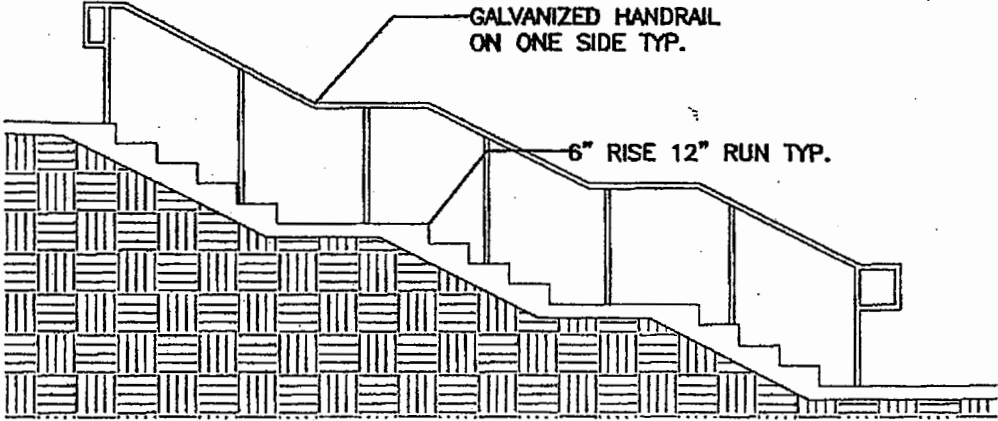
# EXHIBIT B - SHEET 5

ENTRY STAIRS  
SCALE 1" = 20' 0"



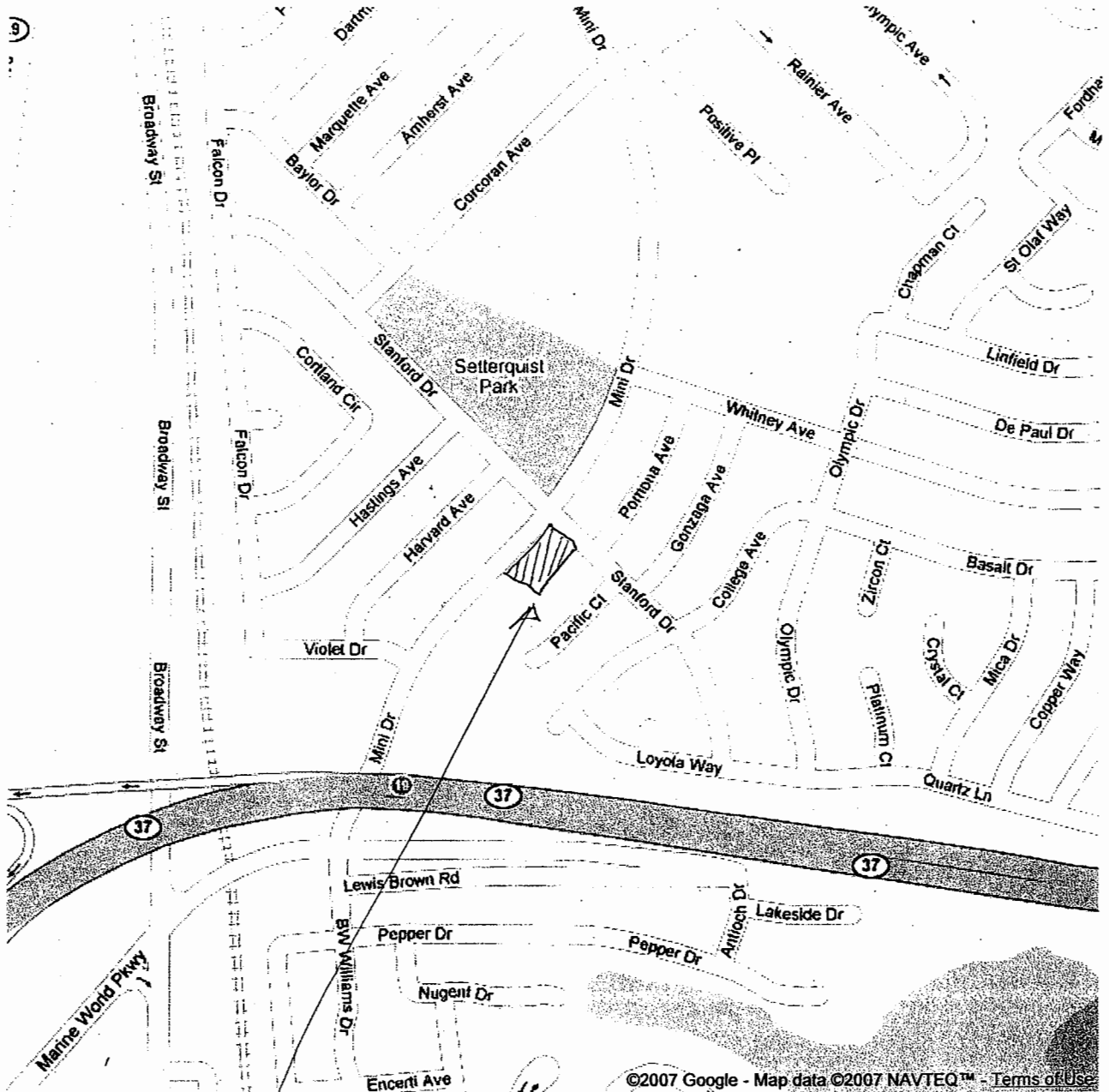


# EXHIBIT B - SHEET 6



TYPICAL STAIR SECTION  
SCALE: 1/2" = 1'-0"

Google Maps



PROJECT LOCATION MAP



CONSENT E

**Agenda Item No.**

**COUNCIL COMMUNICATION**

**Date:** July 10, 2007

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

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

**SUBJECT:** Approve a Resolution amending the classification plan and other actions regarding the creation of a Human Resources Specialist and authorizing the City Manager to sign a Supplemental Agreement with the City of Vallejo and the Confidential, Administrative, Managerial, and Professional Association of Vallejo (CAMP) to place the classification into the bargaining unit in accordance with Article VIII, Section 801 of the City Charter.

### **BACKGROUND AND DISCUSSION**

Cooperative Personnel Services was asked to perform a classification study and a review of the duties and responsibilities associated with the Senior Personnel Technician position in Human Resources. Cooperative Personnel Services is recommending a Human Resources Specialist position which will be responsible for reporting to and assisting the Human Resources Operations Manager by performing paraprofessional and technical support as well as specialized and unique tasks associated with the day-to-day benefits administration and/or recruitment and selection. The classification of Human Resources Specialist does not currently exist and is distinguished from the Personnel Analysis classification in the latter is responsible for performing professional level analytical and research work.

The Human Resources Department also asked CPS to prepare an appropriate job description for this new position. Cooperative Personnel Services conducted a survey of our comparison cities and discussed the duties and responsibilities associated with the new position with the Human Resources Operations Manager and the Human Resources Director.

The Human Resources department recommended that the Civil Service Commission approve the new classification specification for Human Resources Specialist in order to maintain the same exempt status as the current position. Staff also recommended that the classification be exempted from Civil Service. On April 9, 2007, the Civil Service Commission approved the new classification and its exemption from Civil Service. The City Council's concurrence is required in order to implement this classification.



The primary purpose of this position will be to assist the Human Resources Operations Manager in activities related to the specialized areas of all human resource functions such as benefits, recruitment, etc. The Ralph Anderson Study which set the policy for implementing salaries for the City shows that the positions in the Human Resources are in the same family, thereby providing a tie to each other. Therefore, the new position Human Resources Specialist position would be tied to the Personnel Analyst series in the same way the current position is tied.

The original salary survey of this position was done in October 2006, which revealed that the new position would be set at salary range 134, which was 2.5% less than the Personnel Analyst I. Recently, the Personnel Analyst series received an equity adjustment setting the range at 136. Therefore in accordance with the Ralph Anderson Study, both the City and CAMP recommend that the salary of the Human Resources Specialist position be set at the salary range of 135 to maintain the 2.5% difference as of the time the report was completed, effective pay period beginning October 14, 2006.

### **RECOMMENDATION**

The Human Resources Department has experienced a reduction in staffing resulting in additional work loads and responsibilities for the existing staff. In order to compensate for this, Staff is recommending that the City Council approve the Resolution authorizing the City Manager to sign a Supplemental Agreement between the City of Vallejo and the Confidential, Administrative, Managerial, and Professional Association of Vallejo (CAMP) to amend the classification plan to include a new classification of Human Resources Specialist at salary range 135 (\$5,007-\$6,086/month) effective pay period beginning October 14, 2006.

### **ENVIRONMENTAL REVIEW**

Not applicable.

### **PROPOSED ACTION**

Approve the Resolution to:

1. Concur with the Civil Service Commission's action to approve the classification specification of Human Resources Specialist and approve the exemption of the classification from Civil Service.
2. Approve the salary range of 135.
3. Authorize the City Manager to sign a Supplemental Agreement with CAMP placing the classification into the bargaining unit.



**DOCUMENTS AVAILABLE FOR REVIEW**

- A. Resolution
- B. Supplemental Agreement with CAMP
- C. Classification Specification for Human Resources Specialist

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

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

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

WHEREAS, Article VIII, Section 801 of the City Charter of the City of Vallejo provides for the authorization of exempt offices and employment from the classified service; and

WHEREAS, on April 9, 2007 the Civil Service Commission approved the classification of Human Resources Specialist and exempted the position from the classified; and

WHEREAS, the existing collective bargaining agreement between the City of Vallejo and the Confidential, Administrative, Managerial, and Professional Association of Vallejo (CAMP) contains a provision that salaries and working conditions must be negotiated; and

WHEREAS, authorized representatives of the City of Vallejo and CAMP have met to negotiate the salary and working conditions of the Human Resources Specialist classification; and

WHEREAS, the parties have written a Supplemental Agreement that includes the Human Resources Specialist classification at salary range 135; and

WHEREAS, a copy of the tentative Supplemental Agreement is presented to the City Council for their consideration and is attached as Attachment B;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Vallejo does hereby concur with the action of the Civil Service Commission that created the classification of Human Resources Specialist and exempted the classification from Civil Service, approves the assignment of the position to salary range 135 (\$5,007-\$6,008/month); and

BE IT FURTHER RESOLVED, that the City Council of the City of Vallejo does hereby authorize the City Manager to enter into a Supplemental Agreement with CAMP for the purpose of modifying the labor agreement to include the Human Resources Specialist at salary range 135, effective pay period beginning October 14, 2006.

ADOPTED by the Council of the City of Vallejo at a regular meeting held on \_\_\_\_\_ with the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

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

ATTEST:

\_\_\_\_\_  
MARY ELLSWORH, Interim City Clerk

**SUPPLEMENTAL AGREEMENT  
THE CITY OF VALLEJO  
AND  
THE CONFIDENTIAL, ADMINISTRATIVE, MANAGERIAL, AND PROFESSIONAL  
ASSOCIATION OF VALLEJO**

This Supplemental Agreement is between the City of Vallejo, hereinafter referred to as the City, and the Confidential, Administrative, Managerial, and Professional Association of Vallejo, hereinafter referred to as the Association, for the purpose of modifying the July 1, 1999 – June 30, 2010 Agreement as amended in July 2004 between the parties. The City and the Association agree to the following:

1. Add the Human Resources Specialist classification to salary range 135, effective pay period beginning October 14, 2006.

IN WITNESS WHEREOF, the parties hereto acting by, and through their duly authorized representatives, have executed this Supplemental Agreement this 11<sup>th</sup> day of July, 2007.

FOR THE CITY OF VALLEJO:

FOR THE CAMP:

\_\_\_\_\_  
JOSEPH M. TANNER  
CITY MANAGER

\_\_\_\_\_  
RUSS SHERMAN  
PRESIDENT

\_\_\_\_\_  
DENNIS MORRIS  
HUMAN RESOURCES DIRECTOR

ATTEST:

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

CITY OF VALLEJO

CLASSIFICATION SPECIFICATIONS

HUMAN RESOURCES SPECIALIST

**DEFINITION**

Under direction, to coordinate the day-to-day paraprofessional and technical support activities associated with employee benefits, payroll, recruitment, testing, classification, compensation, training and employee/employer relations; performs complex specialized and technical level work in support of either the Benefits Division or the Employment Division of the Human Resources Department; provides technical assistance to City management staff in employee benefits, payroll and employment related matters; performs related work as assigned.

**CLASS CHARACTERISTICS**

Incumbents in this classification assist the Human Resources Operations Manager and the Director of Human Resources in activities related to the specialized areas of benefits, payroll, employment, employee/employer relations and training. This includes the day-to-day contact with third party providers, management, employees and the public. This class is distinguished from Personnel Analyst in that the latter is responsible for performing professional level analytical and research work in the above areas.

**SUPERVISION RECEIVED AND EXERCISED**

Receives general direction from the Human Resources Operations Manager.

May supervise technical and support staff assigned to the Employment or Benefits Divisions of the Human Resources Department.

**EXAMPLES OF IMPORTANT RESPONSIBILITIES AND DUTIES** – *Important responsibilities and duties may include, but are not limited to the following:*

**When Assigned to Benefits, Payroll, and Training:**

Coordinate and administer the day-to-day activities of the Payroll and Benefits Section of the Human Resources Department. Assist payroll clerks with specific questions regarding payroll and health and welfare benefits.

Authorizes payroll document processing and enter changes and appropriate information into automated payroll system.

Review and monitor payroll changes related to pay and benefits. Update appropriate payroll and benefit information on automated payroll system. Prepare payroll deductions and remit a variety of payments and reports including medical and dental.



Update employee benefit changes with the addition, deletion or changes in health care providers. Make adjustments in leave accruals as indicated the various memorandums of understanding.

Complete enrollment forms for changes in marital status and dependant status for health, dental, vision plans. Update other forms to implement change in deferred compensation, PERS beneficiary status, life insurance beneficiary status.

Coordinate the activities associated with the CalPERS automated information system for the City of Vallejo. Perform direct entry to initiate changes relating to appointment, participant, employee demographics, dependants and enrollment changes.

Provide support on various employee and retiree benefit programs; answer employee questions and assist them in filing claims for benefits.

Interact with benefit plan providers to resolve coverage and claims issues on behalf of employees; assist employees with and coordinate benefit requests for COBRA and Family Medical Leave, short term and long term disability, retirement, life insurance.

Coordinate with benefit providers for special long term care benefit and short term disability payments; prepare monthly billing statements for long and short term disability.

Enters claims into automated information system for a variety of health, welfare, retirement, life and educational payments and reimbursements. Authorizes payment and reimbursements in the absence of supervisor.

Conducts new employee orientations; coordinates open enrollment activities and communicates with health and welfare providers regarding open enrollment. Completes administrative documents and assists employees with the exit interview process.

Acts as point for contact for with PERS regarding employee's health and welfare benefits, retirement, employee benefit and policy changes.

Assists professional staff in performing and conducting studies, special projects, administrative and technical functions.

Performs data collection, entry and analysis.

Ensures areas of responsibility are in compliance with related Federal and State laws, Civil Service Rules and memorandum of understanding, and applicable legislation.

Establishes and maintains filing and reporting systems.

Coordinate the deferred compensation activities including the authorizing of enrollment and changes to enrollment; notify and schedule employees for meetings with deferred compensation providers.

Review and process new hire application packets. Complete emergency contact forms.

Maintain records and documents systems pertaining to health, welfare, retirement, deferred compensation, employee compensation and benefits and training. Communicate statistical data relating to the above to other agencies and interested parties.

Provide administrative support in coordinating and scheduling City-wide or department specific training programs, including set-up of training facilities, may prepare administrative related contracts.

Administers the City-wide evaluation program; assists supervisors with automated evaluation program, ensure that information is current for new employees, ensure that evaluations are completed in a timely fashion and that evaluation data is prepared and distributed to appropriate management and the City Council.

Acts as systems administrator for a variety of automated payroll and benefits systems. Assists Human Resources Operations Manager and Information Technology Section with new software and computer program implementation.

Maintains mandated records as required by law.

Performs other related duties as assigned.

**When Assigned to Recruitment, Testing and Classification:**

Develop recruitment plans and conduct recruitments for elementary and continuous recruitments. Assist professional staff with more complex recruitments.

Develops, coordinates and implements selections processes, including review and development of a variety of testing instruments.

Drafts job announcements, interview questions, rating sheets, recruitment advertisements and written correspondence.

Interprets and analyzes exam scores, set pass points, prepares reports to document results.

Maintains eligibility lists, recalls lists and classification descriptions.

Acts as systems administrator for the human resources automated applicant tracking system including the implementation of systems updates and changes. Attends user group meetings and trainings related to applicant tracking system. Makes recommendations to management regarding operations and systems changes.

Explains and interprets Human Resources policies, procedures and practices to internal and external customers.

Assists professional staff in performing and conducting studies, special projects, administrative and technical functions.

Performs data collection, entry and analysis.

Ensures areas of responsibility are in compliance with related Federal and State laws, Civil Service Rules and memorandum of understanding, and applicable legislation.

Establishes and maintains filing and reporting systems.

Schedules, facilitates and conducts interviews.

Prepares selection materials.

Schedules, facilitates, proctors, and conducts interviews, written exams, assessment centers, and performance exams.

Coordinates the City's bilingual testing program. Maintains contact with bilingual testing vendors. Works with professional staff and operating department to determine appropriateness of test instruments.

Represents the City at community outreach events and career fairs.

Conducts research and makes recommendations regarding appropriate outreach sources and methods.

Screens employment applications.

Maintains mandated records as required by law.

Performs other related duties as assigned.

## **QUALIFICATIONS**

### **Knowledge of:**

Generally accepted theories, principles and practices of public human resources administration;

human resources information systems programs; principles and procedures of payroll accounting and benefits administration; recruitment and selection processes and procedures; classification and compensation plans; Federal and State employment laws; Federal and State tax laws pertaining to withholding, FICA, Medicare, etc; basic research methods and techniques; contemporary human resources and business software including work processing, database, spreadsheet and accounting applications; English usage and spelling, grammar and punctuation; record keeping methods and procedures.

### **Ability to:**

Coordinate the day-to-day technical and paraprofessional activities within an assigned division of the Human Resources Department; effectively complete assigned departmental personnel related services, operations and programmatic responsibilities; analyze problems; identify alternate solutions and implement recommendations in support of goals; perform basic independent research in carrying out administrative and

technical duties; collect, compile and present a variety of data in a meaningful way; assist in the development and implementation of various data collection, reporting and filing systems; review forms and reports for mathematical and accounting accuracy; use a personal computer and office equipment necessary for successful job performance; understand, interpret and apply complex policies, procedures and regulations; obtain information through interview; handle multiple project assignments; type at a speed necessary for successful job performance; communicate clearly and concisely, both orally and in writing establish and maintain effective working relationships with those contacted in the course of work.

**EXPERIENCE AND TRAINING GUIDELINES**

A typical way to obtain the knowledge and abilities would be:

**Experience:**

Three years of progressively responsible technical and administrative experience in personnel administration of which two years was at the Personnel Technician or its equivalent.

**Education:**

Equivalent to the completion of an Associate of Arts Degree from an accredited community college with course work in personnel, business administration or closely related field is desirable.

**License:**

When driving on City business, maintenance of a valid California driver's license and satisfactory driving record is required.

**Department Head Signature** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Date Adopted by CSC** April 9, 2007  
**Revised** \_\_\_\_\_ **New** April 9, 2007

**Class Code**  
**Pay Grade** 0135  
**Bargaining Unit** CAMP  
**EEOC Category** 05



CONSENT F

**Agenda Item No.**

**COUNCIL COMMUNICATION**

**Date:** July 10, 2007

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

**FROM:** Gary A. Leach, Public Works Director *GA*

**SUBJECT:** APPROVAL OF A RESOLUTION INITIATING PROCEEDINGS FOR THE LEVY AND COLLECTION OF ASSESSMENTS, PRELIMINARILY APPROVING THE ENGINEER'S REPORT, DECLARATION OF INTENTION FOR THE LEVY AND COLLECTION OF ASSESSMENT FOR THE HIDDENBROOKE MAINTENANCE DISTRICT AND SETTING THE FY 2007/2008 PUBLIC HEARING FOR JULY 24, 2007

**BACKGROUND AND DISCUSSION**

The City of Vallejo has a total of twenty-six (26) Landscape and Lighting Districts (LMD), twelve (12) of which were created under the Landscape and Lighting Act of 1972, and fourteen (14) created under the 1911 Act. Public Hearings for twenty-five (25) of the LMD's covered under the 1911 and 1972 Acts were previously conducted on June 12, 2007. This resolution for the final District formally starts the process for establishing the Fiscal Year (FY) 2007/2008 assessment for the Hiddenbrooke Maintenance District (HMD).

The HMD has come under separate Council action to allow the Hiddenbrooke Homeowners Association time to review public financial information regarding their District.

The Sky Valley Maintenance Assessment District was originally formed and approved on January 28, 1992, pursuant to Chapter 14.30 of the Vallejo Municipal Code and Resolution 92-46 N.C. The FY 1999/2000 Engineer's Report changed the name to the Hiddenbrooke Maintenance District and assessed the first levy against parcel owners.

Annually, Engineer's Reports are prepared for each 1972 Act District. This report analyzes the districts based on "equivalent benefit units" (EBU) and proposes assessments for each parcel based on the special benefits the parcels within the district receive. The FY 2007/2008 estimated budget for HMD is included as part of the Preliminary Engineer's Report.

The benefit formula used for the HMD and proposed parcels reflects the composition of the parcels, and the improvements and services provided to each parcel. The funds collected through annual assessments will be dispersed and used only for the improvements and services provided within the HMD.



The City Council appointed MuniFinancial as the Engineer of Work and directed the preparation of the Engineer's Report for the HMD. In accordance with the 1972 Landscape and Lighting Act, the assessment must be reaffirmed by the City Council as estimated in the Preliminary Engineer's Report. The Preliminary Engineer's Report for the HMD is available for review in the City Clerk's Office and in the Department of Public Works, 555 Santa Clara Street, Vallejo, CA.

### Fiscal Impact

For FY 2007/2008, except for the need for an inflationary adjustment based on the Consumer Price Index for All Urban Consumers (CPI-U), calculated by the U.S. Department of Labor, Bureau of Labor Statistics (BLS) for the Consolidated Metropolitan Statistical Area (CMSA) covering San Francisco-Oakland-San Jose, the proposed assessments outlined in the Engineer's Report represent no change from the previous year's assessment applied in FY 2006/2007, and are within the limits approved by the property owners. As such, the proposed assessment, \$ 577.04 (five-hundred and seventy-seven dollars and four cents) 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 XIIC and XIID (Proposition 218).

The General Fund will contribute to the Hiddenbrooke Maintenance District as stated below. The contribution is due to a general benefit to the city and received by properties outside the HMD that cannot be assessed to properties within the HMD boundary. The City's general benefit contribution for FY 2007/2008 will be made by the General Fund and is estimated to be:

Hiddenbrooke Parkway @ 25% percent =	\$1,562.00 per year
Welcome Center @ 0.5% =	<u>\$ 800.00 per year</u>
Total	\$2,362.00 per year

### RECOMMENDATION

Begin the process and adopt a resolution initiating proceedings for the levy and collection of assessments, preliminarily approving the Engineer's Report and Declaration of Intention for the Levy and Collection of Assessment for the Hiddenbrooke Maintenance District (HMD) and setting a Public Hearing on these matters to be held by the City Council on **Tuesday, July 24, 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 for FY 2007/2008.

### 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, as none of the proceeds will be used for capital expenses, but will be used instead for operation and maintenance.

### PROPOSED ACTION

Adopt a resolution initiating proceedings for the levy and collection of assessments, preliminarily approving the Engineer's Report and Declaration of Intention for the Levy and Collection of Assessment for the Hiddenbrooke Maintenance District (HMD) and setting a Public Hearing on July 24, 2007 for FY 2007/2008.

### DOCUMENTS AVAILABLE FOR REVIEW

- a. Resolution initiating proceedings for FY 2007/2008 levy and collection of assessments, preliminarily approving the Engineer's Report and declaration of intention for the levy and collection of assessments for the Hiddenbrooke Maintenance District and setting the Public Hearing for July 24, 2007, for FY 2007/2008.
- b. Engineer's Report available in Public Works Dept.; City Clerk's Office and JFK Library for review.

### CONTACT PERSONS

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JULY 10, 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 Hiddenbrooke Maintenance District (hereafter referred to as the "District"), 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 Act provides the City Council the authority to annually levy and collect assessments for the District on the Solano County tax roll on behalf of the City of Vallejo to pay for 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 District, to prepare and file an Engineer's Annual Levy Report (hereafter referred to as the "Engineer's Report") with the City Clerk in accordance with the Act; and

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

WHEREAS, this City Council has carefully examined and reviewed the Preliminary Engineer's Report as presented, and is preliminarily satisfied with 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 District, as set forth in said Report; and

WHEREAS, the assessments for the Districts were previously approved in accordance with the requirements of the California Constitution, Articles XIIC and XIID.

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

**Section 1** Engineer's Report: The City Council hereby orders MuniFinancial to prepare and file with the City Clerk the Preliminary Hiddenbrooke Maintenance District 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.

**Section 2** Proposed improvements and any substantial changes in existing improvements: The improvements within the District include: storm water management, street system maintenance, open space maintenance, landscape maintenance, geotechnical monitoring and maintenance, street tree maintenance, Welcome Center operation and maintenance, waterfall maintenance, monument maintenance and passive park maintenance and all appurtenant facilities and operations related thereto. The Engineer's Reports describes all the improvements and any substantial changes in existing improvements.



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

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

**Section 4** The "Engineer's Report" 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 to 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 District 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 District have been changed by Annexation 1, and are as described in the Engineer's Report, on file with the City Clerk, and incorporated herein by reference. The District is within the boundaries of the City of Vallejo, within the County of Solano, State of California.

**Section 8** Proposed Assessment Amounts: For Fiscal Year 2007/2008, except for the need for an inflationary adjustment based on the Consumer Price Index for All Urban Consumers (CPI-U), calculated by the U.S. Department of Labor, Bureau of Labor Statistics (BLS) for the Consolidated Metropolitan Statistical Area (CMSA) covering San Francisco-Oakland-San Jose, the proposed assessments outlined in the Engineer's Report represent no change from the previous year assessment applied in Fiscal Year 2006/2007, and 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 XIIC and XIID.

**Section 9** Public Hearing: The City Council hereby declares its intention to conduct a Public Hearing concerning the levy of assessments for the District 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 District 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, July 24, 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** The City Clerk is hereby authorized and directed to give notice of such hearing.

**Section 13** 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 none of the proceeds will be used for capital expenses, but will be used instead for operation and maintenance.

JULY 10, 2007

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**CITY OF VALLEJO**  
**COUNCIL COMMUNICATION**

Agenda Item No. PUB HRG A

Date: July 10, 2007

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

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

**SUBJECT:** Approval of resolutions collectively referred to as "Mare Island Specific Plan Amendment II" (SPA II) as follows: 1) Approval of Resolution approving the Addendum to the Final Subsequent Environmental Impact Report and amending the Mare Island Specific Plan (SP #98-01C) and; 2) Approval of a Resolution holding on first reading an Ordinance amending Chapter 16.38 of the Vallejo Municipal Code (CTA #06-0006); and 3) Approval of a resolution holding on first reading an Ordinance Adopting the Mare Island Specific Plan, as amended, as the Mare Island Planned Development Master Plan.

**BACKGROUND & DISCUSSION**

Lennar Mare Island, LLC (Lennar) and the City of Vallejo (City) propose to amend the 2005 Mare Island Specific Plan Amended and Restated, (2005 Specific Plan) and to amend the City of Vallejo Municipal Code (VMC) regarding policies related to Mare Island historic resources and the Mare Island Historic District (Historic District). The proposed amendments are collectively referred to as "Specific Plan Amendment II", (SPA II). The purpose of SPA II is to:

- A. Address commitments made by Lennar regarding impacts of the 2005 Preliminary Development Plan (Development Plan) on the Historic District, pursuant to a Settlement Agreement between Lennar, the National Trust for Historic Preservation (NTHP), two individuals representing the Vallejo Architectural Heritage Foundation (VAHF) and the City.
- B. Incorporate appropriate mitigation measures, as required by the certified Final Subsequent Environmental Impact Report (SEIR) Mitigation Monitoring Program (MMP) for the 2005 Specific Plan, as part of the Historic Project Guidelines.
- C. Address issues that have evolved since the adoption of the 2005 Specific Plan, including land use restrictions related to the inactive dredge ponds, clarification of building standards for new residential subdivisions, and other non-substantive changes and corrections throughout the documents.
- D. Amend the Vallejo Municipal Code to provide consistency with the 2005 Specific Plan regarding historic resources within the Historic District.

### Settlement Agreement

On April 11, 2006, the City Council approved a Settlement Agreement between Lennar, NTHP, two members of VAHF, and the City. The NTHP and VAHF had expressed their intention to challenge the certification of the Final SEIR for the 2005 Specific Plan, stating that the document failed to adequately assess the project impacts on the Historic District. This agreement committed Lennar to apply for an amendment to the 2005 Specific Plan that would incorporate the terms of the Settlement Agreement regarding demolition of historic resources within the Historic District. The primary terms of the Agreement include (1) Reclassification of 15 historic resources to upgrade their level of significance; (2) Retention of nine (9) historic resources originally approved for demolition; (3) Reuse of two contributing resources originally approved for retention with no planned reuse; (4) Additional criteria to demolish certain Notable Resources; and (5) Fund allocation to rehabilitate historic resources and to the Mare Island Historic Park Foundation. In addition to the above terms, as required, Lennar and City staff consulted with the NTHP and VAHF on the SPA II project, and included additional changes, clarifications, and corrections to the documents as recommended by representatives of both organizations.

As required by the Settlement Agreement, Lennar and City staff have incorporated the applicable terms of the Settlement Agreement into the 2005 Specific Plan documents, including the Specific Plan, Appendix B.1 Historic Project Guidelines, Appendix B.3 Historic Resources Catalogue, and Appendix D Development Plan.

### Mitigation Measures

SPA II incorporates two mitigation measures approved as part of the certified Final SEIR for the 2005 Specific Plan to minimize the impact on historic resources. (The Final SEIR is attached by reference.) This includes a requirement that project proponents submit a Feasibility Analysis prepared by a qualified consultant approved by the City that involves an evaluation of alternatives to full demolition, such as use of the alternative standards of the State Historic Building Code, relocation in a manner that is consistent with "Moving Historic Buildings", or additions, interior renovations, and partial demolition or new construction that may not strictly conform with the Standards. A cultural landscape evaluation is also required prior to carrying out any work within any of the ten landscapes identified as contributing resources to the National Register Historic District. These measures have been documented in Appendix B.1 Historic Project Guidelines.

### Additional Specific Plan Amendments

Lennar and City staff also propose to amend the 2005 Specific Plan to address several issues raised since December 2005. This includes a separate agreement to prohibit the reactivation of the 10 inactive dredge ponds on Mare Island, and restrict the activity within those areas to open space, conservation and managed wetland uses. In addition, revisions and corrections to the Land Use Plan have been made, specifically to the land use allocations for several

Reuse Areas on Mare Island. The tables and discussion in the 2005 Specific Plan include approximations in land use allocations; however, the SEIR for the 2005 Specific Plan and the Development Plan provide specific square footages. The proposed amendments would provide consistency between the documents and minimize potential conflict in future land use entitlements.

Other proposed amendments address requirements for new residential subdivisions on Mare Island, such as accessory structures (i.e. gazebos, patio covers, and trellises) and prohibiting garage conversions on Mare Island. Minor text edits have also been made to clarify or correct the documents, and Appendix B.1 Historic Project Guidelines has been reformatted to exclude duplicating information provided in Chapter 2.0 of the Specific Plan document, and to more clearly define the development review process required for projects within the Historic District.

#### Amendment to the Vallejo Municipal Code (VMC)

An amendment to Chapter 16.38 - Architectural Heritage and Historic Preservation, Section II Mare Island Amendment of the VMC is proposed as part of SPA II. Currently, the VMC calls for the development of Historic Project Guidelines for the preservation and treatment of Mare Island historic resources. However, given the adoption of the 2005 Specific Plan in December 2005, which included the completion and incorporation of Appendix B.1 Historic Project Guidelines and other related appendices, this requirement is no longer necessary. As proposed, this section of the VMC would be amended to delete most of the contents of the Mare Island Amendment and include a reference to the Mare Island Specific Plan for projects within the Mare Island Historic District.

#### Planning Commission Action

On June 18, 2007, the Planning Commission unanimously recommended that the SPA II project be forwarded to City Council for approval, and adopted the Addendum to the Final SEIR. The Planning Commission also recommended that page 112, Section 4.81, (B) New Walls and Fences, (ii) of the Specific Plan document be amended to state that chain link fencing is not allowed in any yard in the residential areas of Mare Island.

#### Architectural Heritage and Landmarks Commission Action

On May 17, 2007, the Architectural Heritage and Landmarks Commission (AHLIC) unanimously recommended that SPA II, specifically addressing the historic resources within the Mare Island Historic District, be forwarded to City Council for approval.

#### **FISCAL IMPACT**

The proposed amendments will support the Development Plan of the 2005 Specific Plan,

The proposed amendments will support the Development Plan of the 2005 Specific Plan, which will provide revenue benefits to the City from property taxes, property transfer taxes, sales tax revenues from residents, employees, and business to business transactions, use taxes, franchise taxes, transient occupancy taxes, business license taxes, motor vehicle in lieu fees and other permit fees. These revenues will be invested in the Community Facilities District 2002-01 to support municipal service costs on Mare Island. At build-out, the Development Plan will generate annual net fiscal revenues substantially in excess of costs. As such, the proposed amendments will assist the City in meeting and sustaining its future fiscal responsibilities related to Mare Island.

### **ENVIRONMENTAL REVIEW**

On November 30, 2005, the City Council certified the Final SEIR for the 2005 Specific Plan (attached by reference.), adopted a statement of overriding considerations, and approved a Mitigation Monitoring Program (attached by reference) for the project. The proposed SPA II does not include any increase in the development program approved in 2005 and pursuant to Section 15164 of the CEQA Guidelines, an Addendum to the Final SEIR has been prepared. (See Attachment 2-G.) Based on the analysis provided in the Addendum, the proposed amendments to the 2005 Specific Plan and Chapter 16.38 of the Vallejo Municipal Code do not require major changes to the 2005 Specific Plan, no new significant or substantially more severe environmental effects would result from the proposed amendment to the 2005 Specific Plan, and none of the criteria in CEQA Guidelines Section 15162 are present; therefore no subsequent EIR or additional CEQA compliance is required for the adoption of the amendment to the 2005 Specific Plan or Chapter 16.38 of the Vallejo Municipal Code.

SPA II would not trigger preparation of a Subsequent EIR, under conditions set forth in CEQA Guidelines Section 15162 for the following reasons:

- a. The proposed SPA II does not represent a substantial change from the 2005 Specific Plan. The retention and reuse of additional historic buildings would decrease the loss of historic resources. While it would increase the total amount of non-residential building area analyzed as part of the SEIR, Lennar has proposed to reduce the square footage of new buildings in the SPA II Preliminary Master Development Plan as part of the amendment, thereby maintaining the total amount of development as the 2005 Specific Plan. This change is noted in SPA II Appendix E and Chapter 3, Land Use Element. The remaining amendments would affect the process by which historic resources could be demolished and policy changes regarding land use, development standards and minor edits to the documents, including demolition criteria, elimination of the dredge ponds as an allowed activity, development standards, incorporation of applicable mitigations measures, and editorial changes, none which represent a significant change over the 2005 Specific Plan.

- b. SPA II contains no substantial changes that would require major revisions to the 2005 SEIR due to the involvement of significant environmental effects or a substantial increase in the severity of previously identified significant effects. While SPA II involves several changes regarding historic structures on Mare Island, these changes would not result in new or substantially increased impacts to the historic resources individually or to the Historic District. The proposed changes affecting dredge ponds, and the incorporation of standards for new residential subdivisions, mitigation measures from the SEIR, and non-substantive text changes would not affect the total amount of development analyzed and approved for the 2005 Specific Plan, and would therefore not result in new or substantially increased environmental effects previously identified in the SEIR.
- c. No new information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous SEIR was certified as complete, and the proposed SPA II would not have significant effects not discussed in the previous SEIR. The purpose of the Settlement Agreement was to address the impacts of the 2005 Development Plan on historic resources. The remaining elements regarding the dredge ponds, new residential subdivisions, mitigation measures and non-substantive text changes proposed as part of SPA II would not affect the environmental analysis. Therefore, there are no mitigation measures or alternatives, which are considerably different from those analyzed in the SEIR that would substantially reduce the environmental effects related to the project.

On June 18, 2007, the Planning Commission approved the Addendum to the Final Subsequent EIR for the 2005 Specific Plan prepared for SPA II.

### **RECOMMENDATION**

Staff recommends that the City Council approve the approve Addendum to the Final 2005 SEIR and approve the proposed amendments to the 2005 Specific Plan and Chapter 16.38 of the Vallejo Municipal Code, as outlined in the attached ordinances and resolutions. The proposed SPA II satisfies City's and Lennar's obligations from the Settlement Agreement to include certain negotiated terms as part of an amendment to the 2005 Specific Plan. These changes address the concerns of NTHP, VAHF and members of the AHLC by minimizing or reducing the impacts of the 2005 Development Plan on the Historic District. The approved Development Plan has been revised to reflect the additional retained historic resources and the associated documents have also been edited and reformatted to more clearly define the development review process required for projects within the Historic District. SPA II also incorporates restrictions on the dredge ponds, corrects and clarifies land use allocations, and includes additional standards to enhance the residential subdivisions on the Island, in addition to other minor corrections and clarifications that improve the document. Lastly, the proposed amendment to Chapter 16.38 of the VMC provides consistency with the 2005 Specific Plan.

includes additional standards to enhance the residential subdivisions on the Island, in addition to other minor corrections and clarifications that improve the document. Lastly, the proposed amendment to Chapter 16.38 of the VMC provides consistency with the 2005 Specific Plan.

The Planning Commission and the Architectural Heritage and Landmarks Commission both unanimously support the amendments.

### **PROPOSED ACTION**

Approve a resolution approving the Addendum to the Final SEIR and amending the 2005 Specific Plan; Approve a resolution amending Chapter 16.38 of the Vallejo Municipal Code, holding on first reading an ordinance amending the Vallejo Municipal Code {Section 2 (Part) of Ord. No. 558 N.C. (2d) as amended}; and Approve a resolution holding on first reading an Ordinance Adopting the Mare Island Specific Plan, as amended, as the Mare Island Master Plan.

### **DOCUMENTS ATTACHED**

#### Attachment 1

1-A. Resolution Approving an Addendum to the Final SEIR and Amending the Mare Island Specific Plan (SPA #98-01C)

1-B. Resolution Holding on First Reading an Amendment to Vallejo Municipal Code Chapter 16.38 (CTA #06-0006)

Exhibit A to Attachment 1B: [Draft] Ordinance Amending Chapter 16.38 of the Vallejo Municipal Code

1-C. Resolution Holding on First Reading an Ordinance Adopting the Mare Island Specific Plan, as amended, as the Mare Island Master Plan. Master Plan

Exhibit A to Attachment 1C: [Draft] Ordinance of the City of Vallejo approving the Mare Island Specific Plan, as amended, as the Mare Island Planned Development Master Plan.

1-D. Planning Commission Draft Meeting Minutes and Staff Report Dated June 18, 2007 w/out Attachments

1-E. Architectural Heritage and Landmarks Commission Draft Meeting Minutes and Staff Report Dated May 17, 1007 w/out Attachments

#### Attachment 2



- 2-D. Appendix B.3 Amended Historic Resources Catalogue
- 2-E. Appendix E Amended Preliminary Master Development Plan
- 2-F. Proposed Text Changes to Chapter 16.38
- 2-G. Addendum to the Final Subsequent Environmental Impact Report
- 2-H. Comments from the National Trust for Historic Preservation and Vallejo Architectural Historic Foundation Provided on May 17, 2007

CONTACT: Don Hazen, Planning Manager  
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Michelle Hightower, Senior Planner  
(707) 648-4506, mhightower@ci.vallejo.ca.us

## **ATTACHMENT 1**

### **SP #98-01C and CTA #06-0006 Resolution and Ordinances**

#### **City Council Report – July 10, 2007**

**1-A. Resolution Approving an Addendum to the Final SEIR and Amending the Mare Island Specific Plan (SPA #98-01C)**

**1-B. Resolution Holding on First Reading an Amendment to Vallejo Municipal Code Chapter 16.38 (CTA #06-0006)**

**Exhibit A to Attachment 1B: [Draft] Ordinance Amending Chapter 16.38 of the Vallejo Municipal Code**

**1-C. Resolution Holding on First Reading an Ordinance Adopting the Mare Island Specific Plan, as amended, as the Mare Island Master Plan. Master Plan**

**Exhibit A to Attachment 1C: [Draft] Ordinance of the City of Vallejo approving the Mare Island Specific Plan, as amended, as the Mare Island Planned Development Master Plan.**

**1-D. Planning Commission Draft Meeting Minutes and Staff Report Dated June 18, 2007 w/out Attachments**

**1-E. Architectural Heritage and Landmarks Commission Draft Meeting Minutes and Staff Report Dated May 17, 2007 w/out Attachments**

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

RESOLUTION OF THE VALLEJO CITY COUNCIL APPROVING AN ADDENDUM TO THE FINAL SUBSEQUENT ENVIRONMENTAL IMPACT REPORT FOR THE 2005 MARE ISLAND SPECIFIC PLAN AMENDED AND RESTATED FOR THE MARE ISLAND SPECIFIC PLAN AMENDMENT II PROJECT, AND ADOPTING THE MARE ISLAND SPECIFIC PLAN, AS AMENDED BY THE MARE ISLAND SPECIFIC PLAN AMENDMENT II PROJECT (SP#98-01C)

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

WHEREAS, the Mare Island Specific Plan describes the goals, policies and standards for the reuse of the former Mare Island naval Shipyard; and

WHEREAS, Section 65450 *et seq.* of the California Government Code provides for preparation and adoption of Specific Plans for the systematic implementation of the General Plan; and

WHEREAS, on March 30, 1999 the City of Vallejo adopted "Findings related to the approval of the Mare Island Specific Plan and Reuse Project"; and

WHEREAS, on December 6, 2005, the City of Vallejo adopted "Findings related to approval of the 2005 Mare Island Specific Plan Amended and Restated" which superseded the 1999 Mare Island Specific Plan; and

WHEREAS, the proposed amendments to the 2005 Mare Island Specific Plan (SP #98-01C) and Chapter 16.38 of the Vallejo Municipal Code are collectively known as Specific Plan Amendment II or SPA II;

WHEREAS, the Mare Island Specific Plan is comprised of the following documents that will be amended:

1. Mare Island Specific Plan
2. Appendix B.1 Historic Project Guidelines
3. Appendix B.3 Historic Resources Catalogue
4. Appendix E Preliminary Master Development Plan

WHEREAS the proposed text of the 2005 Mare Island Specific Plan, comprised of the above documents, is set forth in Attachments 2B-2E incorporated herein to this resolution by this reference.

WHEREAS, the Mare Island Specific Plan, as amended by the SPA II (SP #98-01C) is intended to replace and supersede the 2005 Mare Island Specific Plan; and

WHEREAS, when compared to the 2005 Mare Island Specific Plan, the Mare Island Specific Plan, as amended by the SPA II (SP #98-01C) includes additional regulations regarding historic resources and minor clarifications and corrections; and

WHEREAS, the Mare Island Specific Plan as amended by the SPA II (SP #98-01C) relates to the reuse of the former Mare Island Naval Shipyard ("Mare Island") on approximately 5,250 acres of land located within the City of Vallejo ("City"); and

WHEREAS, the City has complied with the requirements of the Local Planning Law (Government Code section 65300 et seq.), the current State of California General Plan Guidelines, and the City's applicable ordinances and resolutions with respect to approval of the Mare Island Specific Plan, as amended by the SPA II (SP #98-01C); and

WHEREAS, pursuant to Government Code Section 65090, notice of this action was published in at least one newspaper of general circulation within the City of Vallejo at least ten calendar days before the public hearing; and

WHEREAS, an Addendum to the certified Final Subsequent Environmental Impact Report (SEIR) for the SPA II project has been prepared; and

WHEREAS, on May 17, 2007 the Architectural Heritage and Landmarks Commission held a public hearing on the project and voted unanimously to forward a recommendation to the City Council to adopt SPA II; and

WHEREAS, the official record for this project includes, but is not limited to, the staff reports, minutes, application materials, and all letters, comments and materials received at the public hearings; and

WHEREAS, the City of Vallejo Planning Commission conducted a duly noticed public hearing to consider SPA II (SP #98-01C) on June 18, 2007 at which testimony and evidence, both written and oral, were presented to and considered by the Planning Commission, and the Planning Commission approved the amendments, and made the required findings; and

WHEREAS, the City Council has reviewed the report on SPA II (SP #98-01C) provided to the Architectural Heritage and Landmarks Commission on May 17, 2007 and Planning Commission on June 18, 2007, draft meeting minutes, and all other comments and information provided by the applicant; and

WHEREAS, the City Council, on July 10, 2007, in the City Council Chambers of City Hall, 555 Santa Clara Street, held a public hearing to consider the Addendum to the Final SEIR and SPA II (SP #98-01C); and

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

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

NOW, THEREFORE, BE IT RESOLVED 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 including the modified project proposed, and testimony, that the City Council of the City of Vallejo makes the following findings:

**Section 1.** Pursuant to Section 15164 of the California Environmental Quality Act (CEQA) Guidelines, an Addendum to the Final SEIR for the 2005 Mare Island Specific Plan has been prepared for SPA II and based on the analysis provided in the Addendum, the proposed project does not require major changes to the 2005 Mare Island Specific Plan, no new significant or substantially more severe environmental effects would result from the proposed project, and none of the criteria in CEQA Guidelines Section 15162 are present; therefore no subsequent Environmental Impact Report or additional CEQA compliance is required for the adoption of the amendment to the Mare Island Specific Plan or Chapter 16.38 of the Vallejo Municipal Code.

**Section 2.** The City's role in the project is not complete and changes or additions are necessary, but none of the conditions triggering a Subsequent EIR, negative Declaration or Supplemental EIR have occurred, as only minor technical changes or additions are necessary in this action.

**Section 3.** The Council concurs with staff's decision to prepare an Addendum to the Final Subsequent EIR as no new significant or substantially more severe environmental effects would result from the proposed project, as described in the staff report.

**Section 4.** The Council has independently considered the Addendum with the Final SEIR and exercised its independent judgment and analysis and in doing so the Addendum to the Final SEIR is deemed certified as complete, adequate and prepared in compliance with CEQA.

**Section 5.** The City Council of the City of Vallejo finds, based on the facts contained in the staff report incorporated herein by this reference, and given all the evidence presented to it including the evidence at the public hearing, that as amended, the Mare Island Specific Plan:

A) Is consistent with the goals and policies of the Vallejo General Plan including but not limited to:

i) General Plan Land Use Compatibility and Density Goal 3 in that the Mare Island Specific Plan, as amended, continues to encourage mixed use commercial, industrial and residential development on Mare Island in a manner that accounts for Mare Island's unique and

complex land use patterns, historic resources, and environmental constraints;

ii) General Plan Commercial Development Goal 7 in that the Mare Island Specific Plan, as amended, continues to promote the use of Mare Island as a commercial and economic asset for the City of Vallejo; and

iii) General Plan Industrial Development Goal 3, Policy 3 in that the Mare Island Specific Plan, as amended, continues to guide industrial development on Mare Island, which recognizes and encourages flexible design and land use standards.

iv) The findings contained in the December 2005 "City of Vallejo Findings Related to the Approval of the Mare Island Reuse Project" and adopted by the Vallejo City Council on March 20, 1999 continue to exist, and as they related to the amendments to the Mare Island Specific Plan are incorporated herein by this reference.

B) Is consistent with the provisions of Chapter 16 of the Vallejo Municipal code and Part I of Chapter 17 of the Vallejo Municipal Code.

BE IT FURTHER RESOLVED THAT The City Council of the City of Vallejo hereby:

1. APPROVES the Addendum to the Final SEIR prepared for the SPA II project.
2. ADOPTS the Mare Island Specific Plan, as amended by SPA II (SP #98-01C), subject to any non-substantive minor spelling or technical revisions approved by the City Attorney.

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

RESOLUTION OF THE VALLEJO CITY COUNCIL HOLDING AN ORDINANCE  
ON FIRST READING AMENDING CHAPTER 16.38 OF THE VALLEJO  
MUNICIPAL CODE "ARCHITECTURAL HERITAGE AND HISTORIC  
PRESERVATION"

BE IT RESOLVED by the Vallejo City Council as follows:

WHEREAS, on June 4, 2007 the Planning Commission adopted a Resolution of Intention directing staff to revise Chapter 16.38 – Architectural Heritage and Historic Preservation, Section II Mare Island Amendment of the Vallejo Municipal Code as part of the Amendment to the 2005 Mare Island Specific Plan Amended and Restated (2005 Specific Plan) project, referred to as SPA II; and

WHEREAS, on June 18, 2007, the Planning Commission held a public hearing to consider Code Text Amendment #06-0006 to revise Chapter 16.38 – Architectural Heritage and Historic Preservation, Section II Mare Island Amendment of the Vallejo Municipal Code as part of the SPA II project; and

WHEREAS, the City Council, on July 10, 2007, in the City Council Chambers of City Hall, 555 Santa Clara Street, held a public hearing on Code Text Amendment #06-0006; and

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

WHEREAS, the City Council adopted an Addendum to the Final Subsequent Environmental Impact Report for the 2005 Specific Plan prepared for SPA II which determined that pursuant to Section 15164 of the California Environmental Quality Act (CEQA) Guidelines, no subsequent Environmental Impact Report or additional CEQA compliance is required for the approval of SPA II; 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; and

WHEREAS, the City Council finds that the proposed Code Text Amendment #06-0006 is consistent with the Goals, Objectives, Policies, and intent of the Vallejo General Plan.

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby holds on first reading an ordinance of the City of Vallejo, attached hereto as Exhibit A to Attachment

1B: [Draft] Ordinance of the City of Vallejo Amending Chapter 16.38 of the Vallejo Municipal Code.



[DRAFT] ORDINANCE NO. ( ) N.C. (2d)

AN ORDINANCE OF THE CITY OF VALLEJO AMENDING CHAPTER 16.38 OF  
THE VALLEJO MUNICIPAL CODE- "ARCHITECTURAL HERITAGE AND  
HISTORIC PRESERVATION"

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

SECTION 1. Section 16.38.030 of the Vallejo Municipal Code is hereby amended and shall read as follows:

**"§16.38.030 Sources of Regulatory Authority for Contributing Resources on Mare Island.**

The purpose of sections 16.38.30 through 16.38.32 is to establish the sources of regulatory authority which set forth the standards, procedures and regulations for contributing resources on the former Mare Island Naval Shipyard (Mare Island). The sources listed in this section are in addition to any other applicable local, state or federal law which may apply.

SECTION 2. Section 16.38.031 of the Vallejo Municipal Code is hereby amended and shall read as follows:

**§16.38.031 Development Review within the Mare Island Historic District**

All new construction, demolition, alteration and relocation of contributing resources, including but not limited to landscaping, signage, and fencing within the Mare Island Historic District, as defined in the Mare Island Specific Plan, shall be subject to the standards, regulations and procedures as contained in the following documents:

- 1) The Mare Island Specific Plan/Master Plan, and all of its appendices, particularly:
  - a) Appendix B.1 Mare Island Historic District Project Guidelines.

SECTION 3. Section 16.38.032 of the Vallejo Municipal Code is hereby amended and shall read as follows:

**§16.38.032 Designation of landmarks**

Additional contributing resources including previously unevaluated or undiscovered resources may be designated as city landmarks by the commission

pursuant to Part III of this chapter. Such previously unevaluated or undiscovered resources may be potentially eligible for listing in the California Register of Historical Resources. ”

SECTION 4. Sections 16.38.033 through 16.38.049 are hereby repealed.

SECTION 5. SEVERABILITY

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

SECTION 6. EFFECTIVE DATE

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

(Provided in Section 6.0 of the Historic Project Guidelines.)

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

RESOLUTION OF THE VALLEJO CITY COUNCIL HOLDING AN ORDINANCE  
ON FIRST READING ADOPTING THE MARE ISLAND SPECIFIC PLAN, AS  
AMENDED, AS THE MARE ISLAND PLANNED DEVELOPMENT MASTER PLAN

BE IT RESOLVED by the Vallejo City Council as follows:

WHEREAS, Pursuant to Ordinance No. 1381 N.C. (2d), the City Council shall adopt a master plan upon the determination that the master plan meets the requirements of the ordinance; and

WHEREAS, the Mare Island Specific Plan, as amended by the Specific Plan Amendment #98-01B in Resolution No. 05-406, meets the requirements of the ordinance and shall serve as the Mare Island Specific Plan / Planned Development Master Plan, and shall be referred to as the Mare Island Specific Plan/ Planned Development Master Plan; and

WHEREAS, the City Council adopted the Specific Plan Amendment #98-01B, concurrent with this action, and with the appropriate findings articulated in the accompanying resolution, including adoption of the Subsequent Environmental Impact Report; and

WHEREAS, the Mare Island Specific Plan / Planned Development Master Plan furthers the stated purpose of the MUPD, Mixed Use Planned. Development, District since it will facilitate the development and redevelopment of land, the former Mare Island Naval Shipyard; and

WHEREAS, the Mare Island Specific Plan / Planned Development Master Plan is in conformity with public convenience, the general welfare and good land use practice by converting and reusing the former Mare Island Naval Shipyard for industrial, commercial, residential, open space, recreation, cultural and institutional uses for the benefit of the greater Vallejo community, as discussed in the Planning Commission staff report dated March 1, 1999, in the City Council staff report relative to Specific Plan Amendment #98-01B dated November 29, 2005, and in the staff report relative to the Specific Plan Amendment #98-01C dated June 18, 2007; and

WHEREAS, the Mare Island Specific Plan / Planned Development Master Plan incorporates the mitigation measures identified in the Final Environmental Impact Statement / Environmental Impact Report for the Disposal and Reuse of Mare Island Naval Shipyard and will not be detrimental to health, safety and general welfare, as discussed in the City Council staff report dated March 1, 1999 and in the Final Subsequent Environmental Impact Report for the 2005 Mare Island Specific Plan Amended and Restated, as discussed City Council staff report relative to Specific Plan Amendment #98-01B dated November 29, 2007, and in the Addendum to the Final

Subsequent Environmental Impact report in the City Council staff report relative to Specific Plan Amendment #98-01C dated July 10, 2007; and

WHEREAS, the Mare Island Specific Plan / Planned Development Master Plan will not adversely affect the orderly development or the preservation of property values since the conversion and reuse of the Mare Island Naval Shipyard will result in new economic development opportunities for the greater Vallejo community, as discussed in the City Council staff report dated March 1, 1999, in the City Council Staff Report relative to Specific Plan Amendment #98-01B dated November 29, 2005, and the City Council staff report relative to Specific Plan Amendment #98-01C dated June 18, 2007; and

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

WHEREAS, the City Council adopted an Addendum to the Final Subsequent Environmental Impact Report for the 2005 Specific Plan prepared for SPA II which determined that pursuant to Section 15164 of the California Environmental Quality Act (CEQA) Guidelines, no subsequent Environmental Impact Report or additional CEQA compliance is required for the approval of SPA II; 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, BE IT RESOLVED that the City Council hereby holds on first reading an ordinance of the City of Vallejo attached hereto as Exhibit A to Attachment 1C: [Draft] Ordinance of the City of Vallejo adopting the Mare Island Specific Plan, as amended, as the Mare Island Planned Development Master Plan.

EXHIBIT A

ORDINANCE NO. N.C. (2d)

AN ORDINANCE OF THE CITY OF VALLEJO ADOPTING  
THE MARE ISLAND SPECIFIC PLAN, AS AMENDED, AS THE  
MARE ISLAND PLANNED DEVELOPMENT MASTER PLAN

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

SECTION 1. Findings and Determination.

The City Council hereby finds and determines as follows:

1. Pursuant to Ordinance No. 1381 N.C. (2d), the City Council shall adopt a master plan upon the determination that the master plan meets the requirements of the ordinance.
2. The Mare Island Specific Plan, as adopted by City Council as Ordinance No. 1416 N.C. (2d), and as amended by City Council as Ordinance 1562 N.C. (2d), meets the requirements of the Ordinance No. 1381 N.C., as amended by Specific Plan Amendment #98-01C shall serve as the Mare Island Specific Plan / Planned Development Master Plan, and shall be referred to as the Mare Island Specific Plan/ Planned Development Master Plan.
3. The City Council has adopted the Specific Plan Amendment #98-01C, concurrent with this action, and with the appropriate findings articulated in the accompanying resolution, including, including adoption of the Addendum to the Subsequent Environmental Impact Report.
4. The Mare Island Specific Plan / Planned Development Master Plan furthers the stated purpose of the MUPD, Mixed Use Planned. Development, District since it will facilitate the development and redevelopment of land, the former Mare Island Naval Shipyard.
5. The Mare Island Specific Plan / Planned Development Master Plan is in conformity with public convenience, the general welfare and good land use practice by converting and reusing the former Mare Island Naval Shipyard for industrial, commercial, residential, open space, recreation, cultural and institutional uses for the benefit of the greater Vallejo community, as discussed in the City Council staff report dated March 1, 1999, in the City Council staff report relative to Specific Plan Amendment #98-01B dated November 29, 2005, and in the City Council staff report relative to Specific Plan Amendment #98-01C dated July 10, 2007.
6. The Mare Island Specific Plan / Planned Development Master Plan incorporates

the mitigation measures identified in the Final Environmental Impact Statement / Environmental Impact Report for the Disposal and Reuse of Mare Island Naval Shipyard and mitigation measures in the Final Subsequent Environment Impact Report for the 2005 Mare Island Specific Plan Amended and Restated and will not be detrimental to health, safety and general welfare, as discussed in the City Council staff report dated March 1, 1999 and in the City Council staff report relative to 2005 Specific Plan Amended and Restated #98-01B dated November 29, 2005.

7. The Mare Island Specific Plan / Planned Development Master Plan will not adversely affect the orderly development or the preservation of property values since the conversion and reuse of the Mare Island Naval Shipyard will result in new economic development opportunities for the greater Vallejo community, as discussed in the City Council staff report dated March 1, 1999, in the City Council staff report relative to Specific Plan Amendment #98-01B dated November 29, 2005, and in the City Council staff report relative to Specific Plan Amendment #98-01C dated July 10, 2007.

SECTION 2. Adoption of Master Plan.

The City Council adopts the Mare Island Specific Plan as amended by Specific Plan Amendment #98-01C as the Mare Island Planned Development Master Plan.

SECTION 3. Severability.

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

SECTION 4. Effective Date.

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

**2. Specific Plan 98-01C and Code Text Amendment 06-0006** for an amendment to Architectural Heritage and Historic Preservation Ordinance. Staff Person: Michelle Hightower, 648-4506.

Michelle Hightower: Good evening Commissioners. As stated, this is the Proposal to Amend the Mare Island Specific Plan. As you may know, in 1999, the Specific Plan was first adopted and Lennar Mare Island proposed an Amendment in 2005 to amend the Specific Plan to include more detailed information than the 1999 Plan included. This specifically included information on Historic Resources. The 2005 Specific Plan included a Development Plan that proposed demolition of 183 Historic Resources and concerns were expressed regarding this demolition by members of the Vallejo Architectural Heritage Foundation as well as the National Trust for Historic Preservation. They, as part of the review process for the 2005 Plan indicated an intent to challenge the City Council's approval, so, shortly after the approval of the Plan, the City entered into negotiations with the Vallejo Architectural Heritage Foundation and National Trust and in April of 2006, an Agreement was reached and the Specific Plan Amendment that you are considering today is to make sure that the negotiated terms of that Agreement have been incorporated into a new Specific Plan for Mare Island. Staff also took this time to incorporate mitigation measures from the 2005 Final Subsequent Environmental Impact Report that was prepared for the 2005 Plan and also to address some issues that have taken place since the adoption of the 2005 Plan. Lastly, the purpose of this Specific Plan Amendment is to amend the Vallejo Municipal Code regarding Mare Island Historic Resources. As a part of the Settlement Agreement as stated, Lennar is to apply for an Amendment to the Specific Plan so we are collectively referring to this project as SPA-2, and that includes the primary terms which are listed for you - the retention of nine buildings designated for demolition, as I stated, 183 buildings were proposed for demolition. One of the negotiated terms is to retain 9 additional buildings. Also, to reuse buildings that were currently designated with no reuse.

The Mare Island Specific Plan included the Historic Project Guidelines, and as a part of the Historic Project Guidelines, a classification system was established. The classification system includes City Landmarks as the highest designation, and Notable Resources as the mid-level, and Component Resources as the lowest level, stating that they do not have individual significance but they contribute to the district. So, one of the negotiated terms of the Settlement Agreement was to elevate 15 of the buildings from the lowest designation or classification to the mid-level, which is Notable Resources. In addition to that, the Agreement includes more stringent criteria to demolish certain Notable Resources. In the Historic Project Guidelines, currently there are four requirements that a project proponent would have to submit before they can demolish an Historic Resource. We included three additional criteria. Lennar also included as part of a separate agreement or as part of the mitigation, to allow a loan up to \$250,000 for property owners to rehabilitate their properties, and this is included in the Historic Project Guidelines. Lastly, as part of the Settlement Agreement, Lennar and City Staff were to consult with the National Trust and members of the Vallejo Architectural Heritage Foundation on the project. This shows several examples of some of the buildings that were reclassified and retained as part of the negotiations. Building 527 is a warehouse. It will now be retained. Building 854 was a former pump house. It will now be retained. Building 766 was a former latrine. It has now been reclassified from a Component to a Notable as well as Building 6D which is a garage, and Building 259 which was reclassified from a Component to a Notable. It was formerly used for storage.

So as part of the Settlement Agreement, we have several changes. We have the Specific Plan document, Chapter 2, Attachment B, in the packet.

The Settlement Agreement negotiated terms have been incorporated into this particular chapter. We have reformatted that document and we have also included several deletions to remove duplicated information that's also in the Historic Project Guidelines. In the Historic Project Guidelines, which is your Attachment C, we have also reformatted the document and amended the tables, the demolition criteria, as well the process to include those negotiated terms previously stated. Also, the Historic Resources Catalogue which is your Attachment D – we changed the description of those buildings that have been reclassified as well as changed the indexes. In the Preliminary Development Plan, which is your Attachment E, we have changed the classifications as required and also we have reduced the number of new buildings that Lennar can build to offset those numbers of buildings that will be retained so that there will be no new developments. And, we have also consulted with the National Trust and the Vallejo Architectural Heritage Foundation throughout this process. We met with them in September and several meetings in the months of April and May, and we've included in your packet, the Staff report to the Architectural Heritage and Landmarks Commission as well as comments from those two agencies. The Specific Plan Amendment 2 Project also incorporates mitigation measures that were required as part of the Subsequent Environmental Impact Report. One of those is to include a Feasibility Analysis for the Proposed Demolitions that requires a project proponent to analyze all of reuse and relocation options before they submit a request to demolish a Notable building. Also, as a mitigation, project proponents that have projects within a Historic Landscape must submit a Cultural Landscape Evaluation and the photograph shows Club Drive Park which is an example of an Historic Landscape.

Other Specific Plan Amendments include, as a part of a Separate Agreement, we are prohibiting re-activation of the ten inactive dredge ponds. There were a number of revisions made and corrections throughout the documents, specifically relating to the Land Use Table. The Land Use Table in the Specific Plan Document as it currently exists used approximations, and, to eliminate any confusion, the document has been revised so that the Land Use Table matches exactly with the table provided in the Environmental Impact Report as well as the Development Plan. And we also included requirements for new residential subdivisions. One primary requirement is that we will not allow garage conversions on Mare Island. We also require that any enclosures of patios must be approved through our unit plan process.

The Amendments to the Vallejo Municipal Code include deleting a lot of the information that is currently in Section 2 of Chapter 16.38.C currently the Vallejo Municipal Code calls for the development of Historic Project Guidelines and, as stated in 2005, the Guidelines were included as part of the Specific Plan and so therefore that information is no longer valid. We have deleted information or project requirements that are currently in the Vallejo Municipal Code and now replaced it with a reference to go to the Mare Island Specific Plan for all projects within the Mare Island Historic District, and that makes the Vallejo Municipal Code and the Mare Island Specific Plan, consistent. So, as part of this approval process, we met with the Architectural Heritage Landmarks Commission. First in September, we had a study session and then we had another follow-up study session in May and on May 17, we received a recommendation from the Architectural Heritage Landmarks Commission to forward the Specific Plan Amendment, particularly the information regarding the Historic Resources to the City Council for approval. Tonight we are here, requesting your recommendation to the City Council and that City Council meeting has been rescheduled from June 26 to July 10. Lastly, the Settlement



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Agreement included \$15,000 for training on the Historic Project Guidelines, and Lennar and City staff anticipate that taking place in September 2007. I am available for any questions that you might have as well as the Mare Island representatives.

Commissioner Turley: Michelle: In terms of the number of pages there was in this project, I really have to commend you for the outstanding, professional job you have done in putting such a big project together. I think this is the biggest project I have seen since I have been on the Planning Commission, and my compliments to you. It is not important that the Commissioners refer to this, but on page 112, you are talking about new walls and fences, and I am just wondering if chain link fences will be allowed or permitted on the side yards or the backyards because I don't see that covered here.

Michelle Hightower: One page 112, item B1, "Materials for visible fences should be wood, masonry, and/or wrought iron. Chain link fences are not allowed for front yard areas." We could add that chain link fences are not allowed in any yard.

Commissioner Turley: Okay. This refers to just the front yard. So, you are going to include all sides of the yard?

Michelle Hightower: If that is your recommendation.

Commissioner Turley: That's my recommendation. Thank you. That's the end of my questions.

Chairperson Legalos: If there are no other comments from the Commission, I will now open the Public Hearing. Do we have any speakers, Ms. Marshall?

Deborah Marshall: None.

Chairperson Legalos: Seeing no speakers, I will close the Public Hearing.

Commissioner McConnell: Thank you Mr. Chairman. I would like to provide some information to the Planning Commission at the request of Adrian Waterman who is the Board President of the Vallejo Architectural Heritage Foundation. She extends her apologies tonight for not being able to be personally present. She unfortunately had a last-minute occurrence that prevented her from attending. She specifically asked that I thank the Commission and the City staff for their assistance in this project and read the following letter which she submitted to the Planning Commission:

*"Dear Vallejo Planning Commissioners:*

*The Vallejo Architectural Heritage Foundation would like to thank you for your work in preserving Mare Island's Historic Resources. In order for the Mare Island Naval Shipyard's legacy to be remembered, a balance has to be struck between preserving the assets which gave it national importance in capitalizing on them. We are pleased with the results, with the corroboration by all parties working together, and the Revised Specific Plan Amendment as approved by the AHLC with the corrections noted to be made regarding specific language. The reorganization and information by Staff has resulted in clear working documents. The addition of preconditions to demolition will help prevent creation of vacant lots, provide more flexibility over time for addressing changing market conditions, and will allow more opportunities for use of these existing national historic buildings. Improvements made regarding the feasibility analysis of buildings being evaluated for demolition creates a better tool for critical evaluation of the historic resources and brings the*

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*documents more in line with state and federal laws. As the recent U.S. COMOS Conference reflects, Mare Island has historic marketability on national level. The successful ongoing reuse of its marketable industrial assets is essential to that vitality, across which is already under way. Writer's challenge is to see ourselves as others see us. What we may consider our backyard legacy, is to others, a national legacy.*

*We look forward to continuing to work with the City to capitalize on Mare Island and those unique historic assets.*

*Sincerely,*

*Adrian Waterman,  
Vallejo Architectural Heritage Foundation Board President"*

Chairperson Legalos: If there is no further comment, may we have a motion.

Commissioner McConnell: Mr. Chairman: I will submit the motions to the packet with the Findings and Conclusions as set forth.

Chairperson Legalos: Please vote.

AYES: McConnell, Manning, Legalos, Salvadori, Peterman, Turley, Engelman.

NOS: None.

ABSENT: None.

Motion carries.

Chairperson Legalos: Ms. Marshall. May we have Item K3 which was formerly item K2 please.

Don Hazen: Mr. Chair, I will go ahead and take this opportunity to introduce this.

3. **USE PERMIT 06-0019** is an application for conversion of a commercial building into a church, located at 2020 Sacramento Street. Proposed CEQA action: Exempt per Section 14332, "In-Fill Development". Staff Person: Devan Reiff 649-5392.

Don Hazen: I would like to take this opportunity to introduce Devan Reiff. He is our newest addition to Staff. He is functioning right now as a temporary planner. He comes to us with several years' experience including working for the City of Portland, New York City, and so he has broad horizons and he has brought a lot of valuable insight into the department and he has been quietly working behind the scenes for a couple of months now, helping us reduce our backlog, and so this is his first Planning Commission item, and we are real glad to have him aboard.

Chairperson Legalos: Thank you. And, welcome aboard. It is a pleasure to have you.

Devan Reiff: Thanks very much. Good evening Commissioners. Tonight is an Application for a Use Permit 06-0019 to convert an existing commercial building into a church. The location is 2020 Sacramento Street. It is about half a block south of the Sunrise Memorial Cemetery and south of Valle Vista. The site had been an auto glass retailer and warehouse. It was purchased by the Bay Pentecostal

**STAFF REPORT  
CITY OF VALLEJO  
PLANNING COMMISSION**

**DATE OF MEETING:** June 18, 2007 Agenda Item:

**PREPARED BY:** Michelle Hightower

**PROJECT NUMBERS:** SP #98-01C and CTA #06-0006

**PROJECT  
SUMMARY:**

Amendment to the 2005 Mare Island Specific Plan Amended and Restated including the Mare Island Historic Project Guidelines, Mare Island Historic Resources Catalogue, and Preliminary Master Development Plan; and an Amendment to Chapter 16.38 of the Vallejo Municipal Code regarding historic resources within the Mare Island Historic District.

**RECOMMENDATION:** Recommend City Council Approval

**CEQA:** Addendum to the SEIR for the 2005 Specific Plan (Section 15164 CEQA Guidelines)

**PROJECT DATA SUMMARY**

**Name of Applicants:** Dina Tasini, Lennar Mare Island LLC  
City of Vallejo Planning Division

**Location:** Mare Island

**PROJECT DESCRIPTION:**

Lennar Mare Island, LLC (Lennar) and the City of Vallejo (City) propose to amend the 2005 Mare Island Specific Plan Amended and Restated, (2005 Specific Plan) and to amend the City of Vallejo Municipal Code (VMC) regarding policies related to Mare Island historic resources and the Mare Island Historic District (Historic District). The proposed amendments are referred to as "Specific Plan Amendment II", (SPA II). The primary purpose of SPA II is to:

- A. Address commitments made by Lennar regarding impacts of the 2005 Preliminary Development Plan (Development Plan) on the Historic District, pursuant to a Settlement Agreement between Lennar, the National Trust for Historic Preservation (NTHP), two individuals representing the Vallejo Architectural Heritage Foundation (VAHF) and the City of Vallejo.

- B. Incorporate appropriate mitigation measures as required by the certified Final Subsequent Environmental Impact Report (SEIR) Mitigation Monitoring Program (MMP) for the 2005 Specific Plan.
- C. Address issues that have evolved since the adoption of the 2005 Specific Plan, including land use restrictions related to the inactive dredge ponds, clarification of building standards for new residential subdivisions and other non-substantive changes and corrections throughout the documents.
- D. Amend the Vallejo Municipal Code to provide consistency with the 2005 Specific Plan regarding historic resources within the Mare Island Historic District.

The documents to be amended as part of this proposal are provided as Attachment 2 Mare Island Specific Plan Amendments and are as follows: Attachment B - 2005 Specific Plan; Attachment C - Appendix B.1 Historic Project Guidelines; Attachment D – Appendix B.3 Historic Resources Catalogue (Contains amended pages only); and Attachment D Appendix D – Development Plan.

## **BACKGROUND SUMMARY**

In December 2005, the City Council approved Lennar's proposal to amend and restate the 1999 Mare Island Specific Plan. The Mare Island Specific Plan guides the future development of Mare Island, a former Naval Shipyard which closed operation in 1996, and serves as the Master Plan for the Island. The 2005 Specific Plan generally consists of a development program similar to that in the 1999 Specific Plan as well as the 1994 Mare Island Final Reuse Plan, and specifically incorporates policies related to the Historic District, as provided in Historic Project Guidelines (Appendix B.1), Revised Predictive Archaeological Model and Archaeological Treatment Plan for Mare Island (Appendix B.2), Catalog of Historic Resources (Appendix B.3), and Design Guidelines for the Mare Island Historic District (Appendix B.4). The Historic District was designated as a nationally recognized historic landmark (NHL) in 1975 and a local historic district in 1999. The Historic District contains 502 historic buildings and structures listed as contributing resources, including 42 City Landmarks.

To facilitate development within the Historic District, the 2005 Specific Plan and Historic Project Guidelines establish three building/structure classifications for contributing resources. This includes City Landmarks (Highly Significant); Notable Resources (Individually Significant); and Component Resources (Not Individually Significant). The criteria to demolish historic buildings on Mare Island are based on their individual classification. The Development Plan, as approved in 2005, calls for the demolition of 183 contributing resources and of those proposed for demolition, 154 are Component Resources and the

remaining 29 are Notable Resources. No Landmark Resources would be demolished under the 2005 Specific Plan. Proposed demolitions would be subject to the criteria established in the Historic Project Guidelines before demolition could take place.

On November 29, 2005, the City Council certified the Final Subsequent Environmental Impact Report (SEIR) prepared for the 2005 Specific Plan, which identified the proposed demolition of 183 historic resources as a significant impact to the Historic District, and adopted a statement of overriding considerations. A Mitigation Monitoring Program (MMP) identifying measures to reduce the project impacts was also adopted.

#### A. Settlement Agreement

During the public review process for the 2005 Specific Plan and SEIR, representatives of the NTHP and the VAHF expressed concerns regarding the impacts of the Development Plan on the Historic District, which encompasses most of the 13 Reuse Areas on Mare Island. Members of the Architectural Heritage and Landmarks Commission (AHLC) also expressed similar concern. To address these issues, Lennar and the City entered into negotiations with the NTHP and VAHF, and in April 2006, a Settlement Agreement between the above parties was approved by the City Council. The Settlement Agreement commits Lennar to apply for the subject amendment to the 2005 Specific Plan to ensure that the negotiated terms of the Settlement Agreement are implemented. Lennar is also required to consult with the NTHP on the proposed amendment.

As part of the Settlement negotiations, Lennar, City Staff, and representatives from the NTHP, VAHF, and State Office of Historic Preservation (SHPO) conducted several site visits to evaluate many of the buildings proposed for demolition, and the setting of the surrounding areas. Based on the evaluation and follow-up discussions, the parties agreed to the following primary terms:

- Reclassification of 15 historic resources to upgrade their level of significance
- Retention of nine (9) historic resources originally approved for demolition
- Reuse of two (2) contributing resources originally approved for retention with no planned reuse
- Additional criteria to demolish certain Notable Resources
- Fund allocation to rehabilitate historic resources and to the Mare Island Historic Park Foundation Funds
- Fund allocation for AHLC Training

***Reclassification and Retention of Historic Resources:*** The buildings to be reclassified are primarily located within Reuse Areas 4 and 6 within and surrounding the historic core. Those buildings listed for retention and reuse are generally located within Reuse Areas 2B and 3A near the Mare Island Causeway. Lennar also agreed to reuse to the extent feasible, the Morton Field

Archway, a non-contributor to the Historic District. Staff has included an annotated version of the Settlement Agreement that provides references to the amendments made in the 2005 Specific Plan and associated appendices. (See Attachment 2A.) A summary list of the contributing resources affected by the Settlement Agreement and proposed SPA II is also provided as Attachment A-1 to the Settlement Agreement. The proposed reclassification and retention of historic resources is reflected in Section 3.0 of Appendix B.1 Historic Project Guidelines, and Sections 2A, 2B, 3A, 4, 6, and 8 of Appendix B.3 Historic Resources Catalogue, and Appendix E Development Plan.

The retention and reuse of additional buildings would logically increase the total amount of non-residential building area analyzed and approved as part of the Development Plan. Based on the type and size of buildings to be retained and reused through the Settlement Agreement and subject amendment, approximately 266,000 square feet of additional non-residential building area would be added to the Development Plan. To offset this amount and eliminate the need to conduct further environmental review of SPA II, Appendix E shows a comparable reduction in square footage for new buildings in the Development Plan as part of this proposed amendment.

***Proposed Increased Demolition Criteria for Certain Notable Resources:*** As previously mentioned, the Historic Project Guidelines provides certain criteria before demolition of an historic resource can take place. However, Sections 9 through 11 of the Settlement Agreement address additional demolition criteria for certain Notable Resources. To allow Lennar to move forward in some areas, Reuse Areas 2A, 2B and 3A are exempted from this additional requirement, as well as Buildings 206, 208, 237 and 257. These criteria, as defined in Section 5.0 of the Historic Project Guidelines, are intended to ensure that the master developer or property owner has evaluated all feasible reuse options for the resources before demolition is approved.

***Rehabilitation Fund:*** The parties agreed to include in the Settlement Agreement a mitigation measure approved by City Council as part of the Final SEIR certification. (See Sections 1 – 4 of the Settlement Agreement.) This requires Lennar to establish a mitigation or rehabilitation loan fund for historic resources within the Historic District. The details of the fund are provided in Section 5.0 of the Historic Project Guidelines. Generally, Lennar would provide loans up to \$250,000 at an interest rate of one percent (1%) less than the then prime lending rate, with the maximum outstanding balance of all loans to not exceed Two Million Dollars (\$2,000,000.00).

***Mare Island Historic Park Foundation:*** Although not part of the SPA II, Lennar has donated \$250,000 to the Mare Island Historic Park Foundation (MIHPF) as a fund to restore St. Peter's Chapel or other historic buildings within the Mare Island Historic Core, per Section 5 of the Settlement Agreement. The initial agreement for this donation was part of a separate agreement between the City and Lennar. The Settlement Agreement includes a requirement that projects for

which these funds would be used will be reviewed by the AHLC at a public meeting to determine consistency with the Secretary of Interior Standards. Advance notification of these public meetings would be provided to the NTHP and VAHF.

**AHLC Training:** Also, not included in SPA II documents but worth noting is Lennar's commitment to fund \$15,000 to be used to educate members of the AHLC on the application of the Historic Project Guidelines and Historic Design Guidelines, as specified in Section 13 of the Settlement Agreement. Lennar and City Staff anticipate such training to take place within one to two months following the adoption of the SPA II by City Council.

**Consultation with the National Trust for Historic Preservation:** As required by Section 12 of the Settlement Agreement, the proposed SPA II was forwarded to the NTHP for review and comment in August 2006. Lennar met with NTHP representatives and City Staff in September 2006 to discuss their comments and revised the documents accordingly. The documents were then revised and two subsequent drafts were resubmitted to the NTHP and VAHF for further consultation.

A compilation of comments from the NTHP and VAHF were received between December 2006 and May 2007. In general, their comments addressed the need for clarification of the negotiated terms, the review process for projects within the National Historic Landmarks District, and minor corrections to the documents. Further review and consultation took place in May 2007, and changes have been made to the documents to the satisfaction of the VAHF and NTHP. (See Attachment 2H.)

#### **B. SEIR Mitigation Measures**

SPA II includes the incorporation of mitigation measures approved as part of the certified Final SEIR for the 2005 Specific Plan. This includes the requirement to prepare a Feasibility Analysis that evaluates relocation alternatives prior to submitting a Site Development Analysis, (formerly referred to as Deterrence Analysis) for approval by the Development Services Division. (Mitigation Measure A.2). In addition, projects involving demolition or any work within the site of a cultural landscape will also require that the project sponsor retain a qualified consultant to prepare a cultural landscape evaluation prior to carrying out any work within any of the ten landscapes identified as contributing resources to the National Register Historic District, and submit the evaluation to the Development Services Department for review and approval. (Mitigation Measure A.6b). These mitigations measures are incorporated into Sections 4.0 and 5.0 of the Historic Project Guidelines.

**C. Amendments to the Specific Plan Document**

All of the above referenced changes regarding historic resources have been included in Chapter 2.0 of the 2005 Specific Plan, the Historic Project Guidelines, Historic Resources Catalogue, Preliminary Development Plan and and/or other appropriate sections of the 2005 Specific Plan. Due to the extensive reformatting of the Historic Project Guidelines, the amendments in this document are not redlined but are summarized and highlighted. Additional amendments un-related to historic resources are described below.

Pursuant to a separate Three Party Dredge Pond Agreement between the City, Lennar, and Weston Solutions regarding the Mare Island Dredge Pond Commercialization Project, SPA II includes amendments that prohibit the reactivation of the 10 inactive dredge ponds on Mare Island, and restrict the activity within those areas to open space, conservation and managed wetland uses. These changes are documented throughout Chapter 3.0 Land Use of the 2005 Specific Plan document.

Revisions and corrections to the Land Use Plan, including Table 3-1 Summary of Development Program, Table 3-2 Development Program by Reuse Area, and Section 3.5 Land Use Program by Reuse Area are proposed to reflect the land use program as specified in the SEIR for the 2005 Specific Plan and Appendix E, Development Plan. Given that the tables and discussion in the 2005 Specific Plan include approximations in land use allocations, the amendments would provide consistency between the documents, and minimize potential conflict in future land use entitlements.

Staff has also proposed to enhance the requirements for new residential subdivisions on Mare Island by including several detailed standards in the 2005 Specific Plan. This involves a requirement that accessory structures such as gazebos, patio covers, and trellises, as well as building additions be consistent with the Unit Plan approved for the subject subdivision. In additional, enclosed front or rear porches are not permitted unless otherwise specified in the Unit Plan for the subject subdivision, and garage conversions are prohibited on Mare Island.

**D. Amendment to the Vallejo Municipal Code (VMC)**

Chapter 16.38 Architectural Heritage and Historic Preservation of the V.M.C. currently requires the development of Historic Project Guidelines for the preservation and treatment of Mare Island historic resources. Given the adoption of the 2005 Specific Plan, which included the incorporation of Appendix B.1 Historic Project Guidelines and other related appendices, the V.M.C. is proposed to be amended to delete this requirement and include a reference to the Mare Island Specific Plan for projects within the Mare Island Historic District. (See Attachment 1C and 2F.)



## **ENVIRONMENTAL REVIEW**

Pursuant to Section 15164 of the CEQA Guidelines, an Addendum to the Final Subsequent EIR for the 2005 Specific Plan has been prepared (See Attachment 2G). Based on the analysis provided in the Addendum, the proposed amendments to the 2005 Specific Plan and Chapter 16.38 of the Vallejo Municipal Code do not require major changes to the 2005 Specific Plan, no new significant or substantially more severe environmental effects would result from the proposed amendment to the 2005 Specific Plan, and none of the criteria in CEQA Guidelines Section 15162 are present; therefore no subsequent Environmental Impact Report or additional CEQA compliance is required for the adoption of the amendment to the 2005 Specific Plan or Chapter 16.38 of the Vallejo Municipal Code.

## **ARCHITECTURAL HERITAGE AND LANDMARKS COMMISSION RECOMMENDATION**

The 2005 Specific Plan Area encompasses all of the Mare Island Historic District, for which the AHLC has project review authority. SPA II provides changes specifically related to policies and development review within the Historic District; therefore, a recommendation from the AHLC to the City Council is necessary. Given the complexity of the project, City Staff and Lennar held a Study Session with the AHLC in September 2006 and May 2007. On May 17, 2007, the AHLC held a public hearing and unanimously recommended that the proposed SPA II be forwarded to the City Council for approval. (See Attachment 2H.)

## **CONCLUSION/RECOMMENDATION**

Staff and Lennar believe the proposed SPA II satisfies Section 12 of the Settlement Agreement to include certain negotiated terms as part of an amendment to the 2005 Specific Plan. These changes address the concerns of NTHP, VAHF, SHPO and members of the AHLC by minimizing or reducing the impacts of the 2005 Development Plan on the Historic District. The approved Development Plan has been revised to reflect the additional retained historic resources and the associated documents have also been edited and reformatted to more clearly define the development review process required for projects within the Historic District. SPA II also incorporates restrictions on the dredge ponds, corrects and clarifies land use allocations, and includes additional standards to enhance the residential subdivisions on the Island, in addition to other minor corrections and clarifications that improve the document. Lastly, the proposed amendment to Chapter 16.38 of the VMC provides consistency with the 2005 Specific Plan.

Staff recommends that the Planning Commission:

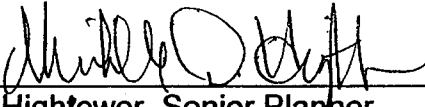
1. Adopt the Addendum to the certified Final Subsequent Environmental Impact Report for the Mare Island Specific Plan as amended by the SPA II (SP #98-01C)
2. Approve the Mare Island Specific Plan as amended by the SPA II (SP #98-01C)
3. Recommend that the City Council Adopt an Ordinance adopting the Mare Island Specific Plan as amended by the SPA II (SP #98-01C)
4. Recommend that the City Council Adopt an Ordinance to Approve CTA #06-0006 regarding an amended to Chapter 16.38 Architectural Heritage and Historic Preservation of the Vallejo Municipal Code.

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**ATTACHMENTS:**

1. Resolutions and Ordinances
  - A. Planning Commission Resolution
  - B. Exhibit A – Ordinance to amend the Mare Island Specific Plan
  - C. Exhibit B – Ordinance to amend Chapter 16.38 of the Vallejo Municipal Code
  
2. Specific Plan Amendment Documents
  - A. Annotated Copy of the Settlement Agreement
  - B. Amended Mare Island Specific Plan
  - C. Appendix B.1 Amended Historic Project Guidelines
  - D. Appendix B.3 Amended Historic Resources Catalogue
  - E. Appendix E.1 Amended Preliminary Master Development Plan
  - F. Proposed Text Changes to Chapter 16.38
  - G. Addendum to the Subsequent Environmental Impact Report
  - H. AHLC Staff Report dated May 17, 2007 w/Comments from the National Trust for Historic Preservation and Vallejo Architectural Historic Foundation Provided on May 17, 2007

Prepared by: \_\_\_\_\_

  
Michelle Hightower, Senior Planner

Approved by: \_\_\_\_\_

  
Don Hazen, Planning Manager

Architectural Heritage and Landmarks Commission Minutes  
May 17, 2007

11. COMMUNITY FORUM

Those wishing to address the Commission on any matter not listed on the agenda but within the jurisdiction of the Architectural Heritage and Landmarks Commission, may approach the podium at this time. The Commission may not discuss or take action on these items, but may place it on the future agenda. Total time allowed is fifteen minutes. Is there anybody that would like to speak to any subject that is not on the agenda tonight? Okay. Thank you. I do have speaker cards here for our Public Hearing. If there is anybody else that would like to speak about that item coming up, I might ask that you come up to the Secretary and give them the card. Otherwise, you can just come up after these speakers that have requested to speak.

12. CONSENT CALENDAR AND APPROVAL OF THE AGENDA

The consent calendar and agenda were unanimously approved. The Commission may adopt the agenda as presented or may arrange the order of items. There is one Public Hearing item, so I am not sure we will rearrange any of those things. The Commission may not add anything to the agenda and the Commission may only discuss items on the agenda.

All in favor of the agenda: say aye.

The agenda passes.

13. PUBLIC HEARINGS

This is an Amendment to the 2005 Mare Island Specific Plan (SPA #98-01C), specifically the Mare Island Historic Project Guidelines (Appendix B.1) and Historic Resources (Appendix B.3), and the Preliminary Master Development Plan (Appendix E), and an Amendment to the Vallejo Municipal Code (CTA#06-0006) regarding historic preservation on Mare Island.

There is a report from staff. If you could just introduce yourself, please.

Michelle Hightower: Good evening Commissioners: I am Michelle Hightower, Senior Planner with the City of Vallejo. The purpose of the meeting tonight is to present to you a formal consideration of the Mare Island Specific Plan Amendment II. Just for background, Lennar Mare Island, the master developer of Mare Island, submitted an application to amend the Mare Island Specific Plan, and we held a study session with the Architectural Heritage & Landmarks Commission back in September of 2006. We have been working diligently on the project with Lennar and held a study session with you last week to brief you on the project and we are pleased to be here this evening for a formal consideration. The overall purpose of amending the Mare Island Specific Plan is to address the Settlement Agreement that was reached between Lennar Mare Island, the National Trust for Historic Preservation, the Vallejo Architectural Heritage Foundation and the City, regarding the 2005 Mare Island Specific Plan. The primary issues were concerning the number of buildings that were proposed to be demolished as part of the Plan, and the criteria that would be required to demolish the resources. The Specific Plan Amendment II project also incorporates mitigation measures that were adopted as part of the Subsequent Environmental Impact Report that was prepared for the Mare Island Specific Plan and also addresses issues that have occurred since the adoption of the Plan back in 2005, and those issues primarily address non-historic district issues. One primary issue is that the dredge ponds that currently exist out on Mare Island will no longer be an allowed use. Re-activation will not occur, so we are amending the Plan to address that. And, lastly, we are amending the Vallejo Municipal

Code regarding the Mare Island Historic District and the resources. The primary reason for doing that is because the Vallejo Municipal Code currently requires that the Historic Project Guidelines be developed, and those Project Guidelines have been developed, were adopted back in 2005, and so, the purpose of us amending the Vallejo Municipal Code is to now reference the Mare Island Specific Plan for all projects within the Mare Island Historic District.

The Specific Plan Amendment II includes the retention of nine buildings previously designated for demolition. The Mare Island Historic Project Guidelines will include these nine additional buildings and will also include re-use of these two buildings that were originally dedicated for no re-use. There is also reclassification of fifteen buildings that were originally classified as a Component resource to a Notable resource, and if you recall last week, we gave you the three classifications for buildings on Mare Island – the first, being a Landmark, the second is a Notable, and the third is Component. By reclassifying buildings from a Component to a Notable, that would require more stringent criteria to demolish those buildings. We would also include the criteria for demolition of certain Notable resources. The demolition criteria that was adopted in 2005 did not protect the Historic resources enough and so as part of the negotiated terms, we have included additional demolition criteria prior to demolishing those buildings. And, lastly a Rehabilitation Fund will be included and available for property owners of Historic Resources on Mare Island where Lennar has made available loans of \$250,000 up to \$2,000,000 for property owners on Mare Island.

These are just photographs of some of the buildings that have been re-classified and retained on the island as part of the Mare Island Specific Plan Amendment 2 Project. The primary documents that will be changed as part of this project begins with Chapter 2. That is the Cultural Resources Document of the Specific Plan that is your Attachment B, and Chapter 2 was reformatted and we also deleted a lot of information that was already provided in the Project Guidelines. The goal was that Chapter 2 would be more of the policy document and all of the requirements, in terms of what to do or how to process a project within the Mare Island Historic District would be in the Historic Project Guidelines. The Historic Project Guidelines, which is your Attachment C, was also reformatted. We included issues and items from the Vallejo Municipal Code that pertain to the Mare Island Historic District. Many of the Tables were revised to include the reclassification of the fifteen historic resources. We also include more demolition criteria and actually changed the process to protect the resources more. The Mitigation Monitoring Program included the mitigations that were adopted as part of the subsequent Environmental Impact Report so the Historic Project Guidelines also includes several of those mitigations, and lastly, the Historic Structures List was amended to also identify those buildings that were reclassified and may now be retained as part of the negotiated terms of the Settlement Agreement. The Historic Resources Catalog was also amended. That is your Attachment D and in it, it includes descriptions of all of the resources we have modified the descriptions to address the reclassification as well as the indexes for the catalog. The Preliminary Development Plan, which is your Attachment E, provides a detailed list of all of the buildings proposed and existing on Mare Island. We have revised that document to address the reclassification, and we have also reduced the square footage of proposed new buildings to equal or offset those that we have now retained as part of the negotiations.

The Vallejo Municipal Code Preservation Ordinance which is your Attachment F will also be amended. As I stated earlier, it will now reference the Mare Island Specific Plan for all of the projects within the Mare Island Historic District, and we have relocated some of those standards that currently exist in the Preservation Ordinance to the Historic Project Guidelines. The Addendum to the Specific Plan, for the Final Subsequent EIR is also included, and is your Attachment G. That is the CEQA document where we have determined that there will be no

environmental impacts as a result of this Amendment. Lastly, consultation with the National Trust for Historic Preservation and the Vallejo Architectural Heritage Foundation, is Attachment H, and that includes memos and draft documents that have been provided by the National Trust and the Vallejo Architectural Heritage Foundation. Consultation was required as part of the negotiations, and staff has worked collaboratively with the National Trust and the Vallejo Architectural Heritage Foundation on the project. The primary issue that we have changed in terms of the Historic Project Guidelines context is that we no longer have what we call the Deterrence Analysis. Now, we have the Site Development Analysis, and we have done away with language that states that new projects or demolition would be a deterrent to development, and this would protect the Historic Resources. Those buildings that are being proposed for demolition will now require a thorough analysis prior to demolition being able to take place and that Site Development Analysis will come before this body for approval.

Our next step is to take information from you this evening and to hold the Public Hearing, and your recommendations on this project will go directly to the City Council. The Planning Commission Public Hearing has been scheduled for June 18, and the City Council Public Hearing has been scheduled for June 26. As you recall, one of the items that was part of the Settlement Agreement is that plans have been made available by Lennar Mare Island for training of this body, and we are proposing that that would take place sometime in August of 2007. With that I will conclude my presentation and open it up for questions.

Chairperson Naughton: Thank you Michelle. Any question from any of the Commissioners to Michelle? Thank you for the presentation. You know, I can see by looking at this, and actually I am the only commissioner here that has had the full history of working with Lennar and working with the various agreements to make this go forward. It is a complicated set of documents and issues related to the redevelopment of the island. I was down in Southern California at a preservation conference and talking a little bit about Mare Island and the historic resources in Vallejo, they were not only surprised to understand what we have here but also the challenges that are faced by all of the parties by trying to do the right thing, and that is, to provide economic development while at the same time preserving our history here. So, I wanted to thank the Staff as well as the other stakeholders, one of which I think is going to address the Commission here tonight for also championing historic preservation as a way to develop a compromise here of what is good for the City and what is good for Mare Island. So, I guess the first thing I wanted to do is to thank you all for your efforts. I didn't have too many questions myself. Actually, none, because we have been talking about this for a long time. I guess the one thing that I would ask is: "Has there been further discussions in the last month since we last met, to continue this item – to kind of work out most, if not all, the items?"

Michelle Hightower: Yes. I have met several times with a member of the Vallejo Architectural Heritage Foundation. They have provided comments and corrections, clarifications, and we have incorporated all of those comments including two additional ones that I have provided for you this evening into the document.

Chairperson Naughton: I think that was handed out before we had gotten here. Okay. Very good. Before I go, I just wanted to note for the record that Commissioner Mandap has arrived about five minutes ago. I realize this is challenging for the new members of the Commission to understand the breadth, and the scope, and the history of all this as I think it was mentioned earlier, there was a little study session last week, I believe, to orientate new commissioners onto kind of the details of the things that we are going to be taking some action on tonight. The only other comment I would make about the training which I think is great and a benefit to the Commission, is that maybe we include other members from the City that are also stakeholders in

the, kind of, the process of approvals into that. But, that is a detail that I suppose we can talk about later. All right. If there are no other questions for Commissioners, I would like to open this item up to the Public Hearing. I have a few cards here. Wanda Chiak, would you like to come to the podium and just tell us who you are associated with, Wanda.

Wanda Chihak: I am Wanda Chihak and the Senior Vice-President with L&R Property Corp, and we are the commercial joint venture partner on Lennard Mare Island, and I just wanted to come here tonight to particularly thank Michelle and Dina for all of the work that they have done and for others in the City who has been working to get us this far on the Specific Plan, and also, to really encourage you guys to approve this as our first step in getting it finalized tonight. It is really important. It really works – this kind of map as to how to redevelop Mare Island. It controls not only historic preservation, but it also sets forth the guidelines for landscaping, for architectural design, for our streets, the waterfront, and a lot of things, and when we are dealing with businesses that want to come to the island, they like to know that they have the answers to those questions. By passing this and getting it fully adopted, it takes away a lot of the uncertainties that are involved when you are trying to bring someone to the island. So, I just wanted to thank you all for taking the time to read all of this in the last few weeks and would really appreciate your considering passing it tonight. Thank you.

Chairperson Naughton: Thank you. Tony LoForte.

Tony LoForte: Hello. My name is Tony LoForte. I own Zio Fraedos of Vallejo and I am also a resident of Mare Island. I also sit on the Board of Directors of the Chamber of Commerce, and I am just here tonight to say that as a resident and a small business owner in the area, we urge you to pass this to get things rolling on the island. Not to mention, it is going to protect a lot of valuable landmarks that we have in the lush history of Mare Island. That's pretty much it. Thank you.

Chairperson Naughton: Thank you Tony. Freda Dill.

Freda Dill: Good evening. I am Freda Dill. I reside at 121 Commodore Court in Vallejo. I am a Vallejoan that has worked in banking for over 30 years here in town. I am currently the Chair Elect for the Board of Directors for the Vallejo Chamber of Commerce which represents over 680 members and employ nearly 12,000 folks in and around Vallejo. The Specific Plan Amendment is critical to the continued conversion of Mare Island and the Re-use. The SPA successfully balances historic preservation and economic development by establishing a path for the adaptive re-use of existing structures, new construction, and/or demolition. Therefore, the Vallejo Chamber of Commerce strongly supports the approval of the SPA Amendment this evening and wish for your support. Thank you.

Chairperson Naughton: Thank you very much. Commissioner Pidgeon.

Elizabeth Pidgeon: I am here as the Vice President of the Vallejo Architectural Heritage Foundation, and speaking on their behalf. First, I want to thank you for the opportunity to speak, and I wanted to thank Staff, especially Michelle, for all the work that they have put in on this. There has been a lot of language clarified and, I think it is a much better document just workability wise in its structure. The main elements, for those of you who are new to this, is that this Amendment now puts into place, criteria for demolition that were not there before, that will affect both any new structures coming up for demolition that weren't previously approved. It also changes the process so that there isn't a clean sweep of buildings demolished without replacement projects, which was something we were very concerned about – having vacant lot syndrome out



on the island. The other thing is that the Deterrence Analysis which is not used anywhere else in the State, represented a problem we felt was clarity in terms of CEQA and Environmental law and changing the process to include feasibility analysis and the hardship criteria, is a vast improvement. So, we are very pleased with that. There is a memo in your packet, I believe, that had both the National Trust and Vallejo Architectural Heritage Foundation comments in it. The City of Vallejo responds and then, I have another copy I will give to Staff to keep today that involved our assessment. That assessment has changed over the last two to three weeks as we have worked through. So, if we go down through all of it, basically all of the revisions and items that we were requesting clarification on have been made. The one thing, and it is not anything to be changed tonight, but I think it is very important for the Commission to understand, that state and federal laws apply to historic resources based on eligibility. This is not something that is a matter of this SPA or requiring anything to be changed but it is not necessarily clear. I am sure the training session will take care of all of that. And, I am very pleased to say, everything has basically been taken off the table. Michelle and I had a dialog about some things that are basically just some things that are dropped out or that we had talked about that hadn't been cleared. So, I am just going to state them and leave this with her, and I am sure it has probably been picked up. Let's see. It has. Very good. Although the one about Re-Use Area 3B and 3.4. There was one item that had been in the initial previously approved SPA that had dropped out. A lot of language was juggled and moved from place to place. It says that in "Re-Use area 3B and 4, major building clusters and siting patterns form a street wall. It is essential to the establishment of historic character." I think anybody that has been down to the historic core, can recognize that, and so we felt it is very important to have it in the Guidelines because, any designer or project owner coming in designing new projects there needs to know that upfront so they don't waste a lot of time potentially going down the wrong path. The other thing is, understanding that, in discussion with Staff, has been the commitment to posting Landmark Commission Agendas and Meeting Minutes, the City's website along side in the same place at the Planning Commission. Information is published. We feel that is very important. This is a regulatory agency, and, that is not something you would find in the SPA but it is our understanding that this is going to happen. Given the understanding that those changes will be made and that the City will begin to include the AHLC Regulatory Commission on the City's website, along side with other such agencies, we do not oppose the adoption of this tonight. Thank you, and thank you Staff for all of your work.

Chairperson Naughton: Thank you, Elizabeth. We appreciate that. If there are no other speakers, I would like to take this matter back before the Commission. Let me just say again how appreciative I am, if you will, that the City and the Architectural Heritage Foundation and, I suppose, the National Trust which is also a part of this has been able to work out basically the languages associated with this contract. The Commission has benefited and the City has benefited from two former Commissioners that helped to kind of push and prod and move things along and actually inform everybody about the requirements that we were to uphold in order to strike this agreement. Again, Elizabeth, we appreciate your efforts in hanging in there, and as well, on the City's side, demonstrating leadership and compromising and finding the right way to make this move forward. I think everybody does want to make it go forward. So, it's a long time coming. I think that we heard tonight that people basically have struck an agreement on moving this forward, and I would ask any of the other Commissioners, new ones, all except for Steve, if you have any other comments at this time. Commissioner Mandap.

Commissioner Mandap: This past week I got a chance to go to Mare Island. Growing up here in Vallejo, I got a chance to actually see the changes from 1996 and what has happened here in Vallejo because of the base closure. I have also gotten a chance to work with the San Francisco City Mayor's office on base re-use, and I got a chance to see exactly what is being done there.

And, with what is going on in this City, I believe we can go in the direction of enticing more people – more businesses to come to Vallejo. I am a founder of the Vallejo website. I went to the economic development section, and the set that I was looking at was the area where businesses can actually go to the City, look at the spaces that are available, look at the demographics that are available, and Vallejo is a “gold mine.” We just need to come up with that, and I strongly am for the change. Looking at it forty years down the line (I plan to be here for forty year or fifty years), and I am glad to be a part of this. Thank you.

Chairperson Naughton: Commissioner Kennedy.

Commissioner Kennedy: Thank you Commissioner Naughton. Just a couple of comments. One, is a question that I guess is a point of information. Am I correct? I don't know if this is through the Chair to Michelle. Am I correct in understanding that there will be a final staff report issued for City Council at which time these language changes would be incorporated? So, that's not really something we need to address this evening?

Chairperson Naughton: I think we can get some clarification on that.

Michelle Hightower: Yes, the changes that Elizabeth provided to me tonight as well as the three that I provided to you – is that what you are speaking of?

Commissioner Kennedy: And, my one question originally would have been – had you run this by National Trust and Vallejo Architectural Heritage –and opposite the answer to that now is yes. And, just to clarify this, we are not trying to incorporate the minutiae of those language changes this evening. We would be approving the document as it stands with the understanding that the Council will be receiving final language changes as approved by NTHP VAHF and other stakeholders.

Michelle Hightower: Yes, that is correct.

Commissioner Kennedy: Great, thank you. Then I guess, I'd just like to echo Chris' thoughts. I have had a minute or two to review this with Elizabeth and Michelle and Dina from Lennar, and it sounds like it is a well-thought-out document and an awful lot of people have put a lot of time and work into this, so, I am impressed, although I haven't had time to read every page, but it looks like a ton of thought and effort has gone into this. I just want to express my thanks for everyone's effort.

Chairperson Naughton: Thank you Commissioner Kennedy. Commissioner Swanson.

Commissioner Swanson: Yes, I have read the 2005 Specific Plan, and I have read this new one you have. I must admit, it is a lot clearer now and easier to understand, especially to commissioners that have been here for awhile, and I am new, but it was a lot easier for me to understand, and projects coming before us will be a lot simpler to make determinations on. It will speed things up as far as I am concerned. I am a simple fellow on these issues. Thank you very much for that.

Chairperson Naughton: Thank you Commissioner Swanson. Okay, that looks like all the comments from the Commission. I am feeling unanimity here. I would like to move that we forward a recommendation to adopt SPA #98-01C specifically to the Mare Island Historic



Project Guidelines (Appendix B.1) and Historic Resources Catalogue (Appendix B.3), and the Preliminary Master Development Plan (Appendix E), and Adopt CTA #06-0006 regarding historic preservation on Mare Island. Do I hear a second?

All in favor: say aye.

The motion passes, or it is recommended to move onto the next body. Thank you all very much. We appreciate your time and effort.

14. OTHER ITEMS

Chairperson Naughton: There are two items here that are on the agenda for us. One is the nomination of a Vice-Chair, and the other one is the Subcommittee appointments, and I would like to recommend that Steve Swanson, who has some seniority, if you will, the last year on the Commission and has been very involved in reading all of the material which should get major points and bonus points for, become the Vice-Chair of the Commission.

All in favor: Say Aye.

Motion passes.

That's Item a). Item b) is Subcommittee appointments. We started talking about that, or I started talking about it, a couple of weeks ago with regard to our committees. What I thought was that I would try to do this: I would like to call you or meet with you all somewhat individually during the next month and get to know you a little bit better and what your interests are and how you might be able to help. What your schedule and commitments are, and all that other stuff, because there is some very interesting things that we have been doing and want to do. I think we can continue to do these. With your permission, why don't we just table this item. Bill, do you have everybody's phone number? And, I know you have everybody's email, I think, right?

Bill Tuikka: Yes, I can supply you with that.

Chairperson Naughton: Okay, that would be great. And, if we can just do that, I will talk with you in the next two or three weeks, and we can talk on the phone or meet for coffee or whatever.

Commissioner Swanson: May I make a suggestion?

Chairperson Naughton: Yes.

Commissioner Swanson: I tried to get with the Tracker's Committee. Being a contractor, I found myself with limited abilities to perform the duties of the Sub-Committee. I found myself seriously lacking. I have lots of people to take care of, as it turns out – my customer base is basically a family base now. When making considerations for the Sub-Committee you wish to get in, try to weigh all of your personal responsibilities first because – it is a lot of fun, it's interesting, I enjoy it, but there are some aspects that may hold you back from what you would really like to do on your Sub-Committees, so before considering your Sub-Committee position that you wish to choose, consider your life and your business life first, please. Because, I would really like to have performed better in the Tracker's Committee, which I was unable to do. Maybe being Vice-Chair, I might get somewhere.

## ARCHITECTURAL HERITAGE &amp; LANDMARKS COMMISSION

## STAFF REPORT

Date of Hearing: May 17, 2007

Agenda Item: 13a

Applications: Amendment to the 2005 Mare Island Specific Plan Amended and Restated (SP #98-01C), including the Mare Island Historic Project Guidelines, Mare Island Historic Resources Catalogue, and Preliminary Master Development Plan; and an Amendment to Chapter 16.38 of the Vallejo Municipal Code (CTA #06-0006).

Recommendation: Forward a recommendation to the City Council to **Adopt** an Amendment to the Mare Island Specific Plan Amended and Restated (SP #98-01C), including the Mare Island Historic Project Guidelines, Mare Island Historic Resources Catalogue, and Preliminary Master Development Plan; and to **Adopt** an Amendment to Chapter 16.38 of the Vallejo Municipal Code (CTA #06-0006), subject to findings contained in this staff report.

1. **LOCATION:** Mare Island Historic District
2. **APPLICANT:** Dina Tasini  
Lennar Mare Island LLC  
690 Walnut Ave, Suite 100  
Vallejo, CA 94592  
  
City of Vallejo Planning Division  
555 Santa Clara Street  
Vallejo, CA 94590
3. **MASTER DEVELOPER:** Lennar Mare Island, LLC  
690 Walnut Avenue  
Vallejo, CA 94590
4. **PROJECT DESCRIPTION SUMMARY:**

Lennar Mare Island, LLC (Lennar) and the City of Vallejo (City) propose to amend the 2005 Mare Island Specific Plan Amended and Restated, (2005 Specific Plan) and to amend the City of Vallejo Municipal Code (VMC) regarding policies related to Mare Island historic resources and the Mare Island Historic District (Historic District). The proposed amendments are referred to as "Specific Plan Amendment II", (SPA II). The primary purpose of SPA II is to: (1) address commitments made

1994 Mare Island Final Reuse Plan, and specifically incorporates policies related to the Historic District. The Historic District was designated as a nationally recognized historic landmark (NHL) in 1975 and a local historic district in 1999. The Historic District contains 502 historic buildings and structures listed as contributing resources, including 42 City Landmarks.

To facilitate development within the Historic District, the 2005 Specific Plan, specifically the Historic Project Guidelines, establishes three building/structure classifications for contributing resources. This includes City Landmarks (Highly Significant); Notable Resources (Individually Significant); and Component Resources (Not Individually Significant). The criteria to demolish historic buildings on Mare Island are based on their individual classification. The Development Plan, as approved in 2005, calls for the demolition of 183 contributing resources and of those approved for demolition, 154 are Component Resources and the remaining 29 are Notable Resources. No Landmark Resources would be demolished under the 2005 Specific Plan.

On November 29, 2005, the City Council certified the Subsequent Environmental Impact Report (SEIR) prepared for the 2005 Specific Plan and adopted a statement of overriding considerations. The adopted plan included several changes to the Mare Island Historic Project Guidelines, as recommended by the AHLC. A Mitigation Monitoring Program (MMP) identifying measures to reduce the project impacts was also adopted.

#### Settlement Agreement

During the public review process for the 2005 Specific Plan and SEIR, representatives of the NTHP and the VAHF expressed concerns regarding the impacts of the Development Plan on the Historic District. Members of the AHLC also expressed similar concern. To address these issues, Lennar and the City entered into negotiations with the NTHP and VAHF, and in April 2006, a Settlement Agreement between the above parties was approved by the City Council. The Settlement Agreement commits Lennar to apply for the subject amendment to the 2005 Specific Plan to ensure that the negotiated terms of the Settlement Agreement are implemented. Lennar is also required to consult with the NTHP on the proposed amendment.

As part of the negotiations, Lennar, City Staff, and representatives from the NTHP, VAHF, and State Office of Historic Preservation (SHPO) conducted several site visits to evaluate many of the buildings proposed for demolition and the setting of the surrounding areas. Based on the evaluation and follow-up discussions, the parties agreed to the following primary terms:

- Reclassification of 15 historic resources to upgrade their level of significance
- Retention of nine (9) historic resources originally approved for demolition

reused through the Settlement Agreement and subject amendment, approximately 266,000 square feet of additional non-residential building area would be added to the Development Plan. To offset this amount and eliminate the need to conduct further environmental review of SPA II, Appendix E shows a comparable reduction in square footage for new buildings in the Development Plan as part of this amendment.

***Proposed Increased Demolition Criteria for Certain Notable Resources:*** Sections 9 through 11 of the Settlement Agreement address increased demolition criteria for Notable Resources. To allow Lennar to move forward in some areas, Reuse Areas 2A, 2B and 3A are exempted from this additional requirement, as well as Buildings 206, 208, 237 and 257. These criteria, as defined in Section 5.0 of the Historic Project Guidelines, are intended to ensure that the master developer or property owner has evaluated all feasible reuse options for the resources. A summary of the criteria is provided below:

- A Unit Plan shall be approved for a replacement project that will either (1) include new construction within or partially within the footprint of the Notable Resource proposed for demolition; or (2) involve the rehabilitation of a nearby Landmark or Notable Resource that will necessitate removing one or more Notable Resources of lesser reuse potential to create adequate parking, circulation, or lay down for the rehabilitated Landmark or Notable Resource; or (3) be part of a public works project.
- The proponent of each replacement project shall have demonstrated to the City commercially reasonable financial resources necessary to complete the proposed replacement project, and the replacement project shall be scheduled to commence within six (6) months of receipt of all necessary City approvals.
- Prior to demolition, Lennar shall prepare the appropriate level of HABS documentation for any Notable Resource, including photographs, plans and a written description to the extent such documentation has not already been completed.

***Amendments to Approved Certificate of Appropriateness (COA):*** The 2005 Specific Plan called for demolition of certain contributing resources where COAs had already been approved for reuse by the AHLC. Section 7 of the Settlement Agreement and the proposed SPA II, as noted in Section 5.0 of the Historic Project Guidelines (Attachment C), require that prior to demolition of these resources, amendments to those COAs must be approved by the AHLC.

***Rehabilitation Fund:*** It is also worth noting that the parties agreed to include in the Settlement Agreement a mitigation measure approved by City Council as part of the SEIR certification. (See Sections 1 – 4 of the Settlement Agreement.) This requires Lennar to establish a mitigation or rehabilitation loan fund for

including relocation, as required by the Mitigation Measure (see description below). In the event the Feasibility Analysis determines that no feasible reuse options are available, the project proponent is required to submit a Unit Plan for a Replacement Project, as previously discussed, and thereafter prepare a Site Development Analysis (formerly Deterrence Analysis) and HABS documentation, all of which would be considered by the AHLC. Staff believes this process and amended title for the site/building analysis addresses the concerns of the NTHP and VAHF, and allows for an appropriate review process for the AHLC.

The subject project was continued from the April 26, 2007 AHLC meeting agenda to the May 17, 2007 meeting in order to allow the NTHP and VAHF additional time to review and comment on the documents. Staff has since consulted with the VAHF and has incorporated further changes to the documents to address their concerns.

#### SEIR Mitigation Measures

SPA II also includes the incorporation of mitigation measures approved as part of the certified SEIR for the 2005 Specific Plan. This includes the requirement to prepare a Feasibility Analysis that evaluates relocation alternatives prior to submitting a Site Development Analysis, (formerly referred to as Deterrence Analysis) for approval by the Development Services Division. (Mitigation Measure A.2). In addition, projects involving demolition or any work within the site of a cultural landscape shall also require that the project sponsor retain a qualified consultant to prepare a cultural landscape evaluation prior to carrying out any work within any of the ten landscapes identified as contributing resources to the National Register Historic District, and shall submit the evaluation to the Development Services Department for review and approval. (Mitigation Measure A.6b). These mitigations measures are incorporated into Sections 4.0 and 5.0 of the Historic Project Guidelines.

#### Document Reformatting

The above referenced changes have been included in Chapter 2.0, Cultural Resources of the 2005 Specific Plan; the Historic Project Guidelines, Historic Resources Catalogue, Preliminary Development Plan and and/or other appropriate sections of the 2005 Specific Plan. To facilitate the AHLC review of the project, a revised version of the Historic Project Guidelines and Chapter 2.0 of the Mare Island Specific Plan and a review guide are provided. Changes made to the Historic Project Guidelines are highlighted and reflect revisions made pursuant to the Settlement Agreement as well as general edits to clarify and or/enhance the information provided in the documents.

To improve the documents, staff has also eliminated text that originally appeared in both Chapter 2.0 and the Historic Project Guidelines. General policy and background information is provided in Chapter 2.0 and information to facilitate development review is provided in the Historic Project Guidelines.

requires the preparation of a Specific Plan to describe how the historic areas will be reused. The project is also consistent with the historic preservation goal to preserve and improve historically and architecturally significant structures and neighborhoods by providing an enhanced process for reviewing and taking action on the disposition of contributing resources within the Mare Island Historic District.

2. The proposed amendment to the 2005 Mare Island Specific Plan and Vallejo Municipal Code are consistent with Zoning Ordinance. The adopted Historic Project Guidelines were required by the Zoning Ordinance and together with the reclassification of certain historic resources, the additional demolition resource criteria and review mechanisms provided by the 2005 Mare Island Specific Plan, allow for an efficient and balanced review process that will be of benefit to the AHLC, City Staff and owners of property within the Mare Island Historic District.

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**ATTACHMENTS:**

- A. Annotated Copy of the Settlement Agreement (Previously Provided)
- B. Chapter 2.0 of the 2005 Mare Island Specific Plan
- C. Appendix B.1 Amended Historic Project Guidelines
- D. Appendix B.3 Amended Historic Resources Catalogue (Previously Provided)
- E. Appendix E.1 Amended Preliminary Master Development Plan (Previously Provided)
- F. Chapter 16.38 Amended Preservation Ordinance to the Vallejo Municipal Code (Previously Provided)
- G. Addendum to the Subsequent Environmental Impact Report (Previously Provided)
- H. Comments from the National Trust for Historic Preservation and Vallejo Architectural Historic Foundation (Previously Provided)

Prepared by: 

Michelle Hightower, Senior Planner

**City of Vallejo**  
**Architectural Heritage and Landmarks Commission**

May 17, 2007

**TO:** Architectural Heritage and Landmarks Commission

**FROM:** Michelle Hightower, Senior Planner

**SUBJECT:** Agenda Item 13a  
Mare Island Specific Plan Amendment II and Code Text Amendment

At the request of the Vallejo Architectural Heritage and Landmarks Commission, staff has agreed to make the following additional changes to Appendix B.1, Historic Project Guidelines, Attachment C, :

1. Page 16, Section 3.0, listed numbers shall be revised as follows:
  - (1) Historic District environment
  - (2) Individual Resource Significance
  - (3) Property Type
  - (4) Period of Significance
  - (5) Sub-area Sensitivity
  - (6) Area Resources and Character Defining Features
2. Page 17, add new title prior to last paragraph, Section 3.2 Individual Resource Significance.
3. Remaining Sections in 3.0 to be renumbered accordingly.

## **ATTACHMENT 2**

### **SP #98-01C and CTA #06-0006 Proposed 2005 Mare Island Specific Plan Amendment II Documents**

#### **City Council Report – July 10, 2007**

- 2-A. Annotated Copy of the Settlement Agreement  
A-1 Summary Table of Changes**
- 2-B. Amended 2005 Mare Island Specific Plan**
- 2-C. Amended Appendix B.1 Historic Project Guidelines**
- 2-D. Amended Appendix B.3 Historic Resources Catalogue  
(Amended Pages Only)**
- 2-E. Amended Appendix E Preliminary Master Development Plan**
- 2-F. Proposed Text Changes to Chapter 16.38**
- 2-G. Addendum to the Final Subsequent Environmental Impact  
Report**
- 2-H. Comments from the National Trust for Historic Preservation  
and Vallejo Architectural Historic Foundation Provided to the  
Architectural Heritage and Landmarks Commission on May  
17, 2007**



**SETTLEMENT AGREEMENT REGARDING THE  
MARE ISLAND SPECIFIC PLAN AMENDED AND  
RESTATED PROJECT**

**SETTLEMENT AGREEMENT**

(Modified for the Purposes of an Attachment to the Staff Report)  
Revised 6/07/07

*Compliance with the terms of the Agreement is provided in this column.*

This Settlement Agreement ("Settlement Agreement") is entered into as of the 11th day of April, 2006 by and among the NATIONAL TRUST FOR HISTORIC PRESERVATION, a non-profit corporation ("NTHP"), the VALLEJO ARCHITECTURAL HERITAGE FOUNDATION, a non-profit corporation ("VAHF"), LENNAR MARE ISLAND, LLC, a California limited liability company ("LMI"), the CITY OF VALLEJO, a municipal corporation of the State of California (the "City"), Judy Irvin, an individual ("Irvin") and Elizabeth Pidgeon, an individual ("Pidgeon"). Collectively, NTHP, VAHF, LMI and the City may be referred to herein as the Parties. Irvin and Pidgeon are Parties only with respect to Section 15. The effective date of this Settlement Agreement shall be 4/11/06 ("Effective Date").

**RECITALS**

A. LMI is the master developer of the former Mare Island Naval Shipyard in Vallejo, California.

B. Pursuant to an Acquisition Agreement between the City of Vallejo ("City") and LMI dated December 19, 1999, as amended, and a Development Agreement between the City of Vallejo and LMI dated September 12, 2001, as amended, LMI is engaged in developing the Project on the Property on Mare Island, as those terms are defined in the Development Agreement.

C. On December 6, 2005, the Vallejo City Council approved, on a second reading, an ordinance adopting Specific Plan Amendment 98-01B amending and restating the Mare Island Specific Plan, having, on November 30, 2005, adopted by resolution General Plan Amendment No. 02-0001 and certified the Final Subsequent Environmental Impact Report (State Clearinghouse No. 2003092057) ("FSEIR") (collectively, the "Mare Island Specific Plan").

D. On December 9, 2005, the City filed and posted a Notice of Determination concerning the Mare Island Specific Plan.

E. Subsequently, LMI entered into discussions with NTHP and VAHF with respect to NTHP and VAHF's concerns regarding possible impacts to historical resources under the Mare Island Specific Plan.

F. On January 6, 2006, in furtherance of ongoing settlement negotiations, the City, NTHP, VAHF and LMI entered into a letter agreement tolling the statute of limitations for NTHP and VAHF to challenge certification of the FSEIR under the California Environmental Quality Act ("CEQA") until Tuesday, January 17, 2006.

G. On January 13, 2006, in furtherance of still ongoing settlement negotiations the City, NTHP, VAHF, and LMI entered into a second letter agreement tolling the statute of limitations for NTHP and VAHF to challenge certification of the FSEIR under CEQA until Monday, January 30, 2006.

H. On January 27, 2006, in furtherance of still ongoing settlement negotiations the City, NTHP, VAHF, and LMI entered into a third letter agreement tolling the statute of limitations for NTHP and VAHF to challenge certification of the FSEIR under CEQA until Monday, February 13, 2006.

I. On February 10, 2006, in furtherance of still ongoing settlement negotiations the City, NTHP, VAHF, and LMI entered into a fourth letter agreement tolling the statute of limitations for NTHP and VAHF to challenge certification of the FSEIR under CEQA until Monday, February 27, 2006.

J. On February 24, 2006, in furtherance of still ongoing settlement negotiations the City, NTHP, VAHF, and LMI entered into a fifth letter agreement tolling the statute of limitations for NTHP and VAHF to challenge certification of the FSEIR under CEQA until Monday, March 13, 2006.

K. On March 10, 2006, in furtherance of still ongoing settlement negotiations the City, NTHP, VAHF, and LMI entered into a sixth letter agreement tolling the statute of limitations for NTHP and VAHF to challenge certification of the FSEIR under CEQA until Monday, March 20, 2006.

L. On March 17, 2006, in furtherance of still ongoing settlement negotiations the City, NTHP, VAHF, and LMI entered into a seventh letter agreement tolling the statute of limitations for NTHP and VAHF to challenge certification of the FSEIR under CEQA until March 27, 2006.

M. On March 24, 2006, in furtherance of still ongoing settlement negotiations the City, NTHP, VAHF, and LMI entered into an eighth letter agreement tolling the statute of limitations for NTHP and VAHF to challenge certification of the FSEIR under CEQA until April 12, 2006.

N. The Parties have agreed to settle their disputes to avoid legal proceedings and the time, expense and uncertainty that such proceedings would involve. The Parties acknowledge that this settlement is for the purpose of preventing protracted litigation, thereby fully and finally resolving all existing claims related to the Mare Island Specific Plan and encouraging reuse of Mare Island.

O. All capitalized terms undefined herein shall have that meaning set forth in the Mare Island Specific Plan.

## AGREEMENT

NOW THEREFORE, in consideration of the above Recitals and for other good and valuable consideration, the receipt and adequacy of which is acknowledged, it is hereby agreed as follows:

### Rehabilitation Fund

*See Historic Project Guidelines Section 5.4 for 1 – 4.*

1. On or before September \_\_, 2006, LMI will make available up to Two Million Dollars (\$2,000,000.00) to establish a revolving loan fund for the rehabilitation of certain Contributing Resources within the Mare Island Historic District. All loans from the fund will be subject to the following: (a) loan monies will be available solely for hard costs associated with necessary seismic improvements, exterior façade restoration, window restoration or replacement and foundation repairs; (b) all work must comply with the Mare Island Design Guidelines, Chapter 16.38 of the Vallejo Municipal Code and the Secretary of the Interior's Standards for Historic Building Rehabilitation (the "Secretary's Standards"); (c) no single loan may exceed Two Hundred Fifty Thousand Dollars (\$250,000.00); (d) loans will be for a term of no more than thirty six (36) months; (e) the interest rate on the loans will be one percent (1%) less than the then prime lending rate, which rate may be adjusted from time to time; (f) the maximum outstanding balance of all loans will not exceed Two Million Dollars (\$2,000,000.00); and (g) no one person or organization, including affiliates, may hold more than one loan from LMI under this program at any one time. LMI may establish additional loan criteria, including, without limitation, commercially reasonable underwriting criteria.

2. Once a loan is approved, LMI will fund the approved work over a twelve (12) month period as the applicant submits legitimate contractor invoices for the work, which invoices may be subject to verification by LMI. LMI or the administrator of the fund, if different, shall review the loan fund periodically and shall deduct from the available loan balance the amount of any defaulted loans.

3. All loan repayments, excluding interest, will be returned to the loan fund and made available for new loans under the loan program for a period of five (5) years from the date of the first loan. LMI shall have no obligation to make any new loan following the date that is five (5) years after the date it makes the first loan.

4. LMI and City acknowledge and agree that loan funds provided under Sections 1, 2 and 3 above shall not be considered or accounted for as Project Costs (as defined in the Acquisition Agreement) under the terms of the Acquisition Agreement. Notwithstanding the foregoing, reasonable costs of loan fund administration and defaulted amounts are Project Costs.

## Mare Island Historic Park Foundation

*Separate Agreement; not required to be part of the Historic Project Guidelines.*

5. Pursuant to a separate agreement to which NTHP and VAHF are not parties or third party beneficiaries, LMI has agreed to donate Two Hundred Fifty Thousand Dollars (\$250,000.00) to the Mare Island Historic Park Foundation (“MIHPF”) to be placed in trust and jointly controlled by the City and LMI as a fund specifically devoted to the restoration of St. Peter’s Chapel or other historic buildings within the Mare Island Historic Core, as mutually agreed upon by the City and LMI. The City’s Architectural Heritage and Landmarks Commission (“AHLIC”) will review at a public meeting any proposed project pursuant to that separate agreement for consistency with the Secretary’s Standards prior to expenditure of the funds. City shall notify NTHP and VAHF in advance of the date and time of such consideration by the AHLIC.

All notices pursuant to this Section 5 shall be in writing and shall be deemed to have been duly given on the date of delivery if delivered personally to the party to whom notice is to be given (including messenger or recognized delivery or courier service) or on the second day after mailing, postage prepaid, first class mail, as follows:

NTHP: National Trust for Historic Preservation  
Western Office  
Attn: Michael Buhler, Regional Attorney  
5 Third Street, Suite 707  
San Francisco, California 94103

VAHF: Vallejo Architectural Heritage Foundation  
Attn: Current President  
419 Farragut Avenue  
Vallejo, California 94590

*Reclassified Buildings are Bold Italic; Retained or Reused Buildings are Bold Underline.*

### Additional Retention and Reclassification of Resources

6. LMI makes the following commitments regarding Reuse Areas 2A, 2B and 3A: (1) Building **455** will be *reclassified* as a Notable Resource planned for demolition; (2) Building **S11-01** (bunker at southern end of 3A) will be designated for **reuse**; (3) Building **845** (tiny guard shack) will be designated for **reuse** but may be relocated within Reuse Sub-area 3A contingent on the receipt of all necessary City approvals; (4) Building **599** will be designated for **reuse** unless the traffic monitoring requirement contained in the Mitigation Monitoring and Reporting Program approved on November 30, 2005 determines that demolition of the building is required in order to implement the required mitigation; (5) Buildings **757**, **527** and **535** will be designated for **reuse**; and (6) LMI will include the Morton Field archway, in place or relocated, in its future development plans, to the extent feasible. Other than the foregoing retention and

*See Historic Project Guidelines Section 3 Tables 1 & 6, Section 5.2; Historic Resources Catalog 2B; Appendix E.1. For Morton Field, see Section 3.4.1 (B) of the Specific Plan.*

reclassification of buildings, LMI may proceed immediately upon execution of this Settlement Agreement with demolition in Reuse Sub-areas 2A, 2B and 3A consistent with the Mare Island Specific Plan upon approval by Planning Division staff and notice only to the AHLIC.

*See Historic Project Guidelines Section 3 Tables 1, 8, 10, 11, 12, Section 5.0, 5.2; Historic Resources Catalog 3B,4,5,6,8; Appendix E.1. Bldgs. 634 and 854 not proposed for demolition, but no reuse programmed and Bldg. H-64 previously classified as Notable therefore reclassification is not required.*

7. LMI makes the following commitments regarding Reuse Areas 3B, 4, 5, 6, and 8: (1) Building **259** will be *reclassified* as a Notable Resource planned for demolition; (2) Building **S23-01** will be designated for *reuse*; (3) Buildings **632**, **634**, and **854** will be designated for *reuse*; (4) Buildings **766** and **BS3** will be *reclassified* as Notable Resources planned for demolition; (5) Building **S32-06** will be reclassified as a Notable Resource planned for demolition; (6) Buildings **L-F**, **M-D**, **N-H** and **O-B** will be *reclassified* as Notable Resources planned for demolition; (7) Building **M-007A** will be designated for *reuse* on the same project site as Building M-007 (which has been relocated); (8) Buildings **6D**, **T-A**, **U-B** and **U-D** will be *reclassified* as Notable Resources planned for demolition; and (9) Buildings **H-64**, **M-001A** and **M-001C** will be reclassified as Notable Resources planned for demolition. Notwithstanding the foregoing, prior to demolition of any historic resource referenced in this Section 7 for which there is an approved Certificate of Appropriateness (“COA”) requiring retention, an amendment to the applicable COA must be approved by the AHLIC.

*See Historic Project Guidelines Section 4.6.*

8. For those buildings newly designated for reuse in Sections 6 and 7 above, CEQA review will be required prior to any subsequent demolition. The City retains complete discretion in its consideration of any actions set forth in these Sections 6, 7 and 8.

#### **Increased Demolition Criteria for Notable Resources Island-Wide**

*See Historic Project Guidelines Section 5.3.2.*

9. As a condition precedent to final issuance of a demolition permit for a Notable Resource currently planned for demolition outside of Reuse Sub-areas 2A, 2B and 3A, which application shall be processed by the City concurrently with the required Unit Plan application, LMI agrees that a Unit Plan pursuant to Vallejo Municipal Code Section 16.116.075 will have been approved for a replacement project that will either (1) include new construction within the footprint of the Notable Resource proposed for demolition; or (2) involve the rehabilitation of a nearby Landmark or Notable Resource that will necessitate removing one or more Notable Resources of lesser reuse potential to create adequate parking, circulation, or lay down for the rehabilitated Landmark or Notable Resource; or (3) be part of a public works project. Further, the proponent of each replacement project will have demonstrated to the City commercially reasonable financial resources necessary to complete the proposed replacement project, and the replacement project will be scheduled to commence within six (6) months of receipt of all necessary City approvals.

The Parties agree that the demolition of any Notable Resource currently planned for reuse pursuant to the Mare Island Specific Plan shall be subject to the

conditions precedent set forth in this Section 9 and discretionary new project review under CEQA.

*See Historic Project Guidelines Section 5.3.2 for 10 and 11.*

10. Prior to demolition, LMI will prepare the appropriate level of HABS documentation for any Notable Resource, including photographs, plans and a written description, to the extent such documentation has not already been completed. The HABS documentation will be made available to the MIHPF and the Solano County, John F. Kennedy Library.

11. The provisions of Section 9 and Section 10 above shall not apply to Buildings 206, 208, 237 and 257, the demolition of which shall be pursuant to the Mare Island Specific Plan.

### **Mare Island Specific Plan Amendment**

*See Historic Project Guidelines Section 5.3.2 for (1), (2) and (5); References to 6. and 7. of this document for (3); Appendix E for (4); Also Table 8-1 of the Specific Plan for (5); and Historic Project Guidelines Section 4.8 for (6).*

12. LMI in consultation with NTHP shall prepare revisions to Appendix B-1 to the Mare Island Specific Plan (the "Historic Project Guidelines") and relevant sections of the Mare Island Specific Plan text consistent with the terms of this Settlement Agreement and submit such revisions to the City for processing as a specific plan amendment. The revisions shall include topics such as (1) preconditions for Notable Resources planned for demolition that are located outside Reuse Sub-areas 2A, 2B and 3A; (2) mutually acceptable changes to the demolition criteria for Notable Resources scheduled for demolition, for which no further CEQA review shall be required; (3) reclassification of certain buildings as Notable Resources; (4) revision of the Preliminary Development Plan; (5) the changes approved by the City as mitigation measures under CEQA that were not previously included in the text of the Mare Island Specific Plan or Historic Guidelines; and (6) a prohibition on demolition based on the willful neglect of LMI. The City shall process the proposed revisions in accordance with all applicable Federal, State and local law. Failure by the City to approve the proposed Historic Project Guidelines and Mare Island Specific Plan text revisions will not under any circumstances allow NTHP or VAHF to challenge any demolition, rehabilitation or new construction in Reuse Sub-areas 2A, 2B and 3A consistent with this Settlement Agreement and the Mare Island Specific Plan. The Parties contemplate that the Mare Island Specific Plan amendment process will be completed within eight (8) months from execution of this Settlement Agreement.

### **Fund for Training**

*The remaining sections are not required as part of the SPA II.*

13. Within sixty (60) days after the Effective Date, LMI shall provide to City a one-time lump sum payment of \$15,000 to be held and administered by the City, so long as the funds remain, for training for members of the AHLC on the application of the Historic Project Guidelines and Design Guidelines.

### **Attorneys Fees**

14. As soon as reasonably possible, and in no event later than forty-five (45) days from the Effective Date, LMI shall pay to NTHP the amount of \$45,000 in complete satisfaction of all claims by NTHP, VAHF and their counsel for attorney's fees and costs in connection with the negotiation and preparation of this Settlement Agreement and the contemplated revisions of the Mare Island Specific Plan and the Historic Project Guidelines.

### **Restrictions on Challenges**

15. The Parties covenant to act in good faith in all matters related to the implementation and enforcement of this Settlement Agreement. NTHP and VAHF may continue to participate in administrative processes available to the public relative to proposed demolitions or substantial alterations of Contributing Resources, except that NTHP, VAHF, Irvin and Pidgeon agree not to challenge any demolition, rehabilitation or new construction in Reuse Sub-areas 2A, 2B and 3A that are consistent with this Settlement Agreement and the Mare Island Specific Plan.

NTHP, VAHF, Irvin and Pidgeon further covenant not to file suit or in any way participate or provide assistance in any such suit against LMI or the City in opposition to development in Reuse Sub-areas 3B, 4, 5, 6, 8, and 9, according to the Mare Island Specific Plan and this Settlement Agreement, including suits challenging any local, regional, state or federal permits, approvals or authorizations required to implement the Mare Island Specific Plan in said Sub-areas, except to the extent that (1) the proposed development is materially inconsistent with the Mare Island Specific Plan or Historic Project Guidelines, both as they may be amended, or (2) the challenge is based solely on material facts or circumstances not in existence on the effective date of this Settlement Agreement. This covenant shall not prevent the undersigned from enforcing the provisions of this Settlement Agreement or from taking legal actions authorized in the following paragraph.

The Parties acknowledge that the final content of amendments to the Mare Island Specific Plan and the Historic Project Guidelines that are contemplated by this Settlement Agreement is not yet determined and awaits a public process and considered approval by the City. In the event the City amends the Mare Island Specific Plan and Historic Project Guidelines in a manner consistent with this Settlement Agreement, NTHP and VAHF are completely barred from challenging the approvals set forth in Recital C above. Notwithstanding City's complete discretion with respect to amendments to the Mare Island Specific Plan and Historic Project Guidelines, in the event that the aforementioned amendments adopted by the City are inconsistent with this Settlement Agreement, NTHP and VAHF may take any legal action they deem to be in their best interests, including any legal action that was available to them to challenge the City's compliance with CEQA as of the time of the City's approval of the FSEIR and the other actions set forth above in Recital C. In this event only, the City and LMI hereby



waive the CEQA statute of limitations for NTHP and VAHF only, and no other entity or individual, as to actions taken by the City in November and December 2005 set forth in Recital C, and agree that the statute of limitations shall not run until 30 days after the posting of a Notice of Determination following the City's future amendments to the Mare Island Specific Plan and the Historic Project Guidelines called for and consistent with this Settlement Agreement or, in the event the City disapproves such amendments, 30 days after the date of such disapproval by the City Council. If the City fails to take any action to amend the Mare Island Specific Plan or Historic Project Guidelines within 18 months of the Effective Date, NTHP and VAHF may take any legal action they deem to be in their best interests, including any legal action that was available to them to challenge the City's compliance with CEQA as of the time of the City's approval of the FSEIR and the other actions set forth above in Recital C, upon satisfaction of the following conditions: (1) NTHP and VAHF have delivered written notice to LMI and the City within 30 days of the expiration of such 18-month period requesting action by the City to amend the Mare Island Specific Plan and/or the Historic Project Guidelines (the "Action Request"), (2) a 90-day cure period following the delivery of such notice has expired without action by the City to approve the amendments, and (3) the legal action by NTHP and VAHF is filed within 30 days of the expiration of such 90-day cure period. In the event that either the 30-day period for delivering the Action Request expires without the delivery of such Action Request or the 30-day period for filing a legal action expires without a legal action being filed, NTHP and VAHF shall be forever barred from bringing an action challenging the City's approval of the Mare Island Specific Plan, the Historic Project Guidelines and the FSEIR. Any legal actions taken by NTHP or VAHF under this paragraph may not challenge or affect LMI's right to proceed with demolition, rehabilitation or new construction in Reuse Sub-areas 2A, 2B and 3A in a manner consistent with this Settlement Agreement and the Mare Island Specific Plan. In addition, in the event of successful legal challenge pursuant to this Section 15, any order, writ or other ruling from the court shall not invalidate any permits for demolition, rehabilitation, new construction or use within Reuse Sub-areas 2A, 2B or 3A consistent with the Mare Island Specific Plan, and the Parties agree that the Mare Island Specific Plan and the FSEIR shall remain valid for purposes of demolition, rehabilitation, new construction or use within these Reuse Sub-areas and the Parties will ask the court issuing such writ, order or ruling to reflect this agreement in any such writ, order or ruling.

### **Cooperation**

16. Each Party to this Settlement Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Settlement Agreement. Without limiting the generality of the foregoing, NTHP and VAHF acknowledge that LMI and the City have entered into this Settlement Agreement in order to further the reuse of Mare Island consistent with the Mare Island Specific Plan, and, accordingly, NTHP and

VAHF agree to cooperate with LMI's efforts to implement the terms of this Settlement Agreement and the Mare Island Specific Plan.

**Release**

17. Except as provided in Section 15, upon the execution of this Settlement Agreement, NTHP and VAHF hereby release and forever discharge LMI and City and their respective officers, officials, staff, members, directors, agents, employees, attorneys, representatives, subsidiaries, affiliates, predecessors, successors, partners, limited partners, and assigns from all claims, demands and causes of action which, as of the Effective Date, NTHP and VAHF ever had or now have against LMI or the City.

**Press Release**

18. The parties agree to prepare a mutually agreeable press release regarding this Settlement Agreement and to disseminate it at a mutually agreeable time.

**No Admission**

19. Nothing in this Settlement Agreement shall be deemed as an admission or denial as to the validity of any claims or defenses.

**Entire Agreement**

20. The Parties agree that this Settlement Agreement sets forth the entire agreement between them and relating to the subject matter hereof and that this Settlement Agreement merges and supersedes all prior discussions, agreements, understandings, representations, and all other communications between them relating to the subject matter of this Settlement Agreement.

**Representations and Warranties**

21. Each Party represents and warrants that it has the right, power and authority to execute this Settlement Agreement. Each Party further represents and warrants that it has the exclusive right to prosecute and compromise the claims released by this Settlement Agreement and that it has neither made nor suffered to be made any sale, assignment, transfer, conveyance, pledge, hypothecation, or encumbrance of any kind whatsoever of any right, claim, demand, obligation, cost, expense, sanction, grievance, action, cause of action, controversy, debt, damage, arbitration, liability, duty, penalty, attorney fee, charge, suit, punitive damage, injury, loss, agreement, contract, promise, or lien released, canceled, rescinded or discharged hereby, and that it is the sole and absolute legal and equitable owner thereof, free and clear of any interest of any other person or entity. Each Party represents and warrants that it has given any and all notices, and obtained any and all consents, powers and authorities, necessary to permit it, and the persons executing this Settlement Agreement for it, to enter into this Settlement Agreement.

### **Written Waiver**

22. A waiver of any Party's right to enforce any provision of this Settlement Agreement shall not be effective unless such a waiver is made expressly in writing. An express waiver of any one breach shall not be deemed a waiver of any other breach of the same or any other provision of this Settlement Agreement.

### **Legal Representation**

23. The Parties affirm that they have been represented by counsel of their own choosing regarding the preparation and negotiation of this Settlement Agreement and the matters and claims set forth herein, and that each of them has read this Settlement Agreement and is fully aware of its contents and its legal effect. Neither Party is relying on any statement of the other Party outside the terms set forth in this Settlement Agreement as an inducement to enter into this Settlement Agreement.

### **Joint Preparation**

24. The language of all parts of this Settlement Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any party. No presumptions or rules of interpretation based upon the identity of the party preparing or drafting the Settlement Agreement, or any part thereof, shall be applicable or invoked.

### **Equal Dignity**

25. This Settlement Agreement may not be altered, amended, modified or otherwise changed except in writing duly executed by an authorized representative of each of the Parties.

### **California Law**

26. This Settlement Agreement shall be governed by and construed in accordance with the laws of the State of California.

### **Counterparts**

27. This Settlement Agreement may be executed in counterparts, each of which will be deemed an original. This Settlement 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 parties.

### **Captions**

28. Captions are included herein for ease of reference only. The captions are not intended to affect the meaning of the contents or scope of this Settlement Agreement.

**Survival of Obligations**

29. None of the releases contained in this Settlement Agreement is intended to release any Party from any obligation or understanding to be performed pursuant to this Settlement Agreement, all of which obligations and understandings shall survive the execution hereof.

**Comply with all Laws**

30. The Parties shall comply with all applicable laws, statutes, ordinances and regulations regarding their obligations under this Settlement Agreement.

**Successors and Assigns**

31. This Settlement Agreement shall be binding upon each of the parties hereto and their respective successors, agents, assigns, heirs, executors, trustees, shareholders, directors, officers, attorneys, consultants and insurers.

IN WITNESS WHEREOF this Settlement Agreement is executed and agreed to by the following, as of the last date set forth below.

It is so agreed. *(Original Signatures on file with the City.)*

<p><b>NATIONAL TRUST FOR HISTORIC PRESERVATION</b> a non-profit corporation</p> <p>By: _____ _____ Signature</p> <p>Name: _____ _____</p> <p>Title: _____ _____</p> <p>Date: _____ _____</p> <p>APPROVED AS TO FORM:</p> <p>_____ Paul Edmondson General Counsel</p> <p><b>VALLEJO ARCHITECTURAL HERITAGE FOUNDATION</b> a non-profit corporation</p> <p>By: _____ _____ Signature</p> <p>Name: _____ _____</p> <p>Title: _____ _____</p> <p>Date: _____ _____</p>	<p><b>LENNAR MARE ISLAND, LLC, a California limited liability company</b> By: <b>Lennar Homes of California, Inc., its manager</b></p> <p>By: _____ _____ Signature</p> <p>Name: _____ _____</p> <p>Title: _____ _____</p> <p>Date: _____ _____</p> <p><b>CITY OF VALLEJO, a municipal Corporation</b></p> <p>By: _____ _____ John P. Thompson Interim City Manager</p> <p>Date: _____ _____</p> <p>APPROVED AS TO CONTENT:</p> <p>_____ Craig Whittom Community Development Director</p> <p>APPROVED AS TO FORM:</p>
--	---

_____	_____ Frederick G. Soley City Attorney
-------	--

Judy Irvin, an individual

\_\_\_\_\_

Date: \_\_\_\_\_

Elizabeth Pidgeon, an individual

\_\_\_\_\_

Date: \_\_\_\_\_

The above-referenced individuals have executed this Settlement Agreement solely with respect to their obligations not to challenge certain approvals pursuant to Section 15 of this Settlement Agreement and for no other purpose.

**MARE ISLAND SPECIFIC PLAN AMENDMENT II  
SETTLEMENT AGREEMENT - SUMMARY OF CHANGES**

(Revised 6/07/07)

**Table 1: Buildings Reclassified as a Notable Resource**

	Settlement Agmt. Section	Reuse Area	Building No.	ERA Built	Building Type	Size
1.	6 (1)	2B	455	4	L- Storage	31,160
2.	7 (1)	3B	259	3	Storage	24,200
3.	7 (4)	5	766	4	G - Latrine	4,200
4.	7 (4)	5	BS-3	5	H - Other Infrastructure	1,128
5.	7 (5)	5	S32-06	5	F - Bomb Shelter	1,310
6.	7 (6)	6	L-F	4	B - Residential Garage/Shed	420
7.	7 (6)	6	M-D	4	B - Residential Garage/Shed	546
8.	7 (6)	6	N-H	4	A - Residential	1,092
9.	7 (6)	6	O-B	4	A - Residential Servants Qrts.	721
10.	7 (8)	6	6-D	3	B - Residential Garage/Shed	765
11.	7 (8)	6	T-A	4	B- Residential Garage/Shed	458
12.	7 (8)	6	U-B	4	B - Residential Garage/Shed	572
13.	7 (8)	6	U-D	4	B - Residential Garage/Shed	565
14.	7 (9)	8	H-64 <sup>1</sup>	4	B - Residential Garage/Shed	651
15.	7 (9)	8	M-001A	4	A - Residential Servants Quarters	694
16.	7 (9)	8	M-001C	4	B - Residential Garage/Shed	680

Notes: 1 - Previously classified as a Notable; no reclassification is required.

**Table 2: Buildings Designated for Reuse/Retention**

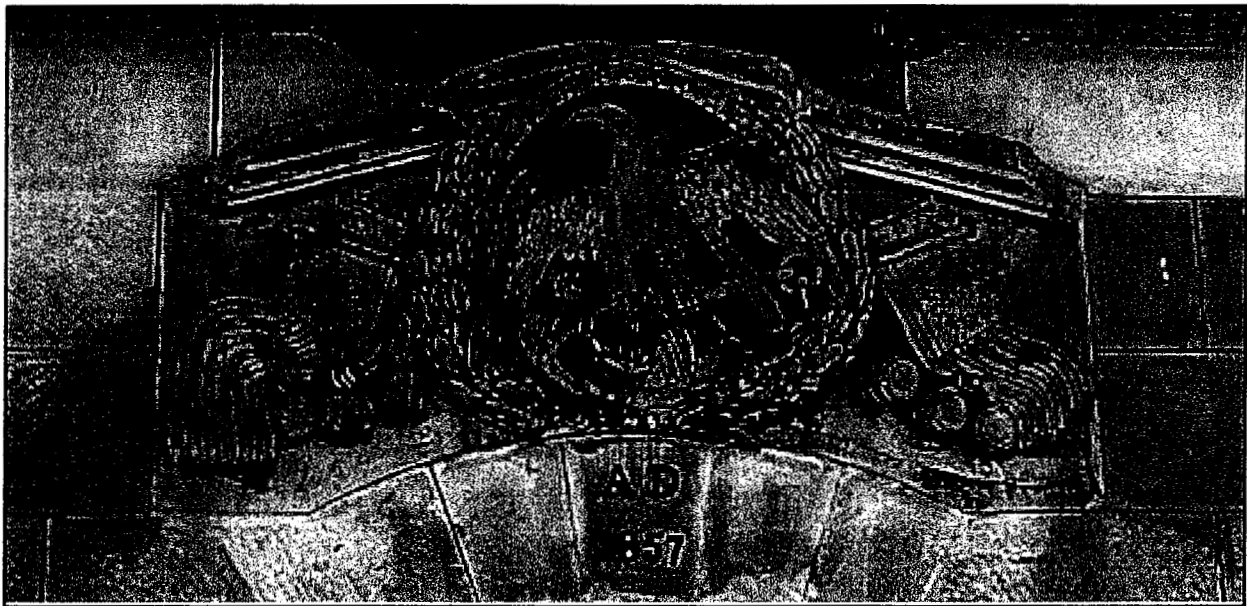
	Settlement Agmt. Section	Reuse Area	Building No.	ERA Built	Building Type	Classification	Size
1.	6 (3)	3A	845	5	E - Pumphouse	Component	186
2.	6 (2)	3A	S11-01	5	F - Bomb Shelter	Component	1,960
3.	6 (4)	3A	599	5	O - Metal Storehouse	Notable	112,500
4.	6 (5)	3A	757	5	J - Torpedo Storehouse	Component	6,375
5.	6 (5)	2A	527	5	L - Warehouse	Notable	114,328
6.	6 (5)	2B	535 <sup>1</sup>	5	O - Public Works Shops	Notable	29,866
7.	7 (2)	4	S23-01	5	F - Bomb Shelter	Component	988
8.	7 (3)	4	632	4	E - Welding Station	Component	812
9.	7 (3)	4	634 <sup>2</sup>	4	Utility	Component	743
10.	7 (3)	4	854 <sup>2</sup>	4	Utility	Component	795
11.	7 (7)	6	M-007A	3	Residential Garage/Shed	Component	228
<b>Total Square Footage Reused</b>							<b>268,553</b>

Notes:

1 - Building 535 falls along the boundary line separating Reuse Areas 2B and 6. The portion of the building approved for demolition and currently proposed for reuse is within Reuse Area 6 and totals 29,866 square feet.

2 - Buildings 634 and 854 were not proposed for demolition in the 2005 Mare Island Specific Plan; however, no developed reuse was included.

# MARE ISLAND SPECIFIC PLAN



ADOPTED - MARCH 1999  
AMENDED AND RESTATED - DECEMBER 2005  
AMENDED - JULY 2007

PUBLIC REVIEW DRAFT: JUNE 11, 2007



**PROPOSED 2007  
MARE ISLAND SPECIFIC PLAN AMENDMENT II  
REVIEW GUIDE**

The following is a list of red-lined changes that have been made to Mare Island Specific Plan Amendment document. Minor editorial changes and corrections are not included in this list, nor are text changes approved as part of the 2005 Staff Initiated Changes Errata. Table of Contents, Figures, and Footnotes will be updated for final printing.

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Global Changes:

1. "Historic Guidelines" has been replaced with "Historic Project Guidelines"
2. Cedar Avenue has been replaced with Azuar Drive

**CHAPTER 1.0 INTRODUCTION**

Page 2: Section 1.2 Planning for the Reuse of Mare Island, includes 2005 adoption date and anticipated adoption date of June 26, 2007 for SPA II.

Page 14: Section 1.6.2 Reuse Process, paragraph following bulleted list, clarified information regarding Reuse Plan adoption and use of Specific Plan.

Page 15: Section 1.6.2 (B) Planning Development Entitlements, added Resource Conservation which is designated for inactive dredge ponds and wetland area; (C) Environmental Clean-Up, clarified information regarding Eastern Early Transfer Parcel.

Page 21: Section 1.8.2 State of California (B) California State Lands Commission, clarified information regarding Settlement and Exchange Agreement.

Page 22: Section 1.8.3 City of Vallejo (B), (C), (D), clarified review authority for City Staff, Architectural Heritage and Landmarks Commission and Planning Commission.

Page 23: Section 2.2 Significance of Historic Resources, deleted and relocated discussion of National Registration Form to page 28, Section 2.3.1 Federal Designations and Program, National Register discussion.

Pages 24 and 28: Section 2.3.1 Federal Designations and Programs, deleted blank spaces and relocated discussion from pages 28 and 29.

Page 29: National Registration Form discussion relocated from Page 23 as part of National Register discussion.

Page 31: Section 2.3.3, amended title to more appropriately address discussion; revised discussion to include current proposal to amend the Vallejo Municipal Code that would replace the Mare Island Amendment with references to the Mare Island Specific Plan; relocated Project Guidelines discussion to 3<sup>rd</sup> paragraph.

Page 32: Section 2.3.4, Federal Preservation Tax Incentive Program, amended to include projects that may be eligible for the National Register; California State Historical Building Code, clarified use of the State Historical Building Code.

Page 34: Section 2.4.2, deleted text referencing Mare Island Amendment to reflect current proposal to amend the Vallejo Municipal Code to replace the Mare Island Amendment with references to the Mare Island Specific Plan.

Page 35: Section 2.5, amended title to more appropriately address discussion.

Page 37: Section 2.5.2 – 2.5.7, reformatted sections to eliminate separate headings and to include the discussion as part of 2.5.1 Preservation Considerations and Priorities.

Page 38: (B) Sub-area Sensitivity and Character, deleted subject reference regarding repetitive resources; included additional characteristics originally provided in Historic Project Guidelines.

Page 39 - 40: Section 2.5.3 Individual Resource Significance, deleted detailed definitions of individual resource classifications, which are provided in Section 2.0 of the Historic Project Guidelines.

Page 44 – 49: Sections 2.5.4 – 2.5.7, deleted detailed information regarding contributing resources, which is provided in Section 3.0 of the Historic Project Guidelines, and included summaries of the considerations as (D) (E) and (F).

Page 50: Section 2.5.2, formerly Section 2.6, renamed section and included it as part of the Historic Project Guidelines Section of the document.

Page 51: Section 2.5.2, formerly Section 2.6, added information regarding Historic Project Guidelines; deleted text regarding Mare Island Amendment, consistent with the above; deleted text regarding Historic Project Guidelines providing direction, as other sections of the Specific Plan and appendices also provide this direction; deleted text regarding establishing a project site, which is provided in Section 4.0 of the Historic Project Guidelines.

Page 52 – 55: Sections 2.6.2 and 2.6.3, deleted text regarding treatment standards and new construction, which is provided in Section 4.0 of the Historic Project Guidelines.

Page 55: Section 2.6, formerly Section 2.7, included information on character areas and corrected information on design guidelines.

Page 56 - 59: Section 2.8, deleted Demolition Criteria, which is provided in Section 5.0 of the Historic Project Guidelines.

Page 62: Section 2.9 Planning and Review, added all appendices related to Mare Island Historic Resources and deleted reference to the Mare Island Amendment.

### **CHAPTER 3.0 LAND USE**

Page 66: Section 3.2.2 Dredge Ponds, amended to reflect agreement to not allow re-activation of the dredge ponds on Mare Island; Sections 3.2.3 Conservation Easement, and 3.2.4 Open Space amended to reflect agreement to not allow re-activation of the dredge ponds on Mare Island.

Page 73: Section 3.2.12 Uses Requiring Site Development Permit, amended to restrict uses within wetlands and inactive dredge pond areas; Table 3-1, amended to reflect Development Program, as provided in the certified 2005 Final Subsequent Environmental Impact Report.

Page 78: Section 3.4 Parks and Open Space, amended to restrict uses within wetlands and inactive dredge pond areas.

Page 80: Section 3.4.1 (B) Regional Park, amended pursuant to Article 6 of the Historic Resources Settlement Agreement regarding Morton Field.

Page 82: Section 3.4.3 (C) City Park and (D) Wildlife Refuge, amended to indicate that dredge ponds are inactive.

Page 84: Section 3.5 Land Use Program by Reuse Area, amended to indicate that Table 3-2 has been revised to reflect Development Program as provided in the certified 2005 Subsequent Environmental Impact Report.

Page 85: Table 3-2, revised to reflect Development Program as provided in the certified Subsequent Environmental Impact Report.

Pages 87 - 96: Sections 3.5.2 – 3.5.13 Reuse Areas 1A, 1B, 2A, 3A, 3B, 4, 5, 6, 9 and 10A (A) Land Use, amended text and square footage to reflect Development Program as provided in the certified Subsequent Environmental Impact Report.

Page 90: Section 3.5.7 Reuse Area 3B, 193,845 square feet of additional warehouse use added due to demolition of Building 866 (387,690 square feet) in Reuse Area 8, which was originally assumed for reuse; remaining 193,845 square feet of warehouse use added to Reuse Area 5.

Page 92: Section 3.5.9 Reuse Area 5, 193,845 square feet of warehouse use added due to demolition of Building 866 (387,690 square feet) in Reuse Area 8, which was originally

assumed for reuse; remaining 193,845 square feet of warehouse use added to Reuse Area 3B.

Page 93: Section 3.5.12, Reuse Area 8, deleted child-care facility and adult vocation school, which buildings have been demolished; deleted reuse of Building 866 which has being demolished; amended to reflect inactive dredge ponds.

Page 96: Section 3.5.18 Reuse Area 13, amended to reflect restriction of RCRA; Section 3.5.19 Wetlands, amended to reflect inactive dredge ponds and current occupancy of Building 505 and status of U.S. Fish and Wildlife on Mare Island.

Page 97: Section 3.5.19 Wetlands (Land Use), amended to reflect inactive dredge ponds and open space, conservation and habitat management as allowed uses; deleted access roads as an allowed use for dredge ponds.

98: Section 3.5.22 Accessory and Temporary Uses, amended to reference Vallejo Municipal Code for accessory and temporary uses; added model home complexes as a temporary use.

#### **CHAPTER 4.0 URBAN DESIGN**

Page 104: Numbers ix - xii, added to reference subject Planned Development Unit Plan for setback requirements for accessory structures and additions; prohibit carports; prohibit garage conversions.

Page 123: Section 4.10.11 South Residential Village, deleted references to Buildings 866, 902, and 1003 which have been approved for demolition.

Page 124: Section 4.10.13 South Island Business Park, clarified ownership of area.

#### **CHAPTER 5.0 TRANSPORTATION**

Page 139: Section 5.7 Bicycle and Pedestrian, amended to clarify three types of bikeways or routes planned for Mare Island; clarified Class I Bikeway/Multi-Use Path along Walnut Avenue.

#### **CHAPTER 6.0 UTILITY SYSTEMS**

Page 150: Section 6.2 Proposed System Improvements, amended to clarify that utility lines for water, sewer and storm drainage will be owned, operated and maintained by the City and Vallejo Sanitation and Flood Control District (VSFCD).

#### **CHAPTER 8.0 IMPLEMENTATION**

Page 157: Table 8-1 Implementation Summary of Public Area Improvements, amended Interpretive Program to reflect Mitigation Measure A.1c.

Page 161: Section 8.2.4 Zoning, amended to include Resource Conservation areas.

Page 165: Section 8.3.3 Unit Plan Procedure (MUPD Zoning), amended to include policy that Unit Plans are required for the permanent reuse of any building and for all new construction, except for trellises, gazebos and patio covers; Section 8.3.4 Cultural Resources, deleted references to Mare Island Amendment, per Zoning Code Text Amendment; deleted all standards and procedures for projects within the Mare Island Historic District and referenced the Historic Project Guidelines.

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## 1.0 INTRODUCTION

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### 1.1 THE VISION FOR MARE ISLAND

Mare Island has always had a very special role in the history of Vallejo. The conversion of Mare Island to civilian uses presents a tremendous challenge to and opportunity for the City of Vallejo. As described below, the transfer process has involved many years of coordinated community planning. The guiding vision for the initial Reuse Plan and Specific Plan, as well as for all subsequent amendments has held constant. That vision is to create new, well paying jobs and to restore to Mare Island the vitality that it brought to Vallejo through its recognized long period of significance—"91 years from the era of wooden sailing ships to the eve of the nuclear era, from the early American occupation of California through World War II."<sup>1</sup> A part of this vision is the growing recognition that the historic character of Mare Island, in and of itself, adds incalculably to the level of economic development opportunities and types of jobs that can be created, both for the City and the region.

It is not difficult to understand why job creation has been such a constant theme through the conversion planning. Until the base closure was approved in 1993, it was the primary economic engine for the City. During the second World War, it was one of the busiest shipyards in the world with more than 40,000 workers. Before downsizing in 1988, there were still more than 10,000 jobs. At the date of closure, the shipyard employed approximately 5,800 workers.

It is also widely recognized that the buildings and landscape setting of the former naval shipyard, which is appropriately designated as a national treasure, contains one of the richest collections of cultural resources within a relatively small area to be found anywhere in the country. Mare Island is a built record of the impact of the nation's presence on the edge of the continent. It is the oldest shipyard and naval facility on the West Coast, established six years after Mexico ceded the area to the United States and four years after California was admitted to the Union. It contains some of the oldest shipyard buildings in the country, as well as a diverse collection of industrial and military base architecture, with state-of-the-art examples of Civil War, Spanish War, World War I and World War II era structures that range from massive industrial plants to elegant single-family officer's quarters. These structures are a physical part of the legacy of the massive military investments that were made to maintain this very important naval base, which became an integral part of the economy of the City and the region.

The vision of Mare Island as a vital new place where people live and work within the context of a well-established, highly distinctive and historically significant fabric of

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<sup>1</sup> National Register of Historic Places Registration Form for the Mare Island Historic District, Vallejo, California. Engineering Field Activity, West Naval Facilities Engineering Command, San Bruno, California. January, 1996. Section Number 7, pp. 1-2.

buildings and landscape. It is a vision that acknowledges economic development and preservation as mutually inclusive goals of a Specific Plan to extend the former vitality of the Mare Island Naval Base into the 21st Century, fostering a new district of the City within the existing fabric of a nationally recognized historic place of almost unparalleled significance.

## 1.2 PLANNING FOR THE REUSE OF MARE ISLAND

After presidential approval and congressional acceptance in 1993 of the Base Realignment and Closure Commission (BRAC) Report recommending closure of the Mare Island Naval Shipyard (referred to as Mare Island or the Shipyard), the City of Vallejo undertook an extensive community-based reuse planning process. The Shipyard had always been a vital part of the City's economy and character and there was particular concern over the loss of such an important employment base. The resulting Mare Island Final Reuse Plan (Reuse Plan) was accepted by the Vallejo City Council as the guiding document for reuse activities in 1994. The Reuse Plan was the basis for the Mare Island Specific Plan as adopted on March 30, 1999 (1999 Specific Plan), and remains the blueprint for this amendment and restatement of the Mare Island Specific Plan adopted on December 6, \_\_\_\_\_ 2005, and subsequently amended and restated on \_\_\_\_\_, 2006 June 26, 2007 (Specific Plan).<sup>2</sup> The Specific Plan replaces and supersedes the 1999 Specific Plan, as do all future amendments and restatements.<sup>3</sup> Concurrently with the processing of this Specific Plan, the City is processing an amendment to its General Plan. The Specific Plan is consistent with the General Plan, as amended.

The 1999 Specific Plan established a vision for the geographic area of Mare Island as a vibrant civilian employment center and balanced new neighborhood for the City of Vallejo. 1999 Specific Plan goals were focused on the replacement of jobs and economic activity once provided by the military use of Mare Island. The 1999 Specific Plan designated land uses and established development standards for identified reuse areas and provided an implementation program to guide all subsequent planning activities for Mare Island.

Following selection of the Master Developer (Lennar Mare Island, LLC) ~~for~~ for the majority of Mare Island and as part of the entitlement process, extensive studies were prepared on historic resources and environmental conditions as well as on the capacities of the transportation and service infrastructure. The studies, which also have been informed by the Final EIS/EIR (1998) for the base closure, are the basis for the amendments that have been incorporated into the Specific Plan. These amendments, as

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<sup>2</sup> Throughout this document, references to the "Specific Plan" should be understood to mean the amended and restated Specific Plan. References to the "1999 Specific Plan" should be understood to mean the Mare Island Specific Plan, as adopted on March 30, 1999.

<sup>3</sup> The further amendments and restatements reviewed and acted upon by the City Council reflect conditions required by the City in adopting the 2005 amendments and restatements, a number of the findings of the 2005 Subsequent EIR and additional agreements by the Master Developer (Lennar Mare Island, LLC), relative to the treatment and demolition of contributing resources in the Historic District.

summarized below, maintain consistency with the goals and policies of both the Reuse Plan and the 1999 Specific Plan. The emphasis for both interim and ultimate land uses as described by the Specific Plan remains on job-creation and the integration of new uses into the historic fabric of Mare Island. The vision for the conversion to predominately civilian use of Mare Island continues to be the revitalization of a historic place that will provide interim and long-term regional recreational, employment and housing opportunities while maintaining the waterfront-related industrial activities associated with its past and present.

In summary, the reasons for amending and restating the 1999 Specific Plan are summarized as follows:

- State Lands Commission jurisdiction over Reuse Area 10A (*see Land Use Element, Section 3.5.13*), requires changing the land use designation from residential to industrial, and relocating residential uses to other areas.
- More detailed information on the location of environmental contamination, especially in Reuse Area 2, results in the need to relocate residential uses to more suitable Reuse Areas and to phase the development plan according to the cleanup process.
- Modifications in Reuse Area boundaries, including sub-divisions of several Reuse Areas, are made to provide logical planning units based on more accurate land surveys and to recognize current boundaries for the State Lands Commission, U.S. Fish and Wildlife Service, and other jurisdictional entities.
- Updated studies on land use programming, marketing, economic feasibility, employment, housing demand, education and other comparable topics that inform development planning decisions have been conducted.
- Additional analyses of historic and archaeological resources provide detailed information, including a survey of, and guidelines for, the preservation and reuse of an increased number of historic structures and a reduced number of required demolitions, that results in opportunities for increased square footages in the overall development program.
- More detailed information on, and criteria for, the design of transportation and utility infrastructure is provided to support refined Specific Plan concepts.

### 1.3 REUSE GOALS AND CONCEPTS

The goals developed through the reuse planning process and incorporated into the 1999 Specific Plan are still the guiding principles for reuse. Some of these goals are not land use-related, but they are important to include as a context for the land use policies, standards and programs described in the Specific Plan. The goals include the following:



- Create jobs and other economic development opportunities to sustain and improve the economic conditions in Vallejo, the rest of Solano County, Napa County and the greater San Francisco Bay Area into the 21st century.
- Create a self-sustaining and multi-use community that is unified under a common design theme with a balance of industrial, office, commercial, residential, educational, recreation, cultural and open space uses that will meet the needs of future generations.
- Preserve and enhance the history of Mare Island as an integral part of the reuse.
- Use a variety of innovative economic development tools, including public-private partnerships and domestic-international partnerships, for marketing, financing and acquisition.
- Ensure that those impacted by closure are provided retraining and educational opportunities for careers that are high paying and highly skilled.
- Ensure that the human services needed by those impacted by downsizing and closure are easily accessible and available.

#### **1.4 FRAMEWORK FOR CHANGE**

The Mare Island Specific Plan is not a rigid plan or a final picture; instead it provides the foundation and the process for land use decisions that must be made as economic decisions present themselves. This framework for change provides the flexibility needed to respond to economic development and other opportunities that benefit Mare Island, the community and the region.

##### **1.4.1 Policies**

Based on the concepts set forth in the Reuse Plan, the following general development policies have been incorporated into the Specific Plan:

##### **(A) Access**

- Access on and to Mare Island should achieve a balance between automobile, transit, bicycle and pedestrian modes.
- The existing network of streets and the layout of Mare Island encourage pedestrian movement and transit usage and should therefore be reinforced.

##### **(B) Buildings and Places**

- The special heritage of Mare Island, which is expressed in its historic buildings and landscaping, will be preserved and made accessible to the

public as a living, evolving environment within the Historic District according to the Secretary of the Interior's standards.

- The reuse of historic buildings and places on Mare Island, including proposed new construction, will provide a full range of land uses including for employment, residential, commercial, recreation and open space.

(C) Open Space

- The Mare Island community will continue to be characterized by the remarkable extent and quality of its open space and recreational amenities and by its natural resource areas.
- New development on Mare Island will preserve and expand existing open space areas and will provide access to a regional and local populace.

## 1.5 SETTING

### 1.5.1 Location

Mare Island is located on the western edge of the City of Vallejo in southwestern Solano County (*see Figure 1-1: Regional Location*). It is approximately 30 miles northeast of San Francisco and within easy travel distance of major cities within Solano County and adjoining counties. Mare Island is bounded by Mare Island Strait (part of the Napa River) on the east, San Pablo Bay on the west, Carquinez Strait on the south, and Napa Marsh, State Route 37 and San Pablo Bay National Wildlife Refuge on the north. The entire site lies within the incorporated boundaries of the City of Vallejo. The two existing points of access are from State Route 37, the primary route across the North Bay connecting U.S. Route 101 and Interstate 80, and across the Mare Island Causeway from Tennessee Street, one of Vallejo's main arterials and a primary connection with Interstate 80.

Mare Island is approximately 3.5 miles long by one mile wide. It comprises approximately 5,250 acres (revised from the historic recording of 5,460 acres to reflect more recent and accurate assessment of submerged lands by the Navy and not including the 29-acre Roosevelt Terrace property, as discussed below), of which 1,448 acres are Reuse Areas identified for development and recreational uses, including conservation easements, and 3,787 acres are dredge disposal ponds, wetlands and submerged lands. Generally speaking, the Island is relatively flat, ranging in elevation from sea level to 284 feet above sea level at the southern end. The "Hill", a large upland open space at the southern end of Mare Island, is part of the original Shipyard. At the time of transfer, the buildings on Mare Island totaled approximately 10.5 million square feet.

**Figure 1-1: Regional Location**

## 1.5.2 Plan Area

The Specific Plan Area for Mare Island, as illustrated in **Figure 1-2**, is bounded by Mare Island Strait on the east, San Pablo Bay on the west, Carquinez Strait on the south and the Napa Marsh and historic diked marshlands on the north. In addition, the Plan Area includes the following “complex” of Shipyard properties: (1) the Causeway from Mare Island to Tennessee Street, (2) Building 513 and the Main Entrance at the eastern end of the Causeway, (3) the rail spur that extends from Mare Island through the City of Vallejo to Broadway, and (4) the bulkhead extending from Sandy Beach into Mare Island Strait.

With one exception the Specific Plan Area remains the same as defined in the Reuse Plan and in the 1999 Specific Plan. The one amendment to the Specific Plan Area is that the on-shore Roosevelt Terrace property, a naval base housing complex containing 300 units located on Sacramento Street, is no longer included. Roosevelt Terrace is being privately developed and will be fully integrated into the City of Vallejo fabric.

Within the Specific Plan Area, there are 13 distinctive Reuse Areas or land use zones in addition to the wetland and dredge pond areas located on the west side of Mare Island. These areas were defined during the reuse planning process as a vehicle for understanding the complex nature of Mare Island and as “a way of thinking” about its management and reuse. It also was understood that these areas would evolve over time. It is the intent of the Specific Plan to allow limited flexibility in Reuse Area densities, uses and boundaries as more precise survey and site information becomes available and in response to the realities of reuse development, as discussed in the **Land Use Section (3.1.2)**. Subsequent to adoption of the 1999 Specific Plan, it should be noted that certain Reuse Area boundaries have been modified and some Reuse Areas have been subdivided in response to more detailed design and environmental studies. Current boundaries for the Reuse Areas are illustrated in **Figure 1-3**.

**Figure 1-2: Specific Plan Area**

**Figure 1-3: Reuse Areas**

### 1.5.3 Ownership

#### (A) Public Sector:

When the federal to federal transfer process is completed, the U.S. Army Reserve will retain a portion of Reuse Area 10B as well as Building 1294 in Reuse Area 9. The Veterans Administration operates an outpatient clinic in the former nuclear medical clinic building in Reuse Area 3B and will continue to do so under a long-term sublease with the City of Vallejo, which now owns the facility. The U.S Coast Guard will retain ownership of the communication tower in Reuse Area 12. Three other public ownerships of properties within the Specific Plan Area ultimately will include the following:

- In addition to the majority of the wetlands and dredge disposal pond areas, the State of California, through the California State Lands Commission (State Lands Commission), will own Reuse Area 12, which is identified for use as a regional park, and Reuse Area 13, which is identified for use as a city park. Reuse Area 10A, which will also be owned by the State of California, contains a number of warehouse facilities and other support infrastructure. Finally, the State of California also will own most of the Mare Island Strait waterfront, including portions of the Waterfront Promenade and the Waterfront Industrial Park.
- State Lands will own a small wetlands area bounded by Reuse Areas 2B and 6.
- As part of a public benefit transfer to the Department of Education, the Vallejo Unified School District will maintain and operate the school buildings in Reuse Area 6.

#### (B) Private Sector:

The following properties have been or ultimately will be owned or leased by private entities, as follows:

- Reuse Areas 1B through 9, which the Navy conveyed to the City of Vallejo with the exception of some Federally retained areas, subsequently has been conveyed for development purposes by the City to a private sector, Master Developer. In addition, most of Reuse Area 10A, as well as the Waterfront Promenade, will be leased by the State of California to the City, which will in turn sublease it to the Master Developer. Reuse Area 1A also will be conveyed for development purposes by the City to a selected, private sector developer. Ownership of the 18 hole golf course, Reuse Area 11, has been transferred to a private owner/operator following an Economic Development Conveyance (EDC) between the Navy and the City and a subsequent agreement between the City and the

owner/operator. The agreement requires that the property continue to be used as a golf course.

These ownership patterns for Mare Island are illustrated in **Figure 1-4**.



**Figure 1-4: Ownership**

## 1.6 HISTORY OF MARE ISLAND

### 1.6.1 History Prior to Base Realignment and Closure

At the time of the first European contact in 1775, Mare Island was occupied by the Patwin, who were descendents of the Miwok-Costanoans. Native American populations may have used Mare Island for as long as 2000 years before the European conquest.<sup>3</sup> The first European settlers gave it the name "Isla Plana" or Flat Island. General Mariano Vallejo, the Mexican Commandante for Northern California, renamed the Island "Isla de la Yegua" (Mare Island) in 1835, it is reported, after his white mare fell off a raft and swam ashore. In 1852, Commander John Sloat recommended Mare Island to President Fillmore as the site for the first Pacific naval installation. It was established as such by Commander David Farragut in 1854.

The first ship built on Mare Island was launched in 1860. In all, 513 vessels, ranging from wooden sailing ships to nuclear-powered submarines, were constructed and as many as 1,227 were repaired or overhauled at the Shipyard facilities. The majority of this activity was during the five years of World War II, making the Shipyard one of the busiest in the world with a peak employment of over 41,000. In the 1950's, the Navy designated the facility as a building and overhaul yard for submarines, which remained its primary use until the base was closed.

In 1988, there were approximately 10,000 employees on Mare Island. The downsizing of the Shipyard workforce began in 1989 due to a number of factors. Defense spending was cut to reduce the national deficit, newer naval vessels required less maintenance, and the end of the Cold War reduced the need for defense facilities and operations. When Congress confirmed closure in October 1993, Shipyard employment was approximately 5,800 civilians.

The BRAC Commission in its June 1993 report to President Clinton recommended the closure of Mare Island. President Clinton approved the Commission's recommendations in July 1993, and the 103rd Congress accepted the decision. The Navy completed its scheduled work by the spring of 1995, and the Shipyard was closed on April 1, 1996.

### 1.6.2 Reuse Process

Following the decision to close the Shipyard in 1993, the City of Vallejo has been actively engaged in planning for reuse of Mare Island. The first step was to implement the conversion process known as the Mare Island Futures Project, which had two components. The Legislative Committee, comprised of federal, state and local elected

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<sup>3</sup> James Allan and William Self, "Evaluation of Prehistoric Archeological Resources, Mare Island Naval Shipyard, Vallejo, California," Prepared for Department of the Navy, Engineering Field Activity, West, April 1996b, p. 1; also see Allan and Self, "Prehistoric Archeological Context Statement and site Prediction Model, Mare Island Naval Shipyard, Vallejo, California," 1996a, for further discussion of prehistoric occupation and overview of prior archaeological studies, beginning with the 1907 Nelson study of recorded prehistoric shell midden sites.

officials, facilitated a timely and efficient conversion to civilian use. The Work Group included more than 50 representatives of labor, business, government, education, environmental organizations, and private citizens with interests in the reuse of Mare Island.

The Work Group had the responsibility for the development of the Reuse Plan and was assisted by four other interest groups, as follows:

- The first was from an Advisory Panel from the Urban Land Institute. A group of national real estate and land use professionals with experience in base closures and adaptive reuse analyzed the constraints and opportunities on Mare Island and made recommendations regarding its reuse.
- The second was a team of consultants with professional expertise in land use, infrastructure, transportation, market feasibility and fiscal analysis.
- The third were citizen-based resource groups.
- The fourth was the community, which actively participated in the reuse process through the Work Group's numerous public meetings and community forums. Finally, the Restoration Advisory Board (RAB) was established as a federally generated organization to provide the Navy with a process for informing the local community of the ongoing environmental cleanup process.

The Mare Island Specific Plan is the City's tool for implementing the Reuse Plan, which was adopted in 1994. Subsequently, Using the Specific Plan, the City has selected master developers for both Mare Island and Roosevelt Terrace and is utilizing the Specific Plan to facilitate reuse, leasing, and property transfers. ~~has facilitated reuse leasing and property transfers.~~ The entitlements that are part of the reuse process for the transfer and acquisition of Specific Plan Area properties, excluding Roosevelt Terrace, are described as follows:

**(A) Transfer of Land Ownership**

- Economic Development Conveyance Memorandum of Agreement (EDC MOA) between the Navy and the City: an agreement for transfer of property ownership from the Navy to the City
- Lease in Furtherance of Conveyance (LIFOC) between the Navy and the City: Interim lease of Navy property to the City for economic benefit prior to transfer
- Acquisition Agreement by and between the City of Vallejo and Lennar Mare Island, LLC
- State Lands Property Settlement and Exchange Agreement between the City and the California State Lands Commission to settle ownership

disputes on land being transferred from the Navy to the City and the State (referred to as the Mare Island Property Settlement and Exchange Agreement)

**(B) Planning and Development Entitlements**

- General Plan Amendment (GPA); initiated by the City, amending the City's General Plan to include Mare Island per the Reuse Plan
- Specific Plan for Mare Island; initiated by the City under the Amended General Plan
- Zoning of Mare Island to Mixed Use Planned Development (MUPD) and Resource Conservation (RC) - for zoning purposes; Initiated by the City to provide framework for subsequent entitlements and development of Mare Island
- Development Agreement; initiated between the City and the Master Developer.

**(C) Environmental Cleanup Agreements**

The EDC MOA was the initial agreement between the City and the Navy, not only for property transfer, but also for the environmental cleanup of Mare Island. As the "Early Transfer" option ~~was~~ has been selected by the City, the following are agreements and documentation related to the environmental cleanup for the 600 acre Eastern Early Transfer Parcel (EETP) under "Early Transfer (ET)."

- Environmental Services Cooperative Agreement (ESCA)
- Mare Island Remediation Agreement (MIRA) and, possibly, future ET Agreements
- Consent Agreements between the City, the Department of Toxic Substances Control (DTSC) and Lennar Mare Island, LLC
- Consent Agreement between the Environmental Protections Agency (EPA), the U.S. Navy, Lennar Mare Island, LLC and the City of Vallejo concerning PCBs on Mare Island (allows the fee simple transfer process to proceed for the Mare Island Eastern Early Transfer Parcel--EETP)
- Covenant Deferral Request from the Navy and the Governor of California's Letter of Agreement

## 1.7 RELATIONSHIP TO THE CITY OF VALLEJO GENERAL PLAN

The Reuse Plan was accepted by the Vallejo City Council in July 1994. The 1999 Specific Plan implements the vision and goals of the Reuse Plan. The 2005 ~~and 2006~~ amendments and restatements and future amendments and restatements further implements the Reuse Plan, while providing a level of analysis of physical conditions and of current economic considerations that allows it also to serve as the zoning and Planned Development Master Plan for Mare Island.

The Specific Plan is consistent with and implements those portions of the Vallejo General Plan that apply to the Specific Plan Area. The designations on the Land Use Map of the Vallejo General Plan for Mare Island, as amended on March 30, 1999, are shown in **Figure 1-5**.

In summary, the Vallejo General Plan contains the following goals and policies that are directly relevant to Mare Island:

- Urban Design Goal 1: To establish a strong city identity.

**Policy: Use a specific plan and area plans as the development guide for the reuse of Mare Island.**

- Industrial Development Goal 1: To maintain Mare Island as an economic asset – particularly in terms of industrial development – for the community.

**Policy: Use a specific plan in evaluating new industrial development on Mare Island.**

- Other Services Goal: To provide an efficient and financially sound system of urban services to protect the health, safety, and general welfare of Vallejo area residents.

**Policy: Encourage revenue-generating uses on Mare Island to mitigate the costs of improving and maintaining public facilities and services on Mare Island.**

In addition, there are other goals and policies, such as those to maximize the use of existing infrastructure and other assets, that are particularly relevant to the unique characteristics of Mare Island. Interim uses are allowed as required to respond to the closure of the Mare Island Naval Shipyard and to meet community needs for housing, employment and recreational activities. With City approval, existing interim, non-conforming uses can be allowed to remain on Mare Island until development is ready to proceed in conformance with the Mare Island Specific Plan. As documented in the City

of Vallejo Findings Related to Approval of the Mare Island Project, the 1999 Specific Plan is consistent with all relevant goals and policies of the Vallejo General Plan.

The Land Use Plan for Mare Island, as described in **Section 3.0** and illustrated by **Figure 3-1** (Land Use), is consistent with the Land Use Map of the Vallejo General Plan (**Figure 1-5**). As discussed in the **Implementation Section (8.0)**, the Specific Plan Area is zoned MUPD (Mixed Use Planned Development) and RC (Resource Conservation) in the City of Vallejo Zoning Ordinance, as illustrated in **Figure 1-6**.

The application process for all PD zoned projects is Master Plan approval and Unit Plan approval. For zoning purposes, the Specific Plan also serves as the Master Plan for Mare Island, allowing all Specific Plan development projects to be implemented through the City's Planned Development Unit Plan (Unit Plan) process, subject to the policies, standards, guidelines, and provisions of the Specific Plan. The Unit Plan describes the specific design and uses for the project, as proposed conceptually in the Master Plan, and is intended to give the City a more refined and detailed description of structures (both new buildings and rehabilitations), landscaping, design features and uses. The Unit Plan process is discussed in more detail in the **Implementation Section 8.3.1**.

**Figure 1-5: General Plan Designations for Mare Island**

**Figure 1-6: Mare Island Zoning**



## 1.8 JURISDICTIONAL RELATIONSHIPS

### 1.8.1 Federal Government

(A) United States Department of the Navy

The Navy retains ownership of certain portions of the Specific Plan Area. Therefore, pursuant to the Navy's interpretation of the National Environmental Policy Act (NEPA), the Navy, normally the federal lead agency with responsibility for environmental review and adoption of an Environmental Impact Statement (EIS), has delegated any NEPA analysis responsibility to the City of Vallejo, subject to Navy approval.

(B) United States Army Corps of Engineers (Corps)

Pursuant to Section 404 of the Clean Water Act, the Corps has jurisdiction over all wetlands and other waters of the United States on Mare Island. In the event of fill of these wetlands by any public agency or private party, a permit will be required from the Corps.

(C) United States Fish and Wildlife Service (USFWS)

The Endangered Species Act requires the USFWS to protect endangered plant and wildlife species and their habitat from disturbance. The USFWS has issued a biological opinion with a finding of "no jeopardy" for the transfer by the Navy of the Specific Plan Area to the City of Vallejo.

(D) United States Department of the Interior

The National Register is administered by the National Park Service (NPS), under the U.S. Department of the Interior. As part of a series of agreement documents prepared under Section 106 of the National Historic Preservation Act, federal jurisdiction over historic resources has, in effect, been transferred to the City of Vallejo. As discussed in the Cultural Resources section of the Plan (2.0), NPS will review and make recommendations for all buildings and other resources in the Historic District under consideration for tax-credit status.

### 1.8.2 State of California

(A) California Environmental Protection Agency and Department of Toxic Substance Control (Cal EPA and DTSC)

DTSC is the primary regulator overseeing environmental remediation on Mare Island.

(B) California State Lands Commission

In accordance with the executed Mare Island Property Settlement and Exchange Agreement between the City of Vallejo and the State Lands Commission, certain portions

of the Specific Plan Area are under the jurisdiction of the State Lands Commission following transfer of ownership from the Navy. As authorized by the State in August 2004 (SB 1481), the City of Vallejo holds, as trustee, all Public Trust Lands. -The Settlement and Exchange Agreement obligates the City of Vallejo to reserve such lands for "public trust purposes" (e. g. commerce, navigation, fisheries, recreation, etc).

(C) California Office of Historic Preservation (OHP)

OHP is responsible for the administration of federal and state historic preservation programs in California. OHP's mission includes encouraging economic revitalization through education and public awareness, fostering and maintaining relationships with local government agencies and preservation organizations, and ensuring compliance with federal and state regulations. At the local level, the role of OHP includes consultation on the Historic Resource Project Guidelines (the Project Guidelines) and review of historic resources impacts from reuse of Mare Island in accordance with CEQA. As director of the OHP, the California State Historic Preservation Officer (SHPO) may provide guidance to staff in review of Project Guidelines and CEQA compliance. California's SHPO, who is appointed by the governor, also has certain responsibilities under federal law. Consultation with the Department of the Interior and the SHPO for Mare Island, as required under Section 106 agreement documents, is substantially complete.

(D) California State Department of Transportation (Caltrans)

Consultation with and approval from Caltrans will be required for any reconfiguration of the State Route 37 interchange.

(E) San Francisco Bay Conservation and Development Commission (BCDC)

Pursuant to the McAteer Petris Act, BCDC has jurisdiction over all development within 100 feet of the high water line of San Francisco Bay. A permit will be required from BCDC for development of the Waterfront Promenade and other areas within the 100-foot high water line band, including along the Mare Island Strait.

(F) San Francisco Regional Water Quality Control Board (RWQCB)

Under Section 401 of the Clean Water Act, the RWQCB has authority to certify that any actions taken pursuant to Section 404 of the Clean Water Act do not violate state water quality standards. The RWQCB also has the authority to issue a construction permit for storm water discharge as well as a permanent discharge permit.

### 1.8.3 City of Vallejo

(A) Development Agreement

In March 2001, the City entered into a development agreement with Lennar Mare Island, LLC for the development of Reuse Areas 1B-10A. At a future time, the City of Vallejo

may also negotiate a development agreement with a private developer for the development of Reuse Area 1A, the North Island Industrial Park.

**(B) City Staff**

Reviews and acts on all Mare Island projects in accordance with the Development Agreement, the Specific Plan and Subsequent EIR. As directed, staff may approve certain types of projects or refer them for further review and action by the Architectural Heritage and Landmarks Commission or Planning Commission.

**(C) Architectural Heritage and Landmarks Commission (AHLC)**

The AHLC reviews and acts on ~~provides recommendations for the review of selected~~ projects requiring a certificate of appropriateness (COA) under the Vallejo Municipal Code (VMC) 16.38. ~~Part II (Landmarks Ordinance).~~

**(D) Planning Commission**

Reviews and acts on discretionary permits such as tentative maps and unit plans ~~applications as per the General Plan A and Specific Plan.~~

**(E) City Council**

Reviews and acts on matters referred by the PC or to be heard on appeal.

## 2.0 CULTURAL RESOURCES

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### 2.1 INTRODUCTION

As the oldest shipyard and naval facility on the West Coast of the United States, Mare Island has been recognized for its historic significance by the federal, state and local governments. At the federal level, portions of the Mare Island Naval Shipyard were designated a National Historic Landmark (NHL) in 1975. Four years later, in 1979, the larger Naval Base was listed as a California State Historical Landmark (CSHL) as the "First U.S. Naval Station in the Pacific." In 1997, the Naval Base was again honored for its historic significance by listing of the Mare Island Historic District (NRHD) on the National Register of Historic Places. Finally, in 1999, the City of Vallejo designated the Mare Island National Register Historic District as a local historic district containing 42 individual City Landmarks. These districts are collectively referred to as the Mare Island Historic District (Historic District).

As should be apparent from Section 1.0 of the Specific Plan, the City of Vallejo recognizes Mare Island's historic character as an irreplaceable asset in the reuse planning process. Economic development and historic preservation are inextricably intertwined in the vision for creating a dynamic future for Mare Island. Preservation of Mare Island's cultural resources is therefore an essential element of the Reuse Plan, which also supports and facilitates the achievement of the City's economic development goals.

This Section of the Specific Plan recognizes the central role which cultural preservation will play in the reuse of Mare Island. The first sub-sections describe the importance of the historic resources, and outline the considerations applicable to proposals for the conservation, reuse and new development within the Historic District, which will be implemented through the Historic Project Guidelines (**Appendix B.1**), and other implementing tools. The second sub-sections address protection of Mare Island's archaeological resource, which will be implemented through the Archaeological Treatment Plan (**Appendix B.2**)

### 2.2 SIGNIFICANCE OF HISTORIC RESOURCES

The ~~Mare Island~~ Historic District encompasses approximately 65 percent of the Mare Island Naval Shipyard and includes approximately 661 buildings, ~~and~~ structures, ~~and~~ sites 502, 502 of which are identified as ~~Contributing~~ contributing Resourcesresources, including 12 historic landscape areas, and one archeological site; comprised of 27 discrete features. Of the 502 buildings and structures that are ~~Contributing Resources~~, 396 are located within the area slated for reuse by the master developer under this Specific Plan. ~~As described in the National Register of Historic Places Registration Form (Registration Form) for the Mare Island Historic District:~~

~~"The Mare Island Historic District includes a rich collection of buildings, structures, and sites that represent nearly a century of~~

naval activities at this, the oldest shipyard and naval facility on the West Coast of the United States. The core of Mare Island has always been the shipyard, the *raison d'être* of the facility, and it is within the shipyard that the most precious and impressive aspects of the district may be seen—the oldest buildings on the base and some of the oldest shipyard buildings anywhere in the United States, as well as the huge shop buildings from the 20th century, some of which are larger than 300,000 square feet. The naval base, however, has always been more than shipyard, and the historic district is dotted with buildings, structures, and sites that reflect the presence of a naval community, as comparable to a municipality as to a military base.”<sup>4</sup>

According to the Registration Form, there is no “simple thematic unity” to the properties at Mare Island. In fact, “[t]he dominant characteristic of the historic district is its diversity,” both because of its 91-year period of significance and its multiple military functions. The conservation and development standards for reuse of Mare Island established under this Specific Plan have been developed to respond to and promote the diversity of the District.

## 2.3 HISTORIC DESIGNATIONS AND LISTINGS

Preservation planning on Mare Island starts with the existing designations, each of which recognizes and establishes the significance of the Historic District. Following is a summary of the designations and listings that have been made for Mare Island cultural resources at the federal, state and local levels. Mare Island historic resource boundaries are illustrated on **Figure 2-1 (Historic Area Boundaries)**. This figure also illustrates how the Historic District boundaries relate to the Reuse Area boundaries which serve as basic planning units for all other aspects of the specific Plan. **Figure 2-2 (Historic Resources)** focuses on the types of resources that comprise the Historic District designated in 1997. The following text also describes some of the development opportunities and constraints resulting from this designation of historic resources.

### 2.3.1 Federal Designations and Programs

National Historic Landmark - National Historic Landmark designation is made by the Secretary of the Interior (Secretary) and is reserved for significant historic places that “possess exceptional value or quality in illustrating and interpreting the heritage of the United States.”<sup>5</sup> This is the highest level of federal recognition available for historic resources.

<sup>4</sup> From the: National Register of Historic Places Registration Form for the Mare Island Historic District, Vallejo, California. Engineering Field Activity, West Naval Facilities Engineering Command, San Bruno, California. January, 1996. Section Number 7, Pages 1 and 2.

<sup>5</sup> <http://www.cr.nps.gov/nr/about.htm>

A portion of the "Mare Island Naval Shipyard," was designated a National Historic Landmark (NHL) on May 15, 1975. This listing, which is divided into four geographically distinct areas or groupings, covers 50 buildings and structures, 42 of which are still extant. At the time that the NHL was designated, it was felt that "It was neither desirable nor possible to include all surviving historic edifices in a single district." The NHL is comprised of four areas which are characterized as follows.

Area A: The Historic Core, which contains some of the most significant structures on Mare Island, including the oldest shops, some of the oldest residences, the post chapel, the first drydock constructed on the West Coast, and the main administration building. The boundary was drawn to exclude as many modern structures as possible, but still includes more than two-dozen.

Area B: The U.S. Naval Weapons Annex, which is located at the south end of the Island. It contains munitions storage facilities and the original base cemetery.

Area C: The Hospital Complex, an elongated area containing three 19th Century buildings separated from the other historic shipyard structures. The three buildings are not physically contiguous, but were felt to have a visual connection along Azuar Drive (formerly Cedar Avenue).

Area D: Relocated Officers' quarters, which were moved to a small tract separated from the other historic areas in approximately 1953. The four quarters were originally sited on the north side of the Sanger Plan parade ground in 1888.

**Figure 2-1: Historic Area Boundaries**

**Figure 2-2: Historic Resources**



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**Area A:**—The Historic Core, which contains some of the most significant structures on Mare Island, including the oldest shops, some of the oldest residences, the post chapel, the first drydock constructed on the West Coast, and the main administration building. The boundary was drawn to exclude as many modern structures as possible, but still includes more than two dozen.

**Area B:**—The U.S. Naval Weapons Annex, which is located at the south end of the Island. It contains munitions storage facilities and the original base cemetery.

**Area C:**—The Hospital Complex, an elongated area containing three 19th Century buildings separated from the other historic shipyard structures. The three buildings are not physically contiguous, but were felt to have a visual connection along Cedar Avenue/Azuar Drive (formerly Cedar Avenue).

**Area D:**—Relocated Officers’ quarters, which were moved to a small tract separated from the other historic areas in approximately 1953. The four quarters were originally sited on the north side of the Sanger Plan parade ground in 1888.

The four, non-contiguous NHL areas have a combined size of approximately 150 acres and, with one exception (a portion of Area D), are within the boundary of the Historic District that was established 22 years later, as discussed below. The entire National Historic Landmark District is located within the Historic District boundaries and -Specific Plan Area.

**National Register of Historic Places Historic District**—The National Register of Historic Places (National Register) is the nation's official list of cultural resources identified as worthy of preservation. Authorized under the National Historic Preservation Act of 1966, as amended (the “National Historic Preservation Act”), the National Register is part of a nation-wide program to coordinate and support public and private

<sup>6</sup> <http://www.cr.nps.gov/nr/about.htm>

efforts to identify, evaluate and protect the country's historic and archaeological resources. Listed properties include districts, sites, buildings, structures and objects that are significant in American history, architecture, archaeology, engineering and culture. The National Register is administered by the National Park Service (NPS) of the U.S. Department of the Interior and includes all designated historic areas in the National Park System as well as those designated properties that are determined to be significant to the nation, a state or a community<sup>7</sup>.

The "Mare Island Historic District," was listed in the National Register on January 21, 1997. As nominated by the U.S. Navy, the Historic District contains 502 buildings, structures and landscapes (50 of which were within the boundaries of the National Historic Landmark) and one archaeological site comprised of 27 separate features. The buildings, structures and landscapes within the District are not individually listed on the National Register, but are identified as "contributing resources" on the Registration Form. The area covered by the master development plan (Reuse Areas 1B-10A) of the Specific Plan Area contains 396 of the "contributing resources."

For the purposes of evaluating significance, the National Register Registration Form divided the Historic District into five historic periods and seven areas, corresponding to the discrete functions or missions of the Naval Base. The boundaries of the Historic District were drawn to include virtually all resources associated with the identified areas and built within the identified period of significance. While the Registration Form listed all pre-1945 buildings in their original condition as "contributing resources, it also contains extensive discussion of the setting and property types within the District, as well as descriptions of buildings with individual historic or architectural significance.

The National Register Nomination was based on a detailed survey of the Naval Base. As described in the Registration Form (Registration Form) for the Mare Island Historic District:

"The Mare Island Historic District includes a rich collection of buildings, structures, and sites that represent nearly a century of naval activities at this, the oldest shipyard and naval facility on the West Coast of the United States. The core of Mare Island has always been the shipyard, the *raison d'être* of the facility, and it is within the shipyard that the most precious and impressive aspects of the district may be seen – the oldest buildings on the base and some of the oldest shipyard buildings anywhere in the United States, as well as the huge shop buildings from the 20th century, some of which are larger than 300,000 square feet. The naval base, however, has always been more than shipyard, and the historic district is dotted with buildings, structures, and sites that

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<sup>7</sup> From material on the National Register of Historic Places website: <http://www.cr.nps.gov/nr/about.htm>.

reflect the presence of a naval community, as comparable to a municipality as to a military base.”<sup>8</sup>

According to the Registration Form, there is no “simple thematic unity” to the properties at Mare Island. In fact, “[t]he dominant characteristic of the historic district is its diversity,” both because of its 91-year period of significance and its multiple military functions. The conservation and development standards for reuse of Mare Island established under this Specific Plan have been developed to respond to and promote the diversity of the District.

### 2.3.2 State Designations and Programs

**California State Historical Landmark** – State Historical Landmarks are sites, buildings, features or events that are of statewide significance, including for their anthropological, cultural, military, political, architectural, economic or technical, religious, and experimental value.

The entire area within the Mare Island National Register Historic District was listed as California State Historical Landmark No. 751 in 1979 due to its status as the “First U.S. Naval Station in the Pacific.” To date, there are 1,100 State Historical Landmark designated properties. The State Historical Landmark designation is limited to the District and does not list any individual properties.

**California Register of Historical Resources** -- The California Register of Historical Resources (California Register) is the state version of the National Register program and provides an authoritative guide for state and local agencies to use in identifying historical resources for protection, “to the extent prudent and feasible, from substantial adverse change.”<sup>9</sup> For the most part, the California Register parallels the National Register in the criteria it provides for listing and protection. Pursuant to enabling legislation enacted in 1992 (AB 2881), the California Register automatically includes “California properties formally determined eligible for or listed in the National Register of Historic Places,”<sup>10</sup> as well as all local listings and all California State Historical Landmarks, beginning with listing No. 770.

The California Register listing for Mare Island essentially mirrors the National Register Historic District listing and includes 502 buildings, structures and landscapes (50 of which were within the National Historic Landmark District) and one archaeological site with 27 separate features. Technically, the California Register includes the National Register and City listings, but does not include the State Historical Landmark

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<sup>8</sup> From the: National Register of Historic Places Registration Form for the Mare Island Historic District, Vallejo, California. Engineering Field Activity, West Naval Facilities Engineering Command, San Bruno, California. January, 1996. Section Number 7, Pages 1 and 2.

<sup>9</sup> California Public Resources Code, section 5024.1. Also see the California Register web page:

<http://ohp.parks.ca.gov/landmarks/index/htm>.

<sup>10</sup> California Public Resources Code, section 5024.1(d).

designation, described above, which was made prior to State enabling legislation. However, since the State Historical Landmark designation includes the entire National Register Historic District, this omission has no effect. Although the buildings and structures which make up the Historic District are discussed in the California Register listing, they are not considered to be individually listed.

### **2.3.3 Local Programs Local Designations**

**City of Vallejo Historic District and City Landmark Designation** — In 1999, the City of Vallejo Preservation Ordinance of the Vallejo Municipal Code (Chapter 16.38) was amended to include the Mare Island Amendment. The “Mare Island Historic District,” which is coterminous with the National Register Historic District, was then designated as a local historic district, through the Mare Island Amendment to the City Preservation Ordinance (Mare Island Amendment) in 1999. The City Historic District includes all structures listed as “contributing resources” to the National Register Historic District, as well the one “contributing resource” consisting of 27 separate archaeological features.

For local regulatory purposes, all of the structures identified as “contributing resources” in the National Register Registration Form are also defined as ~~C~~contributing Resources under the Mare Island Amendment, although there is no corresponding designation under the general City Ordinance. In addition, each of the 42 surviving structures of the original 50 within the boundaries of the National Historic Landmark District is also designated as a City Landmark.

~~**Mare Island Amendment of Chapter 16.36, Architectural and Historic Preservation Code of the Vallejo Municipal Code**~~ — Chapter 16.38 of the Vallejo Municipal Code This section of the City’s Municipal Code required preparation of the Historic Resources Project Guidelines for Mare Island. These “project guidelines” were to specify that a Certificates of Appropriateness (COA) is required for construction of new structures or alterations to contributing resources or Landmarks; and the process for obtaining a COA or demolition permit. The Mare Island Amendment also allowed for the use of conservation easements and the incentives available under the Mills Act.

~~In 2007, Chapter 16.38 of the Vallejo Municipal was amended to reflect the completion and adoption of the Mare Island Historic Project Guidelines, which are contained in Appendix B.1 as part of this Specific Plan. These “project guidelines” specify when Certificates of Appropriateness are required for construction of new structures or alterations to Contributing Resources or Landmarks; and specifies the process for obtaining a Certificate of Appropriateness or demolition permit. The Mare Island Amendment, also allows for the use of conservation easements and the incentives available under the Mills Act.~~

### 2.3.4 Preservation Incentives

Due to its status as a designated historic district under federal, state and local law, the Mare Island Historic District is eligible for a number of economic incentive programs. Each of these programs has the added public benefit of requiring all exterior and, in some cases, interior alterations to comply with the stringent *Secretary of the Interior's Standards for the Treatment of Historic Properties*.<sup>11</sup> (*Secretary's Standards*). The Mare Island developer may use a combination of preservation incentives in rehabilitating historic structures.

**Federal Preservation Tax Incentive Program** — The federal Historic Preservation Tax Incentives Program is available for buildings that are National Historic Landmarks, that are separately listed in the National Register, or that contribute to National Register historic districts and certain local historic districts or are eligible for the National Register. Properties must be income-producing and must be rehabilitated according to the *Secretary's Standards*. One of the key incentives is a 20% income tax credit for the substantial rehabilitation of certified historic buildings for commercial, industrial, and rental residential purposes permitted under the Tax Reform Act of 1986.

**California State Historical Building Code (SHBC)** — The SHBC provides alternative building regulations for the rehabilitation, preservation, restoration, or relocation of buildings/structures designated as historic buildings or properties. The SHBC applies to all qualified historic structures, districts and sites, and allows for alternative site development design regarding open space, landscaping, pedestrian and vehicular access, sidewalks, driveways, parking spaces, service delivery access, grading, erosion control, and public utilities.

- To qualify, designation must be under federal, state, or local authority. The intent of the SHBC is to protect California's architectural heritage by recognizing the unique construction problems inherent in historic buildings and offering an alternative code to deal with these problems. The SHBC is contained in Part 8, Title 24 of the California Code of Regulations.

**Conservation Easements** — Section 815 et. seq. of the California Civil Code provides for landowners to convey "conservation easements" to qualified non-profit organizations. In exchange for the conveyance, the landowner receives a tax benefit in the form of a charitable contribution deduction and an adjustment in the value of the property for

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<sup>11</sup> Kay D. Weeks and Anne E. Grimmer, *The Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings or the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings*, (Washington, D.C.; U.S. Department of the Interior), 1995, 1.

income tax purposes is adjusted to account for the effect of the easement. The easement creates a restriction on the use of the property that is binding upon successive owners of the property. The purpose of a conservation easement is to ensure that land is retained predominately in its natural, scenic, historical, agricultural, forested or open space condition. A conservation easement may be held by qualified tax exempt non-profit organizations whose primary purpose is the preservation, protection or enhancement of the resource in question, as well as the state or any city, county, district, or other state or local government entity. In the case of an historic resource, an easement can be created which protects the historic elements of a resource, while enabling continued use of the property.

**State Mills Act** — Under the Mills Act, property owners of historic buildings may qualify for potential property tax relief if they pledge to rehabilitate and maintain the historical and architectural character of their properties for at least a ten-year period.<sup>12</sup> Owner-occupied single-family residences and income producing commercial properties may qualify for the Mills Act program. A formal agreement, generally known as a Mills Act contract or as an historic property contract, is executed between the local government and the property owner for a minimum ten-year term. Contracts are automatically renewed each year and are transferred to new owners when the property is sold. Property owners agree to protect, preserve, and maintain the property in accordance with specific historic preservation standards and conditions identified in the contract. The City of Vallejo is a participant in the Mills Act.

## 2.4 PRESERVATION GOALS AND POLICIES

The Specific Plan provides for the protection of the historic character of the former Naval Shipyard while allowing appropriate redevelopment. Change and adaptive reuse were the primary characteristics of the Shipyard during the Navy's occupancy and the Specific Plan anticipates that this process will continue into the future. The Specific Plan contemplates that Mare Island's function as an exemplar of industrial development from every decade since the 1850s will continue through implementation of the Reuse Plan and that Mare Island will continue to be characterized by a diversity of uses, architectural styles and eras into the future.

The Specific Plan has been designed with recognition of the special challenges associated with preserving industrial/military buildings, some of which are easily adapted to new requirements, and some of which are not. The challenges of adaptive civilian reuse are exacerbated by the prior "city within a city" role of the Naval Base as a home for officers and enlisted men, and the worksite of up to 41,053 military-sector workers, resulting in development, transportation and retail patterns which do not translate easily to civilian use.

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<sup>12</sup> See Section 439 et. seq. of the Revenue and Taxation Code (Historic Property Restriction).

For planning purposes, it is also important that all of the designations have focused on the significance of Mare Island as a district of national, state and local importance. While 42 buildings have been recognized as landmarks by the City, the real importance of Mare Island is as a district representing nearly 150 years of United States military history, and City of Vallejo economic and social history. Equally important, the district designation does not focus on any particular decade or era, but on the construction, use and adaptive reuse of buildings from every time period within its ~~91-year~~ period of significance.

#### **2.4.1 General Plan Goals**

As described above, the City of Vallejo General Plan contains a variety of goals and policies relevant to reuse and development of Mare Island. In addition to the economic development goals, the General Plan establishes an *Historic Preservation Goal* of preserving and improving historically and architecturally significant structures and neighborhoods.

The City General Plan, therefore, recognizes that there is no inconsistency between the dual goals of economic development and historic preservation and, in fact, that they are mutually supportive.

#### **2.4.2 Reuse Program Policies**

~~The Mare Island Amendment, codified in Section 16.38.030 of the Municipal Code,~~ Historic Project Guidelines establish more specific goals and policies for incorporating historic preservation into implementation of the Reuse Plan, as reflected in this Specific Plan.

- A. Implement the goals and policies of the Vallejo General Plan as they pertain to Mare Island and the goals, standards and procedures of the Mare Island Specific Plan;
- B. Recognize the significance of Mare Island's role in the history of Vallejo, California and the United States through, among other implementation measures, an interpretive program (*see Section 8.3.3*);
- C. Incorporate contributing resources on Mare Island into the City's regulations and procedures so that these resources will be preserved and protected, and thereby continue to contribute to the city's cultural and aesthetic heritage;
- D. Encourage the adaptive reuse of contributing resources which is critical to meeting the needs of the community, including economic development, job creation, and additional cultural, educational and recreational opportunities;



- E. Enhance property values and increase economic benefits to the community through the exploration and implementation of creative incentives for preservation;
- F. Protect and enhance Mare Island's attraction to tourism and thereby economic development; and
- G. Integrate preservation of contributing resources into public and private development.

### 2.4.3 Additional Specific Plan Policies

In addition to the above goals and policies, the Specific Plan is intended to implement the following preservation policies applicable to the Mare Island Historic District:

- i Significant adverse impacts to the Historic District and to individual Landmarks shall be avoided. Any alteration, relocation or demolition of existing individual structures shall be conducted in a manner that does not significantly impact the Historic District or a Landmark structure. Any new construction shall be conducted in a manner that does not significantly impact the Historic District or a designated Landmark.
- ii New construction shall be consistent with the requirements of the Specific Plan, including **Section 4.0 (Urban Design)** and the ~~Historic Guidelines~~Historic Project Guidelines (Appendix B.1), as well as the Design Guidelines for the Mare Island Historic District (**Appendix B.4**). The vision is that Mare Island will function as an exemplar of industrial development and will continue to be characterized by a diversity of uses and architectural styles and of eras both past and future.
- iii In making decisions that affect the character of the Historic District or a National Historic Landmark, the City shall follow the criteria and priorities set forth in the ~~Historic Guidelines~~Historic Project Guidelines.
- iv The City will provide incentives to encourage removal of buildings or structures which were constructed outside the period of significance and which adversely affect the historic character of the District (*i.e.* intrusions).

## 2.5 ~~ROLE OF THE HISTORIC GUIDELINES~~HISTORIC PROJECT GUIDELINES IN REUSE PLANNING

The City of Vallejo recognizes that many of the buildings within Mare Island are crucial to maintaining the significance of the Historic District, as well as being individually important. While the Historic District is both multi-faceted and resilient, certain changes



cannot be allowed if the unique quality of the Historic District is to be preserved. As required by the former Mare Island Amendment, a primary role of the ~~Historic Guidelines~~Historic Project Guidelines is to identify these areas and structures of high historic sensitivity or value, so that they can be given the necessary protections.

At the same time, the City also recognizes that not every structure within the Historic District can or should be preserved *in situ*. Some do not contribute to the historic character of the District; some have obsolete floor plans; some are in poor condition; and some interfere with the functionality of other structures. The ~~Historic Guidelines~~Historic Project Guidelines (Appendix B.1) are designed to assist the City in making planning decisions about structures and landscapes within the Historic District; that will protect the National Register status of the Historic District.

The ~~Historic Guidelines~~Historic Project Guidelines are necessary because existing designations and regulations do not provide sufficient specific criteria or standards to guide City in making basic reuse decisions within the Historic District. For instance, the National Register listing designates virtually all pre-1945 structures as “contributing resources” without regard to quality, relative significance or presence of duplicate structures. ~~The Mare Island Amendment, while detailed in some respects, does not contain any demolition criteria.~~ To make planning decisions, it is necessary for the City to establish both priorities and policies for preservation within the Historic District and to establish a framework for evaluating the impacts of proposed changes on the Historic District.

Under the Mare Island Amendment, the ~~Historic Guidelines~~Historic Project Guidelines, contained in **Appendix B.1**, are intended to guide all development planning for the City of Vallejo Mare Island Historic District. The Guidelines are required to provide specific and detailed standards for each contributing resource by providing recommended and not recommended actions in terms of alteration, new construction, demolition and relocation based on the *Secretary’s Standards*. The Guidelines are required to include the existing designation status for each resource, including identification of those resources designated as City Landmarks. For a catalogue of descriptions and classifications, see Appendix B.3.

### **2.5.1 Preservation Considerations and Priorities**

For planning purposes, therefore, the City has developed a set of considerations or characteristics for evaluating development proposals within the Historic District. As explained in the National Register Registration Form, the resources can only be understood in the context in which they were built. Impacts therefore must also be reviewed in context. This approach is consistent with the *Secretary’s Standards*, which require consideration of “setting” in determining compatibility, and the Federal Tax Program Regulations, which require consideration of impacts to the “project site.”

As identified by the City, these considerations include the following: (1) district ~~characteristics~~environment; (2) sub-area sensitivity and character; (3) individual historic

significance; (4) property type; and (5) period of significance and eras. Every development proposal will be located on a continuum for each of these considerations from “most impactful” to “least impactful.” Depending on the location of the development proposal and the nature of the affected properties, one or more of these considerations will be significant to the decision-making.

#### 2.5.2(A) District Characteristics Environment

According to the National Register Registration Form, there was no “simple thematic unity” to the Mare Island Historic District. Instead, the Historic District consists of five eras and seven subareas, each representing a different function within the Naval Base. The individual buildings within the subareas were not necessarily functionally related, though the subareas each served a different military mission within the Naval Base.

While the National Register Historic District was divided into seven subareas for analytic purposes, its boundaries were drawn to include as many pre-1945 buildings as possible. In contrast, the Mare Island National Historic Landmark was divided into four discrete groupings, each corresponding to a different function: the hospital district; the shipyard, the naval weapons annex and the historic core

For planning purposes, it is also important to remember that the Mare Island Historic District is a “snapshot” of the Naval Base as it existed at its 1975, 1997 and 1999 listings, not as it existed at any single point during its 91-year period of significance. In fact, the Mare Island “historic environment” was characterized by constant change, reuse, and replacement of resources. Many of the buildings were built as temporary structures, intended to be relocated as military needs changed.

For the purposes of the Registration Form, “integrity” was defined as of 1945, but the individual structures may have been modified many times between their construction and the end of World War II. Other buildings which remained in their pre-1945 locations were nonetheless altered significantly before completion of the National Register survey. Still other post-1945 buildings are intrusions into character of the Historic District, even though they may be highly functional.

#### (B) Sub-Area Sensitivity and Character

The following characteristics or development patterns are important in defining the “historic environment” of the Mare Island Historic District:

- The basic relationships among cContributing Resources were *ad hoc* and functional, reflecting the operational needs of the military at both the conclusion of World War II and in 1996 when the Shipyard closed. Historic structures which did not continue to meet military needs during the Cold War were altered, moved or demolished between 1945 and 1996, leaving only those pre-1945 structures which remained useful to the military.

- The Historic District also contains a number of repetitive resources, either in groupings or as individual outbuildings to larger, more significant structures. ~~Repetitive resources generally lack individual significance, though they may help convey important aspects of Mare Island's history.~~
- The Historic District is strongly characterized by a mix of periods, materials and architectural styles. Due to the unusually long period of significance, and the temporary nature of many of the buildings, the District is not visually cohesive in the manner of historic areas constructed over a shorter period of time or pursuant to a single plan.
- The Historic District is also strongly characterized by a mix of uses, including clearly identifiable industrial, administrative (*i.e.* office) and residential uses. Often, these original uses can be easily distinguished by their architecture.
- The Historic District as a whole is strongly characterized by a mix of eras, although the mix varies depending on the development patterns within the various planning sub-Areas. Area 4, for instance contains buildings from all 5 eras, including 32 from 1898-1918, 19 from 1919-1948 and 27 from 1939-1945. In contrast, sub-Areas 2A, 2B, 3A, and 10B do not contain any buildings constructed before 1919.
- Residential uses are often located in close visual proximity to non-residential uses, including industrial buildings. Although residential areas are clearly identifiable, separation of uses is much weaker than in typical civilian developments.
- Setbacks for industrial and administrative buildings largely appear to be random, while many buildings are not oriented toward the street, all of which contributes to the *ad hoc*, unplanned character of the District.
- Differences between uses are often highlighted by landscaping. For instance, industrial areas have limited landscaping while residential areas are characterized by mature trees and grass.
- Outside of the Historic Core, industrial buildings are often widely spaced with paved areas between the structures.
- Structures along the waterfront are often strongly oriented toward the water, underscoring their Shipyard function, with a strong visual present from the mainland.
- In Reuse Areas 3B and 4, major building clusters and siting patterns form a streetwall that is essential to the establishment of historic character.
- The Historic District boundaries or edges are not strongly defined, and the casual visitor may not be conscious of entering an historic environment.

A comprehensive description of the characteristics and development patterns that define the “setting” is an important part of the Design Guidelines for the Historic District for use by property owners, architects, landscape architects and City staff (**Appendix B.4**).

### **2.5.3(C)** Individual Resource Significance

In addition to identifying ~~d~~District characteristics, the City has distinguished among the contributing resources in the ~~Historic Project Guidelines~~Mare Island Ordinance based on their individual historic significance. Contributing resources are categorized as one of the following: ~~While individual significance is only one consideration in evaluating a development proposal, it is useful information which will assist the City in reviewing reuse, demolition and redevelopment proposals.~~

**City Landmarks (Highly Significant)** — this group consists of structures, ~~or~~ buildings, or sites which have been determined by the City to be of outstanding historical or architectural significance. This group includes all 42 extant structures within the four National Historic Landmark groupings. If, in the future, additional City Landmarks were designated within the Historic District, they would be included in this group.

**Notable Resources (Individually Significant)** — this group consists of structures, buildings or sites identified as contributing resources in the National Register Registration Form which are not listed as City Landmarks, but which are of noteworthy historical or architectural significance. ~~All of the structures within this group are noted as having historical or architectural significance in the National Register Registration Form, which includes individual descriptions of these resources.~~

~~Notable Resources must contribute to the historic significance of the District by location, design, setting, materials, workmanship, feeling and association. They must add to the District’s sense of time and place and historical development. They cannot have been so altered or have so deteriorated that the overall integrity of the building has been irretrievably lost. Generally they must be 50 years or older.<sup>13</sup> A resource which lacks individual significance, but which is part of a grouping of resources that communicates a sense of time, place and historical development may be included within this group.~~

~~Notable Resources may be eligible for individual listing on the National and California Registers. They may also meet the criteria for a certification of significance as a Certified Historic Structure under the Federal Tax Credit Program.~~

**Component Resources (Not Individually Significant)** — this group consists of structures, buildings or sites identified as contributing resources in the Registration Form which are not listed as City Landmarks and lack individual historical, engineering, or architectural significance, do not individually add to the District’s sense of time and place and historical development, are repetitive property types or small secondary structures, or

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<sup>13</sup> This is consistent with 36 CFR § 67.4 and § 67.5 requirements for certifications of historic significance.

lack overall integrity due to alteration or deterioration of location, design, setting, materials, workmanship, feeling or association.<sup>14</sup> Resources in this group may possess lower levels of integrity than Landmarks or Notable Resources.

Component Resources are generally not eligible for individual listing on the National and California Registers. They would be expected to receive a Determination of Nonsignificance under the Federal Tax Credit Program, 36 C.F.R. Section 67.4(a).

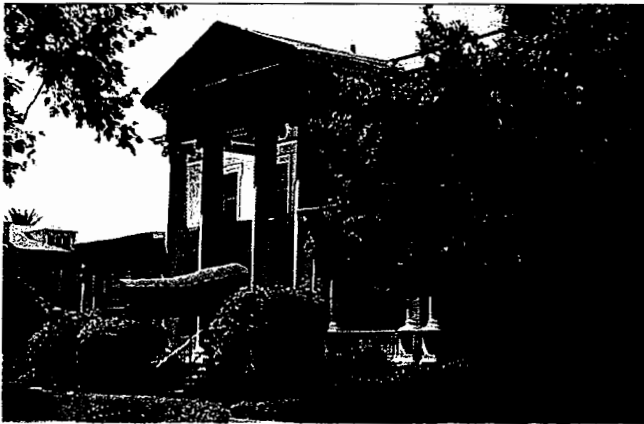
A resource which is individually described in the National Register Registration Form, and thus generally considered individually significant, may lose its individual significance if it lacks overall integrity due to alteration or deterioration of location, design, setting, materials, workmanship, feeling or association; if it is an example of a repetitive property type; if it is a small secondary structure; if it has become isolated and no longer contributes to a sense of time and place and historical development; or if it clearly lacks individual historical, engineering or architectural significance.

A more detailed description of the above classifications is provided in the Historic Project Guidelines (Appendix B.1), and descriptions and photographs of the individual resources are provided in the Historic Resources Catalogue, (Appendix B.3).

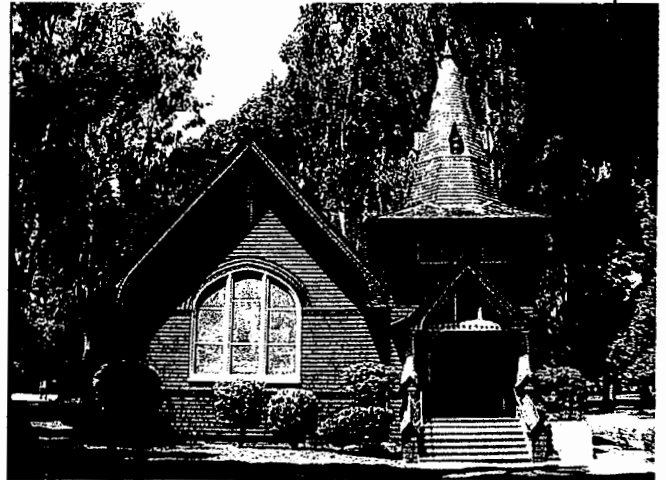
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<sup>14</sup> This is consistent with 36 CFR § 67.4 and § 67.5(a)(2) definitions of a building that does not contribute to the historic significance of a district and 36 CFR § 67.5(b)(5)'s definition of the types of buildings in a functional grouping which may be demolished with the proper showing.

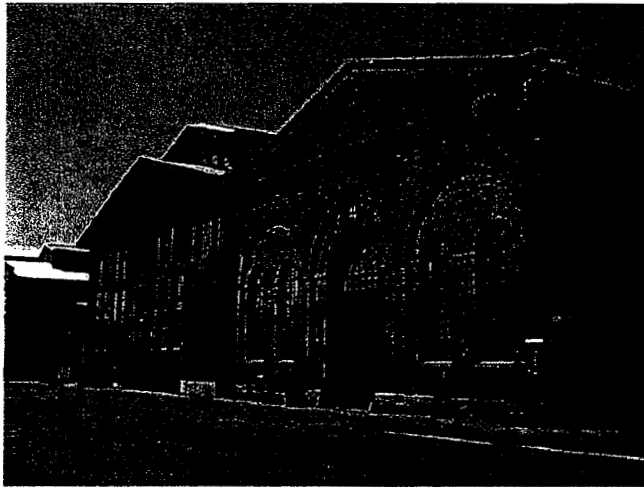
# Plate 1: Examples of City Landmarks



**Building A (Officer's Quarters, 1900)**



**Building 0104 (St. Peter's Chapel, 1901)**

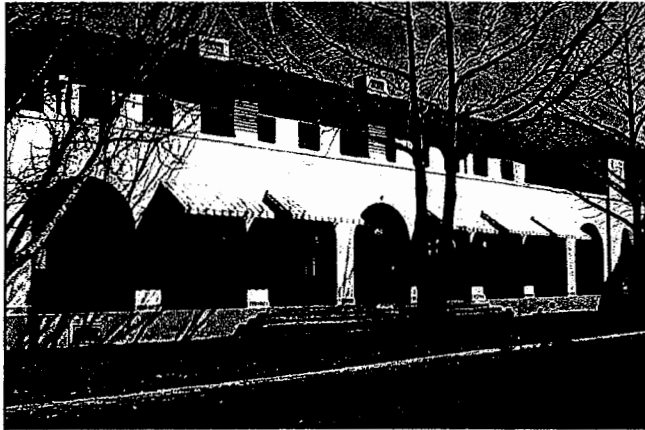


**Building 0046 (Smithery, 1856)**

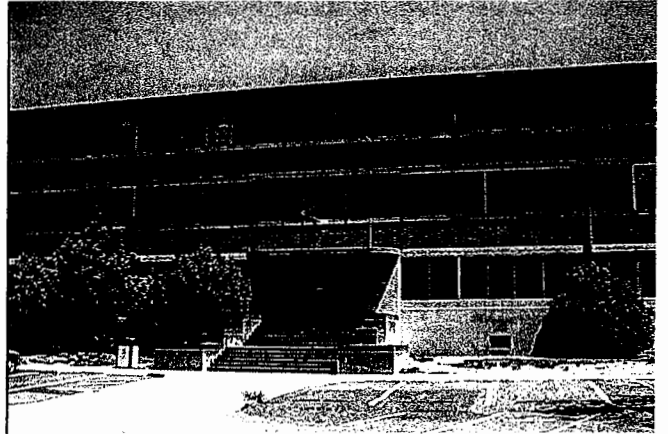


**Dry Dock #1 (1891)**

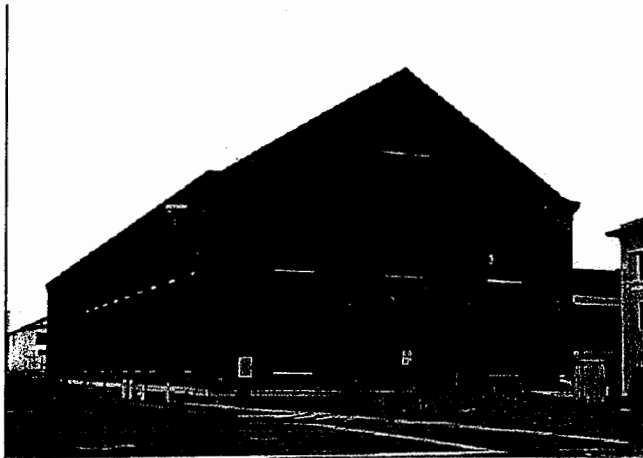
## Plate 2: Examples of Notable Resources



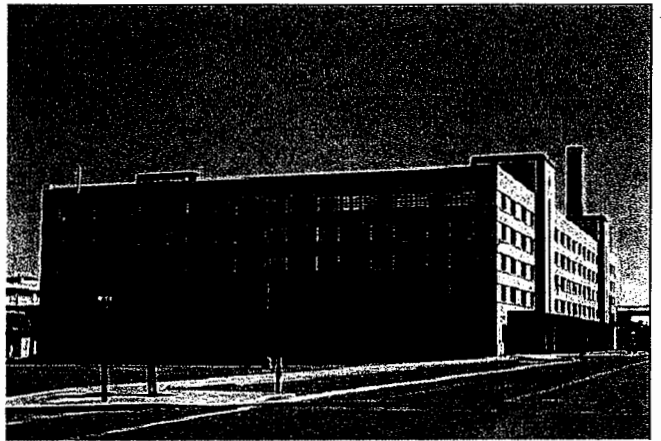
**Building 0459 (Submarine Repair Base Barracks, 1931)**



**Building 0521 (Administrative Offices, 1941)**

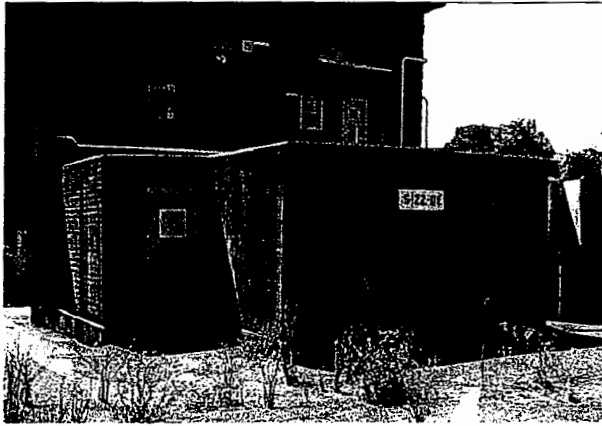


**Building 0077 (Ordinance Storage, 1870)**



**Building 0483 (Storage, 1940)**

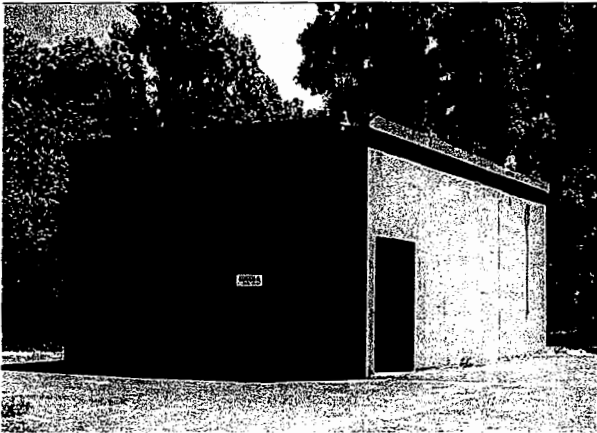
## Plate 3: Examples of Component Resources



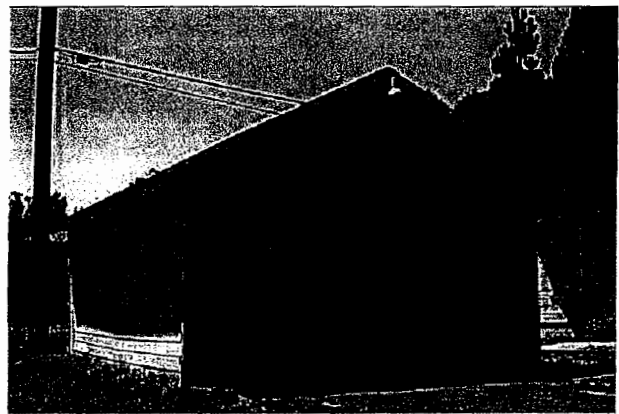
**Building S22-01 (Bomb Shelter, 1942)**



**Building 0376A (Enlisted Quarters, 1941)**



**Building 0671 (Electrical substation, 1942)**



**Building 0116 (Garage, 1938)**



The following table provides a summary, by Reuse Area and classification, of the Contributing Resources within the portion of the Historic District that is covered by the Development Agreement with the Master Developer. Approximately 110 Contributing Resources are in Reuse Areas not under the control of the City and are not classified as part of the Specific Plan. More detailed information about the significance and classification of each of the Contributing Resources is contained in the Catalogue of Historic Resources, Appendix B.3.

**Table 2-1: Significance of Individual Resources Within the Specific Plan Amendment**

AREA	LANDMARKS Highly Significant	NOTABLE RESOURCES Individually Significant	COMPONENT RESOURCES No Individual Significance	TOTAL
1A	0	1	0	1
2A	0	4	5	9
2B	0	21	23	44
3A	0	5	10	15
3B	14	265	256	65
4	17	40	30	87
5	1	263	2730	54
6	4	3527	4250	81
8	5	120	810	25
9	1	14	5	20
10A	NA	15	14	29
10B	NA	NA	2	2
11	NA	NA	NA	NA
12	NA	NA	NA	NA
13	NA	NA	NA	NA
TOTAL	42	18065	17085	392

Of the 392 resources within the Historic District, approximately 11 percent are Landmarks, 4642 percent are Notable Resources, and the remaining 4347 percent are Component Resources. Given the utilitarian, temporary nature of construction within the Naval Shipyard, and the decision to classify all original pre-1945 buildings as "contributing resources" in the National Register Registration Form, it is not surprising that the majority of buildings are not individually significant.

However, as discussed below, individual significance is only one consideration or criterion for making development decisions. Resources which are not individually significant may nonetheless contribute significantly on a collective basis to the District or a Reuse Area.

## 2.5.4 Major Property Types

Given the large number of resources within the Historic District, it is also helpful to categorize them by general property types. In some cases, the number of structures within a particular property type may be relevant to significance, or may affect planning decisions about reuse or demolition. Finally, to the extent that the major property types exhibit defining characteristics, this information is useful in reviewing new construction.

For the purpose of evaluating significance and integrity, as well as providing guidance for new construction, the 392 Contributing Resources studied as part of the Specific Plan also have been divided into 19 major property types. For each property type, defining features have been generally identified and described.<sup>15</sup>

**Table 2-2: Contributing Resources By Property Type and Significance**

TYPE	LANDMARKS	NOTABLE RESOURCES	COMPONENT RESOURCES	TOTAL
A Single Family Residential	20	2017	41	41
B Residential Garage / Shed	0	2115	2721	42
C Duplex and Multi Family Residential	2	13	12	27
D Barracks	0	98	43	127
E Small Industrial Garage/ Shed / Pumphouse /Electrical Facility	0	2	32	34
F Bomb Shelter	0	10	3534	35
G Latrine	0	10	87	8
H Other Infrastructure	0	54	109	14
I Landscape	0	10	0	10
J Masonry Industrial/ Ordnance Storage or Warehouse	2	13	12	27
K Wooden Industrial/ Ordnance Storage or Warehouse	9	43	98	21
L Metal Clad Industrial/ Ordnance Storage or Warehouse	0	154	98	23
M Masonry Industrial Shops	5	17	1	23
N Wooden Industrial Shops	N/A	N/A	N/A	N/A
O Metal Clad Industrial Shops	0	14	12	26
P Masonry Administrative, Institutional or Commercial	2	16	5	23
Q Wooden Administrative, Institutional or Commercial	1	3	3	7
R Metal Clad Administrative, Institutional or Commercial	0	4	2	6
S Berths/ Quays/ Causeways	1	12	0	13
<b>TOTAL</b>	<b>42</b>	<b>180165</b>	<b>170185</b>	<b>392</b>

<sup>15</sup> Reuse Areas 11, 12 and 13 are located within the Historic District and Specific Plan Area, but are not subject to City of Vallejo land use regulation and will not be developed by the Master developer. References to the Historic District in this Section are to only those portions of the District subject to local City of Vallejo regulation.

Each of these major property types is described in the Historic GuidelinesHistoric Project Guidelines, **Appendix B.1**, including a brief discussion of defining features applicable within the categories. Photographs of a representative example (prototypes) of each of these property types are also provided. Each Contributing Resource is assigned to a major property type in the Catalogue, **Appendix B.3**.

### **2.5.5 Repetitive Resource Types**

Repetitive resources are defined as property types or subtypes containing five or more members. Repetitive resources are largely ancillary structures, or similar property types or subtypes, consisting primarily of structures which are not individually significant. Repetitive resource types add to the District's sense of time and place, but do not create the sense of time and place. Ten of the property types described above include repetitive resources. Of the 392 resources included in the District, 219 or 56 percent are repetitive.

Although most of the repetitive resources are not individually significant, there is an additional consideration in their evaluation. Some repetitive resources, such as the bomb shelters, may be more significant as a group than as individual structures. Others, like sheds and electrical enclosures, are simply repetitive ancillary structures which are not visually cohesive and do not communicate any additional sense of time or place as a group.

Photographs of a representative example of each of the repetitive resource types are provided in the Historic GuidelinesHistoric Project Guidelines, **Appendix B.1**. Contributing Resources which are also repetitive resources are identified in the Catalogue, **Appendix B.3**.

### **2.5.6 Period of Significance and Eras**

The Historic District includes buildings, sites and structures from five eras: (1) 1854-1865 (Base Founding through Civil War); (2) 1866-1897 (Civil War to the Spanish American War); (3) 1898-1918 (Spanish American War through World War I); (4) 1919-1938 (the Interwar Years); and (5) 1939-1945 (World War II). The defined period of significance for the National Register Listing covers 91 years, from 1854-1945.

The majority of "contributing resources" in the National Register Registration Form were constructed in Eras 3 and 5, with more than 40 percent of the total number built immediately before or during World War II. Interestingly, the individually designated Landmarks were primarily constructed during Era 3, from 1898 through 1918. In all, Landmarks within the Specific Plan Area date from four of the five eras, with seven from the first era (1854-1865), five from the second era (1866-1897), 28 from the third era (1898-1918) and one, the hospital, from the fourth era (1919-1938).

The National Register Registration Form contains an extensive evaluation of whether post-1945 buildings, structures and sites should have been included in the period of significance.<sup>16</sup> Ultimately, post-1945 buildings and areas of the base dominated by post-1945 construction were not included in the District, because a case for exceptional significance could not be established and linked firmly to individual buildings, structures, or sites built after 1945.

Mare Island's most important role during the post-World War II period was in nuclear submarine repair and construction. This work largely took place within pre-1945 buildings, often with little modification to their exteriors. As noted on page 8-59 of the Registration Form, "(n)ew construction predominantly took the form of temporary buildings, scattered throughout the area." "Beyond the shipyard, the trend at Mare Island was toward the abandonment of historic functions and only partial reuse of historic buildings." Thus, post-1945 buildings were not included as part of the District when it was listed in 1997.

Table 2.3 shows the number of structures from each era identified as contributing resources in the National Register Registration Form, by Area.<sup>17</sup>

Table 2-3: Contributing Resources By Era and Area

AREA	ERA 1 1854-1865	ERA 2 1866-1897	ERA 3 1898-1918	ERA 4 1919-1938	ERA 5 1939-1945	TOTAL
1A				1		1
2A				1	8	9
2B				3	1	4
3A				6	9	15
3B	6	1	37	9	11	64
4	2	6	32	19	27	86
5	1		9	6	38	54
6		2	14	27	38	81
8		6	7	5	6	24
9			2	8	8	18
10A			8	3	18	29
10B					2	2
TOTAL	9	15	109	88	166	387

Table 2.4 provides a breakdown of major property types by era.

<sup>16</sup> Pages 8-56 through 8-60 of the National Register of Historic Places Registration Form for Mare Island Historic District, Vallejo, California, January, 1996.

<sup>17</sup> One building in area 3B (buildings 0125) and 4 landscape features (1 in sub area 4, 1 in 8, and 2 in sub area 9) do not have construction dates.

**Table 2-4: Contributing Resources By Property Type and Era**

TYPE	ERA 1	ERA 2	ERA 3	ERA 4	ERA 5	NONE	TOTAL
A Single Family Residential	0	5	24	10	2	0	41
B Residential Garage / Shed	0	0	6	28	8	0	42
C Duplex and Multi-Family Residential	0	2	2	1	22	0	27
D Barracks	0	0	1	4	7	0	12
E Small Industrial Garage/ Shed/ Pumphouse /Electrical Facility	0	0	4	10	20	0	34
F Bomb Shelter	0	0	0	0	35	0	35
G Latrine	0	0	2	1	5	0	8
H Other Infrastructure	0	0	1	3	9	1	14
I Landscape	0	3	2	1	0	4	10
J Masonry Industrial/ ordnance Storage or Warehouse	3	1	12	2	9	0	27
K Wooden Industrial/ ordnance Storage or Warehouse	0	0	15	1	5	0	21
L Metal Clad Industrial/ ordnance Storage or Warehouse	0	0	12	5	6	0	23
M Masonry Industrial Shops	5	2	5	5	6	0	23
N Wooden Industrial Shops	N/A	N/A	N/A	N/A	N/A	N/A	N/A
O Metal Clad Industrial Shops	0	0	6	3	17	0	26
P Masonry Administrative, Institutional or Commercial	1	1	6	8	7	0	23
Q Wooden Administrative, Institutional or Commercial	0	0	3	0	4	0	7
R Metal Clad Administrative, Institutional or Commercial	0	0	4	1	1	0	6
S Berths/ Quays/ Causeways	0	1	4	5	3	0	13
<b>TOTAL</b>	<b>9</b>	<b>15</b>	<b>109</b>	<b>88</b>	<b>166</b>	<b>5</b>	<b>392</b>

**2.5.7 Area Resources and Character-Defining Features**

As shown in **Figure 2-1**, the Specific Plan area has been divided into 13 planning units, referred to as Reuse Areas which do not conform to the boundaries of the Historic District. As shown on **Figure 2-2**, the Contributing Resources, including Landmarks, are not evenly distributed within the Historic District. Instead, they are concentrated within the more central portion of the District (Reuse Areas 3B, 4 and 5), which has direct access to the Waterfront. Landmark structures are primarily located within Area 4, referred to as the “Historic Core,” which includes the dramatic row of Officers’ Quarters along Walnut Avenue. The Reuse Areas with the heaviest concentration of Contributing Resources are primarily intended for retail/commercial and industrial uses, which take advantage of the character of the Navy’s use along the Waterfront. Historic District resources are described by Reuse Areas in the Catalogue of Historic Resources (**Appendix B.3**).

While the boundaries of the Reuse Areas are extremely useful for most planning purposes, they do not coincide with the boundaries of either the National Historic Landmark groupings or the functional subareas delineated in the National Register Registration Form, as illustrated by **Figure 2-1**. Design Guidelines for the Historic

District are will be provided to illustrate use of the Secretary of the Interior's standards for treatment, as well as giving a researched discussion of the character defining features of the NHL groupings, functional areas and areas of special sensitivity (~~see Section 8.4.2)(Appendix B.4)~~. These guidelines will be critical for the review of project level plans, including new construction and, if required, demolition of existing structures.

**(D) Major Property Types**

The Historic District contains a large number of resources that have been categorized by general property types. A list of the major property types is provided below. Detailed descriptions and designations are provided in **Appendix B.1**.

<u>A – Single-Family Residential</u>
<u>B- Residential Garage / Shed</u>
<u>C – Duplex And Multi-Family Residential</u>
<u>D – Barracks</u>
<u>E – Small Industrial Garage/ Shed/ Pumphouse /Electrical Facility</u>
<u>F – Bomb Shelter</u>
<u>G – Latrine</u>
<u>H – Other Infrastructure</u>
<u>I – Landscape</u>
<u>J – Masonry Industrial/ Ordnance Storage/Warehouse</u>
<u>K – Wooden Industrial/ Ordnance Storage /Warehouse</u>
<u>L – Metal-Clad Industrial/ Ordnance Storage /Warehouse</u>
<u>M – Masonry Industrial Shops</u>
<u>N – Wooden Industrial Shops</u>
<u>O – Metal-Clad Industrial Shops</u>
<u>P – Masonry Administrative, Institutional Or Commercial</u>
<u>Q – Wooden Administrative, Institutional Or Commercial</u>
<u>R – Metal-Clad Administrative, Institutional Or Commercial</u>
<u>S- Berths/ Quays/ Causeways</u>

**(E) Period of Significance and Era**

The Historic District includes buildings, sites and structures from five Eras: 1854-1865 (Founding of the Shipyard through Civil War), 1866-1897 (Civil War to the Spanish American War), 1898-1918 (Spanish-American War through World War I), 1919-1938 (the Interwar Years), and 1939-1945 (World War II). The defined period of significance for the National Register listing covers 91 years, from 1854-1945. More detailed information is provided in **Appendix B.1**.

**(F) Area Resources and Character Defining Features**

The contributing resources, including Landmarks are unevenly distributed throughout the Historic District and Reuse Areas. Reuse Areas 3B, 4 and 5, all of which access the

Waterfront contain the heaviest concentration of resources. Landmark structures are primarily located within Reuse Area 4, in the area referred to as the "Historic Core," which includes the dramatic row of Officers' Quarters along Walnut Avenue. The Reuse Areas with the heaviest concentration of contributing resources are primarily intended for retail/commercial and industrial use, which take advantage of the character of the Navy's use along the Waterfront.

To facilitate development review, the Historic Project Guidelines (Appendix B.1) provides a description of the contributing resources by Reuse Areas.

#### 2.62.5.2 DEVELOPMENT REVIEW ~~Development Review~~ CRITERIA ~~Process~~

During the reuse planning and project review process for Mare Island, the City will be faced with countless decisions about preservation, reuse, new construction and demolition within the Historic District. As described above, the City has made an overarching policy decision to manage reuse and development activities that may adversely affect the eligibility of the Historic District for the National Register of Historic Places or the State Register of Historical Resources. The development review criteria must therefore be sufficient to protect the Historic District from potentially significant impacts, especially in connection with proposals for new construction and demolition.<sup>18</sup>

In addition, City policy requires that all reuse proposals within the Historic District comply with the *Secretary's Standards*, which are defined in Appendix B.1, to the extent applicable. As a result, all buildings to be retained on site and reused, all new construction and all relocations must meet the *Secretary's Standards*. ~~Reuse proposals which do not comply with the *Secretary's Standards* are discouraged.~~

The Specific Plan, therefore, is required to establish development review criteria for reuse of the Historic District, as defined in the Historic Project Guidelines, Appendix B.1, in accordance with the following:

- Ensure that retained resources are not impacted by reuse, by requiring that they be treated in a manner that is consistent with the *Secretary's Standards*.
- Ensure that new construction is compatible with the historic nature of the Historic District, by requiring that new construction be consistent with the *Secretary's*

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<sup>18</sup> Throughout the planning process, the City has defined the primary historic resource as the Historic District. The policy decision that no significant adverse impacts should be permitted to the District as a whole mirrors the CEQA standard for determining whether significant adverse impacts have occurred for the purpose of environmental review. Decisions which meet the City's development review criteria should therefore not have a significant adverse impact on the District, as the primary historic resource under consideration.

*Standards* and Urban Design Guidelines aimed at preserving ~~the~~ the Historic District's feeling, setting, and association.

- Ensure that any relocation of resources be accomplished in a manner that is consistent with the *Secretary's Standards* (36 CFR part 68) and applicable guidelines or technical advisories, where appropriate;<sup>19</sup>
- Ensure that those physical characteristics which convey the historical significance of the District and justify its eligibility for inclusion in the National and California Registers are not lost through demolition or new construction.

The Historic Project Guidelines in Appendix B.1 also provides the following:

- Geographic scope of review and establishment of Project Sites and property lines within the Historic District;
- Standards for contributing resources that will be retained including treatments for Preservation, Rehabilitation, Restoration and Reconstruction;
- Standards for contributing resources that will be relocated;
- Standards for new construction within the Historic District;
- Criteria and requirements for contributing resources proposed for demolition; and
- Maintenance requirements for contributing resources.

~~The Historic Guidelines~~ Historic Project Guidelines in Appendix B.1, together with the Design Guidelines for the Mare Island Historic District (Appendix B.4), provide direction for meeting the above stated goals.

~~Section 16.38.036 of the Mare Island Amendment requires the City to determine a "project site for each resource or group of resources." New construction or alteration within the Project Site of a Contributing Resource triggers the need for a Certificate of Appropriateness.~~<sup>20</sup>

~~As defined in Section 16.38.032 (E), a Certificate of Appropriateness "is the approval issued by the Planning Manager or Commission AHLC for a construction, alteration and/or relocation project that is in conformance with" the Mare Island Amendment. Section 16.38.032 (V) provides that a Project Site is generally the legal parcel on which a project is located, unless "no legal parcel exists which either immediately or reasonably surrounds a project." In the absence of a legal parcel, a Project Site must be defined.~~

<sup>19</sup> See, e.g., John Obed Curtis, *Moving Historic Buildings*.

<sup>20</sup> Section 16.38.039 of the Vallejo Municipal Code.



The function of the Project Site is to define the area in which physical changes to the environment can reasonably be expected to have an impact on the individual resource in a manner that could adversely affect its historic character. Similarly, the definition of Project Site is intended to allow consideration where appropriate of the site features described in the *Secretary's Standards*, and to allow the City to balance the need for streamlined review of development proposals within the Historic District with concern about the scope of potential impacts.

For all of these reasons, the City has established the Project Site for each Contributing Resource as "that area containing structures or other features which were *functionally related* to the individual resource during the period of significance for the National Register Historic District, *i.e.* between 1854 and 1945." Additional information about functional relationships among structures are provided in the Design Guidelines for the Mare Island Historic District (**Appendix B.4**)

## **2.6.2 Treatment Standards**

Reuse of resources within the Mare Island Historic District will involve a wide variety of activities, ranging from preservation of existing structures to new construction and relocation. As discussed more fully below, all of these reuse proposals will be required to meet the *Secretary's Standards* for the particular activity. In some cases, the *Standards* provide guidelines on the extent of permitted alteration and the manner of handling the existing historic fabric in a redevelopment project. Different levels of alteration are referred to as different "treatments" in the *Secretary's Standards*, and are related primarily to the existing condition of the structure and its ability to meet current building and safety requirements.

For the most part, decisions with respect to individual retained resources will not affect the integrity of the Historic District. However, in some cases, new construction, relocation and reconstruction may have the potential for affecting the visual qualities of the Historic District. These decisions will be governed by the *Secretary's Standards*, the **Urban Design Guidelines in Section 4.0** of this Specific Plan, the District and Area impact criteria discussed in the Historic Guidelines Historic Project Guidelines, Appendix B.1, and the Design Guidelines for the Mare Island Historic District (**Appendix B.4**).

### **(A) STANDARDS FOR RETAINED RESOURCES**

All redevelopment proposals for Landmarks and Contributing Resources which are retained on site, both structural and non-structural, must comply with the *Secretary's Standards*. The *Standards* describe four different treatments for historic resources, depending on a variety of factors. Retained resources will be required to meet the *Secretary's Standards* for the treatment determined applicable through the appropriate administrative review process, or set forth in the Historic Guidelines Historic Project Guidelines.

Due to the historic character of most of the buildings and the need to allow economically viable private reuse, most of the retained structures will be rehabilitated or restored, rather than preserved. Finally, with the possible exception of some landscape features, reconstruction is not considered a reasonable or desirable treatment in the case of Mare Island.

### (1) PRESERVATION

Preservation is defined as the act or process of applying measures necessary to sustain the existing form, integrity, and materials of an historic property. Work, including preliminary measures to protect and stabilize the property, generally focuses upon the ongoing maintenance and repair of historic materials/features rather than extensive replacement and new construction. New exterior additions are not within the scope of this treatment; however, the limited and sensitive upgrading of mechanical, electrical, and plumbing systems and other code required work to make properties functional is appropriate within a preservation project.

Preservation may be considered as a treatment when the property's distinctive materials, features, and spaces are essentially intact and thus convey the historic significance without extensive repair or replacement; when depiction at a particular period of time is not appropriate; and when a continuing or new use does not require additions or extensive alterations.

### (2) REHABILITATION

Rehabilitation is defined as the act or process of making possible a compatible use for a property through repair, alterations, and additions while preserving those portions or features which convey its historical, cultural, or architectural values.

Rehabilitation may be considered as a treatment when repair and replacement of deteriorated features are necessary; when alterations or additions to the property are planned for a new or continued use; and when its depiction at a particular period of time is not appropriate, rehabilitation may be considered as a treatment.

### (3) RESTORATION

Restoration is defined as the act or process of accurately depicting the form, features, and character of a property as it appeared at a particular period of time by means of the removal of features from other periods in its history and reconstruction of missing features from the restoration period. The limited and sensitive upgrading of mechanical, electrical, and plumbing systems and other code required work to make properties functional is appropriate within a restoration project.

Restoration may be considered as a treatment when the property's design, architectural, or historical significance during a particular period of time outweighs the potential loss of extant materials, features, spaces, and finishes that characterize other historical periods;

when there is substantial physical and documentary evidence for the work; and when contemporary alterations and additions are not planned. Prior to undertaking work, a particular period of time, i.e., the restoration period, should be selected and justified, and a documentation plan for restoration should be developed.

#### (4) RECONSTRUCTION

Reconstruction is defined as the act or process of depicting, by means of new construction, the form, features, and detailing of a non-surviving site, landscape, building, structure, or object for the purpose of replicating its appearance at a specific period of time and in its historic location.

#### (B) STANDARDS FOR RELOCATED RESOURCES

All relocated resources will be treated in a manner that is consistent with the *Secretary's Standards* and applicable guidelines or technical advisories, where appropriate. Unless superseded by higher level guidance, the technical preservation report entitled "*Moving Historic Buildings*," by John Obed Curtis (1978), will be used to evaluate the technical aspects of relocation proposals.

With respect to the initial decision to relocate Contributing Resources, a relocation proposal is consistent with the historic character of both the District and the individual structure if it:

- ii involves the type of building which would have been relocated during the Navy's tenure; and
- ii results in relocation to a site which might have received relocated structures during the Navy's tenure.

Other structures and receiving sites may be considered for relocation, provided that the eligibility of the Historic District for the National and State Registers is not adversely affected as a result. This approach is consistent with the conclusions of the National Register Registration Form with respect to maintaining the integrity of relocated buildings under the unusual circumstances of an operating military base:

#### **2.6.3 New Construction**

All new construction within the Historic District must comply with the *Secretary's Standards* and the broader **Urban Design Guidelines in Section 4.0** of this Specific Plan, as well as the Design Guidelines for the Mare Island Historic District (Appendix B.4). As previously stated, the *Secretary's Standards* require new construction to "be differentiated from the old" in materials, style, form and detailing. They also require the new work to "be compatible with the historic materials, features, size, scale and

proportion, and massing to protect the integrity of the property and its environment.”<sup>21</sup>  
The new construction should not duplicate or imitate historic styles.

As described above, the Mare Island Historic District is unusual in that its significance extends over an unusually long period of time and includes many buildings constructed after the period of significance. The Historic District therefore includes examples of industrial buildings, some fine and some ordinary, from virtually every decade since the 1850's. New construction in the vernacular of its own time is therefore a hallmark of the Historic District. Under these circumstances, new construction should be of high architectural quality and should clearly reflect its own time.

Although new construction should not replicate historic designs, it may be appropriate to incorporate character-defining features of historic property types in a compatible design. The Historic Guidelines ~~Historic Project Guidelines~~, **Appendix B.1**, provide basic information about character-defining features for the major property types within the Historic District; additional information is contained in the Design Guidelines for the Mare Island Historic District, as discussed below.

## **2.6 2.7 — DESIGN GUIDELINES FOR THE HISTORIC DISTRICT**

Design Guidelines that describe and illustrate how to apply the Secretary of the Interior's Standards to the particularly complex nature of the Mare Island Historic District are an very important up-front tool for property owners and developers as well as for the City. Such design guidelines can provide clarity and predictability in the review and permitting process by informing the design of projects to be consistent with the Secretary of the Interior's Standards as well as with the goals and policies of the Specific Plan. The Design Guidelines that have been developed as part of the Specific Plan (**Appendix B.4**) include:

- Description of the design character of the Historic District, including architectural styles and key features;
- Description of individual “character area” and “sub-areas” that define the existing setting of the Historic District;
- Illustrative guidelines for established treatments of contributing resources, including preservation, restoration, reconstruction, and rehabilitation as well as for interim maintenance procedures; and
- Illustrative G guidelines, including design principles, -for new construction responsive to -that address general infill design principles in the context of a description of setting according to a set of individual “character areas.” and “sub-areas.”

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<sup>21</sup> The Secretary of the Interior's Standards for the Treatment of Historic Properties, With Guidelines for Preserving, Rehabilitating Restoring & Reconstructing Historic Buildings, page 62.

The Design Guidelines will be used by City staff, the AHLC Architectural Heritage and Landmarks Commission and other City boards and commissions/agencies to evaluate the appropriateness of work proposed within the Mare Island Historic District. The Guidelines also provide criteria that will assist in defining, for review purposes, the "project site," as referenced above in Section 2.6.1.

## **2.8 — DEMOLITION CRITERIA**

~~Given the economic realities of adaptive reuse and the military pattern of existing development on Mare Island, demolition is inevitable. Neither the Mare Island Amendments or~~ Neither the Mare Island Amendments nor the City Preservation Ordinance contains standards for demolition within an historic district. In addition to the findings required under the Preservation Ordinance, the Historic Guidelines Historic Project Guidelines implement the Specific Plan historic preservation policies.

~~The Historic Guidelines~~ Historic Project Guidelines have been designed to protect the integrity of the Historic District, the National Historic Landmark groupings and areas of special preservation sensitivity. In addition to requirements for compliance with the *Secretary's Standards* and incorporation of character-defining features in new construction, the Specific Plan discourages demolition of Landmarks and Contributing Resources, except in compliance with the strict criteria described in the Historic Guidelines Historic Project Guidelines.

~~Criteria for evaluating demolition proposals apply at three levels: the District; the area and the individual structure. Proposed demolition must comply with the criteria at each level of review.~~

### **2.8.1 — District Level Demolition Criteria**

~~The Mare Island Historic District is the primary historic resource within the Specific Plan area. Development proposals which adversely impact the District, especially those which may adversely affect the District's eligibility for the National and California Registers, are not allowed under the Specific Plan. The Historic Guidelines~~ Historic Project Guidelines are the mechanism by which significance adverse impacts to the Historic District are avoided or prevented.<sup>22</sup> ~~The Historic Guidelines~~ Historic Project Guidelines identify types of activities which have a potential for adversely affecting the District, and provide criteria for evaluating the impact of these activities.

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<sup>22</sup> Standards for evaluating impacts to Area Resources are discussed in Section 5.4.2, while minimizing or avoiding impacts to individual Historic Resources are discussed in 5.4.3.

To protect the Historic District from significant adverse impacts, the City has adopted the following criteria for evaluating impacts to the Historic District from both demolitions and related new construction:<sup>23</sup>

- The majority of Contributing Resources within the Historic District must be retained in a manner that protects their integrity through conformance with the *Secretary's Standards*;
- All Landmarks will be retained, unless the City finds that the resource is not feasible to preserve or restore, as defined in the Historic Guidelines Historic Project Guidelines, Appendix B.1;
- All Notable Resources will be retained, unless the City makes a finding that retention of the resource would be a "deterrent" to the successful reuse of Mare Island, as defined in the Historic Guidelines Historic Project Guidelines, Appendix B.1;
- All Component Resources will be retained, unless the City makes a finding that demolition is reasonably necessary to implementation of the Development Plan;
- The Historic District must retain a mix of building eras, materials and architectural styles which reflects the existing multi-layered historic environment;
- All new construction must comply with the *Secretary's Standards*, as explained in the Design Guidelines for the Mare Island Historic District (**Appendix B.4**).

It is expected that application of the above criteria will avoid impacts to the Historic District which could adversely affect its eligibility for the National and California Registers, as required by the Mare Island Amendment.

### **2.8.2 Area Level Demolition Criteria**

In addition to the District level criteria, project proposals should respect the character of the defined subareas, including the National Historic Landmark groupings. Analysis at the subarea level provides perhaps the most important layer of protection, by recognizing the character defining elements of each functional, chronological or architectural sub area.

The Historic Guidelines Historic Project Guidelines establish Area level standards and criteria for demolition within the Reuse Areas.<sup>24</sup> In addition, the Design Guidelines for the Mare Island Historic District (**Appendix B.4**) identify areas of special sensitivity, as well as describe character defining features of individual areas and buildings.

<sup>23</sup> New construction must comply with the *Secretary's Standards*, as described in Section 5.3.2. The demolition criteria in this Section address new construction primarily in the context of avoiding impacts to the Historic District which might otherwise be caused by demolition.

<sup>24</sup> Development proposals in Area 10B will not be subject to these Historic Guidelines Historic Project Guidelines while it is owned by the federal government.

### **2.8.3 Individual Resource Level Demolition Criteria**

In addition to impacts on the District and Areas, demolition proposals obviously affect individual historic resources, both directly and indirectly. The level of review and the stringency of the review criteria depend on the historic significance of the affected structures, as well as their location and relationship to other resources. Demolitions which affect individually significant resources require an additional level of review than those which affect structures of no individual significance.

Demolition within the Historic District may be required by a number of different factors. On Mare Island, among other reasons, these include: parking and access requirements; infrastructure placement requirements; implementation of land use goals such as housing and park space; lack of reuse potential; and excessive rehabilitation costs. All of these factors may deter the ability of the master developer to meet the City's important economic development goals. In each case, the City will consider the reason for the demolition request in accordance with these criteria through a procedure referred to as a "Deterrence Analysis" (see Appendix B.1).

In addition, a number of buildings constructed after the period of significance act as intrusions into the character of the Historic District. The City may encourage removal of these structures through appropriate incentives for redevelopment of their sites.

**Landmarks — Highly Significant:** Demolition of City Landmarks is prohibited under the City's Preservation Ordinance unless it can be shown that it is not feasible to preserve or restore it using a constitutional hardship test for making the determination. No demolition of City Landmarks has been proposed, although a procedure is established through the Historic Guidelines Historic Project Guidelines in compliance with this Specific Plan.

**Notable Resources — Individually Significant:** Demolition of Notable Resources is prohibited under the City's Preservation Ordinance unless it can be shown the structure is a deterrent to reuse of Mare Island for the purposes set forth in the general and Specific Plans. Demolition of a limited number of Notable Resources has been proposed by the master developer in accordance with the procedures set forth in this Specific Plan, subject to City approval of the deterrence analysis.

**Component Resources — Not Individually Significant:** Demolition of a Component Resource ordinarily would not result in loss of a significant historic resource. Demolition of a Component Resource is prohibited unless a finding is made that the demolition is reasonably necessary to implement the Development Plan. Once the finding is made, no



further review is required. Demolition of a number of such resources is likely to be necessary to meet the parking, access, infrastructure and economic goals of the Specific Plan, subject to the approval process set forth in the Historic Guidelines.

## **2.7 ~~2.9~~—INTERIM MAINTENANCE OF RESOURCES**

Under the City Preservation Ordinance, owners of any Landmarks and Contributing Resource within the District are required to “keep in good repair all exterior portions of such resource, all interior portions of City landmarks, and all interior portions thereof whose maintenance is necessary to prevent deterioration and decay of any exterior architectural feature.” Nothing in the Mare Island Amendment “shall be construed to prevent ordinary maintenance or repair of any exterior architectural feature of a contributing resource not involving a change in design, material or external appearance thereof.” Mare Island Amendment, Sections 16.38.048. and .049 of the Municipal Code.

Buildings in active use are generally maintained by their owners or occupants. However, vacant historic buildings often suffer from lack of appropriate maintenance and weather-proofing, especially if a reuse decision has not yet been made. All historic structures within the Mare Island Historic District, including vacant buildings, shall be maintained in accordance with standards referenced in the Historic Guidelines Historic Project Guidelines (Appendix B.1) and described in detail in the Design Guidelines for the Historic District (Appendix B.4).

## **2.8 ~~2.10~~—ARCHAEOLOGICAL RESOURCES**

As described in Section 2.1, above, cultural resources also include archaeological resources. Potential archaeological resources on Mare Island were surveyed as early as 1907,<sup>25</sup> and as recently as 2000.<sup>26</sup> This continued survey work resulted in the designation of 27 historic archaeological features, including remnants of early industrial technology and shipbuilding, seawalls, ship berths, and building foundations within the Mare Island Historic District, and in the identification of areas of prehistoric archeological sensitivity.

Given the potential number of archaeological resources on Mare Island, a Revised Predictive Archaeological Model and Archaeological Treatment Plan is included as part of the Specific Plan (**Appendix B.2**). Together, they summarize why each of 27 archaeological features is significant and describe appropriate treatment measures (TMs) based on potential impacts.

### **2.8.1 ~~2.10.1~~—Archaeological Resources Protection Policy**

Archaeological resources in the Plan Area are to be protected while allowing for construction and development activity to proceed in a timely manner. As part of the

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<sup>25</sup> Nelson, *Archaeological Site Survey Record for CA-SOL-232*.

<sup>26</sup> Dougherty (PAR), *Monitoring of Historical Archaeological Sites for the Freshwater Fire Line Project*.



implementation of this policy, the predictive archaeological model was updated and a treatment plan was prepared for inclusion in the Specific Plan.

**2.8.2 2.10.2 — Summary of Archaeological Resources**

**Figure 2-3 (Archaeological Resources)** shows all 27 archaeological features and identifies potential areas of high and medium prehistoric archaeological sensitivity. These archaeological resources and recommended treatments are described in detail in **Appendix B.2.**

**Figure 2-3: Archaeological Resources**

No prehistoric archaeological resources retaining integrity have been found, to date, on Mare Island. However, the potential for such finds still exists in a large area that is relatively undisturbed by modern development and in the four concentrated areas where early documentation described potentially significant findings.

#### **2.72.9 PLANNING AND REVIEW**

The Specific Plan, together with the ~~Historic Guidelines~~ Historic Project Guidelines (Appendix B.1), Revised Predictive Archaeological Model and Archaeological Treatment Plan (Appendix B.2), the Historic Resources Catalogue (Appendix B.3), and the Design Guidelines for the Mare Island Historic District (Appendix B.4) implement the planning and review process as specified in Chapter 16.38 of the Vallejo Municipal Code, ~~the Mare Island Amendment and as described in detail in Section 8.4.2 of the Specific Plan document.~~

## **3.0 LAND USE**

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The Land Use Section of the Specific Plan begins with a focus on land use policies and practices followed by a summary description of Land Use Categories, the Overall Land Use Plan for Mare Island, and the Plan for Parks and Open Space. The Land Use Section concludes with a more detailed description of the land uses and projected development program for each of the areas that make up the Specific Plan Area, including the 13 Reuse Areas.

It is the intent of the Specific Plan to allow reasonable flexibility in land use designations, development program allocations and boundaries for the 13 Reuse Areas that were defined during the reuse planning process (**Figure 1-3**). This flexibility is needed for a number of reasons:

- to respond to future changes in market conditions,
- to ensure that the City is able to pursue superior reuse and development opportunities in accordance with the economic development goals of the Specific Plan, and
- to accommodate public and quasi-public uses.

### **3.1 LAND USE POLICIES AND PRACTICES**

As envisioned in the Reuse Plan, the land use policies for Mare Island are focused on development that, once again, will make it a major employment center for the City and region. These policies also provide for the mix and range of land uses necessary to create a dynamic district that will be an integrated part of the City. Criteria are provided to guide the reasonable level of flexibility that is required for successful implementation of the identified development program. The continued ability to attract high quality employers as the business environment of the City and region changes over the years is recognized as being a key aspect of the successful economic revitalization of Mare Island.

#### **3.1.1 Land Use Policies**

- i A balance of land uses is encouraged, including industrial, office, retail commercial, residential, recreational, cultural, educational, open space and habitat conservation, in order to make Mare Island a community where adequate services and resources are readily available to its residents, workers and visitors.
- ii The City of Vallejo intends Mare Island to be a financially sustainable community that generates revenues sufficient to provide basic municipal services and infrastructure improvements.

- iii There will be a strong component of employment producing land uses on Mare Island to satisfy two needs: (1) to replace the jobs that were lost with the closure of the Shipyard; and (2) to ensure a good jobs/housing balance on Mare Island and within the City of Vallejo. The number of jobs and the schedule for the production of these jobs, as established in the Reuse Plan, will be a function of the phasing of new development. In order to maximize creation of jobs on Mare Island, more intensive land uses producing higher employment densities are encouraged and less intensively-developed uses, such as those requiring large laydown or outdoor storage areas, are discouraged except in heavy industrial areas.
- iv Reuse of Mare Island as a community where people can live and work will be encouraged by allowing home occupations and live/work and work/live uses in identified Reuse Areas.
- v Uses that attract and support tourism, including tourism related to the natural and contributing historic resources, will be encouraged.
- vi Flexibility in the type and density of land uses within Reuse Areas, in the reasonable transfer of densities and similar land uses between Reuse Areas, and in the boundaries of Reuse Areas shall be permitted without amendment of the Specific Plan if the Development Services Director makes such determination in accordance with this Specific Plan. Implementation criteria for evaluating transfers of land use program square footages between Reuse Areas are provided in the Implementation section of the Plan (*see 8.3.1*).
- vii Each Reuse Area shall have a list of allowed land uses. In the event a use is proposed that is not on this list, the Development Services Director will determine if such use is substantially (1) consistent with the intent of this Plan and (2) compatible with the other uses within the area. If this determination can be made, then the use is allowed.

## 3.2 LAND USE CATEGORIES

The following categories of land uses are to be found within the Specific Plan Area, as illustrated in **Figure 3 1: Land Use**.

**Figure 3-1: Land Use**

### 3.2.1 Federal Transfer

As part of the base closure process, federal agencies were given the opportunity to request that portions of Mare Island be transferred for federal activities. The requests from four agencies were accepted by the Navy, and the resulting federal transfer properties were conveyed to the U.S. Army Reserve, the U.S. Forest Service, the U.S. Fish and Wildlife Service and the U.S. Coast Guard. Federal transfer properties are exempt from local land use authority and are not subject to the provisions of the Specific Plan.

### 3.2.2 Dredge Ponds

The former inactive dredge ponds are required by the Three Party Dredge Pond Agreement to be designated for uses compatible with managed wetlands, open space or conservation. These uses may also include pond maintenance, interpretative, and scientific/educational facilities as well as access roadways and trails, as consistent with the use restrictions under the Agreement. The former dredge pond disposal areas comprise approximately one-third of the large, undeveloped western half of the Island. At one time present, there were approximately thirteen-ten ponds, all of which are presently inactive. The dredge pond uses include pond maintenance, interpretative, and scientific/educational facilities as well as access roadways and trails.

### 3.2.3 Conservation Easement

Certain undeveloped areas of Mare Island have been determined by the U.S. Fish and Wildlife Service to have significant habitat value. These areas are permanently protected from any level of development. The compatibility of future open space, managed wetlands and conservation uses for the former inactive dredge ponds, as set forth in Section 3.2.2, above, with adjacent conservation easements must be as been considered in the designation of those uses. and sSuch compatibility is to be ensured by the active participation of the U.S. Fish and Wildlife Service State Lands Commission in future use approvals for the of former inactive dredge pond areas activities.

### 3.2.4 Open Space

This category encompasses open space uses that are both public and private, but that are lawfully used by the public. Open space includes uses, as approved appropriate by the Planning Manager, that are dedicated to preserving and supporting the permanent open space areas of Mare Island, including the former inactive dredge ponds and surrounding areas. Urban uses are limited to those areas that are compatible with and complementary to the permanent open space or that are necessary to support, service and maintain these areas.

### 3.2.5 Developed Recreation

This category encompasses both public and privately operated recreational uses. These uses provide both active and passive recreation activities for residents, workers, and visitors of Mare Island, as well as for the greater Vallejo community. They include but are not limited to the following categories, as confirmed and approved by the City:

- Active Sports: ballfields; tennis courts; swimming pools; gymnasiums; golf courses and stables
- Parks: picnic areas; playgrounds; hiking trails; grass areas; and gardens

### 3.2.6 Educational/Civic

This category encompasses uses that are public or quasi-public and that provide non-commercial services for the welfare of the Mare Island community and its visitors, as well as the greater Vallejo community. Permitted uses include but are not limited to the following.

- Government Services: administrative offices; public safety and maintenance facilities
- Utilities: administrative offices; substations and other structures; ~~trade schools;~~ and maintenance facilities
- Educational facilities: preschools; public and private schools; day care centers; trade schools; colleges; and universities
- Cultural facilities: community centers; libraries; museums; art galleries and theaters

### 3.2.7 Residential

This category includes a variety of residential unit types and densities to meet a broad spectrum of housing needs. The Specific Plan provides for a range of housing types from detached single family homes to multi-family housing. The Land Use Plan identifies three residential densities according to the square feet of site area per dwelling unit, in conformance with City standards. Group housing is not identified according to density but, rather, by use. Live/Work Residential is located in various areas and is not identified according to density.

#### (A) Residential High Density

- Less than 2,500 square feet of land area/dwelling unit (more than 17.4 du/ac)
- May include apartments, condominiums, townhomes, and similar housing types



**(B) Residential Medium Density**

- Between 2,500-5,000 square feet of land area/dwelling unit (between 8.7 du/ac and 17.4 du/ac)
- May include townhomes, cluster-homes, zero lot line, small lot detached homes, and similar housing types

**(C) Residential Low Density**

- More than 5,000 square feet of land area/dwelling unit (less than 8.7 du/ac); may include duplexes, new single family detached homes, reuse of existing single family homes, and similar housing types

**(D) Group**

- Dormitory-type housing (student housing units) related to educational uses on Mare Island, such as Touro University. Defining characteristics include but are not necessary limited to shared bedrooms, common toilet and bathing facilities and cafeteria type dining facilities which may be located in separate buildings.

**(E) Live/Work and Work/Live**

☐ Live/work and work/live combine residential and job activities in the same space. Examples include artist studios, one and two person professional offices and home occupations. These uses encourage mixed-use, decrease commuting, and take advantage of opportunities for adaptive reuse of Mare Island's historic buildings or for new infill construction. Provisions for live/work and work/live are as follows:

- Live/work is a residential, single-tenant space that is flexible for work. The commercial use may be any use allowed in the mixed use category. Live/work units are counted as part of Mare Island's total 1,400 residential unit development program. Home occupations or businesses in single use residential areas may be allowed, as determined by the City of Vallejo Zoning Ordinance.
- Work/live is primarily a commercially/industrially-oriented, single tenant space combining working and living uses. A maximum of 30% of the space may be for residential use. The commercial use may be any part of the non-residential mixed use development program for each area. The actual commercial use determination and percent of space provided for residential purposes shall be made by application to the Development Services Director.
- Work/live is excluded from the 1400 residential unit development program if the space can be demonstrated to be primarily employment-oriented, to

provide workspace for non-resident employees and to allocate a maximum of 30% of the space for residential purposes, as discussed above.

- Live/work and work/live are allowed in areas designated for mixed use. They may occupy existing buildings or new construction.
- Non-resident employees are allowed for both live/work and work/live.

### **3.2.8 Mixed Use**

This category includes office/R&D, light industrial, retail commercial, and on-site warehousing associated with other uses on the same or proximate site. Although its purpose is to provide primarily for employment uses, the mixed use category also allows residential uses.

#### **(A) Office/R&D**

Office/R&D includes business, professional and administrative uses, laboratories, technology, light assembly and an associated range of support functions. Permitted uses include, but are not limited to the following:

- Industrial or Scientific Services: biotechnology and medical research, production and analysis; electronic and computer research, production and analysis; software development and analysis; and product and prototype testing and analysis.
- Business Services: including but not limited to establishments that provide financial, real estate, legal, marketing management, architectural and engineering design, and other comparable professional services and support services.
- Medical Services: labs and group medical offices
- Research/Development: office; administration and marketing; laboratories; biotechnology; electronics; and software development
- Media Production: offices and facilities for television, motion picture, digital/multi-media, print media, telecommunications and other comparable type functions
- Ancillary: warehouse activities related to primary office/R&D uses.

#### **(B) Light Industrial**

Light industrial uses are relatively low intensity in character and are housed primarily in enclosed buildings with limited, screened outdoor areas if compatible with the surrounding conditions. Permitted uses include, but are not limited to, the following:

- Light Manufacturing or Assembly: for research activities described above for office/R&D
- Research/Development: corporate campuses and software development
- Light Manufacturing/Processing: computer components; small industrial products and bottling
- Media Production: special effects; television production studios and printing
- Warehouse/Distribution: small industrial products; small consumer goods; wine storage and distribution
- Ancillary: office and warehouse activities

**(C) Retail Commercial**

This use category may include neighborhood serving businesses for both residents and workers in mixed-use areas. Household serving retail commercial, such as grocery and hardware stores, together with office serving businesses such as banks and financial services, office supply, copy centers, and cafes may comprise the commercial retail component for mixed use areas and are identified in the Specific Plan Development Program (**Table 3-2**) for Reuse Areas 1A, 2A, 3A, 3B, 4 and 5. A small retail commercial component may be desirable for Reuse Area 9 (University Area) and could be included, if feasible, although it is not shown in the Development Program.

Retail commercial uses in single use areas, or centers, may include visitor serving businesses, such as movie theatres and other types of entertainment, restaurants, commercial goods and services, gift stores and restaurants. Single use retail commercial centers are identified in the Land Use Plan for Reuse Areas 2A and 4. (*see Figure 3-1: Land Use*), above.

Permitted retail commercial uses include, but are not limited to, the following:

- Retail: stores and shops that provide goods and services to the general public as well as to residents and workers
- Personal Services: establishments that provide instructional, medical, maintenance and improvement services
- Business Services: smaller establishments that provide financial, real estate, legal and support services
- Eating Establishments: restaurants and bars; fast food outlets; delicatessens and snack bars

- Entertainment: theaters; amusement centers; and indoor and outdoor sports facilities

While beneficial to the functions of a retail commercial district, certain businesses also create impacts that necessitate a major conditional use permit in any Reuse Area. These uses include, but are not necessarily limited to, the following:

- Automotive services: service stations with ancillary light or heavy auto repair
- Lodging: hotels, motels, and bed and breakfast inns
- Theaters: cinemas and live performance space

**(D) Warehouse**

This category is characterized by uses that generate significant amounts of truck and/or rail traffic required for the distribution of pre-manufactured goods. On Mare Island, warehousing is generally expected to make use of existing structures, many of which have minimal window openings, and may provide a support function for nearby mixed-use or industrial activities. Permitted uses include, but are not limited to, the following:

- Warehouse/Distribution: small industrial products; small consumer goods; wine storage and distribution
- Storage and Distribution: raw and finished goods

**3.2.9 Industrial**

This category includes uses that potentially may generate more noise, hazards and truck traffic than do the light industrial uses. In addition to truck transport, Mare Island's industrial uses may also utilize rail to transport materials, and ships to transport large manufactured goods. Some industrial uses may require exterior lay-down areas. Permitted uses include, but are not limited to the following, as included in the city Zoning Ordinance, Section 16.06:

- i **Heavy Industry:** such as manufacturing/processing and recycling/processing; recycling to be limited to current users in Reuse Area 1B in their existing locations
- ii **Warehouse/Distribution:** includes uses that generate more noise, hazards and traffic than the light industrial uses; also may require exterior lay-down areas
- iii **Light Industrial:** uses as described above in the mixed use category

- iv **Construction Services:** such as incidental storage on lots other than construction sites as well as the retail or wholesale sale, from the premises, of materials used in the construction of buildings or other structures; excludes retail sales of paint, fixtures and hardware or of automotive and heavy equipment use types; typical uses include building materials stores, tool and equipment rental or sales, or building contractor work space.
- v **Equipment Service:** refers to establishments or places of business primarily engaged primarily in repair or maintenance of heavy equipment, as well as some automotive related services, including cleaning, and repairs, and limited sales/rentals.

### 3.2.10 Ancillary Uses

The following ancillary uses may be approved through the Unit Plan process without a Specific Plan amendment.

- i Within areas designated for industrial or mixed use (*see Figure 3-1 and Table 3-2*), the Development Services Director may approve limited residential activities that involve reuse of existing buildings and live-work type uses. Any buildings proposed for residential use must meet standards of the City of Vallejo Building Department and the Department of Toxic Substances Control.
- ii Within areas designated for industrial use, the Development Services Director may approve limited mixed use activities (light industrial, office/R&D and retail commercial uses) that are ancillary to the primary functions of the heavy industrial/warehouse use taking place within the given area.

### 3.2.11 Uses Requiring Major Conditional Use Permits

Consistent with the City of Vallejo Municipal Code, certain land uses require additional review to ensure that operating characteristics do not impact adjacent uses.

Major conditional use permits will be required for the following uses:

- i Religious establishments such as churches, synagogues, and temples (except St. Peters Chapel)
- ii Counseling
- iii Off-site alcohol sales
- iv On-site alcohol sales

- v Automotive services, including service stations as well as service stations providing ancillary, light or heavy auto repair and on-site storage and/or pay parking
- vi Hotels, motels, bed and breakfast inns and theatres

**3.2.12 Uses Requiring Site Development Permit**

All uses within the Resource Conservation (RC) areas, including the restricted uses described for the inactive dredge pond areas, as provided in Section 3.2.2s.

**3.3 LAND USE PLAN OVERVIEW**

The primary land use goal in promoting the development of Mare Island as a civilian community is to bring new economic activity, civic uses, housing, and recreational activities to the City of Vallejo. The Development Program for the Specific Plan identifies the type and square footage of development that is feasible for Mare Island and that will promote the goals established for reuse, including the creation of a balanced community where people can work, live, shop, and play. It outlines a critical mass of new development that can:

- i create new employment opportunities;
- ii be supported within the identified capacities of existing and planned utility and transportation infrastructure;
- iii meet Specific Plan policies and guidelines for the preservation and reuse of historic buildings and surroundings; and
- iv allow for recreational open space and the protection of environmentally sensitive lands.

A summary of the Mare Island Development Program is provided in **Table-3 1.**

**Table 3-1: Summary Development Program**

Mixed-Use (Non-Residential):.....	5,751,000-6,265,772 sf
(Office/R&D, light industrial, retail, warehousing)	
Industrial: .....	2,050,000-1,537,126 sf
(Heavy industrial, warehousing)	
Education/Civic: .....	818,000-1,254,698 sf*
Total Non-Residential: .....	9,047,000-9,057,596 sf
Total Residential: .....	1,400 units
*Includes federal agencies)	

A summary description of the distribution of these major land use designations among the 13 Reuse Areas is provided as follows:

### **3.3.1 Mixed-Use Office/Research & Development**

Reuse Area 1A (**North Island Industrial Park**) is a proposed employment area north of the Mare Island Causeway and east of Azuar Drive that is identified for a development program of 1.2 million square feet of light industrial, ~~uses with some associated commercial, and office R&D and warehouse uses.~~

### **3.3.2 Industrial**

Reuse Area 1B (**Northwest Industrial Area**) is proposed for warehousing, light and heavy industrial.

Reuse Area 5 (**Waterfront Industrial Park**) and Reuse Area 10A (**South Island Business Park**), will provide locations for major heavy and light industrial development that utilizes the existing buildings and waterfront access while also allowing for new infill buildings of compatible size and function. Reuse Area 10B (**Army Reserve**), with its existing port facilities and warehouses, is a location for continued Army Reserve activities.

### **3.3.3 Mixed-Use Employment**

South of Mare Island Causeway is the major mixed-use employment center of Mare Island, consisting of office, retail/service, R&D, and light industrial uses in existing and infill buildings sited along the existing street grid.

Reuse Area 2A (**Town Center**) incorporates a number of distinctive historic buildings along Walnut Avenue and additional new infill development along Walnut Avenue and Azuar Drive. A 50,000 square foot commercial center provides retail services at the intersection of Railroad Avenue and G Street.

Reuse Area 2B (**West Business Park**) provides new employment uses in an area overlooking the wetlands and landscaped open space that is part of the Reuse Area.

Reuse Area 3A (**Waterfront Business Campus**) establishes the opportunity for a major business campus in a visible location with convenient access to Mare Island's Causeway entrance. This area would accommodate a major user or users in primarily new, waterfront-oriented buildings.

Reuse Area 3B (**Waterfront Mixed Use**) provides a wide range of employment uses in both existing and new buildings, again sited along existing roadways.

### 3.3.4 Mixed-Use Civic, Retail and Office Commercial

Reuse Area 4 (**Historic Core**) is proposed for a concentration of civic, retail and office commercial, light industrial and other job-related uses that reuse some of Mare Island's most distinctive historic structures. The Historic Core is also intended to provide a major public open space along the waterfront, providing for possibilities such as celebrations and festivals, historic interpretation of ships and submarines, museums, and tourist oriented retail. The historic industrial and warehouse buildings will serve as a backdrop for the Officer's Row mansions, which are a short walk away.

### 3.3.5 Educational/Civic

Reuse Area 9 (**University Area**) will be maintained primarily for educational and civic uses, and is currently being used by Touro University, a private, co-educational independent institution of higher and professional education to operate a College of Osteopathic medicine and a College of Health Sciences, together with a dining facility, library, student service center, recreational facilities, administrative offices and some student housing. Reuse Area 9 also is identified for some office and R&D uses that are not part of Touro University.

### 3.3.6 Residential

The Land Use Plan concentrates the largest number of homes in Reuse Area 6 (**North Residential Village**) and Reuse Area 8 (**South Residential Village**) where neighborhoods are proposed that will have higher density centers and a general orientation toward open space and the views to the west. Housing opportunities will include a variety of densities and housing types. High density housing is located in conjunction with the **Town Center** in Reuse Area 2A and as part of new construction and adaptive reuse of existing buildings in Reuse Areas 6 and 8.

New residential construction may include a number of product types, ranging from apartments to single family homes. Architectural prototypes are drawn from existing architectural styles on Mare Island. Consistent with the goals and objectives of the Reuse Plan and the 1999 Mare Island Specific Plan, the total residential development program totals 1,400 units. Live-work and work-live units may be provided through adaptive reuse of existing buildings in Areas 3B and 4 (**Waterfront Mixed Use** and **Historic Core**).

### 3.3.7 Open Space

In addition to public parks that are to be provided as part of the residential area development, there are several large, recreational open space areas planned for specific Reuse Areas. Reuse Area 7 (**Community Park**) provides for larger scale recreational activities shared by the two new residential neighborhoods. Reuse Area 11 (**Golf Course**) provides an eighteen-hole golf course and club-house, as well as other support facilities. Reuse Area 12 (**Regional Park**) will serve the City and surrounding areas as



well as local residents. Reuse Area 13 (**Open Space/Recreation**) allows for active open space recreational uses.

This summary of Land Use by Reuse Area is illustrated in **Figure 3-1**, above.

### **3.3.8 Island Destinations**

As illustrated in **Figure 3-2: Island Destinations**, a number of special facilities and activities are planned to serve future employees, residents and visitors. These include schools, childcare facilities, recreational areas, and shopping and cultural centers. The presence of such destinations will not only serve the Mare Island community and encourage residents and employees to remain on Mare Island for entertainment and education, but also may serve to attract visitors.

**Figure 3-2: Island Destinations**

### 3.4 PARKS AND OPEN SPACE

The bodies of water that surround Mare Island constitute the single most important factor in considering its land use character, including shipbuilding and other waterfront activities. Approximately 78% (3,787 acres) of the Specific Plan Area is either wetlands or former inactive dredge pond areas, which are restricted to open space, conservation and managed wetlands uses, as described earlier in Section 3.2.2s. In addition to the smaller, non-dedicated parks and open space that are part of the recognized development area, approximately 9% (463 acres) of the overall Specific Plan Area has been designated for moderate to large parks and recreational areas.

Parks and Open Space for Mare Island (**Figure 3-3**) have been planned to support the development program for each Reuse Area in order to assure an overall framework that will organize the structure of the community and provide a comprehensive system of recreational amenities for residential and work life. This Plan exceeds the City of Vallejo General Plan standards for park dedication, as identified in the subsequent discussions of parks and open space. Proposed types of urban open space include Community Parks, Neighborhood Parks, Pocket Parks, and the Waterfront Promenade and Plaza along the Mare Island Strait.

The unique characteristics of Mare Island require some flexibility in City standards, including for parks and open space, in order to accommodate development within the historic environment. In some areas, small parks that “fit” within an existing complex of buildings may provide valuable benefits that would not otherwise be feasible without undesirable demolitions. Also, bicycle and pedestrian use is an existing aspect of life of Mare Island and is planned as a major aspect of the proposed Parks and Open Space framework. Bicycle and pedestrian circulation is described in the Transportation Element of the Plan (**Section 5.6**).

**Figure 3-3: Parks and Open Space**

### 3.4.1 Neighborhood Parks

Neighborhood parks in Vallejo typically range between four to seven acres and are designed primarily to provide facilities for preschool and elementary school-age children. At Mare Island, neighborhood parks may be smaller than four acres where existing conditions, including historic resources, may make a larger park infeasible. In addition to providing play space for children, they also are proposed as part of the preservation of historic sites, as passive recreation areas and gathering places for all ages, and for providing waterfront access. The City's standard requires 4.25 acres of neighborhood park space per 1,000 population. This standard would require 19.5 acres based on development population projections for Mare Island. The Specific Plan provides approximately 28 acres of neighborhood parks.

Where appropriate, neighborhood parks should be bordered by streets to increase visibility and access. In addition, housing on surrounding streets should front park uses.

#### (A) Alden Park

This five-acre park is located in the Historic Core (Reuse Area 4). Currently, it is improved with a formal landscaped ceremonial area, a bandstand and flagpole and an informal area with landscaped walking paths. Additional improvements could include demolition of a number of the existing bomb shelters and the addition of pedestrian linkages to the Historic core plaza. Design and maintenance of this historic neighborhood park is discussed in both the **Urban Design Section (4.3 and 4.3.3)** and in the ~~Historic Guidelines~~Historic Project Guidelines (Appendix B.1).

#### (B) Relocated Morton Field

The recreational activities currently accommodated at Morton Field are proposed to be relocated to an appropriate area. The relocated Morton Field will provide lighted play fields within an approximately six-acre neighborhood park that will serve as a community recreation facility. The primary uses of this park will include playing fields for team sports and community events. The Morton Field archway is to be retained in place or relocated in any future development plan, to the extent possible.

#### (C) Parade Grounds

The Marine Parade Grounds is a four-acre historic park adjacent to both the historic Marine Barracks in the South Residential Village (Reuse Area 8) and the bay lands on the west side of Mare Island. This open space will provide a central focus for the surrounding South Residential Village and allow flat playing fields for team sports and community events. Design and maintenance of this historic neighborhood park is discussed in both the **Urban Design Section (4.3 and 4.3.3)** and in the ~~Historic Guidelines~~Historic Project Guidelines (Appendix B.1).

(D) Club Drive Park

This five-acre historic park also is located in the South Residential Village (Reuse Area 8). It is proposed to have minimal improvements on a sloping hill with a forested backdrop, and is designed for passive recreation. Design and maintenance of this historic neighborhood park is discussed in both the **Urban Design Section (4.3 and 4.3.3)** and in the ~~Historic Guidelines~~Historic Project Guidelines (Appendix B.1).

(E) Chapel Park

Chapel Park is a three-acre historic park that provides a complementary setting for the historic St. Peter's Chapel in the Historic Core (Reuse Area 4) and is an example of a small, highly prized green space. This park is planned for passive recreational use and community events. It also offers important pedestrian linkages to the Historic core plaza and other island destinations. Design and maintenance of this historic neighborhood park is discussed in both the **Urban Design Section (4.3 and 4.3.3)** and in the ~~Historic Guidelines~~Historic Project Guidelines (Appendix B.1).

### 3.4.2 Community Parks

Community parks are envisioned as places for recreational activities ranging from accessible open space to developed recreation. Open space facilities could include interpretative signs for historic or scientific information, trails and staging areas, as well as limited areas for concessions. Developed recreation facilities include soccer and baseball playing fields, non-structured recreational areas, picnic areas, gardens and grassy areas.

Community parks are to be approximately 12 to 15 acres in size each and are designed to provide recreational activities for all age groups. The City's standard calls for 5 acres of community parks per 1,000 population. This standard would require 23 acres, based on population projections for Mare Island.

The Specific Plan proposes a 26-acre community park in Reuse Area 7, adjacent to and between the two residential villages and linked to the school and other residential areas by a pedestrian pathways system. The community park also links to the open space levee system and the Marine Parade Ground (see below). Uses within the community park are intended to include playing fields (unlighted), hiking trails, a winter storm-water detention area and scenic outlooks.

### 3.4.3 District/Citywide Parks

The district/citywide park category includes parks that promote contact with the natural environment and which have a unique character or function not found in neighborhood or community parks. The Reuse Plan for Mare Island calls for district/citywide parks in excess of required standards. These parks, as will be provided by the Specific Plan, include the golf course, a city and regional park, and a wildlife refuge.

(A) Golf Course

The Plan provides for improvements to and management of the existing 18-hole course as a regional destination golf club. The golf course site totals 172 acres.

(B) Regional Park

The Regional Park in Reuse Area 12 is intended to provide walking, cycling and equestrian trails, habitat conservation, and other passive recreational uses. It will be developed and managed as part of the extended open space framework for Mare Island and encompasses 176 acres.

(C) City Park

Approximately 32 acres of recreational open space is planned for a portion of Reuse Area 13, which is located on a landfill site and almost completely surrounded by former inactive dredge ponds and non-tidal open space areas. Access is via an extension of A Street, which extends through the West Business Park (Reuse Area 2B).

(D) Wildlife Refuge

Conservation easements for wildlife refuge use include 29 acres in Reuse Area 1A, 9 acres in Reuse Area 10, and 11 acres in Reuse Area 12. In addition to dedicated conservation easements there are 2,865 acres of state owned wetlands on Mare Island as well as 922 acres of former inactive dredge ponds that are located outside the Reuse Areas.

### 3.4.4 Urban Parks

The urban parks category includes public open space within more densely developed areas which are anticipated as being subject to more intense use. They are associated with central features of Mare Island such as the Strait or the Historic Core. Design treatment is predominately hardscape.

(A) Waterfront Promenade

One of Mare Island's greatest assets is its waterfront along Mare Island Strait. The proposed Waterfront Promenade provides opportunities for a variety of experiences based on the character and amount of the development to the west and the type of water habitat to the east. Specific details about the reuse and enhancement of the waterfront will be developed through an overall plan prepared for the waterfront that will be submitted to the San Francisco Bay Conservation and Development Commission (BCDC) for approval.

As shown by **Figure 3-3**, the Waterfront Promenade is conceived as an urban walkway that extends from the Causeway north and south to the Historic Core Plaza and shipyard area through Reuse Areas 3A, 3B and 4. North of the Causeway, a pedestrian and

bicycle pathway will connect the Promenade, through Reuse Area 1A (and under SR 37), to existing access trails in the adjacent San Pablo Bay National Wildlife Refuge. This urban linear parkway is intended to reflect the character of the City waterfront directly across the river and, where the opportunity exists, may be linked to the inland parks and the regional park by shared pedestrian/bicycle paths. Although the basic configuration of the Waterfront Promenade will be within the boundary of the anticipated State Lands Commission ownership, adjacent private areas may be designed to interface with the Waterfront Promenade by providing compatible improvements. This urban linear Waterfront Promenade will be owned by the State Lands Commission and either leased to or, as per proposed legislation, owned by the City of Vallejo.

**(B) Historic Core Plaza**

This urban park provides a link between the Waterfront Promenade and other parks in the community and serves the surrounding commercial uses, including the proposed museum and ship exhibits. It also provides a potential location for gatherings, markets, festivals, and other public events. Design criteria and guidelines for the plaza are provided in the **Urban Design Section of the Plan (4.7.7)** and in the ~~Historic Guidelines~~Historic Project Guidelines (Appendix B.1).

The development of the Plaza is considered to be part of the surrounding commercial development plan for Reuse Area 4, although the Plaza will be City owned. When the project is designed and constructed, each use and/or property owner around the Plaza should be allocated and assessed a fair share of the cost of converting and refurbishing the Plaza from an industrial yard to a pedestrian mall. These assessed fees would be placed in an escrow account to be used to fund the Plaza improvements. Maintenance of the Plaza could be provided by the City or an association made up of ~~all the commercial land owners~~commercial tenants and land owners on the Island-Island. An association or some similar funding entity, ~~such as (an assessment district or a Community Facilities District (CFD))~~, may help provide for and share the costs of parking for the visitors to the Plaza and, possibly, for a large portion of possible future passenger shuttle service which could serve many of the visitors.

### **3.4.5 Pocket Parks**

Pocket parks are small open space areas less than two acres in size that are associated with individual neighborhoods. They may provide playgrounds, small free play space, or simply be visual focal points at key intersections and entries. Parks in this category are considered to be too small to be acceptable for dedication to the GVRD and are proposed to be privately developed, owned by the City and maintained by a community facilities district.

Pocket parks would constitute approximately seven acres of the total developed recreation area in the master development area, as identified in the Development Program (**Table 3-2**). Some of these parks will ~~be~~ include landscape features that contribute to the character of surrounding residential neighborhoods, including Crescent Park, Hilltop



Commons, and Hilltop Circle. Other pocket parks, notably Crescent Playground, Coral Sea Playground and Townhome Square, will be playgrounds that serve nearby residential uses. North and South Grove Parks will be located adjacent to the proposed Flagship Drive through Reuse Areas 6 and 8 (see **Figure 5-1: Street Framework**) and may be included within the parkway right-of-way and maintained as part of the streetscape.

### **3.5 LAND USE PROGRAM BY REUSE AREA**

This section of the Land Use Plan expands upon the summary overview provided in Section 3.3 and the land use categories described in **Section 3.2**. Each Reuse Area is briefly described, and designated uses are discussed in detail, as outlined in **Table 3-2 (Development Program by Reuse Area)**. Development within each of the Reuse Areas within the Historic District is dependent upon compliance with the Historic Guidelines Historic Project Guidelines (**Appendix B.1**).

The square footages provided in the Development Program by Reuse Area should be understood as “targets” for each land use category based on square footage of existing buildings and anticipated infill. These programmatic target figures are intended to serve as a guide for achieving the development goals for each area of Mare Island. They also provide a basis for infrastructure planning. It is assumed that buildout and leasing activities are unlikely to match exactly the programmatic square footages for the mix of land uses outlined in **Table 3-2**. The totals, however, do represent an approximation of the highest level of development intensity. The Specific Plan Land Use Policies regarding flexibility within the overall land use development program totals allow for the fine tuning of proposed development intensities so that space may be effectively leased and jobs secured.

Table 3-2: DEVELOPMENT PROGRAM BY REUSE AREA

Reuse Area/Parcel	Acreage		Acreege		Non-Residential						Program Totals					
	Acreage	Fed./Army Trst. Trst.	Cons. Esmt.	Dev. Rec.	Mixed Use			Warehouse			Heavy Industrial Sq. Ft.	Educational Civic Sq. Ft.	Non Residential Sq. Ft.	Residential Du		
					Officer/R&D Sq. Ft.	Light Industrial Sq. Ft.	Retail Sq. Ft.	Warehouse Sq. Ft.	Warehouse Sq. Ft.							
<b>Master Developer Area</b>																
1B	37				25,000	475,000			320,000		180,000			700,000		
2A	48				285,000	271,128			245,435		183,437					
2B	34				288,730	100,025		50,000						570,000		100
3A					335,000	165,000								500,000		
3B	35			2	320,000	480,000		10,000	440,000					600,000		
3B	72			3	318,325	159,162		10,013	112,500					4,289,000		
4	52			10	364,000	695,493	5,000	6,500	409,845					1,492,738		86
5	143			14-0	420,000	60,000	36,400	76,100						310,000		31
6	123			26 14	117,000	545,000	15,000	14,210	1,225,419					4,880,000		
7	26			26 14	60,000	52,272	593,172	14,210	0 193,845					2,078,918		
8	105			11				7,000- 3,180						29,000		578
9*	51				35,000	33,128								25,035		
10A	69			9										45,000		
Main Gate	2				20,000				385,000					13,625		605
Rail/Road Spur	24													545,000		
Total Master Developer Area	821			9 62 66	4,584,000	2,225,000	457,000	160,003	4,030,000		4,600,000			7,378,596		1400
Non Master Developer Area					1,528,455	2,390,689			961,625		1,537,126			7,388,596		
1A**	155			29 1	54,000	0 450,000	348,000	370,000						1,238,000		
3B (VA Clinic)														16,000		
6 (Navy VCUSD)														61,000		
9 (Forest Service)														81,000		
9 (US Army Reserve Barracks)														120,000		
10B (U.S. Army Reserve)	24													55,000		
11 (Golf Course)	172			172				3,000						91,000		
12 (Regional Park)	188			1 11 176										3,000		
12 (US Coast Guard Corn Tower)	1															
13 (Open Space/Rec)	92			60 32												
Wetlands	2,865			32												
Wetlands (Fish & Wildlife)														20,000		
Dredge Areas	922															
Total Non Master Developer Area	4,419			164 132 381	54,000	0	351,000	370,000		0	444,000			1,219,000		
<b>PROGRAM TOTALS</b>	5,240			175 141 447	4,648,000	222,5000	606,000	4,400,000		2,660,050	4,226,000			9,047,000		1,400
					1,592,455	2,840,689	511,003	1,331,625		4,637,126	1,254,698			9,057,596		

**\*Qualifying Notes for Table 3-2: Development Program by Reuse Area**

- i Building areas include proposed buildings and existing buildings to remain.
- ii Civic Use in Reuse Area 4 includes some historic buildings not under the control of the Master Developer.
- iii Civic use in Reuse Area 9 is part of Touro University development program total square footage.
- iv Building area totals do not include utility facilities.
- v Roosevelt Terrace (29 acres) is privately developed with approximately 300 dwelling units and is no longer part of the Specific Plan Area.

**3.5.2 Reuse Area 1A (North Island Industrial Park)**

The North Island Industrial Park (Reuse Area 1A) contains a total of 155 acres situated in the northern portion of Mare Island. It has direct access to the State Route 37 interchange. State Route 37 and the North Gate form the northern boundary; G Street and the Causeway form the southern boundary. To the west are Reuse Area 1B and wetland areas, and to the east are wetlands and Mare Island Strait. A large pier extends from Reuse Area 1A into Mare Island Strait. This Reuse Area is not within the Historic District.

This Reuse Area will be developed primarily with light industrial, warehouse and office uses in a contemporary office park. A small commercial area to serve primarily office park users will be located at the entrance. The Waterfront Promenade will extend the length of the eastern edge of the area on the upland portion.

**(A) Land Use**

Given the direct freeway access and the relative absence of historic properties, Reuse Area 1A is intended for comprehensive development with new buildings as a warehouse/distribution district or office park.

- Approximately 29 acres in Reuse Area 1A are to be dedicated as a conservation easement.
- The proposed development program for Reuse Area 1A is ~~772,000~~ 1,222,000 square feet of mixed-use (54,000 office/R&D; 348,000 retail; and 370,000 warehouse), and 450,000 square feet ~~heavy-~~ light industrial) and 6,000 square feet educational/civic.

### 3.5.3 Reuse Area 1B (Northwest Industrial Area)

Reuse Area 1B, a 37-acre industrial and warehousing site, will be part of the major industrial development at the northern end of Mare Island near the State Route 37 interchange. It is separated from Reuse Area 1A by Azuar Drive on the east and, on the south, west and north, is bordered by wetlands, and an inactive dredge disposal area.

#### (A) Land Use

Reuse Area 1B is identified for development with approximately 700,000 square feet of industrial uses including ~~520,000~~ 516,563 square feet of mixed use (~~25,000~~ square feet of office/R&D, ~~175,271,128~~ 175,271,128 square feet of light industrial and ~~320,000~~ 245,435 square feet of warehousing) and ~~183,4370,000~~ square feet of heavy industrial). Initially this program and the associated parking, loading and internal circulation will be accommodated within the site's five existing buildings (Buildings 625, 627, 629, 751, and 759). None of these buildings are historic (the Reuse Area is not within the Historic District), and they may be replaced at a future date.

- Recycling/processing shall be limited to existing operations in the northwestern corner of Reuse Area 1B, with all outdoor areas fenced and landscaped and with all materials and equipment stored outdoors screened from view.
- The existing rail line and proposed spurs provide flexibility for railcar storage and train operations that support the designated heavy industrial/warehouse land uses.

### 3.5.4 Reuse Area 2A (Town Center)

Reuse Area 2A historically was a center of activity on the Island and will serve as Mare Island's Town Center, offering opportunities for a variety of recreation, retail, multi-family housing, and office/R&D type uses within a compact, pedestrian-oriented setting. It is intended to be the site of several important island destinations, including Rodman Center (Building 545) with its indoor recreational activities, a new retail center, and high density apartments.

The 48 acre Reuse Area 2A is located at the junction of major access roadways and is bounded by G Street on the north, Railroad Avenue on the east, A Street on the south, and Azuar Drive on the west. Development within Reuse Area 2A includes a combination of preservation, rehabilitation, and new infill construction.

#### (A) Land Use:

Reuse Area 2A is proposed for development with approximately ~~4385,755~~ 4385,755 square feet of mixed use (including ~~288,7305,000~~ square feet of office/R&D, and ~~100,025~~ 100,025 square feet of light industrial); a 50,000 square foot retail commercial center; ~~131,2455,000~~ square feet of educational/civic; and 100 high density residential units.

The Land Use Plan provides a concentration of land uses in Reuse Area 2A that support creation of a Town Center while providing a smaller, separate concentration of industrial uses where they do not negatively impact the Town Center functions.

- Land uses should reinforce the Town Center character while requiring minimal change to historic context and building fabric.
- Circulation improvements maintain and extend the existing street grid, encouraging a more urban parcelization pattern.

### **3.5.5 Reuse Area 2B (West Business Park)**

The 34 acre West Business Park (Reuse Area 2A), is envisioned as a small mixed use campus with new buildings that may either orient west to the wetlands and San Pablo Bay, providing permanent views of tree and open space, or east to the street grid formed by Azuar Drive and Walnut Avenue. The area could be an ideal location for a single employer or for multi-tenant space.

Reuse Area 2B is bounded by permanent open space on the south and west, a neighborhood park and townhomes on the southeast, Town Center on the north, and Walnut Avenue and Azuar Drive on the east.

#### **(A) Land Use:**

Reuse Area 2B is planned to be developed with approximately 500,000 square feet of non-residential mixed use (including 335,000 square feet of office/R&D and 165,000 square feet of light industrial).

- Land uses should reinforce the mixed use, employment-oriented nature of Mare Island's middle sector.
- Circulation improvements maintain and extend the existing street grid pattern, supporting land use development needs.
- With the exception of one building, the historic structures do not offer sufficient opportunities for reuse that will generate or support new jobs and can be demolished in accordance with the criteria in the Historic Guidelines Historic Project Guidelines.

### **3.5.6 Reuse Area 3A (Waterfront Business Campus)**

The Waterfront Business Campus (Reuse Area 3A) provides an opportunity for a major new business campus oriented to the Mare Island Strait. Prominently located at the Causeway entrance to Mare Island, the area offers the opportunity for new office development, including multi-tenant facilities with easy access, high visibility, and direct water and city views.

The 35-acre site is bounded by Railroad Avenue to the west, G Street to the north, Mare Island Strait to the east, and A Street to the south. It is to be developed with new buildings. The Waterfront Promenade will continue the length of this area (see 3.3: Parks and Open Space).

(A) Land Use:

Reuse Area 3A is proposed for development with approximately 600,000 square feet of mixed use (including ~~318,325~~20,000 square feet of office/R&D, ~~159,162~~60,000 square feet of light industrial, ~~110~~112,500 square feet of warehouse, and ~~10,013~~000 square feet of retail commercial, some or all of which could be transferred to the Historic Core and G Street retail center in Reuse Area 4), and 2 acres of developed recreation.

- Land uses in the office district should reinforce the mixed use, employment-oriented nature of Mare Island's middle sector.
- The Waterfront Business Campus land use is enhanced by close access to and visibility from the Waterfront Promenade as well as by rail access via Railroad Avenue.
- There are a number of historic resources that offer reuse opportunities for business offices.

### 3.5.7 Reuse Area 3B (Waterfront Mixed Use)

Reuse Area 3B offers enormous opportunity for adaptive reuse of existing buildings along with infill of new buildings of similar scale and use. The site also provides waterfront access, views, and the opportunity for a mixed use employment area with a strong light industrial component. The Waterfront Promenade will extend along the entire length of this area (see Section 3.4.1(vi)).

The 72-acre Reuse Area is bounded by Walnut Avenue to the west, A Street to the north, Mare Island Strait to the east, and the Historic Core and 7th Street to the south. The VA Medical Center is located in the southwest portion.

(A) Land Use:

Reuse Area 3B is proposed for development with ~~1,274,000~~475,838 square feet of mixed use (including ~~364,000~~ square feet of office/R&D, ~~695,493~~0,000 square feet of light industrial, ~~215,000~~ square feet of warehouse, ~~56,500~~ square feet of retail commercial, ~~409,845~~ square feet of warehouse and ~~129~~86 live-work or residential units), ~~16,900~~5,000 square feet of educational/civic, and 3 acres of developed recreation. Land uses should reinforce the mixed use, employment-oriented nature of Mare Island's middle sector. The area also includes a federal-to-federal property, the 61,000 square foot VA outpatient clinic.

- Live-work units may be located in existing or new buildings within the area.

- The large number of historic resources in Reuse Area 3B are of a type that are well suited to reuse for designated land uses.

### 3.5.8 Reuse Area 4 (Historic Core)

The Historic Core (Reuse Area 4) is a visitor-oriented mixed use zone that celebrates Mare Island's history through reuse of some of its most historic and attractive buildings. The presence of these buildings along the waterfront provides opportunity for public gatherings, festivals, museum and interpretive activities, historic ships, restaurants, and other visitor-oriented uses in the setting of a working waterfront. In addition, the area enjoys a close visual connection to the City of Vallejo waterfront, creating an exciting environment for visitors, residents and workers alike.

The Historic Core is to be anchored by the proposed Mare Island Museum (located in a portion of Building 46) together with a gift shop and café. Among the visitor attractions will be the large historic Dry Dock 1.

The 52 acre Historic Core is somewhat irregular in shape in order to include specific historic resources. It is generally bounded by Azuar Drive and Oak Street to the west, 7th Street and Reuse Area 3B to the north, Mare Island Strait to the east, and Reuse Area 5 (Dry Dock 2, Rickover (formerly 9th) Street, and the Walnut and Railroad Avenues edge of Chapel and Alden Parks) to the south. At the south edge of the waterfront, the Plaza and Waterfront Promenade end at a fence that separates these public areas from the waterfront adjacent, heavy industrial uses in Reuse Area 5.

#### (A) Land Use:

Development for the Historic Core is proposed to include: approximately 240,229,500 square feet of mixed use (including 120,117,000 square feet of office/R&D, 50,000,36,400 square feet of light industrial, 769,100 square feet of retail commercial, and 47-31 residential units (31 live-work and 16 or low-density homes); 7081,0030 square feet of educational/civic; 16 low-density duplex residential units; and 10 acres of developed recreation. Land uses in the Historic Core should reinforce the mixed use, employment-oriented nature of Mare Island's middle sector.

- Live-work units may be located in existing or new buildings within the area.
- The historic officer's quarters along Walnut Avenue may be reused for mixed-use, office space, R&D or for residential.
- Existing duplexes are intended to be reused as residential and new development may include infill units along Oak Street, west of the officer's quarters.
- Developed recreational uses include a Historic Core Plaza and the Waterfront Promenade.
- Neighborhood Parks include Alden Park and Chapel Park (*see Section 3.34.1*).

- Development parcels are contained within an existing street grid pattern with certain street segments along the waterfront to be closed to facilitate creation of the Historic Core Plaza.
- There are a large number of historic resources in Reuse Area 4 that can accommodate many of the designated land uses to create an active central destination for Mare Island.

### 3.5.9 Reuse Area 5 (Waterfront Industrial Park)

Reuse Area 5 is Mare Island's industrial working waterfront, visible from the Vallejo waterfront and the Historic Core. Fabrication and other heavy industrial activities that are dependent upon direct water and rail access are anticipated to continue in this area. (*See also, Section 5.10: Maritime Freight*).

This 143 acre Reuse Area is bounded by Azuar Drive to the west, Rickover (formerly 9th) Street, and the Walnut and Railroad Avenues edge of Chapel and Alden Parks to the north, Dry Dock 2 and Mare Island Strait to the east, and Piers 21/22 and the Army Reserve Parcel to the south. It contains the largest buildings on Mare Island, as well as ~~two~~ three dry docks and several rolling and fixed cranes.

#### (A) Land Use:

- Reuse Area 5 is proposed for development with approximately ~~590,000~~ 853,499 square feet of mixed use (including ~~6052,272000~~ square of office/R&D, ~~59315,172000~~ square feet of light industrial, and ~~145,21000~~ square feet of retail commercial); and 193,845 square feet of warehouse and 1,225,41990,000 square feet of industrial (heavy industrial); ~~and 14 acres of developed recreation.~~ Many of the existing structures are historic and will be retained for these proposed new land uses.

### 3.5.10 Reuse Area 6 (North Residential Village)

The North Residential Village (Reuse Area 6) is to be primarily residential and will provide a range of housing types, including high density townhomes, medium density detached homes and low density duplexes. The North Residential Village also will include Mare Island Elementary School and other civic, park and open space areas.

Development will consist of interconnected, street-oriented neighborhoods that are designed to maximize pedestrian and bicycle connections as well as views to the west. Island destinations include the elementary school and, possibly, a community center/neighborhood park (*see Section 3.4.1(B)* ~~Morton~~ Morton Field).

The 123 acre North Residential Village is bounded by ~~by former inactive~~ dredge ponds to the west, 1st Street to the north, Walnut Avenue and Oak Avenue to the east, and Bagley (formerly 12th) Street to the south.



(A) Land Use:

- Reuse Area 6 is programmed for development with approximately 73,18000 retail, 252,000-035square feet of educational/civic, 25-14acres of developed recreation, and 610-578 residential units. Many of the former residential quarters in this Reuse Area are historic and will be retained and restored for continued residential use. Interim uses include mixed use, including office and R&D. The area also contains the 81,000 square foot school facility which, ~~through the transfer process, is now still~~ owned by the Navy.VCUSD.

**3.5.11 Reuse Area 7 (Community Park)**

The 26 acre Community Park (Reuse Area 7) is located between the North and South Residential Villages (Reuse Areas 6 and 8, respectively), with ~~former inactive~~ dredge ponds to the west and with Reuse Area 8, the Marine Parade Grounds and to the east.

(A) Land Use:

The proposed land use for Reuse Area 7 is developed recreation. There are no historic resources that impede development of park space.

**3.5.12 Reuse Area 8 (South Residential Village)**

The South Residential Village (Reuse Area 8) is planned as a residential area that also contains office/R&D, warehousing, civic, and developed recreational uses. Housing products may vary from high density condominiums to low density detached homes. Parks, landscaped residential streets and views to the west establish focal points and amenities for the neighborhoods. Historic buildings and landscapes, including the Marine Barracks and Parade Ground, are integrated into the village fabric. ~~Possible Island destinations may include a child care facility and an adult vocation center. A large existing building (Building 866) is proposed for reuse as a warehouse or for light industrial activities within this area.~~

The South Residential Village is 105 acres in size and is bounded by inactive dredge disposal areas and bay lands to the west, Bagley (formerly 12th) Street to the north, Azuar Drive to the east and the golf course and University Campus Area (Reuse Area 9) to the south.

(A) Land Use:

Development of the South Residential Village includes approximately 405,000 square feet of mixed use (~~including 20,000 square feet of office/R&D, and 385,000 square feet of warehouse~~), 13,625,000 square feet of educational/civic, and 605 residential units. There is to be a new circulation system, including a Class I multi linked path connecting with key existing streets. A number of character-defining historic residences and landscape features are identified for rehabilitation and preservation treatment.

### 3.5.13 Reuse Area 9 (University Area)

The 51 acre University Area is bounded on the west by the golf course and the South Residential Village, on the north by Club Drive and Azuar Drive, on the east by Railroad Avenue, and on the south by the golf course, regional park, and Army Reserve. It is planned for development by Touro University as an education/office campus that makes use of the former Combat Systems Technical School complex, the Officer's Club and Owens Center. Approximately 8 acres in the southwestern portion of this Reuse Area is a federal transfer property (120,000 square feet), occupied by the U.S. Forest Service, which is to be used as an administrative headquarters. An Army Reserve federal transfer property occupies an additional 3 acres, which includes a 55,000 square foot barracks (Building 1294) in the eastern portion of Reuse Area 9.

#### (A) Land Use:

The University Area is predominately, but not exclusively for use by Touro University. Approximately ~~335,000~~ 128 square feet of mixed use (office/R&D) is part of the Master Developer Plan Area. The remaining land use program of ~~542,8905,000~~ square feet (educational/civic) is for the Touro University master development. If feasible at the time of development, the smaller portion of the Land Use program for Reuse Area 9 (retail/commercial) could be used to serve students and office workers, or to provide hotel or conference center functions. In summary:

- Civic uses include Touro University, the site's current occupant. Touro's plans call for expansion of its undergraduate health science curriculum, addition of a School of Nursing, a School of Pharmacy and a business program. In addition, Touro also plans to expand the range of on-campus support services and close-in student housing within Area 9 to form an integrated, largely self-contained campus. The student dormitory housing component of the Touro development program is approximately 895 beds or "units." This residential component represents approximately 209,000 square feet of building area that is not part of the ~~542,8905,000~~, non-residential building square footage for Touro University.
- Office/R&D uses are assumed for Building 944 and/or a new building to be added at the intersection of Club Drive and Flagship Drive. This location might also be appropriate for a small conference/hotel facility. It also may be used for retail, office, or residential purposes that support the area's primary educational/office land uses.

### 3.5.14 Reuse Area 10A (South Island Business Park)

The South Island Business Park (Reuse Area 10A) is bounded to the west by Railroad Avenue, to the north by Berth 24 and Reuse Area 10B Army Reserve, to the east by Mare Island Strait, and to the south by the Regional Park (Reuse Area 12). It is a 69 acre waterfront area, approximately 9 acres of which are in a conservation easement that offers rail and water access as well as ample laydown areas for industrial activities.

The South Island Business Park will be owned by the State Lands Commission and subsequently leased to the City of Vallejo for sub-lease to the Master Developer for development consistent with the use restrictions imposed by the State Lands Commission. Reuse Area 10A is proposed for development by the Master Developer to provide approximately 370,309,000 square feet of mixed-use light industrial and ~~130,128,270,000~~ square feet of heavy industrial.

- The 9 acre conservation easement, which is in the eastern portion of the Reuse Area 10A, consists of wetlands that are intended as a protected habitat area.

### **3.5.15 Reuse Area 10B (Army Reserve)**

This 24 acre Reuse Area is bounded to the west by the regional park (Reuse Area 12) which also extends along a portion of the south boundary, and on the north by Berth 22 and by Areas 9 and 5, to the east by Mare Island Strait and to the south by Reuse Area 10A. As discussed above, Reuse Area 10B is a federal to federal transfer property occupied by the U.S. Army Reserve.

#### **(A) Land Use:**

Reuse Area 10B is designated for those uses deemed necessary by the Army Reserve (existing buildings total approximately 91,000 square feet). Public access along the waterfront in this area is uncertain. The development of the U.S. Army Reserve facility may preclude direct access.

- The preservation of identified historic resources should be considered by the Army Reserve in land use planning for this Area.

### **3.5.16 Reuse Area 11 (Golf Course)**

Reuse Area 11 contains 172 acres. It is bounded by Reuse Areas 8 and 9 on the north, a regional park (Reuse Area 12) on the east and south, and by wetlands on the west.

#### **(A) Land Use:**

Proposed development for Reuse Area 11 includes an 18-hole golf course and related facilities (*see Section 3.3.8*).

- Commercial uses should be limited to retail commercial and restaurants (3,000 square feet) associated with the golf course.

### **3.5.17 Reuse Area 12 (Regional Park)**

The Regional Park (Reuse Area 12) comprises a total of 188 acres, 176 of which are planned for developed recreational uses. Of the remaining 12 acres, 11 acres are in a conservation easement and 1 acre is a federal-to-federal transfer property, the site for a communications tower facility which is operated by the U.S. Coast Guard.

The Reuse Area is bounded by the golf course (Reuse Area 11) on the north, by the Army Reserve (Reuse Area 10A), South Island Business Park (Reuse Area 10B) and Mare Island Strait on the east, by San Pablo Bay on the south and by wetlands on the west.

(A) Land Use:

The Regional Park is designated for use as developed recreation, as discussed in the Parks and Open Space Section of the Land Use Plan (*see Section 3.4.3*).

- Civic and commercial uses should be limited to interpretative facilities, including a visitor's center, and concession facilities.
- Six (6) residential units, including the oldest residence still standing on Mare Island (Bldg A45), are located in Reuse Area 12; these residential buildings may be used as caretaker housing but are not counted as part of the 1400 maximum unit total (*see Table 3-2*).
- The Naval Ammunition Depots located in Reuse Area 12 is part of a National Historic Landmark (NHL) District and includes some of the earliest structures on Mare Island, including a cemetery and archaeological features such as portions of a seawall and earth works from a Civil War era defense battery.
- Given that much of the area will remain in public ownership and is planned for public use, protection of the large number of historic resources may require restricting access to the NHL sub-area and limiting transport vehicles through the area.

### 3.5.18 Reuse Area 13 (Open Space/Recreation)

Reuse Area 13 is approximately 92 acres in size. It is bounded on almost all sides by wetlands and ~~former inactive dredge ponds areas~~. On the east side, it shares a short boundary with the West Business Park (Reuse Area 2B).

(A) Land Use:

~~Public access is prohibited for the a~~ Approximately 60 acres of Reuse Area 13 ~~are off-limits for any public access~~ (RCRA). The remaining 32 acres is proposed for developed recreational uses as public open space.

### 3.5.19 Wetlands, Submerged Lands and Dredge Disposal Areas

Wetlands, submerged lands and ~~inactive dredge ponds disposal areas~~ total approximately 3,787 acres, which are primarily the western half of Mare Island, but which also include water areas along the eastern and southern sides of Mare Island. Wetlands and submerged lands total approximately 2,865 acres and the ~~inactive dredge ponds disposal areas~~ total approximately 922 acres. ~~There are ten active ponds and six inactive former ponds within the identified 32 acre conservation easement.~~ Approximately 162 acres were originally intended to be transferred to the U.S. Fish and Wildlife Service including

Building 505. The land was to be used as an extension of the San Pablo Wildlife Refuge and as an interpretive center. However, in 2005, the U.S. Fish and Wildlife Service vacated Building 505 and a new sponsor of the proposed Wildlife Refuge and interpretive center has not been identified. A federal transfer of 162 acres, including Building 505, was made to the U.S. Fish and Wildlife Service. The lands are to be used as an extension of the San Pablo Wildlife Refuge and as an interpretive center.

(A) Land Uses:

- Wetlands: wetland areas; conservation easements; habitat maintenance and restoration; interpretive facilities, scientific/educational facilities; and trails
- ~~Former Inactive Dredge Ponds: dredge ponding; ponds; maintenance facilities; interpretative facilities; scientific/educational facilities; and trails; open space, conservation and habitat management~~
- Eco-Recreation/Education: interpretative facilities, scientific/educational facilities, trails, staging areas, passive recreation and concessions

~~☐ Limited Transportation Facilities: access roads for dredge pond functions~~

### 3.5.20 Main Gate

This 2 acre area is located adjacent to the eastern end of the Causeway and is developed with the former badge and employment office for Mare Island and with associated surface parking. It is to be developed for office or a similar commercial use together with open space complementary to the adjacent City River Park area.

(A) Land Uses:

Proposed land uses include civic, retail commercial, office, R&D, light industrial, mixed-use and open space.

### 3.5.21 Railroad Spur

The off-island rail system extends from the Causeway past the Main Entrance north through the City of Vallejo approximately 3 miles to the intersection of Sereno Drive and Broadway where it connects to the Southern Pacific rail line. It comprises approximately 24 acres.

(A) Land Uses:

For the foreseeable future, the spur will continue to be used for rail traffic serving industrial uses on Mare Island.

### 3.5.22 Accessory and Temporary Uses

Accessory and Temporary uses are allowed pursuant to the requirements of Chapter 16.58, Accessory and Temporary Use Regulations, of the Vallejo Municipal Code.

Temporary uses are defined as those that are in place for no more than three (3) years. After three years, temporary uses require unit plan review. Permits for temporary uses will be issued through the administrative permit process. Accessory and temporary uses allowed for Mare Island, shall include but not be limited to:

- Temporary recreational and entertainment activities, such as circuses, carnivals, open-air theaters, fairs and other similar activities involving large assemblage of people located in any commercial, industrial or public facility for a maximum duration of 15 days. No amusement activity shall occur within 150 feet of any residential use.
- Seasonal sale lots for Christmas tree and pumpkin lots, for a maximum of 30 consecutive days per calendar year. Applicants shall provide the City with a refundable deposit or other form of surety acceptable to the Development Services Director.
- Outdoor promotional retail sales on non-residential development properties as authorized by the Development Services Director.
- Temporary trailers for short-term, non-residential use typically associated with the displacement of businesses during rehabilitation, equipment installation, or relocation.
- Outdoor seating, storage, and merchandise display for sales or displays of merchandise by a group of merchants with a special event permit.
- Parking for 10 or more spaces requires a unit plan.
- Model Home Complexes for new residential subdivisions.

## 4.0 URBAN DESIGN

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The urban design concepts contained in this section of the Specific Plan are consistent with the intent of the Reuse Plan and the Secretary of the Interior's Standards for treatment of Historic Resources. They recognize and promote the creation of an exciting new community that takes full advantage of the opportunities to be found in Mare Island's historic character, variety of open spaces, diversity of landscapes and lack of commercialism.

The Urban Design Section is organized to provide the general policies, development design standards, concepts and guidelines necessary to guide and facilitate reuse and development. These policies, standards, concepts and guidelines are concerned, at a diagrammatic level, with the physical development of the Island, including site design, architecture, landscape, walls and fences, street furniture, and signage. The Design Guidelines for the Historic District (~~see Section 8.4.2~~)(Appendix B.4) are to be developed to provide illustrated directions for following the Secretary of the Interior's Standards in implementing the urban design concepts discussed in this section of the Specific Plan. Given the particularly complex nature of Mare Island, the Design Guidelines for the Historic District are a very necessary tool to be used by property owners, developers and the City in designing and reviewing future development that will maintain the integrity of the Historic District.

### 4.1 URBAN DESIGN POLICIES

The overall design objective for the reuse and redevelopment of Mare Island is to look forward to the 21st century with the best of contemporary urban form, landscape and architecture while respecting its unique cultural and natural resources. The goal is to provide a balance between economic development and historic preservation. Mare Island represents an opportunity to create a convenient, walkable, mixed-use community surrounded by water and conservation areas.

#### 4.1.1 General Policies

The general urban design policies for Mare Island are intended to integrate historic buildings and landscape into the living, working dynamic of the new Mare Island community. These policies, as discussed in the **Cultural Resources Section (2.0)** of the Specific Plan, are particularly focused on preservation of the historic setting which, in addition to individual buildings and clusters of buildings, includes the circulation systems (streets and paths), landscape features (views, the Bay and Strait, wetlands and drainage ponds, and hills), vegetation (street trees and groves, horticultural collections, and lawns), open space (parks, plazas, and parade grounds), and furnishings (lighting, fences, benches, and public art).

The following general policies supplement specific Reuse Area Guidelines found in **Section 4.7**, below, and apply to all areas of Mare Island. **Figure 4-1 (Urban Design)** provides an illustrative overview of key urban design concepts for Mare Island.

- (A) Island Entrances. Develop strong Island gateways and entrance corridors at the Causeway and North Gate.
- (B) Street Grid. Reuse and extend Mare Island's existing street grid to provide an interconnected system of neighborhoods, land uses, and vehicular/bicycle/pedestrian corridors.
- (C) Street Widths. Maintain historic street widths where they are part of the established neighborhood setting and design the circulation systems for adjacent, new development areas using the established street widths as a way of extending the historic character of the Island.
- (D) Standard Specifications. Alternative design standards for the Island's infrastructure are to be considered where appropriate and as approved by the City to maintain historic character, including for street widths, curbs and gutters, on-street parking, sidewalk treatment and location, street light location, and landscape requirements.
- (E) Main Street. Establish Walnut Avenue as a historic "Main Street" spine connecting diverse uses with a central retail/recreational center. Orient building massing along Walnut toward the street. Streetscape improvements should enhance the historic character and be designed for bicycle and pedestrian use as well as for cars.
- (F) Shared Parking. Shared parking within a single property or among neighboring properties where a mix of uses produces peak parking demand at different times of the day is encouraged as a way to reduce the overall number of parking spaces required. Shared parking arrangements will be implemented through the Unit Plan process.
- (G) Off-Site Parking. When implemented in conjunction with appropriate Transit TSM programs, off-site parking, including for satellite and remote locations, can be considered as part of a development plan, as approved by the City, especially when it generates jobs, supports recreational land uses, facilitates special events and/or involves the reuse of historic buildings or groupings of buildings.
- (H) Alleys. Property access from alleys for parking, utility hook-ups and other types of service can be considered when compatible to site and building design.
- (I) View Corridors. Utilize Mare Island's east-west streets as view and circulation corridors connecting residential neighborhoods and employment areas with the waterfront and with the views, both east to the Strait and west to San Francisco Bay and, beyond, to Mt. Tamalpais.
- (J) Mix of Uses. Promote development that supports and expands the rich mix of land uses that have existed on Mare Island.



- (K) Waterfront. Develop the Mare Island Strait waterfront as an exciting urban space that includes public access and destination points. As is compatible with the historic setting, new, infill buildings shall be oriented toward the water.
- (L) Open Spaces. Utilize developed open spaces and natural areas as amenities for both residential and employment land uses and as an opportunity to provide pedestrian access and view corridors.
- (M) Building Setbacks. Building setbacks for new, infill buildings and for the rehabilitation of historic buildings in the Historic District shall be compatible with the established setting of an area, neighborhood or existing group of buildings. Setback areas shall be landscaped in a manner that is compatible with the historic setting of the area.

**Figure 4-1: Urban Design**

#### 4.1.2 Residential Development Policies

Residential development on Mare Island is intended to create high quality neighborhoods that are compatible with the surrounding historic and natural setting, as directed by the following list of design principles and standards:

- i Residential development should provide for neighborhoods of mixed densities and product types.
- ii New residential buildings shall be designed to reflect architectural themes and identified building prototypes (**Appendix B.1: Historic Guidelines**~~Historic Project Guidelines~~) that characterize specific buildings on Mare Island and in the City of Vallejo; residential development standards for height and for front, rear and sideyard setbacks shall be responsive to the established historic character of the surrounding area as part of the Planned Unit Development (PUD) ~~Master Plan through the~~ Unit Plan process.
- iii Neighborhoods should be pedestrian-friendly and designed to be oriented to community open space. Neighborhood design also should incorporate features from historic areas such as the Parade Grounds, Officer's Row, the Chapel, narrow streets, historic parks, and views.
- iv While housing types will vary, the comprehensive development pattern for neighborhoods will be that of an integrated system of streets, trails, and open spaces. Houses located on streets that border on neighborhood parks should be sited to front park uses.
- v The negative visual impact of driveways and garages should be minimized by a combination of variable setbacks, the use of detached garages, a varied mix of house types and by required street tree planting in parkway planter strips. Garages and garage doors should be secondary to and set back from the main architectural elevation of the home.
- vi Architectural styles should be varied but compatible within a neighborhood. Individual homes should vary the design and placement of garages, entries, porches, and other architectural elements in order to avoid a standardized "subdivision" appearance.
- vii Each neighborhood will have a distinct, identifying street system. Neighborhood streets may follow a modified grid pattern or a concentric net of radial streets. In hillside areas, streets and parcels should be designed to minimize both impacts to the existing slope and the need for extensive grading. Where there are neighborhood parks, they should be bordered by streets to increase visibility and access.

- viii Site grading should consider opportunities for enhancing views, particularly those from community and public areas such as parks and public streets.
- ix Accessory structures including patios and trellises, etc. for single and multi-family homes shall be subject to setback requirements as established in the approved Unit Plan for the subject subdivision.
- x Enclosed front or rear porches shall not be permitted, unless otherwise specified in the Unit Plan for the subject subdivision.
- xi Building additions to single-family homes shall be subject to Unit Plan review.
- xii The conversion of a garage to living area shall not be permitted on Mare Island..

## 4.2 SETTING AND SITE DESIGN

Because of the Shipyard's long history and its spurts of rapid and intense growth during World Wars I and II, Mare Island developed haphazardly. Some areas are carefully laid out in a defined pattern with open spaces and parking areas, while other areas have a random mix of buildings packed together without adjacent parking or setbacks from narrow streets. Some districts, such as Reuse Area 4, have a particularly strong concentration of historic buildings, while other areas are more defined by a historic landscape, such as the Marine Parade Grounds. The varying development patterns and the types of cContributing Resources, as well as its stunning environmental setting, provide Mare Island with much of its distinctive historic character.

Site design criteria for reuse and/or new infill development projects will include, but not be limited to the following:

- i Compatibility with existing development on and adjacent to the- project site;
- ii Provision -for landscaped areas designed to be compatible with the existing setting and for adequate parking areas, either on-site or off-site, that do not compromise the integrity of the historic setting;
- iii Provision of adequate physical and/or visual buffering between land uses; and
- iv Use of innovative design for reuse and/or new infill development that is responsive to the historic setting.

### 4.3 LANDSCAPE DESIGN GUIDELINES AND STANDARDS

Most of Mare Island has existing vegetation, which falls into one of two general categories: “natural” and “designed.”

“Natural” vegetation is defined as including the following types of habitats:

- i Wetlands (salt marsh, brackish marsh, and diked marsh) along the western side of Island, at the southern tip, and along Mare Island Strait near the southern end and north of the Causeway;
- ii Northern coastal scrub along the steep, south-facing slope at the southern end of Mare Island; and
- iii Coast live oak woodlands located near the summit of the “Hill” in Reuse Area 12.”

“Designed” vegetation is defined as resulting from human habitation and includes:

- i Non-native grasslands that are at the southern end of Mare Island, primarily on the “Hill,” in Reuse Area 12 and;
- ii The landscaped areas within the developed portion of Mare Island.

Most of the designed landscape has been in place for many years and a number of these areas are identified in the ~~Historic Guidelines~~ Historic Project Guidelines as ~~Contributing~~ contributing Resources-resources (**Appendix B.1**). The largest historic landscape is Alden Park in the Historic District. Alden Park contains a variety of exotic trees brought to the Shipyard throughout the past century by naval vessels. Other significant historic landscaped areas include Chapel Park, Farragut Plaza, Officers’ Row, Maine Parade Grounds, the area around the Marine Officers Quarters (M 1), the area around the Hospital complex; Clubhouse Drive Park, the palm trees on Azuar Drive, the Cemetery and the area around the historic quarters at the southern end of Mare Island.

Many of the designed landscaped areas outside the historic district are very distinctive and also are an important part of the existing setting for Mare Island. Examples include the plantings of Palm and Eucalyptus trees that dominate portions of the existing streetscape and that are used in conjunction with public open spaces, including along streets.

An important landscape design concept for Mare Island is to maintain and enhance significant existing rows and clusters of trees as a part of the new planting that will result from re-use development, as indicated in **Figure 4-3 (Landscape Concept)**. Key intersections that serve as entries to the Island or to neighborhoods or commercial districts are identified for special tree planting and landscape improvements. Uniformly planted rows of street trees are proposed for the grid of major access roadways. Palm trees shall be planted along certain streets where they exist and, in particular, to highlight the central, historic core area, including the portion of Walnut between “G” Street and the

core area. Evergreen trees that were used historically to screen certain areas shall be preserved and extended along the edge of the Waterfront Industrial Park.

Guidelines and standards for these and other landscape design concepts are described in the following sections.

**Figure 4-2: Landscape Concept**

#### 4.4 EXISTING LANDSCAPE

- i Significant wetlands shall be preserved and protected.
- ii Natural upland vegetation should be preserved and protected to maintain the integrity of the setting for the southern end of Mare Island.
- iii Designed landscape areas that are considered contributing resources are subject to the treatments discussed in the Historic GuidelinesHistoric Project Guidelines (Appendix B.1).
- iv Existing healthy, mature designed landscape should be preserved where practicable and should be incorporated into new landscapes by careful siting of streets and buildings and, to the extent possible, by protecting existing trees within their driplines during new construction. It is recognized that preserving mature trees and landscape is not feasible in all cases. Where a project requires removal of specimen trees and mature plantings, options should be explored for feasible relocation to other, appropriate sites where they can be a compatible part of the landscape setting.
- v Infill planting within existing landscaped areas shall respect existing landscape character and, in particular, historic landscape.

#### 4.5 NEW LANDSCAPE

- i New landscape is required, as appropriate to the setting of a neighborhood or area, for all projects requiring Unit Plan approval. The amount of required landscape shall be determined through the Unit Plan process in relationship to the overall project being considered. Depending on the setting, required landscape may include, street trees, planting along site boundaries and around buildings and parking facilities.
- ii New planting should reflect and reinforce the setting or character of the existing designed landscape on Mare Island, particularly the historic landscape, by using similar or compatible species and similar patterns and proportions of trees, shrubs and groundcover. Planting should be used to define street character, edges, transitions and buffers between uses, open spaces, and important civic spaces, subject to consistency with historic character.
- iii Existing significant vistas and view corridors to Mare Island Strait, including Carquinez Strait, San Pablo Bay and/or San Pablo National Wildlife Refuge should be considered in the design of street tree planting.
- iv Where appropriate to the historic character, new tree plantings should be used to define street edges and open areas. Existing trees should be supplemented with new trees of the same or compatible species in order to



preserve and reinforce the streetscape in the long term. Street trees should be selected, located and maintained so that they may grow to form a canopy over the street.

- v Street trees and other street frontage planting, such as hedges and shrubs, must be located to maintain acceptable line-of-sight conditions, as reviewed and approved by the City, while also seeking to maximize desired spacing patterns and design aesthetics.
- vi In residential areas, street trees should be spaced no more than 30 feet apart. As discussed in 4.8.2 (2), below, street tree spacing may need to be adjusted somewhat as one of several options for maintaining required illumination levels for street lighting and, for drivers, lines-of-sight acceptable to the City. Street trees should be at minimum 24 inch box size and of sufficient height to avoid damage when planted. Soil should be adequately conditioned and staking should be maintained for an adequate period of time to assure healthy establishment.
- vii Use of drought tolerant plants and drip irrigation systems is recommended. Lawn planting should be used sparingly.
- viii Edges of residential development abutting open space to the west should be planted to buffer views from nearby streets and other public spaces.
- ix In existing industrial areas, tree, shrub and vine planting along the public faces of perimeter walls and fences shall be required only where it does not conflict with the historic character.
- x Open spaces such as parks and greenways may be utilized for storm water detention during heavy storm periods.

#### 4.6 LANDSCAPE MAINTENANCE

All existing and new landscape should be maintained in a neat, clean and healthy condition. This maintenance, based on the type of landscape (natural, low-care, and high-care) may include day-to-day, seasonal, or cyclical pruning, mowing of lawns, weeding, removal of litter, fertilizing, replacement of plants with in-kind plants when necessary and, where appropriate, regular watering. Historic landscape should be managed and maintained in conformance with the standards discussed in the Secretary of the Interior's Preservation Brief 36, "*Protecting Cultural Landscapes: Planning, Treatment and Management of Historic Landscapes*," Charles A. Birnbaum, ASLA. The detailed specifications addressed by a maintenance treatment plan should include, but not necessarily be limited to the following:

- i Schedules for monitoring and for routine maintenance, organized in a calendar format;
- ii Appropriate preservation maintenance procedures;

- iii On-going record keeping of work performed;
- iv Division of a property into management zones; and
- v Training of maintenance staff in preservation maintenance skills.

#### **4.7 ARCHITECTURAL DESIGN GUIDELINES AND STANDARDS**

The architecture on Mare Island is varied and represents over 130 years of architectural styles and movements. Along with recognized, distinctive historic styles, there are a large number of buildings and structures that can be considered “utilitarian.” These buildings were constructed from the early 1900’s through the 1980’s, and are highly functional in their design and use of materials. These utilitarian, functional buildings contribute in an important way to the unique visual character of Mare Island as illustrated by Reuse Areas 3 and 5. Many of the industrial buildings in these Reuse Areas have exposed mechanical systems on the exterior walls, multiple oversized vents on the roofs, skylights with wire glass, and corrugated metal roofs.

##### **4.7.1 Existing Buildings**

- i Additions and/or alterations to contributing resources shall comply with the provisions of the ~~Historic Guidelines~~ Historic Project Guidelines (Appendix B.1).
- ii Additions and/or alterations to non-contributing buildings should be compatible with the mass, scale, architectural style, materials and details of the existing structure and should not detract from the character of any adjacent contributing structures or areas.

##### **4.7.2 New Buildings**

- i High quality architectural design that is of its time and compatible with the existing setting and adjacent historic buildings, as directed by the Secretary’s standards, is expected on Mare Island for new infill buildings. These new buildings should not be designed to mimic existing adjacent buildings by duplicating their exact form, material, style and detailing. Rather, they should be designed to be sensitive to the historic character of the setting in terms of size, scale, materials, color, and texture.
- ii New infill buildings adjacent to contributing resources may be contemporary in design or may reference design motifs from the historic building. In either case, they should complement the character of the setting and be compatible with historic relationships between groupings of existing buildings, landscape, streets and other distinguishing features within the setting of the neighborhood or area.

## 4.8 SITE FURNISHINGS GUIDELINES

Site furnishings, such as walls and fences, street lights, utility poles, transit shelters, benches, bicycle racks, parking meters, trash receptacles, drinking fountains, phone booths, planters, street signs, newspaper racks, and public art, can be found on Mare Island. Most of these furnishings lack a distinctive style or design and, for the most part, are strictly utilitarian. There are several types of streetlights, including the basic, utilitarian aluminum standards with extended arms that can be found throughout the City of Vallejo and other communities. There are also several distinctive types of streetlights, such as those located around Alden Park and Captains' Row which show a Victorian influence and those near Oklahoma (formerly 13th) Street and Azuar Drive which have a Streamline Modern look.

Of primary concern to the urban design plan are site furnishings generally located in or adjacent to the public right-of-way. The following guidelines are intended to provide developers with an overall sense of the urban design character that is considered desirable for streetscape and other publicly used space on Mare Island. These furnishings must, of course, meet City criteria and standards, especially for street lights and utility poles, and should be contemporary and compatible with the prevailing land use and architectural design character of the neighborhood or area. For example, in a predominately industrial use area, ornate streetlights would not be considered appropriate. In historic residential areas, existing civic design acorn style streetlights should determine the prevailing style for new and replacement streetlights. Comparable historic acorn style poles and fixtures also should be used in adjacent, new residential development areas.

### 4.8.1 Walls and Fences

In keeping with the urban design objective to promote an interconnected, street oriented, pedestrian friendly environment on Mare Island, the use of walls and fences should be minimized. Where walls or fences may be required, as determined through the Unit Plan process, the following guidelines should be utilized.

#### (A) Existing Walls & Fences

- i Existing fencing will be reviewed to consider its purpose in terms of security, separation of uses, and/or screening of unattractive activities. If it is determined that the existing fencing needs rehabilitation, modification or removal to reflect a well-maintained property, such requirements will be made part of the Unit Plan process.
- ii Existing fencing shall be retained when it is a significant part of the setting of historic properties.
- iii Existing barbed wire, razor wire, or similar fencing material will be removed when a site reused or developed if it is determined through the unit plan process that the fencing is not compatible with the overall character of the neighborhood or area. The City may require removal of existing fencing not associated with any project when it is determined that

it is not compatible with the area, serves no purpose and constitutes either a hazard or blight. Existing fences, where retained, should be repaired and repainted to reflect a well-maintained property.

**(B) New Walls & Fences**

- i New types of screening between buildings or properties may be required for existing businesses and for reuse or redevelopment projects, especially of a mixed-use character. The type, design, height, and location of physical separations and screening should be determined in the context of the project and should not conflict with the historic character. Criteria such as security, noise reduction, visual screening, separation of uses, sight distance limitation and other potential traffic hazards, view blockage and aesthetics will be used in making this determination. Fences or walls, as per the City standard, may not be higher than six feet.
- ii In residential areas, walls and fences should be avoided in the front yard area along the street frontage and front sideyards. Where they are determined to be necessary, the design of walls or fences should be compatible with the architectural style of the home and the historic character of the setting. Materials for visible fences (street frontage and front sideyards) should be wood, masonry, and/or wrought iron. Chain link fencing is not allowed for front yard areas.
- iii Fences along open space edges should allow views in addition to edge definition and privacy.
- iv Continuous sound walls should not be used along streets or open spaces.
- v Sides of walls and fences facing public rights-of-way should be landscaped in a manner that is compatible with the overall character of the neighborhood or area, which may include hardscape design.

**4.8.2 Exterior Lighting**

- i Exterior lighting design should be made part of exterior building design.
- ii Illumination levels for on-site areas such as surface parking and pedestrian walkways should be at a medium range that provides sufficient light for user safety without creating glare for adjacent properties. Standard levels of illumination should be provided along public streets and at key areas such as intersections and pedestrian crossings. Where street trees are planned, tree spacing, type of tree used and an established pruning program are examples of ways to insure that the required level of illumination can be maintained. After the spacing for street lights is designed, the variables for maintaining the required level of illumination, including tree spacing, can be designed accordingly. Lighting levels below those specified by Section 3.1.5 of the City of Vallejo Regulations

and Specifications for Public Improvements may be utilized for streets classified as residential in order to avoid over lighting of residential areas, as approved by the City Engineer.

- iii Existing streetlights that have a historic character should be retained if feasible. Where they must be replaced, the new streetlight poles and luminaries should be designed to match or resemble the old, as approved by the City.
- iv Street lights new and non-historic development areas should be between 25 and 35 feet in height, as appropriate to the project site, in order to complement the overall character and pedestrian scale of Mare Island. In historic and residential areas, street lights should be limited to approximately 16 feet in height to match the scale of existing light standards.

In circumstances where the location of an existing building and the required roadway width results in a sidewalk condition that does not meet ADA criteria<sup>7,3</sup>, alternatives to the City standard for the location of street lights in the public right-of-way or in a public utility easement can be considered. In consultation with the City on a case by case basis, feasible alternatives that maintain uninterrupted sidewalk width to ADA requirements can be considered. Examples include luminaries mounted on the building exterior, with the property owner's consent, switched and controlled with the regular street lighting system but maintained by the property owner, according to a required deed restriction.

Where non-standard street light locations are proposed, such as special designs selected to be compatible with existing, historic street lights or the more industrial design type proposed for parts of Azuar Drive and Railroad Avenue and some of the east-west streets in the more southerly industrial areas, their use would be as approved by the City to insure that they can be properly maintained and replaced, when necessary, by the City.

- v Light fixtures should be shielded or diffused to avoid glare to motorists, pedestrians and residents.

#### **4.8.3 Street Furniture**

- i In all reuse and/or development projects, an appropriate level of well-designed street furniture should be required as a pedestrian amenity. The type, location, and amount of street furniture, including benches, trash receptacles, and bus shelters shall be determined through the Unit Plan process. The design style of all street furniture shall be contemporary and compatible with the overall historic character of the area in which it is

used, as discussed in the ~~Historic Guidelines~~ Historic Project Guidelines (Appendix B.1).

- ii Bicycle racks are recommended for all non-residential uses. They may be required through the Unit Plan process for reuse and/or development projects with a high projected potential bicycle ridership as part of a transportation system management program for lessening parking demand.

#### **4.8.4 Public Art**

Public art includes fountains, sculptures, memorials, murals, decorative banners, and mosaics. There are currently two examples of public art on Mare Island: the eagle sculpture at the southwest corner of Building 521 and the sculptural tribute to Mare Island workers recently installed at the top of the “Hill” in Reuse Area 3B12.

- i Public art may be included in projects where it serves to enhance the overall character of an area, such as in the Historic Core or at an entry location.
- ii Public art, where it is used, should commemorate the history of the area or provide an interpretation of a place, event, building or group of buildings associated with its location.

#### **4.9 SIGNAGE**

One of the most striking things about Mare Island is the lack of signage. It is a unique experience to travel around Mare Island, through industrial and commercial areas, and not see commercial-type signs. Small signs identify former military uses of buildings; however, many of these have been removed as the Navy and its tenants have reduced their presence. Almost all buildings are posted with attached numbers assigned by the Navy. The reuse process, which will introduce new commercial uses and generate new jobs for the area, will by necessity require commercial signs in certain areas as well as a higher level of public signs throughout the Island to provide directional information.

##### **4.9.1 Existing Signage**

Existing signs on any building or area of Mare Island should not be removed or altered without approval by the City of Vallejo Development Services Department. For a sign to be removed or altered, it must meet the following criteria:

- i The sign does not contribute to the historic character of the building or the area.
- ii The sign is irrelevant to the present or proposed use of the building or area. Examples of this criteria include signs that identify a former tenant or use or that refer to the prior caretaker status of the building.

- iii The sign does not provide the building number or area identification. If it does provide such information, it must be replaced with an in-kind sign.
- iv The sign's removal or alteration will not irreversibly damage the building or area. Any damage to a building or area resulting from the removal or alteration of a sign shall be repaired immediately by the tenant to meet City approval.
- v The altered sign is in conformance with the new signage program for Mare Island, as described below.

The five existing freestanding, changeable copy signs on Mare Island may be used only by the City for informational, non-commercial purposes. No additional freestanding, changeable copy signs will be allowed.

#### **4.9.2 Sign Program**

As part of the Specific Plan, a unified sign program has been developed for all new public and private sector signs on Mare Island (Appendix C: Sign Program). The Sign Program provides standards and guidelines for a range of applicable sign types, including signs for entryways, wayfinding, and street address. Guidelines for commercial signs include business identification, freestanding (panel, blade, monument and retail center tenant directory), fascia (panel, blade, rail, and individual letters), and window located. The guidelines also address lighting as well as temporary, interim marketing and prohibited sign types. A photo gallery provides illustrations of what are considered handsomely designed signs appropriate to Mare Island. A final section discusses the sign permit process.

#### **4.10 URBAN DESIGN GUIDELINES AND STANDARDS BY REUSE AREA**

In addition to the general urban design policies and the guidelines and standards for Setting, Landscape, Architecture, and Site Furnishings that were discussed in the previous sections for all 13 Reuse Areas, the urban design plan also provides the following design guidelines and standards intended to preserve the established setting of individual Reuse Areas. A thorough analysis and description of the setting is part of the scope of the ~~Historic Guidelines~~ Historic Project Guidelines for the Historic District.

##### **4.10.1 North Island Industrial Park (Reuse Area 1A)**

The relative absence of historic resources enables Reuse Area 1A to be comprehensively redeveloped with new buildings.

- i Proposed buildings should be laid out in conformance with the established street grid system. Larger footprint buildings should be located in the western portion of the Reuse Area. Smaller buildings with more ample parking should occupy the eastern portion.

- ii As part of Mare Island's Waterfront Promenade, a public access trail will be incorporated into office/industrial development along the east edge of Reuse Area 1A from the Causeway to the pier.
- iii At the far northern end, between the pier and the Causeway, there are wetlands to the east which include a habitat conservation area. There will be a public promenade traversing the length of the area between the wetlands and the light industrial and office uses. This public access is intended to connect the pedestrian access points onto the pier and the Causeway. The type and intensity of the promenade adjacent to the wetlands will be designed based on consultation with BCDC. New development should be sited and buildings oriented to take advantage of the waterfront by providing view and access corridors.

#### **4.10.2 Northwest Industrial Area (Reuse Area 1B)**

The buildings of Reuse Area 1B are typically oriented to Mare Island's street grid as expressed by Azuar Drive and perpendicular east-west streets.

- i Any future buildings should respect the existing orientation of buildings to the street.
- ii Building layout should provide street frontage setbacks similar to existing setbacks and should provide adequate parking, service and loading.

#### **4.10.3 Town Center (Reuse Area 2A)**

The overall urban design objective for Reuse Area 2A is to establish a walkable, mixed use area that reinforces the existing street grid, focused on the Rodman Center (Building 545), on Walnut Avenue, and on a pedestrian-oriented "Main Street" that forms a north-south spine through the Area.

- i Principal building entrances of the Rodman Center and of other existing and proposed buildings along Walnut Avenue should be oriented to face the street.
- ii Where feasible, parking should be located behind the buildings.
- iii Building setbacks should establish a compatible building edge along the street and complement adjacent or nearby historic buildings.
- iv The building and entry configurations of the Rodman Center should be reflected in the layout of the new retail center to encourage visual connections for pedestrians. Retail development should reinforce the street edges of Walnut Avenue, G Street and Railroad Avenue, with parking shielded from view by buildings. Pedestrian spaces and outdoor seating may be provided on the interior or street edge of the retail center,



with easy access to the Walnut Avenue pedestrian corridor and Rodman Center.

- v A new “Rodman Lawn” should be provided at the intersection of Azuar Drive and G Street. This area may provide informal recreational uses associated with the Rodman Center. It should be landscaped in a manner that is compatible with the overall Town Center and may include an entry feature at the Azuar Drive, G Street intersection.
- vi The intersection of Railroad Avenue and G Street should be designed to have a major landscaped entry feature.
- vii The retail center should be designed to form an attractive entry into Mare Island. Buildings should be located to buffer the view of parking areas from the main streets.
- viii Healthy street trees should be preserved and supplemented by new trees to reinforce the character of the streetscape, especially along Walnut Avenue.
- ix The design of new buildings should complement the character of existing buildings that have been identified for preservation and rehabilitation.

#### **4.10.4 West Business Park (Reuse Area 2B)**

Reuse Area 2B includes two distinct locations that should be reinforced through new development: 1) a related group of buildings west of Azuar Drive and 2) a large, street-facing complex oriented toward Azuar Drive and Walnut Avenue that is comparable to the siting of the Rodman Center (Building 545).

- i The new buildings located west of Azuar Drive may be sited and designed to take advantage of the views to the wetlands and San Pablo Bay on the west. However, all parking lots should not be sited away from the view side and placed adjacent to Azuar Drive and A Street. Rather, locations for parking lots should be balanced in a way that minimizes their visual impact on both the view and street sides of the building. Parking lots should be landscaped to buffer views of parked cars and to reinforce a strong and attractive street edge.
- ii Alternatively, new development west of Azuar Drive may be oriented to the Azuar Drive frontage. In this case, building setbacks should be compatible with development along Azuar Drive in the rest of Reuse Area 2. Again, parking lot locations should be balanced between the street and view sides of the site and landscaped to buffer views of parked cars.
- iii The area east of Azuar Drive should comply with the Rodman Center guidelines and standards described above. New buildings should be sited to reinforce the street edges of Azuar Drive and Walnut Avenue, with

parking located behind the buildings and landscaped to buffer views of parked cars.

- iv Streetscape design should continue the street tree pattern and edge conditions found in the Rodman Center area.

#### **4.10.5 Waterfront Business Campus (Reuse Area 3A)**

Reuse Area 3A is conceived as becoming a high visibility, new business park that is oriented toward Mare Island Strait and the Vallejo waterfront.

- i Buildings generally should be in scale with the structures found in Reuse Area 3B.
- ii New office/R&D/light industrial buildings should be concentrated along the waterfront to maximize views from the buildings.
- iii Warehousing uses may be located along Railroad Avenue to provide efficient access.
- iv Commercial uses should be located along the northern boundary of the site in proximity to the Causeway and island entry.
- v Uses such as a Visitor's Center and Marketing Center may be located in existing Buildings 485 and 487, or in new buildings of a similar scale.
- vi Building locations should allow for view corridors and pedestrian access to the waterfront along the C and E Street corridors.
- vii The Waterfront Promenade will form the eastern edge of Reuse Area 3A, with lighting, seating, and planting along a continuous, public multi-use linear open space extending from the Causeway to the Historic Core in Reuse Area 4.

#### **4.10.6 Waterfront Business Campus (Reuse Area 3B)**

The urban design character of Reuse Area 3B is largely determined by the presence of the many historic resources that will be rehabilitated and by the new Waterfront Promenade, which will form the eastern edge of the site.

- i Infill development should generally match the scale, setbacks, and site relationships of the existing buildings that will remain.
- ii The Island-wide street grid should be extended and reinforced as a framework for existing buildings and infill development, to the extent feasible.

- iii Healthy street trees, if appropriate to the historic setting, should be preserved and supplemented by new trees to reinforce the character of the streetscape.
- iv Building locations should allow for view corridors and pedestrian access to the waterfront along the 7th Street and Kansas (formerly 5th) Street corridors. The eastern termini of these streets offer opportunities for waterfront access and special pedestrian and water-oriented activities.
- v The Connolly (formerly 3rd) Street terminus at the waterfront also should be accessible to pedestrians, as feasible given the rehabilitation of the buildings in that location.
- vi The Waterfront Promenade will form the eastern edge of Reuse Area 3B, providing a multi-use path, lighting, seating, and planting in a continuous public open space that extends from the Causeway to the north, to the Historic Core in Reuse Area 4 to the south.

#### 4.10.7 Historic Core (Reuse Area 4)

The center of the Historic Core is the Museum and adjacent Historic Core Plaza, defined on the west by the historic buildings that front on Nimitz (formerly California) Avenue and on the east by Mare Island Strait.

- i Nimitz (formerly California) Avenue should be designed to serve as a pedestrian street with limited vehicular access and with provisions for pedestrian-oriented street level retail.
- ii The Waterfront Promenade of Areas 3A and 3B is meant to terminate in the Historic Core Plaza in Reuse Area 4. From the Plaza, pedestrian connections are proposed to Walnut Avenue and other island destinations and pedestrian ways (*see Figure 3-3: Parks & Open Space*). Public access should be provided along the historic waterfront buildings and dry docks, where feasible given ongoing job activities in this area.
- iii Principal building entrances should be located on Nimitz (formerly California) Avenue, 8th Street, or between Building 45 and Building 65, and will be oriented to face the street.
- iv Infill development should complement adjacent and interconnected existing buildings that have been identified for preservation and rehabilitation.
- v Appropriate exterior design features include compatible contemporary additions using like materials such as brick, corrugated metal and wood and steel sash glazing to complement existing historic buildings. The rhythm and patterns of existing windows, doors, arcades, overhangs,

porches and other features should be considered in the design of infill development.

- vi Appropriate design treatments include expanses of new glazing using glass curtain walls and greenhouse-like pavilions, either as stand alone buildings or as connectors between wings or entire buildings with brick and metal cladding.
- vii Openwork metal structures which draw inspiration from existing equipment are encouraged, including gantry structures, cranes and hoists.
- viii Gable roofs with monitors are considered compatible roof shapes. Conversions of existing flat roofs to useable floor areas with open or canvas awning covered roof decks are encouraged.
- ix Building heights for new, infill buildings should be compatible with the general heights of ~~c~~Contributing Resources in the Historic Core, in accordance with the ~~Historic Guidelines~~ Historic Project Guidelines.
- x On the plaza, continued use of asphalt paving is encouraged. Such paving should be treated with an application of vinyl or other paint coatings as a decorative, directional or descriptive applied element.
- xi Landscape planting should be designed to complement rather than disguise the area's industrial character
- xii Sidewalks for strolling and outdoor dining are encouraged. Curb cuts and intersections should be minimized to avoid pedestrian/vehicular conflicts.
- xiii Where handicapped access ramps are necessary for existing buildings, such ramps should complement the architecture of each building served, to the extent feasible.
- xiv Lighting may be provided by street lamps compatible with an island-wide lighting plan and should retain, to the maximum extent feasible, any significant historic lighting that currently exists, either attached to existing buildings or freestanding.

Street furniture should be provided to complement the character of Historic Core.

#### **4.10.8 Waterfront Industrial Park (Reuse Area 5)**

The urban design character of Reuse Area 5 is influenced by the large scale nature of the site's existing buildings, as well as by the defining presence of the waterfront. The intent for the design of new infill buildings is to facilitate the "working waterfront" nature of this industrial area, which contains Dry Docks 3

and 4, Building Ways 3, Berths 13 through 20, and Piers 21 and 22 along the waterfront edge.

Most of the buildings are set back from the water edge, with the area closest to Mare Island Strait having been used formerly for the lay down of industrial supplies and products. Under the Specific Plan development program, industrial activities will continue in this area, and will include heavy uses, such as for manufacturing. In order to reuse some of the existing industrial buildings, additional lay down areas may be required, as is consistent with the established historic character of the Reuse Area. Public access along the waterfront in this area generally is considered incompatible with these uses, and may be routed from the Historic Core, possibly south onto Azuar Drive to Nereus (formerly 14th) Street and then along Railroad Avenue as far as the U.S. Army Reserve Facility.

- i New, infill buildings should respect and reinforce the scale and function of historic industrial buildings.
- ii Landscape improvements may be limited generally to major public streets in order to allow for efficiency in industrial operations and should respect the historic character of the Area.
- iii Site planning should provide for ample laydown space as well as for other requirements of industrial users, including demolition (in accordance with the ~~Historic Guidelines~~ Historic Project Guidelines) if necessary for reuse purposes.
- iv Future development in this area is to be both rehabilitation and new construction. In both cases, the final site design of the relationship between additions, new infill buildings and the waterfront will be determined through the Unit Plan process.

#### **4.10.9 North Residential Village (Reuse Area 6)**

The urban design form of Reuse Area 6 will reflect the varied nature of the residential products that are anticipated, including single family homes, row houses and multi-unit buildings.

- i The importance of Azuar Drive is expressed by the mansion-townhomes that front onto the street. These homes are accessed from smaller residential streets to the rear. The larger size and architectural character of these homes, which may include as many as 4 units, should reflect the significance and scale of this public corridor.
- ii Also on Azuar Drive there are a number of existing rehabilitated structures, Buildings 733/737, and the elementary school. These buildings should be renovated for uses compatible with and complementary to the adjacent residential neighborhoods.

- iii Townhomes in the northeastern portion of the area are envisioned as providing a higher density housing type that is compatible with residential development in the adjacent Town Center (Reuse Area 2A) and is considered appropriate along the major roadways. Alleys may be used for townhome access.
- iv Between Azuar Drive and Flagship Drive, a medium density neighborhood with small-lot, detached homes that also may be accessed by alleys, is planned. If developed, these homes should be laid out along a traditional residential street grid, which would provide convenient pedestrian access to the elementary school and other destinations.
- v West of Flagship Drive medium density homes may be located along a series of streets that create concentric circles around Crescent Park and the elementary school. Streets may be designed at widths characteristic of the adjacent, historic areas as a way of extending the historic fabric of the Island. This development pattern is intended to provide orientation and a distinctive identity for this neighborhood which is compatible with the older areas. A central east-west street with west-facing views to San Pablo Bay could be landscaped with a median to create an additional feature within the neighborhood.
- vi Also see the general residential development policies in **Section 4.1.2**.

#### **4.10.10 Community Park (Reuse Area 7)**

This Reuse Area is undeveloped at present and is planned as a community park to be a place for both active and passive recreational uses.

- i Passive uses may include trails.
- ii More active uses, such as ballfields, courts, play structures, and built facilities, may be concentrated in the portion of the park between Reuse Areas 6 and 8.
- iii Viewpoints along the wetlands may be concentrated in the western portion of the park area.
- iv The portion of the park that is adjacent to the Marine Parade Grounds should be designed in a manner compatible with the historic nature of the Parade Grounds.
- v A portion of the park may be designed as a low-lying meadow providing seasonal storm detention.
- vi **Section 4.4** contains additional guidelines and standards for parks and open space (*see also the Land Use Section on Parks and Open Space, 3.4*).

#### 4.10.11 South Residential Village (Reuse Area 8)

The urban design intent for Reuse Area 8 is to expand the historic urban character of Mare Island through a varied mix of residential and employment uses, interspersed with open space focal points, all of which are laid out along a regular, interconnected street grid of streets of a width found in the historic areas.

- i Higher density housing should be located closer to the University (Reuse Area 9) and Flagship Drive. This housing may include new condominiums and townhomes as well as condominiums created by rehabilitation of the Marine Brig and Barracks (Buildings 84 and M37).
- ii Medium density housing may be considered for the Parade Ground edge as a transition from Flagship Drive to single family zones. Along with the Marine Barracks to the east, mansion townhomes may be used to define and reinforce the Parade Grounds/Community Park edge along the north and south. ~~The Marine Officer's Quarters (Buildings M2, M3/M4, and M5) may be part of this open space frontage.~~
- iii Lower density, single family homes are proposed for that portion of Reuse Area 8 which will be the most distant from the major roadways. Larger lots may be considered for the more hilly terrain in the southern portion of Reuse Area 8.
- iv As in Reuse Area 6, residential access should be from residential streets or alleys rather than directly from Flagship Drive.
- v In the southern area, streets should be laid out in a looping pattern to reflect the existing landform. The hilltop is planned for a small park, Hilltop Commons.
- vi Site grading should maximize views to the west and minimize unnecessary grading and tree removal.
- vii The intersection of Azuar Drive and Oklahoma (formerly 13th) Street is considered an appropriate location for relocation of historic buildings, which should be sited and landscaped in a manner compatible with existing buildings such as M1 and H4/H5.
- ~~viii Building 866 is a large scale warehouse building at the corner of Azuar Drive, Bagley (formerly 12th) Street, Flagship Drive. If it is retained, the appearance of this building should be improved by strong landscape planting as part of street and site improvements.~~
- ixviii Streetscape improvements along Azuar Drive should preserve the historic landscape of Building M1, the palm trees at Oklahoma (formerly 13th) Street, and the planting in Club Drive Park.

~~xThe civic uses of Buildings 1003 (Day Care) and 902 (Adult Education Center) should be integrated into the relatively low density Reuse Area 8 by appropriate landscape planting and pedestrian routes.~~

~~xiix~~ Also see the general residential development policies in Section 4.1.2.

#### 4.10.12 University Area (Reuse Area 9)

The urban design character of Reuse Area 9 should be defined by the buildings and the outdoor spaces of the existing campus.

- i New site landscaping and buildings should reinforce the campus design character of this area.
- ii Street landscaping improvements should comply with the landscape guidelines in Section 4.4.2 (New Landscape).
- iii Campus entries and intersections should be visually defined by appropriately designed landscaping, signage and lighting.
- iv Entry to new development at the intersection of Flagship and Club Drives may be from Flagship Drive to make use of roadway improvements in that area.

#### 4.10.13 South Island Business Park (Reuse Area 10A)

This area is owned by the State and, after environmental clean-up is complete will be transferred to the City and then leased to the Master Developer (Lennar Mare Island, LLC. will be developed on a lease basis by the Master Developer for development through the Unit Plan Process. The proposed development program for the area is compatible with and should maintain the historic industrial character.

- i The master design plan for Reuse Area 10A should establish a simple, large-scale building footprint and street grid that is compatible with other industrial areas on Mare Island.
- ii Due to the extensive abatement of explosive and hazardous materials necessary in Reuse Area 10A, some of the historic resources may need to be removed. Where possible, historic resources should be retained (Buildings A31, A54, A49/65, and A266, and structures A276/Fire Alarm Tower and Berth 24 are the most noteworthy structures in this area).
- iii A significant laydown area is proposed for the north area adjacent to Berth 24, where rail and water access may call for storage and handling of materials. This laydown area should be provided as part of redevelopment of the north portion of the Reuse Area.



- iv Landscape improvements may be limited to major roadway streetscape improvements.
- v Public access along the waterfront in this area is uncertain from Reuse Area 10B and will be determined upon development of the U.S. Army Reserve facility.

**4.10.14 Army Reserve (Reuse Area 10B)**

Public access along the waterfront in this area is highly desirable, but uncertain. The development of the U.S. Army Reserve facility may preclude direct access from adjacent Reuse Areas. No special urban design guidelines or standards are developed for Reuse Area 10B.

**4.10.15 Golf Course (Reuse Area 11)**

Additional facilities, including an anticipated small retail development to support the current 18 hole golf course will be reviewed through the Unit Plan process. Landscaping should follow the standards and guidelines in **Section 4.3**.

**4.10.16 Regional Park (Reuse Area 12)**

Landscape design of the Regional Park should follow the standards and guidelines contained in **Section 4.3**.

**4.10.17 Open Space/Recreation (Reuse Area 13)**

The City of Vallejo may develop approximately 32 acres of Reuse Area 13 for active recreational uses such as baseball and soccer fields according to City standards. However, the restricted nature of much of the Reuse Area (60 acres under a RCRA), may suggest that consideration should be given, especially for eco-recreation and interpretative activities, according to the Landscape Design Guidelines and Standards in **Section 4.3**.

## **5.0 TRANSPORTATION**

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The Transportation element of the Specific Plan translates the challenges and opportunities posed by the Land Use Plan and Development Program into a system of transportation infrastructure improvements and management strategies. There are three major components of the proposed Transportation System.

- First, enhance the commercial value of the heavy and light industrial land uses by providing ample truck, rail and maritime goods movement capabilities to and from Mare Island.
- Second, create a network of bicycle and pedestrian paths, combined with transit services, that encourages non-motorized circulation, that reduces the dependence upon automobile use.
- Third, provide a street framework that serves circulation throughout Mare Island and that allows streetscape design that is sensitive to the historic nature of Mare Island.

Taken together, these three components have been designed to blend into a unified Transportation System that will accommodate the anticipated travel demands created by the conversion of Mare Island from defense to civilian uses. The Transportation System includes streets, railroads, barges, busses, bicycles, pedestrians, and, in the future, possibly ferries and aviation.

### **5.1 GENERAL TRANSPORTATION SYSTEM POLICIES AND GUIDELINES**

#### **5.1.1 Transportation Policies**

##### **(A) Introduction**

There are a number of underlying conditions and opportunities for access to Mare Island that govern the general policies for transportation. These conditions and opportunities are summarized as follows:

- Vehicular access to Mare Island is via the Causeway from the east and the State Route 37 Interchange on the north.
- Rail service is via the Causeway.
- Maritime freight vessels and/or commuter ferries may utilize the port facilities on Mare Island in the future.
- Aviation may access Mare Island in the more distant future via the construction of a sea plane base or reuse of the former naval helicopter landing sites.

- Off-Island Improvements: This Plan anticipates the planned improvements to State Route 37 and Wilson Avenue/Mare Island Way as approved by the City. Tennessee Street will be improved operationally. These improvements will facilitate access to the Island at the North Gate and over the Causeway.

**(B) On-Island Transportation**

The following general policies are proposed for all transportation system components on Mare Island. Specific issues will be addressed in later sections.

- The transportation system should build upon existing Mare Island infrastructure to provide facilities adequate to accommodate the travel demands associated with the implementation of the Specific Plan Development Program.
- The transportation system should reflect the historic nature of Mare Island. The character and scale of historic corridors such as Walnut Avenue should be preserved. Roadways should respond to right-of-way constraints at historic buildings and should retain mature street trees where feasible. Roadways should be modestly scaled to encourage lower travel speeds and pedestrian, bicycle and transit activity. Reasonable levels of peak period traffic congestion, as determined by the City (e.g. LOS "D" or better at certain intersections), are acceptable in order to protect the historic character of Mare Island.
- The street and roadway system should be designed to encourage pedestrian, bicycle and transit uses.
- A system of off street bicycle paths, bike lanes, and shared bike routes should be implemented to increase the attractiveness of this mode of travel.
- A comprehensive system of pedestrian facilities, including off street paths and sidewalks wherever possible, should be implemented to increase the attractiveness of pedestrian circulation and access.
- The system of bicycle and pedestrian facilities should be designed to provide a high degree of connectivity between the residential, recreational, employment and mixed uses of Mare Island to minimize, to the maximum extent possible, the number of inter-island automobile trips. The bicycle system should include off-street paths, bike lanes and shared bike routes, as appropriate. The pedestrian system should consist of sidewalks and trails, as appropriate.
- Transit service should be implemented, when additional funding sources can be secured, to connect Mare Island's residential, recreational, employment and mixed uses and to provide connections via the Causeway to the City of Vallejo's ferry terminal, downtown and transit center.
- Shared use of parking facilities by complementary mixed-uses is strongly encouraged to minimize the number of required parking spaces. However, in the

event that required space does not exist for adequate off-street parking, satellite or remote parking facilities may be required. On-street parking should be permitted wherever possible.

- Transportation infrastructure should be improved and/or constructed in a phased manner to ensure that improved and new facilities are responsive to the evolution of land uses on Mare Island.
- Transportation Demand Management (TDM) measures should be strategically utilized to reduce travel demand on Mare Island at the access gateways of the Causeway and at the State Route 37 interchange. Travel demand should be carefully monitored over time to determine the degree to which TDM measures are necessary. The TDM strategy must be developed and constantly refined to produce the amount of travel demand reduction that is deemed appropriate.

### 5.1.2 Roadway Policies and Standards

- i Railroad Avenue should serve as the principal traffic, truck and railroad artery on Mare Island, providing access from State Route 37 and the Causeway to the key industrial and employment center. Intersection and access/control along Railroad Avenue should be designed with this role in mind. Between Bagley Street (formerly 12th Street) and G Street, bussesbuses will use Railroad Avenue in the northbound direction.
- ii Walnut Avenue should serve as the primary pedestrian and bicycle corridor on Mare Island. Traffic volumes should be minimized, to the maximum extent possible, to enhance the attractiveness of this route for these uses. Between G Street and Kansas Street (formerly 5th Street), bussesbuses will use Walnut in the southbound direction.
- iii Azuar Drive should be designed to serve as the primary access to the residential, recreational, and mixed use components of Mare Island. Between Flagship Drive/Kansas Street (formerly 5th Street) and the roundabout, bussesbuses will use Azuar Drive in the southbound direction. The portion of Azuar Drive between the roundabout and Oklahoma Street, like the portion of G Street between the Causeway and Walnut Avenue, will carry two way buss traffic. Truck traffic on Azuar Drive will be necessary as far south as Connolly (formerly 3rd) Street to serve the light industrial uses.
- iv With the exceptions noted above, bussesbuses will not travel in both directions on any of the Mare Island roadways, given some of the narrow lane widths. To minimize concerns for noise and emissions from bussesbuses in residential neighborhoods, bus use will be kept off all but a small portion of Flagship Drive and all residential streets west of Azuar Drive, with the exception of a one block portion of Oklahoma Street between Flagship and Azuar Drives.

- v With the exception of the industrial and employment centers accessed from Railroad Avenue, truck traffic generally should be restricted to local access needs only.
- vi Flagship Drive should serve as the primary access to the residential land uses in Reuse Areas 6 and 8. Truck traffic should be restricted to local access needs only.
- vii The historic pattern of east-west streets connecting Railroad Avenue, Walnut Avenue, and Azuar Drive should be retained and enhanced. These streets should provide local access to Reuse Areas 2A-4.
- viii Residential streets should be developed to reflect the historic character of Mare Island. In general, residential streets should be two lanes, with sidewalks and street trees to provide an inviting environment. On-street parking on residential streets is discussed in the following item (ix). Sidewalks in residential areas should be separated, where possible, from the curb by a landscape strip designed to be a planting area for street trees and lawn or low-growing groundcover. Sidewalk materials may be color matched and scored concrete, according to City formula, with control joints, as required by the City.
- ix On-street parking is recognized as being required along the frontage side of residential streets and not required along non-residential streets. In consultation with and under the direction of the City, this standard should be balanced against the concern to maintain historic street widths. In balancing contemporary street design standards with considerations for protecting the integrity of the Historic District, alternative solutions for on-street parking should be considered as they are for contemporary standards for setbacks, landscaping and other basic aspects of site design. Alternative-standard solutions that are responsive to performance criteria for public safety and other critical concerns may be acceptable on a case by case basis and should be given serious, unbiased consideration by City staff and City leadership.
- x Alternative-standard cross-sections should be allowed where appropriate, as approved by the City, to avoid loss of existing, mature street trees and historic structures. Proposed street cross-sections are shown in Appendix D (Street Cross-Sections).

## 5.2 PROPOSED STREET AND ROADWAY SYSTEM.

The proposed street and roadway system for Mare Island is an enhancement of the existing street grid and is meant to complement the treatment of Mare Island's large number of cultural resources. The proposed street and roadway system is hierarchical, ranging from four-lane boulevards to alleyways and narrow historic district lanes.

The existing street and roadway system reflects the historic development pattern of Mare Island. In many areas historic resource considerations will impact the final design of the street and roadway system as the Reuse Areas develop. Important considerations include mature trees, historic buildings, open space and the shared use (vehicular/rail/bicycle/pedestrian) character of many of the streets. The existing street network characteristics are summarized below:

- i Compact network of modestly scaled streets and roadways;
- ii Close proximity of hundreds of historic structures;
- iii Hundreds of mature street trees; and
- iv Numerous active rail lines.

### 5.2.2 Roadway Elements

The proposed street and roadway system contains the following elements:

- i Vehicular access to Mare Island will continue to be via the Causeway from the east and the State Route 37 Interchange on the north.
- ii North-south traffic corridors will be Railroad Avenue, primarily for employment/industrial land uses, and Azuar Drive, primarily for residential and civic land uses. Flagship Drive, a new curvilinear landscaped street, will connect residential neighborhoods with Azuar Drive. Walnut Avenue will be used primarily as a low volume<sup>7,2</sup> bicycle and pedestrian oriented "Main Street."
- iii East-west traffic corridors will continue to be the existing series of low volume streets with the exception of "G" Street, which will connect the north-south streets with the Causeway.
- iv Streetscape design will be characterized by modest street and lane widths and compatible use of landscaping and street trees. In general and where possible, sidewalks should be separated from the curb by a landscape strip designed to be a planting area for street trees and lawn or low-growing groundcover. Sidewalk materials may be scored concrete with control joints, as required by the City and color matched according to established City practice (typically ¼ pound of lamp black per sack of cement).
- v ~~An assumption of a lower than Level of Service (LOS) D on certain streets during peak periods may be necessary need to be made~~ in order to maintain the historic ambiance of Mare Island.

The proposed street and roadway system includes the following the categories:

- i **Major Residential Collector:** Flagship Drive is planned to be a two-lane facility with a landscaped median. Its function is to carry traffic between different areas of the Island, providing through access to residential streets which, in turn, provide access to adjacent land uses.
- ii **Boulevard:** Boulevards are the primary backbone roadways for Mare Island. They function as main traffic handling arterials and may have four to six traffic lanes. Boulevards collect and distribute traffic from major off-island roadways to lesser on-Island streets. Boulevards have the greatest capacity and carry the highest level of traffic of all the on-Island roadways.
- iii **Avenue:** Avenues represent the second tier of on-Island roadways. As such, they serve to connect the major boulevards with the lower levels of roadways such as residential and commercial streets. While avenues do provide some access to adjacent land uses, their primary function is to collect and distribute traffic between the major capacity carrying boulevards and the lesser land use serving streets.
- iv **Commercial Street:** The primary function of a commercial street is to provide access to adjacent commercial land uses. Commercial streets are, typically, two lane facilities which may or may not provide on-street parking.
- v **Residential Street:** Residential streets are two lane roadways which provide access to adjacent residential land uses. Their primary function is to carry traffic from residential land uses to larger traffic carrying facilities such as parkways, avenues and boulevards. Residential streets are required to have on-street parking on both sides but, with approval from the City Engineer and in consideration of specific conditions, this requirement may be modified in order to maintain roadway widths that are in character with the context of a proposed development plan or consistent with the setting of the Historic District.
- vi **Alleys and Lanes:** Both alleys and lanes are narrower access ways that, in some cases, may carry traffic in only one direction. In particular, alleys are frequently used in residential development areas to provide access to garages and service facilities located at the rear of lots and to eliminate curb cuts and driveway access from residential streets. As subject to specific conditions and as required by the City, alleys may need to be dedicated as private roadways and maintained by a funding mechanism mutually acceptable to the City and the developer. Such funding mechanisms shall be established prior to issuance of building permits. The covenants, conditions and restrictions of all deeds issued under such requirements shall contain provisions detailing the required participation by both parties in funding maintenance of these private roadways.

- vii **Historic Street Character:** Typically, streets on the Island are two lane facilities. They are often narrower than streets in other parts of the City that have been designed to contemporary roadway standards. In the industrial use areas there are conditions where the roadway is shared with or crossed by railroad lines that currently are used by freight trains. Especially within the Historic District, alternative roadway design standards that are acceptable to the City are encouraged in order to maintain the existing, historic roadway cross-section and character. The accompanying Design Guidelines for the Historic District (**Appendix B.4**) include numerous sections on street infrastructure.

The overall street and roadway system for Mare Island is illustrated in **Figure 5-1 (Street Framework)** and in **Appendix D (Street Cross-Sections)**.



**Figure 5-1: Street Framework**

### 5.2.3 Roadway Configurations

The traffic analysis for the amended and restated Specific Plan subsequent EIR, working with the Plan's preliminary transportation studies and other city traffic studies and models, provides details on the travel demands placed on the Mare Island street network. In order to support the expected amount of vehicular traffic at build out of the Reuse Areas, the existing street network should be revised to accommodate increased traffic flows. Due to the close proximity of a substantial number of historical buildings, it is anticipated that the lane widths and side clearances for trains will be constricted. (See also, Appendix D: Street Cross Sections for a detailed depiction of the various cross-sections, and the constraints along Railroad Avenue).

The configuration of major streets is discussed below. All other streets will retain their historic configurations.

- i Railroad Avenue between G and Connolly (formerly 3rd) Streets is the major truck and rail access route. It should be configured as a four-lane facility with a median/turn lane for left turns at intersections.
- ii Railroad Avenue between Connolly (formerly 3<sup>rd</sup>) and 8th Street should be configured with two lanes plus a lane for the railroad tracks, which may vary from a median location to the west side of the roadway.
- iii Railroad Avenue between Bagley (formerly 12th) and 15th Streets should be closed to public access, due to safety concerns related to the heavy industrial uses in the area. Truck traffic should utilize Nimitz (formerly California) Avenue between 12th and 15th. A comparable consideration also applies to Connolly (formerly 3<sup>rd</sup> Street) to 8<sup>th</sup> Street. This latter length of roadway also may require elimination of some bunkers.
- iv The railroad tracks should be located in the median/turn lane between E Street and 8th Street. Between Connolly (formerly 3rd) Street and Bagley (formerly 12th) Street, the railroad would share the outside southbound travel lane. Past 8th Street, the railroad tracks return to the median turn lane. At Building 1310, the railroad tracks transition again to the outside southbound travel lane. Between Bagley (formerly 12th) and 15th Streets, the roadway becomes closed to public access.
- v Azuar Drive should be configured as a four-lane facility, with a median and left turn lane lanes at intersections between Flagship Drive and Railroad Avenue near the SR-37-87 entry in the North Island Reuse Area (1A). South of Flagship Drive, the configuration should be one lane in each direction. Truck access on Azuar Drive south of G Street to Connolly (formerly 3rd) Street, which is necessary to service light industrial development, should be discouraged during peak traffic times.
- vi Walnut Avenue should be configured to provide a single lane in each direction. This street will serve as the primary transit, bicycle and

pedestrian corridor on Mare Island. Except for local deliveries, truck access should not be permitted on this street.

- vii Flagship Drive should be configured to provide a single lane in each direction, with a landscaped median. As a new roadway through the central western portion of the Island, the alignment must be designed in accordance with current engineering standards for curve radii and intersection configurations while also seeking to also avoid impacts to federally protected wetlands and, to the extent possible, to minimize negative impacts to significant topographic features, mature landscape and contributing resources in that portion of the Historic District. Except for local deliveries, truck access should not be permitted on this street.
- viii G Street should be configured as two lanes in each direction plus a median/turn lane between Railroad Avenue and Azuar Drive. Trucks generally will need to use G Street to access Azuar Drive, but larger trucks should be encouraged not to go west of Railroad Avenue during peak congestion periods.

### 5.3 INTERSECTIONS

The need for future signalization will be based on the traffic volume forecasts provided as part of the subsequent EIR for the amended and restated Specific Plan. The majority of the intersections on Mare Island will remain unsignalized, with stop signs on the east west streets to control access to the major north-south corridors. However, certain locations are expected to require signalization, based on travel demand forecasts in order to maintain an acceptable LOS, especially during peak travel periods. Signalization also provides additional opportunities for pedestrians and bicyclists to cross major intersections, enhancing non-motorized connectivity.

Based on the Development Program, traffic signals may be necessary on Railroad Avenue at G, A and Connolly (formerly 3rd) Streets. Access to Railroad Avenue should be restricted north of 8th street to fully signalized intersections. In addition, turning movements at unsignalized intersections may need to be restricted.

Traffic signals may also be appropriate on Azuar Drive at the following three intersections: G Street, A Street, and Flagship Drive. The remainder of the streets intersecting with Azuar Drive should be side street stop controlled, with left turn bays on Azuar Drive. Of particular concern is the Azuar Drive roundabout. This facility needs to be carefully designed to ensure that it includes adequate signing, striping, approach tapers and a large radius to accommodate the five proposed intersections or "legs". The operation of the roundabout will need to be carefully monitored over time to ensure that it continues to operate at an acceptable LOS.

Traffic signals may also be appropriate on G Street at ~~three~~ three intersections, Railroad Avenue, Walnut Avenue and ~~and~~ Azuar Drive. However, as the Reuse Areas develop, it

may be necessary to install a signal at the intersection of G Street and Walnut Avenue, interconnected with eastbound Azuar Drive.

#### **5.4 CAUSEWAY**

Truck, ~~automobile and future transit and automobile~~ access to Mare Island from the east will continue to share the Causeway, which is also the sole access route to Mare Island for rail, pedestrian and bicycle traffic. Best efforts should be made to direct most truck traffic to the north gateway (SR-8737) and to discourage trucks on the Causeway during peak use periods. The existing 30-foot wide structure is striped for three lanes (two westbound and one eastbound) with the railroad tracks aligned down the center of the structure. The overall roadway width is 30 feet.

The transportation systems concept for the Causeway is to continue the use of three 10-foot lanes without a shoulder. The center lane is designed to be reversible to support peak period traffic flows. The lane widths are recognized as being restrictive (the width of the structure being a critical constraint) and, thus, the Causeway has a lower hourly capacity than would otherwise be expected if the lanes could be widened.

Another important factor in the operation of the Causeway is the traffic operations at Railroad Avenue/G Street to the west, and Mare Island Way/Tennessee Street to the east. Enhanced queue storage will be required at both of these intersections to avoid low LOSs. The traffic demand should be carefully monitored over time to determine what, if any, TDM strategies should be implemented to maintain an acceptable LOS during peak travel periods.

The Causeway configuration also requires provision for train approach warning devices to be located at each end that would be activated by the approach of a train. The Causeway would then be closed to traffic while trains are crossing the structure. The current level of service is for one train to cross the Causeway in each direction each weekday. Rail service is not operated on weekends at this time. In order to maximize the capacity of the Causeway, train and truck movements should be restricted to non-peak traffic periods. Ideally, the bridge also would not be raised during peak traffic periods.

#### **5.5 STATE ROUTE 37 INTERCHANGE**

The State Route 37 and Railroad Avenue interchange will continue to serve as the northern truck and automobile access to Mare Island. This facility was originally designed to control access to the naval base and, thus, is not well suited for use in a civilian environment. In order for this facility to accommodate expected traffic levels, the existing ramps will have to be re-configured as described in the State Route 37/Mare Island Interchange Final Design Project Report (PR). The PR recommends that the southern ramps from State Route 37 to Railroad Avenue and Walnut Avenue be widened and that the curvature be increased to 74 meters. These changes will permit higher traffic speeds and increased throughput. In addition, the former North Gate to the base should be removed. Lastly, ramp metering should be installed on the transition from northbound

Railroad Avenue to eastbound State Route 37. The ramp metering should be installed when actual traffic demands and operations on State Route 37 eastbound warrants.

## 5.6 TRANSIT

At present, transit service on Mare Island consists of one or more private shuttle vans that operate on an interim basis for special events when funding is available. There are regional bus services providing access to the Main Gate area and connecting with the City of Vallejo, including the ferry terminal across the Strait from Mare Island.

As new development on Mare Island proceeds, a local bus transit service should serve Mare Island to reduce vehicular congestion on the Causeway. The bus service would loop through the central portion of the Island with an extension south along Azuar Drive with a return loop west along Oklahoma (formerly 13th) Street to the new Flagship Drive. At the intersection of Club and Flagship Drives, the bus route would begin a return route north along Club Drive. At some point in the future, there could be a future extension south to the Forest Service office complex. North of the Oklahoma Street intersection, the ~~busses~~buses would travel north along Azuar Drive to the traffic roundabout where they would take Bagley (formerly 12th Street) east to Railroad Avenue and, then along Railroad north back to G ~~Street~~ Street. An additional loop service could be developed along Walnut and Railroad Avenues to service the North Island. (see **Figure 5-2: Transit Service**).

This transit service route connects the residential, institutional, employment, historical and recreational areas to each other and to the City of Vallejo's ferry terminal, downtown and the transit center. Bus stops, as shown conceptually in **Figure 5-2**, should be located to be within a five (5) minute walk of a majority of the residential and employment land uses on Mare Island. Funding for transit service modes has not been identified.

**Figure 5-2: Transit Service**

## 5.7 BICYCLE AND PEDESTRIAN

The existing bicycle and pedestrian network of off-street pathways, sidewalks, and on-street bike lanes should be interconnected in order to enhance the overall attractiveness of these modes of access. The compact nature of development within the Reuse Areas, together with the historic reliance on these modes during the military's use of Mare Island, creates the potential for a large number of residents to walk or bike from their homes to their workplace. The bicycle and pedestrian network should provide a high degree of convenient connections between the residential, recreational, employment, and educational uses on Mare Island and should minimize the number of intra-island automobile trips (*see Figure 5-3: Bicycle and Pedestrian Routes*). See also **Appendix D (Street Cross-Sections)** for a depiction of the locations and widths of sidewalks and bicycle pathways.

The designation of bike routes should indicate to bicyclists that there are particular advantages to using these routes as compared with alternative routes. This means that responsible agencies have taken actions to assure that these routes are suitable as shared routes and will be maintained in a manner compatible with the needs of bicyclists. Normally, bike routes are shared with motor vehicles. Whenever possible, the bike paths and walks provided on Mare Island should connect to existing or proposed facilities being provided by others.

There are three types of designated bikeways or routes planned for Mare Island:

- Class I Bikeway/Multi-Use Path: Off-street
- Class II Bikeway: On Street, Dedicated Lane
- Class II Bikeway: On-Street, Shared Use Sign Designation

~~There are two types of designated bikeways or routes planned for Mare Island:~~

- (A) ~~Class I Bikeway: Off-Street~~ Class I Bikeway/Multi-Use Path: Off-Street

An off-street, multi-use Class I bikeway/path is proposed around the east and west edges of the developed portion of Mare Island and along Walnut Avenue. Due to the developed nature of the Island, these facilities would not in all cases include all elements of a typical Class I/multi-use path, such as a continuous route with limited interruptions, grade-separations, wide intersection approaches, and signage.

~~An off-street, multi-use Class I bikeway/path is proposed around the east and west edges of the developed portion of Mare Island and along Walnut Avenue.~~ The West Island shared bikeway/path generally follows the alignment of Azuar Drive and Flagship Drive, with an extension along Nereus at the Marine Parade Grounds for a connection with a future pathway to the open wetlands area on the west side of the Island. An East Island shared bikeway/path is proposed as part of the Waterfront Promenade that would connect

along 8th Street with the Walnut Avenue bikeway/path and follow the alignment of Walnut Avenue and Club Drive southward to end at the proposed Regional Park (Reuse Area 12).

The West Island shared bikeway/path would also extend north of the Waterfront Promenade through the easterly portion of Reuse Area 1A to connect with the pier and the San Pablo Bay National Wildlife Refuge. There ~~also~~ would also be a connector bikeway/path along the northerly edge of Reuse Area 1A to the West Island bikeway/path along the portion of Azuar Drive north of G Street. A multi-use path along the south side of G Street also would connect the East and West Island bikeway/paths at the Causeway, which could provide a direct connection with the City of Vallejo waterfront.

**(B) Class II Bikeway: On-Street, Dedicated Lane**

Class II bikeways require pavement markings identifying a separate, on-street lane for bicycles. A Class II bikeway is proposed along Flagship Drive from Azuar Drive to approximately Nereus Street. As discussed above, a multi-use path along the west side of Flagship Drive also would be part of an overall bikeway/path network and would serve the residential neighborhoods in this portion of the Island.

**(C) Class III Bikeway: On-Street, Shared Use, Sign Designation**

Class III bikeways, or bike routes, provide for shared use between bicycles and motor vehicles. Class III bike routes are designated through the installation of bike route signs (G93) and do not require pavement markings of any kind. Sidewalks should not be used as Class III bikeways. A Class III bikeway is proposed as part of the Azuar Drive roadway between the Kansas (formerly 5th) Street intersection and the roundabout.



**Figure 5-3: Bicycle And Pedestrian Routes**

## 5.8 TRUCKS

Trucks provide for the movement of goods to and from Mare Island via both the Causeway and the State Route 37 interchange. The primary truck routes will be along Railroad Avenue, Azuar Drive south to Connolly (formerly 3rd) Street and G Street. During peak traffic periods, trucks should be discouraged from Azuar Drive south of G Street and should be encouraged to use Railroad Avenue. (**Figure 5-4: Truck and Rail Routes**), which is the recognized primary truck route for most of the industrial development on the Island.

## 5.9 RAILROAD

As a major Navy installation, Mare Island had an extensive network of railroad tracks connecting the outer weapons storage areas with the docks and warehouses and with the mainland via the Causeway. Of the approximately 47 miles of track on the former base, 22 miles are still active and are concentrated on the eastern side of Mare Island. The availability of rail service will be continued as part of the development plan for the waterfront adjacent Reuse Areas. The existing spur rail lines provide an incentive for heavy industry to locate on Mare Island and, assuming a feasible, joint funding mechanism for necessary upgrades and maintenance, creates an opportunity for commercial maritime use of the piers in the future.

The rail network for the Reuse Areas consists of a line accessing Mare Island via the Causeway, a branch north via A Street and Azuar Drive, and a branch south along Railroad and Nimitz (formerly California) Avenues. A small yard for car storage and switching (arranging cars in proper order for delivery) is located west of the Causeway along A Street and Dump.

The transition of Mare Island from military to civilian use necessitates a thorough review of railroad safety issues, as the island now comes under the jurisdiction of the California Public Utilities Commission (CPUC). CPUC regulations pertaining to side clearances (General Order or G.O. 26-D), walkways (G.O. 118), and train warning devices to protect at-grade crossings (G.O. 75-C) are much more comprehensive in nature than those used by the Navy. In a survey conducted on March 18, 1997 with representatives of the California Northern Railroad (the company operating the tracks and providing service to the rail customers on Mare Island at that time) 85 distinct items of concern at 35 locations were noted. These locations were mainly along Railroad Avenue and Azuar Drive, both of which are shared by tracks for low speed lead trains to access customers. Coordination with the CPUC has been an ongoing aspect of making necessary amendments and restatements to the 1999 Specific Plan, including discussions of compliance and implementation.

A majority of the items noted relate to side clearances and, in particular to switch stands (used to align rails to diverging points) or to signs placed to close to the centerline of the track. The other concerns relate to crossings that are currently not marked and to poor trainman walkway conditions. The proposed cross-sections for the redevelopment of the streets on Mare Island address G.O. 26-D side clearance and G.O. 118 trainman walkway

concerns. The most expensive improvements are the need to install or upgrade active train warning devices on the approaches to the Lift-Bridge, Cedar Street and Walnut Avenue. Funding for these improvements will be determined as part of ongoing negotiations between the Master Developer, the users of the freight rail service, the City of Vallejo, and the railroad service provider. **(Figure 5-4: Truck and Rail Routes)**

**Figure 5-4: Truck and Rail Routes**

## **5.10 MARITIME FREIGHT**

Mare Island's location in the northern reaches of San Pablo Bay, with access to the Mare Island Strait, the Sacramento Delta and San Francisco Bay, creates the potential for large scale maritime freight movements to and from Mare Island. The existing infrastructure along the east side of Mare Island was designed primarily to support the movement of large quantities of maritime goods. It is recognized that more intensive maritime freight activities than are anticipated by the current Specific Plan may be appropriate in the future. These more intensive maritime activities may require some dredging ~~and~~ and a separate environmental assessment.

## **5.11 AVIATION**

The Navy maintained two helicopter landing sites on Mare Island. One was on the Marine Parade Grounds. The second was on a parking area on Walnut Avenue. No fixed wing aircraft facilities existed. The Federal Aviation Administration has indicated that new approvals will be required to reuse either of these sites as a civilian landing site. There is the potential to create a future sea plane base along a shoreline; however, a specific site has not been identified at this time and such a facility is not part of the Specific Plan Development Program.

## **5.12 FERRY**

A ferry pier potentially could be located along the Waterfront Promenade near 7th Street. This service could connect Mare Island, the mainland area of Vallejo and, potentially, to San Francisco, Tiburon, Larkspur and other points along San Pablo Bay and the Sacramento Delta region. In the event that a ferry pier is constructed, the initial service would be peak period only to San Francisco and the City of Vallejo. In the near term, no ferry service from Mare Island is anticipated. Until there is such service, Island residents who want to take the ferry must travel via the Causeway to the existing City of Vallejo ferry terminal, which is located directly across the Strait.

## **5.13 WATER TAXI**

Water taxis could potentially serve locations on the east side of Mare Island Strait and along the Waterfront Promenade (centered on the Historic Core Plaza). If feasible, the water taxi could operate along the Mare Island Strait to the Regional Park area, as well as to other destination areas in the vicinity.

## **5.14 PARKING**

Parking typically will be provided in the industrial areas in the form of off-street surface parking lots. In the historic and low density residential areas, on-street surface parking will be provided as appropriate. In the higher density residential areas, off-street surface parking will be provided as appropriate. To the extent possible, shared use of parking facilities by complementary mixed-uses should be a standard practice for minimizing the size of required parking facilities, especially within the Historic District where contributing resources need to be protected. The compact, mixed-use character of

development on Mare Island, combined with the multi-modal emphasis on transit, bicycle and pedestrian infrastructure makes lower parking requirements feasible as part of an overall transportation systems management program (TSM). Where feasible and as approved by the City, on-street parking may be provided, but will not be counted as part of the parking requirement.

The City of Vallejo Zoning Ordinance provides off-site parking requirements for specific land use types. Under the Specific Plan, alternative parking ratios are allowed, with City approval, only where there is reuse of existing buildings for non-residential purposes, as follows:

#### 5.14.1 Residential Use

Parking for residential development shall be provided according to the City Municipal Code, Parking Ordinance.

#### 5.14.2 Commercial Use

Many of the on-site parking requirements found in the Zoning Ordinance for non-residential uses are given on a square footage basis and on an employee basis, with the final parking requirement based on the higher of the two. The Specific Plan objective is to establish reduced parking requirements for projects that reuse existing buildings. The parking requirements for commercial uses in new construction are those that required by the City Municipal Code.

The recommended reductions are intended to provide an incentive for reuse that are based on the projected employment densities for land uses, that include retail, office, warehouse, light industrial, and heavy industrial. With the exception of retail, the number of employees per land use was considered to be the most appropriate basis for determining the number of parking spaces. Anticipated employment densities for Mare Island reuse projects are anticipated as follows:

- retail—one employee per 400 square feet of floor area
- office—one employee per 425 square feet of floor area
- warehousing—one employee per 1,200 square feet of floor area
- light industrial—one employee per 600 square feet of floor area
- heavy industrial—one employee per 800 square feet of floor area

Data contained in the Institute of Transportation Engineers (ITE) Parking Generation 2nd Edition was utilized to determine parking requirements based on employees. This resource document contains nationwide parking surveys for office buildings and is a nationally recognized guide for estimating parking demand for various land uses. ITE indicates an average peak parking demand rate of 0.79 spaces per employee for a general

office land use, given an employment density of one employee per 425 square feet, which results in one parking space per 525 square feet ( $= 425 / 0.79$ ).

Given that specific site plans have not yet been developed, general recommended Specific Plan parking requirements for Mare Island reuse are based on square footage utilizing: a) the projected employment densities, (b) the City of Vallejo Municipal Code parking requirements and (c) the ITE data.

**Table 5-1** presents the recommended general parking requirements for non-residential Mare Island reuse projects. If employment densities for a proposed reuse development significantly deviate from those assumed in making the general parking requirements, the required parking for the project should be based on the actual number of employees and not on square footages.

**Table 5-1: Recommended Parking Requirements for Reuse of Existing Buildings**

LAND USE	PARKING RATIO
Retail	one space per 250 square feet of floor area
Office	one space per 475 square feet of floor area [Revise]
Warehousing	one space per 1,800 square feet of floor area
Industrial	one space per 900 square feet of floor area (light industrial) one space per 1,200 square feet of floor area (heavy industrial)
Source: Fehr & Peers Associates, 2001.	

The parking requirements described above generally apply to stand-alone uses and do not take into account the effect of shared parking which can be used when a reuse project is planned to include a proper mix of land uses that do not all have peak parking demand over the same time periods of the day. Consequently, the parking requirements for such a mixed-use facility may be less than if the uses were considered individually. Once detailed site plans are developed, a more site specific parking analysis should be performed to determine the effect of shared parking in mixed-use areas. Reuse Areas that should be considered for a shared parking analysis include 2A, 2B, 3A, 3B, and 4.

Through the Planned Development Unit Plan Process, voluntary deed restrictions will need to be created by the owner or owners for shared parking areas as well as legally binding agreements for public access during identified hours. Shared parking agreements should be extended to adjoining properties with deed restrictions making parking spaces available to adjacent developments. Special criteria for mixed-use projects should be developed that describe the mix of land uses and ratios for parking requirements. If developments meet these criteria, the projects should not be required to obtain a special use permit for a reduced ratio of parking spaces to square footage of development.

Design and access for shared parking areas, including size and types of spaces, shall be subject to review by the City as part of the Unit Plan review process. Maintenance of shared parking areas will be funded as part of the deed restriction agreement and, where appropriate, by the landscape and lighting assessment district or a commercial maintenance district.



## 6.0 UTILITY SYSTEMS

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### 6.1 BACKGROUND

The infrastructure study commonly known as the “Mare Island Utilities, Operations, Maintenance and Capital Improvement Plan” (July 1997), evaluated the conditions and capacities of the water, sewer and storm drainage systems existing at that time on Mare Island and made recommendations for the reuse of these systems based upon the City’s Reuse Plan for Mare Island. Commonly referred to as the “Mare Island Reuse Infrastructure Study” (MIRIS), this document was an appendix to the 1999 Specific Plan.

MIRIS provided the basis for the Master Utility Plans (MUP) for the proposed Mare Island development. The MUP is included as Appendix A to the Specific Plan and an overview of its contents is provided below. Where necessary, changed conditions, new information and upgraded facilities which have occurred since MIRIS was completed have been discussed and incorporated as part of the MUP.

The MUP contains detailed discussions on the following subjects:

- Basis of utility design and engineering calculations;
- Changes to the utility infrastructure since the completion of MIRIS;
- Diagrammatic maps of Mare Island showing proposed utility system improvements; and
- Utility system phasing.

Utility system demands at ultimate buildout have been updated based on the Specific Plan Development Program (Table 3 2). This demand information, which supersedes the calculations in MIRIS, is the basis for determining the adequacy of the existing utility increments as well as the sizing of the proposed utility systems.

The Master Developer will be responsible for the environmental cleanup of portions of Reuse Areas 2 through 9, with the exception of all Navy retained areas. The Master Developer is working with a private contractor to perform the cleanup effort.

During the excavation for utility systems, contaminated areas could be encountered. The Master Developer has prepared a “Soil and Groundwater Management Plan” that outlines the necessary procedures to be used when encountering subsurface contamination.

Utility system calculations have been prepared in support of proposed water, sanitary sewer, and storm drain systems. These calculations replace those prepared previously for MIRIS (see Appendix D, System Modeling Results).

Since the transfer of the ownership of Reuse Areas 1B through 6 and 8 and 9 from the Navy to the City of Vallejo, ownership of the wet utilities (water, sanitary and storm sewers) is now with the Vallejo Sanitation and Flood Control District.

## 6.2 PROPOSED SYSTEM IMPROVEMENTS

Appendix A (Master Utility Plans) describes the proposed major trunk lines for water, sewer and storm drainage main line sizes and locations as well as those for the existing ones that are to remain. The proposed lines have been sized based upon calculations provided as part of the MUP. The improvements shown in the figures are revisions to MIRIS recommendations as required for the development program described in the Specific Plan and by utility upgrades that have occurred since completion of the MIRIS study. These lines will be located within newly created public works rights-of-way (ROWs) or easements and are ultimately to be owned, operated by the City and maintained by the City and Vallejo Sanitation and Flood Control District (VSFCD).

### 6.2.1 Water Distribution System

The City of Vallejo Water Division of the Department of Public Works provides water service to Mare Island through two transmission mains crossing Mare Island Strait. The system has one active, newly constructed 5.7-million-gallon water storage tank. Criteria for sizing new lines and determining the adequacy of the existing lines are based upon the demands outlined in the "City of Vallejo Regulations and Standard Specifications for Public Improvement," dated August 1992. Recommended improvements are illustrated in **Appendix A (Figure 1: Proposed Water Backbone Improvement Plan)**. A combination of existing 8", 10", 12", and 20" water mains will remain in use and will be supplemented with new 12", 18", and 20" lines. In Reuse Area 10, at the southern end of the Master Development Plan Area, a portion of the existing polyvinyl chloride (PVC) saltwater fire mains may be reused to carry potable water, as approved by the Public Works Director. Some of the existing and proposed lines are outside proposed ROW areas and will require public utility easements.

### 6.2.2 Sanitary Sewer System

The VSFCD provides sanitary sewer service to Mare Island. The existing sanitary sewer system has significant inflow and infiltration problems. Criteria for sizing new lines and determining the adequacy of the existing lines are based upon new standards in the "Vallejo Sanitation and Flood Control District Guide to Existing Policies and Engineering Design Standards," dated May 2002 (Design Standards). Calculations for the proposed Mare Island sanitary sewer system improvements are based on the projected ultimate build-out of the Reuse Areas, island-wide. In recent years, the City has repaired and upgraded a significant number of the existing domestic (DOM) sewage pump stations, which are part of the existing utility infrastructure that will remain in use.

Recommended improvements are shown in **Figure 2 (Proposed Sanitary Sewer Backbone Improvement Plan)** of **Appendix A**. To reduce the amount of infiltration, new high-density polyethylene (HDPE) sanitary sewer pipe will replace existing pipes or

be slip-lined into existing larger-diameter pipes. Pipes with minimal infiltration problems that work with the model will be left in use. New 8", 10", and 12" pipes will comprise most of the proposed system.

Some of the existing and proposed lines are outside proposed ROW areas and will require public utility easements as part of the future Unit Plan and subdivision review process.

### **6.2.3 Storm Drainage System**

The VSFCDD maintains the existing storm drainage system on Mare Island. Criteria for sizing new lines and determining the adequacy of the existing lines are based on VSFCDD design standards. As determined by computer program analysis, the existing storm drainage collection system on Mare Island is undersized and does not meet the VSFCDD criteria. To meet these criteria, many of the existing lines will need to be replaced with larger-diameter pipes. The storm drainage improvements for the two major housing subdivision areas (Reuse Areas 6 and 8) will be designed and installed at the time of the subdivision improvements.

Recommendations for storm drainage improvements are shown in **Section 2, Figure 1 (Proposed Storm Drain Backbone Improvement Plan)** located in **Appendix A**. With a few exceptions, most of the existing storm drainage system on Mare Island will require replacement due to its existing limited capacity. Some of the existing and proposed lines are outside proposed ROW areas and will require public utility easements as part of the Unit Plan and subdivision review process.

### **6.2.4 Joint Trench Utilities**

Infrastructure provisions for four proposed joint trench utilities, including electrical, gas, telecommunications and cable communication systems are discussed in section 4 of the MUP (Appendix A). Exhibit 4, "Proposed Joint Trench Backbone Improvement Plan," shows the proposed location of a new joint trench supportive of the development plan which generally follows the street framework plan. Not all joint trench locations will include all four utility systems. Existing systems will remain in place if they adequately service existing and proposed new facilities. Some of the existing utility easements over electrical, gas and telecommunication systems shall be unit-claimed during the entitlement process by the filing of final maps for each area or sub-area as it is developed. Other recorded easements shall remain as shown for those facilities that are deemed adequate for the purpose and existing service locations, such as in the historic core and in areas used for heavy industry. The joint trench, including the in-tract joint trench which is in the public street right-of-way, will not require any additional easements.

### **6.2.5 Electrical Distribution System**

Pittsburg Power Company (Island Energy) is the current electrical service provider on Mare Island. Island Energy has acquired the existing electrical and gas systems as part of a purchase agreement with the Navy. Within this agreement, the Navy has granted Island Energy nonexclusive easements for its existing electrical facilities on Mare Island. The

electrical distribution system, including approximate locations of proposed electrical easements, is described in **Section 4 of Appendix A (MUP)**.

The overall condition of the electrical distribution system is good. The primary electrical distribution system has proven to be a reliable network and has experienced relatively few failures in the recent past. There has been no upgrading of the present distribution system since 1975. Small portions of the system need upgrading to comply with current electrical standards. In addition, most underground electrical vaults have water intrusion from tidal water, which presents water disposal problems when work must be done in these vaults.

Electricity is delivered to Mare Island from Marin County via a dual 115-kilovolt (kV) transmission line) that crosses over Mare Island Strait and that is owned by Pacific Gas and Electric Company (PG&E). Electrical power is stepped down to 12 kV by two parallel 20-megawatt transformers at Substation H. Power is then distributed throughout Mare Island from Substation H by a series of loops that connect with a network of 26 major and 18 minor 12kV switch stations and substations. The overall system uses a network configuration with multiple feeds to all substations for reliability and flexibility.

A significant portion of the existing system can support the proposed land uses. Relocation of existing overhead and underground facilities will be required to allow for new development areas. New electrical services and hook-ups to the existing and proposed buildings will be required.

To date, Island Energy has not prepared a master plan. Discussions are continuing between the City of Vallejo and Island Energy regarding future operations. Any new facilities must be planned to joint trench locations, as shown in Exhibit 4 of **section 4 of the MUP (Appendix A)** or within existing conduits and substructures.

#### **6.2.6 Gas Distribution System**

As stated above, Island Energy has acquired the gas system in an agreement with the Navy. Within this agreement, the Navy granted Island Energy nonexclusive easements for the existing gas facilities on Mare Island. The approximate locations of these gas easements are shown in **Figure 5 of Appendix A**.

Island Energy receives gas at 100 pounds per square inch gauge (psig) via a 10" main that crosses Mare Island Strait at the Causeway. This 10" line delivers gas to four pressure-reducing stations that reduce pressure from 100 psig to 30 psig. The 30-psig distribution system consists of 8" and smaller mains that cross connect to form loops. Individual pressure regulators installed at service locations further reduce gas pressure.

In general, the existing system can support the proposed land uses. Some facilities may need to be relocated to allow for the new development areas. New service connections will be installed at all new facilities and existing facilities as they are occupied.

The gas distribution piping system throughout Mare Island appears to be in generally good condition. Most of the underground lines are polyethylene and all of the

aboveground lines are steel. The polyethylene gas lines are inserted inside coated steel pipes. According to Mare Island public works personnel and historical records, the gas system has been a low maintenance utility system. A significant portion of the distribution system has been replaced in the last 20 years.

Most polyethylene pipe is rated at approximately 60 psig. Therefore, any new facility with a high-pressure demand will have to connect to the 10" high-pressure line and a new service line will have to be installed.

To date, Island Energy has not prepared a master plan. Discussions are continuing between the City of Vallejo and Island Energy regarding future operations.

Any new facilities must be planned to be accommodated by joint trench locations shown in **Figure 4 of Appendix A** or by existing conduits and substructures.

### **6.2.7 Telecommunications System**

The existing system consists of two switches in Building 605A and underground copper cable for distribution. Fiber optic cables connect Building 605A to the regional system. The system was built in the early 1990s.

When the former telephone services provider, GST, discontinued service to Mare Island with CPUC approval, Pacific Bell became the "Provider of Last Resort" and is now operating the system to buildings 605/605A, and the Master Developer is currently implementing a plan with SBC and other interested telecommunications providers that will allow for uninterrupted telecommunications services beyond building 605/605A in accordance with all applicable regulations.

Service to Mare Island existing units is provided and maintained by SBC up to the main point of entry at the exterior of each residence or building. The interior wiring and equipment is the responsibility of the tenant. The existing telecommunications system was owned by GST Telecom. The Master Developer purchased the GST structure and cable and currently leases the cable to SBC for communication purposes. SBC is planning the following improvements to the Mare Island telecommunications system, which will utilize the joint trench locations or existing conduits and sub-structures as identified on a case by case basis:

- A new switch in Building 605A that will allow state-of-the-art communications services, including DSL high-speed Internet subscriber lines.
- A new fiber optic loop around Mare Island that meets SBC requirements and uses both existing structure and new joint trench facilities.
- A back-up system to the new fiber optic system which utilizes the existing fiber optic cable installed by GST.
- Capacity for 10,000 Mare Island service lines.

## **7.0 OTHER SERVICES**

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Community services on Mare Island were provided through the Navy prior to closure. As Mare Island transitions into civilian use, such services will continue to be provided for the residents, workers, and visitors as discussed in the following sections.

### **7.1 PUBLIC SAFETY**

The City of Vallejo provides police and fire protection services for Mare Island.

### **7.2 EDUCATION**

The Vallejo City Unified School District (VCUSD) provides educational services for grades kindergarten through 12th throughout Vallejo, including Mare Island. VCUSD has an operational elementary school in North Residential Village (Reuse Area 6). Children residing on Mare Island in kindergarten through 5th grade will attend this school or Federal Terrace Elementary School. Children in 6th through 8th grade will attend Vallejo Junior High School, and children in 9th through 12th grade will attend Vallejo High School. The Specific Plan also allows for additional public and private schools, from pre-kindergarten through university, and for day care services.

### **7.3 PARKS AND OPEN SPACE**

Mare Island has existing recreational facilities, including a golf course, an indoor gymnasium and swimming facilities, athletic fields, tennis courts, fishing piers and theatres. As discussed in the **Open Space Section of the Land Use Element (3.3.8)**, many of these facilities will continue to provide recreational opportunities to Mare Island and the rest of the community. In addition, a number of new parks and public open space will be created.

The Greater Vallejo Recreation District (GVRD) provides recreational services to the Vallejo community. The GVRD service area includes Mare Island, but currently it has no facilities on Mare Island. The final decision on how the various recreational services will be administrated depends on many factors, including the availability of funding and staff, the involvement of state and federal agencies in the regional park and wetland areas, and the disposition of the facilities for publicly- or privately-operated recreation.

### **7.4 SOLID WASTE DISPOSAL AND RECYCLING**

Solid waste disposal is provided through an exclusive City franchise agreement. Recycling pick up services are provided through a separate, non-franchise agreement. It is the intent of the City of Vallejo to continue such agreements in the future for providing solid waste disposal and recycling services on Mare Island.

Developers shall submit a Waste Management Plan (WMP) for the construction of proposed improvements to the City's Recycling Coordinator for approval. A developer is required to list in the WMP the materials that will be recycled, reused or disposed

resulting from the construction of all improvements. Developers also are required to recycle or reuse a minimum of seventy five percent (75%) of all concrete and asphalt debris, as well as a minimum of fifty percent (50%) of all other construction and demolition debris generated by the redevelopment of Mare Island. Hazardous materials shall be discounted in the calculation of this recycle or reuse requirement.

## **7.5 CABLE TELEVISION**

Cable television services for the City of Vallejo, including Mare Island are intended to be provided through city-wide, non-exclusive franchise agreements.

## **7.6 BROADBAND**

Comcast has recently completed a franchise agreement with the City of Vallejo and will provide broadband services to the residential and commercial areas of Mare Island. Connection to the mainland will be provided across the Causeway via fiber optic cabling. On the Island, Comcast will locate their equipment within new Public Utility easements (PUE) and will provide service distribution to both existing facilities and the new residential neighborhoods via new joint trench facilities as shown in Exhibit 4, **Section 4 of the MUP (Appendix A)**.

## 8.0 IMPLEMENTATION

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Under the land transfer process, the majority of the Mare Island Reuse Areas are to be acquired by the Master Developer for reuse and development, as shown in Figure 1-4: Ownership. Conservation lands are to be placed under the jurisdiction of federal and state environmental agencies. The Army Reserve received those facilities considered necessary for certain continued military functions. Private developers are considered the best equipped to finance and implement many of ~~the~~ of the opportunities envisioned by the Reuse Plan and the Specific Plan to create a dynamic civilian community on Mare Island.

By way of summary, the key projects in implementing the Specific Plan goals and objectives for the reuse and development of Mare Island are identified as follows:

- i A phased program of street and utility improvements necessary to support job creation and reuse of Mare Island , including provisions for establishing all necessary public rights-of-way and public utility easements;
- ii Residential, commercial and industrial development responsive to the current market, according to the criteria outlined in the Specific Plan, that can generate revenues necessary to finance the additional phases of buildout;
- iii Preservation, restoration and reuse of contributing historic resources as well as conservation and protection of archaeological resources;
- iv Development of public amenity projects supportive of community activities such as the museum and public parks that also will be destinations in both the City and region; and
- v Establishment of major recreational open space amenities such as the regional parks and golf course.

A summary implementation table for key public area improvements projects is provided as follows (Table 8-1).



Table 8-1: Implementation Summary of Public Area Improvements<sup>1</sup>

Project	Planning/Design/Construction	Project Funding	Phase	Reuse Area(s)	Maintenance/Operations	Potential Maintenance Operations Funding
<b>CIRCULATION INFRASTRUCTURE</b>						
Bicycle System Improvements	MD/dedicated to City	MD/grants	I-IV	1-10A (10B-13 subject to private owner/City/State action)	City	City/AD
Causeway Bridge Improvements	MD/City	?		NA	NA	NA
Causeway Bridge Maintenance and Operation	City	NA	ongoing	NA	City	CFD
Railroad Spur line Extensions	MD	MD/Freight Users/RR Services Provider	III	1A; 2A; 3A; 3B-5; 10A-B	Freight Users/RR Service Provider	Freight Users/RR Services Provider
Roadway Infrastructure Improvements	MD/dedicated to City	MD	I-III	1A-9	PWD	CFD
SR37 Interchange Improvements	Caltrans	MD/BAD/PD/State/Fed Hwy Programs	III	NA	Caltrans	Caltrans
Traffic Signals at Intersections	PWD	MD/PD	II-III	2A-3B	PWD	CFD
Transit Service, new local routes	City Transit	MD/City	II-IV	1A-13	City Transit	Unidentified
<b>CULTURAL RESOURCES</b>						
Historic Preservation	MD	FPTC/MA/MD	I-IV	Hist. Dist.	Owner	MA/Owner
Demolition	MD	MD	I-IV	Hist. Dist.	Owner	Owner
Tenant Improvements	MD/Tenant	MD/Owner	I-IV	Hist. Dist.	Tenant	Tenant
Interpretative Program	Cultural/Educational Entity/MD	Donations/Grants/MD	I-IV	Hist. Dist.	Museum/Foundation	MD/Museum/Foundation
Historic Design Guidelines	MD	MD	I	Hist. Dist.	NA	NA
<b>ENVIRONMENTAL CLEAN-UP</b>						
Master Development Plan Area	MD	Navy	I-IV	1B-9	MD	NA
Navy Retained Areas	Navy	Navy	NA	NA	Navy	NA
North Island Industrial Park (Area 1A)	PD	Navy	NA	1A	Private Developer	NA
State Lands	State	Navy	NA	10A + outside	State	NA

Project	Planning/Design/ Construction	Project Funding	Phase	Reuse Area(s)	Maintenance/ Operations	Potential Maintenance Operations Funding
<b>PARKS AND OPEN SPACE</b>						
Alden Park (5ac)	MD/dedicated to City	MD	II	4	City	MHPP/CFD
Chapel Park (3ac)	MD/dedicated to City	MD	II	4	City	MHPP/CFD
Club Drive Park (5ac)	MD/dedicated to City	MD	II	8	City	MHPP/CFD
Community Park (25 ac)	MD/dedicated to City	MD/BAD	I	7	City/GVRD	City/AD/GVRD
Golf Course	Private Owner/Operator	Owner/Operat or	Existing	11	Private Owner/Operator	Revenues
Historic Core Plaza	MD/State Owned	MD	II	4	City and/or Business Association	City/MAD
Marine Parade Grounds (3ac)	MD/dedicated to City	MD	II	8	City/GVRD	/MHPP/GVRD/MAD
Morton Field (6ac)	MD/dedicated to City	MD/BAD	III	6	City/GVRD	/GVRD/MAD
Open Space/Recreation	City	City	NA	13	City	/GVRD/MAD
Ped. Links to Ped. Pathways	MD/dedicated to City	MD	III	2B, 9	City	CFD
Pocket Parks (12 ac total)	MD/Non-Dedicated	MD	I-III	6, 8	Privately Owned, Operated, Maintained/ MAD	MAD (Initiated by MD)
Regional Park	State	State	NA	12	State	State
Waterfront Promenade (7ac total)	MD/Dedicated to City	MD/Grants/ BAD	I-IV	3, 4	City	City/GVRD/MAD
<b>STREETScape IMPROVEMENTS</b>						
Gateways	MD/dedicated to City	MD/Grants	I-IV	1A, 3A, 4	City	CFD
Public Area Furnishings	MD/dedicated to City	MD/Grants	I-IV	1B-10A	City	CFD
Public Area Signs	MD/dedicated to City	MD/City	I-IV	1B-10A	City	CFD
Street Landscaping	MD/dedicated to City	MD	I-IV	1B-10A	City	City/MAD
<b>UTILITIES AND SERVICES</b>						
Electrical Distribution	Island Energy, local; PG&E regional	MD/Island Energy	Ongoing	1A-13	Island Energy	Island Energy
Gas	Island Energy, local; PG&E regional	MD/Island Energy/PG&E	Ongoing	1A-13	Island Energy	Island Energy
Police and Fire	City	NA	Ongoing	Island Wide	City	VSCFD/CFD
Schools	VCUSD	VCUSD	Ongoing	Island Wide	VCUSD	VCUSD
Sewer, Water (Wet Utilities)	MD (Areas 1B-10A); Private Developer (Area 1A); VSFCD	MD/Grants	Ongoing	1A-10B	City/VSFCD	City/VSFCD/CFD
Telecommunications	SBC	MD/Owner/ SBC	Ongoing	Island Wide	SBC	SBC

Project	Planning/Design/ Construction	Project Funding	Phase	Reuse Area(s)	Maintenance/ Operations	Potential Maintenance Operations Funding
Utility Undergrounding, On-Site	MD	MD/PD/ Owner	I-IV	IB-10A	City Approvals; Owner	Utility Owners
<b>WILDLIFE REFUGE</b>						
Easements (48.7ac total)	Dedicated to State	City/State	I-IV	1A, 10A, 11	City/State	City/State
Wetlands (2856ac)	Dedicated to State/City	State	Ongoing	Outside Reuse Areas	State	State

AD/MAD: Assessment District/Maintenance Assessment District (initiated by MD with City Cooperation; secured by project or assessment property and may include benefit districts and landscape & lighting districts)

BAD: Benefit Assessment District

CFD: Community Facilities District/Public Finance, a special public finance mechanism which can be formed with cooperation of City, at no cost to City, with a developer to fund infrastructure improvements and services

FPTC: Federal Preservation Tax Credits for historic preservation projects

GVRD: Greater Vallejo Recreational District

MD: Master Developer (for Reuse Areas 1B-10A only)

MA: Mills Act (see Section 2.3.3 of Specific Plan)

MHHPF: Mare Island Historic Preservation Fund

NA: Not applicable

PHASE I: years 2006-2007

PHASE II: years 2008-2009

PHASE III: years 2010-2011

PHASE IV: years 2012+

PD: Private Developer (for Reuse Area 1A)

PWD: Public Works Department

STF: State Transportation Funds, including special bond measures

VCUSD: Vallejo City Unified School District

VSFCD: Vallejo Sanitation and Flood Control District

## **8.1 ENVIRONMENTAL REVIEW**

As part of the adoption of the Reuse Plan, the Navy, as co-lead agency with the City, prepared the Final Mare Island Naval Shipyard Disposal and Reuse Environmental Impact Statement/Environmental Impact Report (EIS/EIR). The EIS/EIR satisfied the requirements of the National Environmental Policy Act (NEPA) and the California Environmental Quality Act (CEQA). The Record of Decision was issued by the Navy on October 23, 1998. The City Council certified the EIS/EIR on November 17, 1998, and approved the Findings for Approval and the Statement of Overriding Considerations and Mitigation Monitoring and Reporting Program on March 30, 1999.

Prior to the City's adoption of the 1999 Specific Plan on March 30 1999, the City prepared an addendum to the EIS/EIR and has prepared a subsequent EIR for the Specific Plan. This subsequent EIR is intended to serve as a project level document for purposes of both NEPA and CEQA.

## **8.2 LAND USE**

The following sections describe the regulatory and organizational procedures to implement the Mare Island Specific Plan during buildout. These sections discuss the designated hierarchy of land uses and outline the subsequent activities necessary for implementation.

### **8.2.1 General Plan**

As required by California Government Code Section 65454, the Mare Island Specific Plan is consistent with the City's General Plan, including the Land Use Map.

### **8.2.2 Specific Plan**

The specific plan is an important tool for implementing a general plan. Under State law (California Government Code § 65451), a specific plan includes, at a minimum, the following elements: (1) distribution, location and extent of land uses; (2) distribution, location, extent and intensity of infrastructure required to support the land uses; (3) standards and criteria by which development may proceed and standards for the conservation, development and utilization of natural resources; and (4) an implementation program, including regulations, projects and financing necessary to carry out the plan. It also must describe its relationship with the general plan. The Mare Island Specific Plan meets all of these requirements.

### **8.2.3 Development Agreements**

The City of Vallejo has entered into a Development Agreement with Lennar Mare Island, LLC as the Master Developer for Mare Island Reuse Areas 1B-10A. The remaining Reuse Areas are subject to separate development agreements with other, individually selected developers.

#### **8.2.4 Zoning**

The City of Vallejo's Zoning Ordinance includes a type of land use process and zoning classification known as "Planned Development" (PD). On March 30, 1999, the City zoned the developed portion of Mare Island as MUPD and the wetland areas as Resource Conservation (RC). The land use designations set forth in the Specific Plan have two purposes: (1) They serve as the traditional specific plan land use designation required by State law and (2) They also serve as the "Master Plan" zoning designation to be implemented as is consistent with Chapter 16.116 of the City's Zoning Ordinance and as further set forth in **Section 8.3 below**.

#### **8.2.5 Historic Preservation**

The City of Vallejo amended Chapter 16.38, Architectural Heritage and Historic Preservation, of the Municipal Code on March 23, 1999, to include standards and procedures for projects affecting Contributing Resources, including demolition. The criteria and procedures set forth in the Cultural Resources component of the Specific Plan address the disposition of individual historic resources on Mare Island.

### **8.3 IMPLEMENTATION OF PROJECTS**

This Section provides an overview of the typical procedural steps needed to review and approve land use transfers between Reuse Areas, Unit Plans, tentative subdivision maps and other development applications for projects in the Specific Plan Area. It also identifies and describes two projects, an interpretative program and design guidelines for the Historic District, that are considered critical to management of cultural resources. Finally, this section provides an overview of the master development plan for Reuse Areas 1B through 10A.

#### **8.3.1 Criteria for Evaluating Land Use Flexibility**

As stated throughout the Plan, it is understood that implementation of the total development program for the Specific Plan Area (Table 3 1: Summary Development Program) will require a defined range of flexibility for final adjustments in the land uses and amount of development planned for individual Reuse Areas (Table 3 2: Land Use Development Program by Reuse Areas). This flexibility allows for the transfer of a reasonable amount of the designated development program from one Reuse Area to another. In some instances, the transfer may result in the designation of a new land use for the Reuse Area.

Reasonable adjustments to land uses and development program within Reuse Areas and the transfer of development intensity between Reuse Areas are not meant to result in an increase in the total development identified for the Specific Plan Area. The criteria by which development transfers are evaluated should be seen primarily as a means of facilitating an efficient reuse development process of promoting good site design and of recognizing the opportunities and conditions presented by individual properties.

In making determinations for development transfers, the Development Services Director will be guided by, but not necessarily be limited to, the following criteria:

(A) General Criteria:

- i Variations from the proposed development program (Table 3-2) for the Reuse Areas of more than 20% will require an amendment to the Specific Plan.
- ii In the event that a proposed land use is not on the list of uses expressly described for a Reuse Area, the Development Services Director shall determine if such a use (1) does not create any significant new impacts; (2) is substantially consistent with the intent of the Specific Plan; and (3) is compatible with the other uses within the Reuse Area. If such determination is made, then the use may be allowed.
- iii The amount of each employment-generating use (i.e., Mixed Use, Industrial, or Educational/Civic) may vary from the Development Program by a maximum of 20%. This variation may consist of a change of use within a Reuse Area or transfer of development square footage to another Reuse Area, and will be reflected in the Unit Plan. Such variations are limited to transfers of uses or development square footages within major land use categories (Mixed Use, Industrial, Educational/Civic, etc.) and shall not result in an increase of the total planned development identified for that use for the Specific Plan Area (Table 3 1: Summary Development Program)
- iv The Development Services Director may approve transfers of housing units between Reuse Areas, provided: (a) that the total number of units does not exceed 1400 and (b) that the basic housing goals for new residential development on Mare Island are maintained. It is the intent of the Plan also to permit flexibility in adjusting the unit mix to reflect market demand. For the Specific Plan Area there should be no limit on the total unit decrease from that shown in Table 3-2 within any single Reuse Area. As long as the total number of residential units does not exceed the development program limit of 1400, the number of residential units in each Reuse Area may be increased up to a maximum of 20% at the discretion of the Development Services Director. Unit increases within these Reuse Areas will be reflected in the Unit Plan approval. If the increase is greater than 20%, the procedure described in **Section 8.3.1 (C 3)**, below, shall apply.

(B) Criteria for Calculations:

- i When a development transfer is proposed, the maximum allowable percentage shall be calculated for either the receiving or contributing Reuse Area, depending on which results in the lower percent transfer

allowed. Similarly, when a use is changed within a given Reuse Area, the smaller percentage of either the reduced use or the increased use shall be used to determine the changed percentage. Development intensities for non-residential uses shall be calculated according to the City's standard measures for intensity, including floor area ration (FAR) and/or trip analysis zone (TAZ).

- ii Dormitories or other types of special housing to serve students of Touro University or other educational institutions shall not be counted toward the maximum residential unit development program total of 1400 (Table 3 2). In order to be exempt, dormitories and other types of student housing must be limited to those facilities that are designed to have a number of bedroom or sleeping areas, shared bath and toilet areas, and a common kitchen or cafeteria which may serve more than one dorm. The qualifying criteria is that dorms and other types of student housing cannot be some version of large houses or condominiums designed for group living.

Other types of housing also not counted as part of the 1400 unit total include congregate care facilities, hotels, bed-and-breakfast establishments or units associated with governmental facilities.

- iii Live/work and work/live uses are allowed in areas designated both for Residential and Mixed Use development. Live/work units are counted as part of the Mare Island maximum unit housing program (1400). Work/live space is excluded from the residential unit total only if the space can be demonstrated: (a) to be primarily employment-oriented; (b) to provide workspace for non-resident employees; and/or (c) to allocate less than 30% of the space for residential purposes. This determination shall be made by application to the Development Services Director.

(C) Criteria for Process of Submittal and Review:

- i The Development Services Director, within thirty (30) days of any submittal of a request for a development transfer, shall determine whether the transfer request is consistent or inconsistent with the general criteria for implementation of transfer requests (see A above). If the transfer is determined to be inconsistent with these general criteria, the application may be reviewed as a proposed amendment to the Specific Plan. If the transfer is determined to be consistent with these general criteria, the Director may approve the application by providing written notice to the applicant. Any decision of the Director may be appealed to the Planning Commission, provided the appeal is initiated within ten (10) working days of receipt by the applicant of written notice of the Director's decision. Planning Commission actions may be appealed to the City Council, as provided by the City review process but there should be no direct appeal to Council.

- ii Variations from the planned Development Program by Reuse Area, including transfers of housing units, shall require proper mitigation of potential adverse impacts such as to utility infrastructure capacity, traffic or parking. The request for density transfer must identify the total number of square feet being adjusted, a summary of the affected Reuse Area(s), including original and proposed development targets, the reasons for the variation from target programs. This request may be for a change of use within or between a Reuse Area, or for a transfer of density to another Reuse Area and will be reflected in the Unit Plan approval.
- iii Absent unforeseen significant environmental impacts, development transfers of up to 20% are not anticipated to result in additional environmental impacts and an initial study pursuant to CEQA will not be required to determine whether additional environmental review is necessary. Transfer of development intensity between re-use areas is meant to provide flexibility in the implementation of the Specific Plan. It is not meant to, and will not, result in an increase in the total development identified for the Specific Plan Area. Any localized impacts, if created, would be studied and evaluated, if required, during the unit plan and improvement plan review and approval process.

In the case of development transfers of more than 20%, the Development Services Director shall prepare an initial study in accordance with CEQA and the City's environmental guidelines. The City does not anticipate the necessity for additional environmental review so long as the total development does not exceed that identified in Table 3 1 (Summary Development Program).

### **8.3.2 Site Development Plan Procedure (RC Zoning)**

As set forth in Section 16.10 of the City of Vallejo's Zoning Ordinance, future development activities within areas zoned Resource Conservation (RC) will be processed according to the criteria outlined and through the City of Vallejo's Site Development Plan review process.

### **8.3.3 Unit Plan Procedure (MUPD Zoning)**

As set forth in Section 16.116.035 of the City of Vallejo's Zoning Ordinance and discussed above, the Specific Plan also serves as a "Master Plan" for each parcel. Accordingly, most future development activities on Mare Island zoned Mixed Use Planned Development (MUPD) will be processed through the City of Vallejo as "Unit Plans" consistent with the provisions below. (As set forth in Section 16.116.090 of the Zoning Ordinance, these provisions shall replace the Unit Plan process set forth therein regarding responsibility for review and approval of Unit Plans):

- i As provided by Section 16.116.075 of the City of Vallejo's Zoning Ordinance, a Unit Plans for the reuse and development of Mare Island,



which includes permanent reuse of existing buildings and all new construction, (with the exception of accessory structures such as trellises, gazebos and patio covers),- shall be prepared consistent with the policies, standards and implementation program in the Specific Plan.

- ii Upon a finding by the Director of Development Services that the uses contemplated by a Unit Plan application are substantially consistent with the provisions of the Specific Plan, and provided that no subdivision map or major use permit is required for the Unit Plan, such Unit Plan application will be acted upon by Planning Division staff. All property owners within 200 feet of a project under administrative review (staff level) will be notified. The applicant or any party adversely affected by the decision of the Director of Development Services shall have the right of appeal from such decision within the time and in the manner prescribed by Chapter 16.102 of the City of Vallejo's Zoning Ordinance.
- iii With respect to Unit Plan applications for parcels that also require action on a tentative or vesting tentative subdivision map or that include action on a major use permit, the Planning Division shall forward the Unit Plan application to the Planning Commission for final action. All property owners within 500 feet of a project under PC review will be notified. The applicant or any party adversely affected by the decision of the Planning Commission shall have the right of appeal from such decision within the time and in the manner prescribed by Chapter 16.102 of the City of Vallejo's Zoning Ordinance.

#### **8.3.4 Cultural Resource Review Process under the Mare Island Historic Project Guidelines and the Mare Island Amendment**

~~The following sections, together with~~ The Historic Guidelines Historic Project Guidelines in Appendix B.1, provides a summary of the planning and review process for the Mare Island Historic District, as specified in the Mare Island Amendment (Municipal Code 16.38)

#### 8.3.6.

##### (A) Historic Guidelines Historic Project Guidelines

~~In accordance with the Mare Island Amendment, the Historic Guidelines~~ Historic Project Guidelines in Appendix B.1 provide the following: (1) an explanation of the planning classification system; (2) an explanation of Reuse Area designations; (3) definition of project sites for all Contributing Resources, including Landmarks; (4) criteria for treatment decisions within each planning classification; (5) an explanation of the review process; (6) submittal requirements for consideration of Certificates of Appropriateness or Demolition Permits; and (7) a summary of the design standards applicable to each of the Reuse Areas which can be used in evaluating the compatibility of new development. Also required is an Historic Resource Catalogue listing all of the structures referred to as

Contributing Resources, with an explanation of planning classification assigned each resource. (see, Appendix B.3). Concurrently with approval of the Specific Plan, the City has also approved a Development Plan, showing proposed or allowable treatments for each Contributing Resource as consistent with the Historic GuidelinesHistoric Project Guidelines.

(B) The Mare Island Amendment to the Vallejo Municipal Code

Under the review procedures set forth in the Mare Island Amendment to the Vallejo Municipal Code, Section 16.38.030, a Certificate of Appropriateness is required for alterations to, or relocation of, a contributing resource or new construction in the vicinity of a contributing resource. Actions consistent with the Historic GuidelinesHistoric Project Guidelines, or which do not affect a Landmark or the Project Site of a Landmark, may be reviewed administratively by the Planning Manager. Actions which affect a Landmark, involve relocation of a Contributing Resource, or require a Demolition Permit are subject to review by the Architectural Heritage and Landmarks Commission (AHLC).

Projects certified as historic under the Federal Preservation Tax Credit Program are exempt from the requirement for a Certificate of Appropriateness. The Planning Manager must notify the Commission AHLC of certified Projects in advance of approval, and provide the Commission AHLC with the opportunity to comment. Review of Certified Historic Preservation Projects is conducted by the National Parks Service (NPS), which is a branch of the Department of the Interior (DOI).

Under the review procedures set forth in the Mare Island Amendment, a Demolition Permit is required for any demolition project affecting a Landmark or Contributing Resource. The demolition permit process is intended to “facilitate the expeditious reuse of Mare Island.” The Commission AHLC must be consulted on projects that have the potential for substantial adverse changes to Contributing Resources during the environmental review process.

(C) The Process under the Historic GuidelinesHistoric Project Guidelines and the Mare Island Amendment

Tables 8-2 and 8-3, below, provide a summary of the review process detailed in the Historic GuidelinesHistoric Project Guidelines

**Table 8-2: Review of Rehabilitation, Relocation, and New Construction Projects Per Historic Guidelines**Historic Project Guidelines (Certificates of Appropriateness)

	<b>Landmarks</b>	<b>Notable Resources</b>	<b>Component Resources</b>
<b>Certified Projects</b>	NPS Review	NPS Review	NPS Review
<b>Other Rehabilitation or New Construction</b>	LC Review	PM Review	PM Review

Other Relocations	LC Review	LC Review	LC Review
NPS = National Parks Service <del>AHLCLC = Architectural Heritage and Landmarks Commission</del> City Landmarks Commission PM = City Planning Manager			

**Table 8-3: ~~Review of Demolition Projects Per Historic Guidelines~~ Historic Project Guidelines  
(Demolition Permits)**

	<b>Landmarks</b>	<b>Notable Resources</b>	<b>Component Resources</b>
Demolition	LC Hardship Review	LC Deterrence Review	PM Review
Certified Demolition	NPS Review	NPS Review	NPS Review
NPS = National Parks Service <del>AHLC = Architectural Heritage and Landmarks Commission</del> LC = City Landmarks Commission PM = City Planning Manager			

**(D) Certified Historic Projects**

Rehabilitation, relocation and new construction with a pending application under the Federal Preservation Tax Incentive Program are automatically subject to review by the National Parks Service. These actions, since they must be consistent with the Secretary's Standards, are exempt from the requirement for a Certificate of Appropriateness under the Mare Island Amendment, although the Commission ~~AHLC~~ must be given an opportunity to comment. In addition, NPS typically reviews any demolition activities which directly affect structures for which a federal tax credit is sought. Where a Demolition Permit is required for these projects, issuance is mandatory if the NPS has determined that the proposed demolition will not adversely impact the affected structures. Any projects approved by NPS should not have the potential for significant impacts to the Historic District.

**(E) Non-Certified Projects**

**Alteration**—Certificates of Appropriateness (COA) for preservation, rehabilitation, restoration, or reconstruction of Landmarks are subject to Commission ~~AHLC~~ Review. COA for Notable and Component Resources will typically be acted on administratively by the Planning Manager. These actions, since they must be consistent with the Secretary's Standards and the Historic Guidelines ~~Historic Project Guidelines~~, do not have the potential for significant impacts to the Historic District.

**Relocation**—COA relocation of all Landmarks, Notable and Component Resources are subject to Commission ~~AHLC~~ Review. Relocation proposals, since they must be consistent with federal standards and the Historic Guidelines ~~Historic Project Guidelines~~,

should not have the potential for significant impacts to the Historic District. Relocation may also be considered as an alternative to demolition.

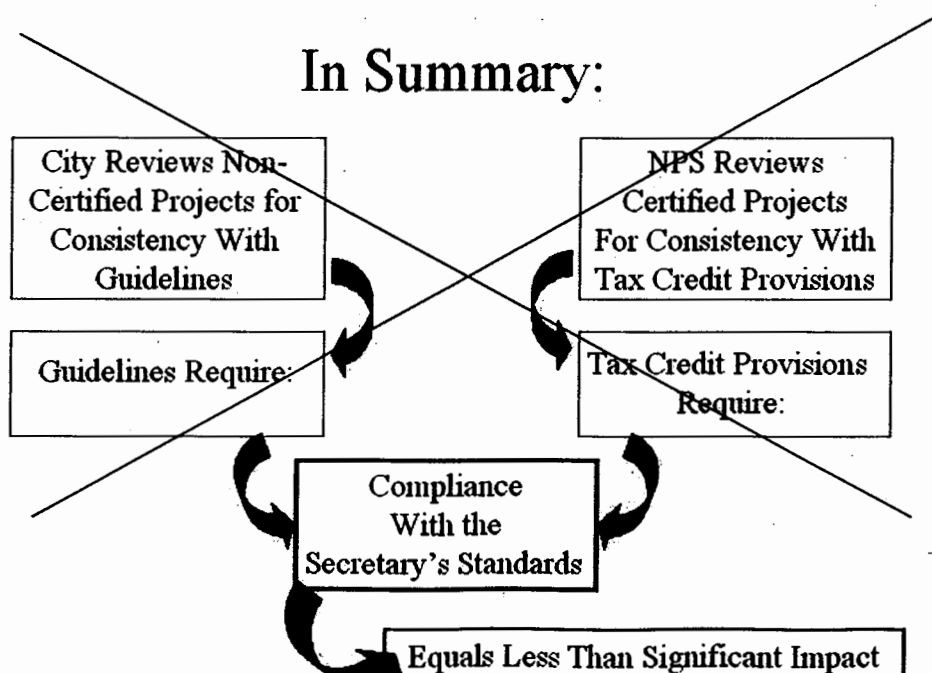
**New Construction**—COA for non-certified new construction within the Project Site of a Landmark will be subject to Commission AHLC Review. COAs for new construction which is not located within the Project Site of Landmark will be acted on administratively by the Planning Manager. New construction proposals, since they must be consistent with the Secretary's Standards, should not have the potential for significant impacts to the Historic District.

**Demolition Permits**—Demolition Permits for all Landmarks and Notable and Component Resources will be subject to Commission AHLC Review, although issuance is mandatory for certain categories, including all demolitions approved by NPS in conjunction with a certified project.

The Commission AHLC will hear all demolition permit requests for Landmarks and Notable Resources in the first instance. Demolition requests for Component Resources will be heard administratively, subject to appeal to the Commission AHLC. Issuance of a Demolition Permit is mandatory for proposals which do not involve Landmarks or Individually Significant Contributing Resources, provided that they meet District and Area-wide demolition criteria, including maintenance of National Register or California Register eligibility of the Historic District.

**Reclassification of Resources**—The Historic Guidelines/Historic Project Guidelines are designed to be responsive to changes in the project, changes in circumstances and new information of substantial importance to the preservation or reuse of the historic resources. For this reason, the Historic Guidelines/Historic Project Guidelines (Appendix B.1) includes provisions for the reclassification of resources.

**The Historic Resource Review Process**—As diagrammed below, the review process detailed in the Historic Guidelines/Historic Project Guidelines has been designed to ensure that impacts to the National Register District will be less than significant:



### 8.3.5 Specific Plan Amendments

California Government Code Section 65453 states that a specific plan “may be amended as often as deemed necessary by the legislative body.”

## 8.4 SPECIFIC PLAN PROJECTS

The Mare Island Specific Plan identifies several major implementation projects as discussed in this section of the Plan document. These projects are not at the level of a site specific development but, rather, are such that they serve to guide or provide an overview of future actions related to civilian reuse of Mare Island.

### 8.4.1 Interpretative Program

The intent of the Interpretative Program (*see Preservation Policy 5 of the Cultural Resource Section 2.4.3*) is to make known the story of Mare Island and its significance to the City of Vallejo, the State and the Nation. A description of the project scope is provided as follows:

#### **Mare Island Interpretive Project: Concept Description**

Mare Island has become, especially over the last 150 years, a uniquely special place where the impact of the U.S. military presence on the west coast can be seen and felt. The relative isolation of California from the rest of the nation, what some have called an “island in time,” is visible in the form of a semi-arid landscape modified by the exotic plants that officers brought back from eastern ports and tours of duty. In terms of architecture, more than a century of American industrial design is present as a unique continuum of warehouses and manufacturing facilities that extend from the late nineteenth century through the end of the Navy’s use of the Island. It is a story to tell, to see, but most of all to experience.

A coherent interpretive program will require consideration of the physical site and its history and development of an historic context and message for the place, a message which can be used to inform a range of onsite interpretive facilities, including special signs (markers), print materials, museum exhibits or special displays, and interactive programs such guided tours, special events and demonstrations, as well as a structure for recording oral histories. The task of preparing an interpretive program requires the merging of many disciplines, including anthropology, archaeology, history, architecture, and landscape design.

A comprehensive interpretive program, ideally, will be administered through a museum or a special interpretive center. It should be prepared by professional museum exhibit planners as well as architectural and landscape historians. A content outline should be provided which is developed around a single, unifying central message or idea which cuts across time and places the historic district within the context of local, regional and, perhaps, national history.

**Characterization of the Central Message:**

Many historians and writers have observed that California is a distinctively separate part of the nation. Mare Island provides a unique opportunity to observe and experience the interaction between geography (a place physically on the edge of a continent in a region separated from the rest of the nation) and the commitment to security and nation building (a major military base and shipbuilding facility). It is a message of the contradictions between the perceived sense of independence and self reliance and the dependence upon outside resources, of the cultural closeness to the opposite side of a continent in combination with the physical closeness to the world of the Pacific Rim.

**8.4.2 Design Guidelines for the Historic District**

Design Guidelines that describe and illustrate how to apply the Secretary of the Interior's Standards to the particularly complex nature of the Mare Island Historic District are a very important up-front tool for property owners and developers as well as for the City. Such design guidelines can provide clarity and predictability in the review and permitting process by informing the design of projects to be consistent with the Secretary of the Interior's Standards as well as with the goals and policies of the Specific Plan. The proposed Design Guidelines project will include:

- Description of the design character of the Historic District, including architectural styles and key features;
- Illustrative guidelines for established treatments of contributing resources, including preservation, restoration, reconstruction, and rehabilitation as well as for interim maintenance procedures;
- Guidelines for new construction that address general infill design principles in the context of a description of setting according to a set of individual "character areas."

The Design Guidelines will be used by City staff, the Architectural Heritage and Landmarks Commission and other City agencies to evaluate the appropriateness of work proposed within the Mare Island Historic District. The Guidelines also will provide criteria that will assist in defining, for review purposes, the "project site."

**8.4.3 Master Development Plan**

A Master Development Plan is to be prepared for the Reuse Areas that are subject to the Development Agreement between the City and the Master Developer (1B through 10A). A Preliminary Master Development Plan (as described in Appendix E) provides a conceptual diagram for the physical distribution of the Specific Plan's development program (Table 3.2) within these Reuse Areas. As noted, only a small portion of Reuse Area 9 is part of the Preliminary Master Development Plan, the remainder being subject

to a future master plan by Touro University, as considered appropriate by the City for larger, functionally related development areas.

Based on a detailed inventory of existing buildings, a maximum number of buildings have been identified for reuse, with additional square footage allocated for new construction to complete the program. Basic assumptions are made in the context of a viable, market-driven economic development analysis, including that all or most parking will be accommodated in surface lots and that minimum laydown areas must be provided to support viable industrial and light industrial uses.

Preliminary development program considerations for the physical design of individual buildings and groups of buildings, together with implementation of Specific Plan street and utility infrastructure improvements and considerations for maximum conservation of the character of the Historic District, also suggest that some existing buildings may face demolition. These possible demolitions are listed as part of the physical development program tabulations found in Table E.1 of Appendix E. These and other potential demolitions are to be reviewed and acted upon as part of the Specific Plan and EIR in order to facilitate expeditious implementation of future development projects according to the process described in the Specific Plan for Cultural Resources. Not all buildings preliminarily identified for demolition may actually be demolished. Design development of future projects and unforeseen changes in economic market conditions may create conditions that further minimize the need for demolition, which is a Plan goal as expressed throughout this document.

## 8.5 FINANCING

Financing to implement the Specific Plan and its related projects is anticipated to come from a variety of sources. Private developer financing is expected to constitute the largest single form of funding for reuse and development of Mare Island, including for improvements to street and utility infrastructure. In addition, public funding is identified for the following projects that are considered essential to the reuse of Mare Island:

- i The Navy is expected to provide the funding necessary for remediation of hazardous substances on Mare Island to a level that permits the land uses contemplated by the Specific Plan.
- ii The City of Vallejo may consider the formation of assessment districts, benefit districts, landscape and lighting districts or other such public financing mechanisms for infrastructure and certain services.
- iii Community Facility District (CFD) 2002-1 and 2005-1A & 1B have already been formed to fund the shortfall between property tax and other revenues and the expenses associated with the provision of municipal services.
- iv Numerous other funding sources will be utilized, including the pursuit of state and federal grants.

## 8.6 PHASING

The proposed phasing of development for Mare Island is illustrated by **Figure 8-1**. This phasing graphic is conceptual and focused on development phasing. Phasing plans for infrastructure are provided in Appendix A, Master Utility Plans (storm drain, sewer, and water lines) and in the Appendix D, Street Cross-Sections (street improvements. Environmental Remediation, governmental approvals, reimbursement agreements, development on the north island and the evolving island-wide development patterns may affect the phasing program.

- i Each phase is intended to encompass a mix of land uses to insure a balance of residential, employment.
- ii Existing viable employment uses should be maintained.
- iii Infrastructure phasing should provide for efficiencies by serving adjacent uses. Phase one development is focused on housing and industrial uses outside the Historic District, with possible full or partial buildout of Reuse Areas 1B, 4, 6 and 8.
- iv Phase two development adds additional residential development together with the community park (Reuse Area 7), and the possible full or partial buildout of Reuse Area 9 (Touro University) as roadway infrastructure improvements are completed.
- v Phase three development is focused on waterfront and waterfront related mixed-use and industrial uses, with possible full or partial buildout of Reuse Areas 2A, 2B, 3A, 3B, and 5.
- vi Phase four development completes buildout of the Master Developer acquisition properties with possible full or partial private redevelopment of Reuse Area 10A.



**Figure 8-1: Phasing**

## 9.0 GLOSSARY

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<b>Acquisition Agreement</b>	That certain Acquisition Agreement by and between The City of Vallejo and Lennar Mare Island, LLC dated December 21, 1999, <u>as amended</u> . The Acquisition Agreement contains terms and conditions regarding the conveyance of portions of Mare Island from the City to Lennar Mare Island, LLC.
<b>Advisory Council</b>	Advisory Council on Historic Preservation, reporting to the Secretary of the Interior's Office of Historic Preservation, representing adherence to Section 106 of the National Historic Preservation Act, as amended.
<b>Archaeological Resource Analysis</b>	Documentation and preliminary analysis of the 27 individual features that are part of the National Register listed archaeological site that lies within the study area defined for the Historic Resource Analysis ( <i>see below</i> ).
<b>Army Reserve</b>	Reuse Area 10B.
<b>BCDC</b>	The San Francisco Bay Conservation and Development Commission, which is authorized to approve permits for all development on the shoreline of the San Francisco Bay, including Mare Island.
<b><u>AHLC</u></b>	<u>City of Vallejo Architectural Heritage and Landmarks Commission, whose authority it is to review all projects involving designated cultural resources and projects in within historic districts throughout the City, including Mare Island.</u>
<b>BRAC</b>	Base Realignment and Closure.
<b>Caltrans</b>	The California Department of Transportation.
<b>CEQA</b>	The California Environmental Quality Act.
<b>City Landmark</b>	Those buildings, structures, landscaping, districts and neighborhoods found to have unique historic, architectural, aesthetic or local interest or value, and/or are eligible for or listed in the National Register for Historic Places and/or California Register of Historical Resources, and have been designated as such by the <del>Commission</del> <u>AHLC</u> .

<b>Contributing Resource</b>	A cultural resource that 1) is listed in the National Register of Historic Places as contributing to the character of the Mare Island Historic District, 2) listed on the California Register of Historical Resources, or 3) designated as contributing to the character of the City of Vallejo Mare Island Historic district.
<b>CPUC</b>	The California Public Utilities Commission.
<b>Development Program</b>	The square footages and number of residential units identified as not exceeding the determined capacity of infrastructure and environment of the Plan Area, including natural and cultural resources and the transportation and utility infrastructure.
<b>EDC</b>	The Economic Development Conveyance, dated September 30, 1999, between the United States of America and the City of Vallejo.
<b><u>EETP</u></b>	<u>Eastern Early Transfer Parcel</u>
<b>EPA</b>	Environmental Protection Agency.
<b>ESCA</b>	Environmental Services Cooperative Agreement.
<b>FAR</b>	Floor Area Ratio; a measure of development intensity which compares the total floor area of the building to that of the site.
<b>Federal to Federal Transfer Properties (also Federal Transfer Properties)</b>	Former federal properties, usually military, that remain in federal ownership to be managed by other federal agencies or departments.
<b>Final EIR/EIS</b>	Final Environmental Impact Statement/Environmental Impact Report for the Disposal and Reuse of Mare Island Naval Shipyard, Vallejo, California, 1998.
<b>Flagship Drive</b>	The roadway with a landscaped median that provides access through the single use residential Reuse Areas 6 and 8 ( <i>see Figure 5-1: Street Framework</i> ).
<b>FOSET</b>	Finding of Suitability for Early Transfer.
<b>Golf Course Parcel</b>	Reuse Area 11.

<b>GPA</b>	General Plan Amendment.
<b>GVRD</b>	The Greater Vallejo Recreation District.
<b>HABS</b>	The Historic American Buildings Survey, which documents cultural resources by a prescribed process of drawings, photographs and other types of record.
<b>HAER</b>	The Historic American Engineering Record.
<b>Historic Core</b>	Reuse Area 4A.
<b>Historic Resource Analysis</b>	Classification and documentation of individual historic buildings, structures, and landscape features for 396 Contributing Resources found within a study area generally defined by the Master Developer Reuse Areas.
<b>Historic Resources Project Guidelines</b>	Design Guidelines and Standards for the treatment of cultural resources, based on the Secretary of the Interior's <i>Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Reconstructing and Restoring Historic Buildings</i> (Weeks and Grimmer, 1995). These guidelines are part of a technical report that also includes a list of all 396 Contributing Resources by Reuse Area, together with selected photo documentation and plan drawings. Also referenced as the Project Guidelines, this technical report constitutes the project referenced in the City's Preservation Ordinance Amendment for Mare Island (Sections 16.32(K). of the <u>Municipal Code</u> (project guidelines).
<b>Island Energy</b>	The Pittsburg Power Company (PPC), the electrical service provider for Mare Island.
<b>Landmarks Commission (also the Commission)</b>	<del>City of Vallejo Architectural Heritage and Landmarks Commission, whose authority it is to review all projects involving designated cultural resources in the City, including Mare Island.</del>
<b>Legislative Committee</b>	One of two components of the first step in the conversion process. The Legislative Committee was made up of federal, state and local elected officials whose purpose was to facilitate the timely and efficient conversion of the Naval base to civilian use.

<b>LIFOC</b>	The Lease in Furtherance of Conveyance, dated September 30, 1999, between the United States and the City of Vallejo.
<b>LOS</b>	Level of Service.
<b>Major Use Category</b>	Land use categories found within the Specific Plan Area, such as residential, mixed use, retail commercial, etc., that then are broken down into sub-categories, such as low density residential, medium density residential, high density residential, etc.
<b>Mare Island</b>	The geographic entity bounded by San Pablo Bay, the Mare Island Strait (mouth of the Napa River), the Carquinez Strait, and the San Pablo Bay National Wildlife Refuge.
<b>Mare Island Futures Project</b>	The Mare Island conversion process <u>leading to the Final Reuse Plan (1994).</u>
<b>Mare Island Historic District (also City of Vallejo MIHD)</b>	The district established with the adoption of the Mare Island Amendment, as is consistent with the boundaries of the district in the National Register of Historic Places' Mare Island Historic District ( <i>see Figure 2-1 of the Specific Plan</i> ).
<b>Mare Island Naval Shipyard Historic District</b>	The National Historic landmark designated by the Secretary of the Interior in 1976. This designation covers five separate areas: Shipyard Historic District; Shipyard Support District; Naval Ammunition Depot; Hospital District; and U.S. Marine barracks District.
<b>Master Developer Parcels</b>	Reuse Areas 1B-10A; Main Gate; and Rail Road Spur.
<b>Master Development Plan</b>	<u>Land use program for build-out of the Master Development Plan Area (Table 3-2), including identified infrastructure improvements and overall project design concepts as discussed in the Specific Plan. The conceptual application of the overall Land Use Development Program (as provided in detail in Appendix E) within those Reuse Areas controlled by the Master Developer (Lennar Mare Island, LLC.) under the Acquisition Agreement. The Master Development Plan Area includes all or a portion of Reuse Areas 1A and 2A through 10A.</u>

<b>Master Development Plan</b>	The Specific Plan development program and project design concepts described herein for the Master Developer Parcels.
<b>MIRA</b>	Mare Island Remediation Agreement.
<b>MIRIS</b>	Mare Island Reuse Infrastructure Study, the commonly used name for the Mare Island Utilities Operations, Maintenance and Capital Improvements Plan (1997).
<b>MOA</b>	Memorandum of Agreement established among the SHPO, the Navy and the Advisory Council (later amended to include the City of Vallejo, establishing responsibilities for historic resources review.
<b>MUPD</b>	Mixed Use Planned Development; the City of Vallejo zoning designation for the developed portion of Mare Island.
<b>MUP</b>	Master Utility Plans: a detailed analysis of existing utility systems on Mare Island, based on MIRIS, and design and engineering calculations for necessary capital improvements. The MUP also includes the Mare Island Water Model report.
<b>National Register</b>	The State Office of Historic Preservation, California Register of Historic Resources.
<b>NEPA</b>	National Environmental Policy Act <del>Protection Agency</del> .
<b>NHL</b>	National Historic Landmark District, which is comprised of four Areas or Sites (A-D)
<b>North Island Industrial Park</b>	Reuse Area 1A.
<b>North Residential Village</b>	Reuse Area 6.
<b>Northwest Industrial Area</b>	Reuse Area 1B.
<b>OHP</b>	California Office of Historic Preservation. The director of OHP is The State Historic Preservation Officer (SHPO).
<b>Open Space/Recreation</b>	Reuse Area 13.

<b>PD</b>	Planned Development.
<b>PPC</b>	Pittsburg Power Company (also known as Island Energy).
<b>Project Guidelines</b>	Historic Resources Project Guidelines ( <i>see</i> glossary listing).
<b>PSR</b>	State Route 37/Mare Island Interchange Project Study Report.
<b>RAB</b>	Restoration Advisory Board, a citizens oversight group active during the acquisitions phase of the reuse planning process, as required by Federal Base closure regulations.
<b><u>RCRA</u></b>	<u>Resource Conservation and Recovery Act</u>
<b>Residential Unit Cap</b>	The maximum number of housing units identified for development on Mare Island (1400).
<b>Reuse Plan</b>	The Mare Island Final Reuse Plan, accepted by the City of Vallejo City Council in 1994, established policies and concepts for civilian use of the former U.S. Navy base through a community based planning process as well as professional consultant input.
<b>ROW</b>	Right of Way.
<b>RWQCB</b>	The San Francisco Regional Water Quality Control Board.
<b>SHBC</b>	The State Historic Buildings Code, an alternative code allowing for flexibility in the design of structural and access improvements for designated historic buildings.
<b>Shipyard</b>	That property developed by the Navy over the history of its use of Mare Island, including buildings, piers, docks, shipbuilding facilities, rail lines, the Causeway, the Entry Gate, and Roosevelt Terrace barracks.
<b>SHPO</b>	The California State Historic Preservation Officer, who has the authority to oversee preservation of state and federally designated cultural resources
<b>South Island Business Park</b>	Reuse Area 10A.
<b>South Residential Village</b>	Reuse Area 8.

<b>Specific Plan</b>	The <del>amended and restated</del> Mare Island Specific Plan, <u>initially adopted March 30, 1999 and any associated amendments amended and restated by the City December 6, 2005, together with any associated environmental document/s. _____, 2004.</u> References to the Specific Plan preceded by a year date <u>“1999 Specific Plan”</u> should be understood to mean the Mare Island Specific Plan as it was <u>at that particular time adopted on March 30, 1999.</u> For example, the initial Plan would be cited as the <u>“1999 Specific Plan.”</u>
<b>Specific Plan Area</b>	Defined and illustrated in 1.4B of the Specific Plan ( <b>Figure 1-2</b> ). The Specific Plan Area, as revised from the 1999 Specific Plan, does not include Roosevelt Terrace.
<b>State Lands Commission</b>	The California State Lands Commission, which received ownership of a number of properties on Mare Island through the transfer process, the largest of which is in Reuse Area 10A.
<b>TDM</b>	Travel Demand Management.
<b>TM</b>	Treatment Measure.
<b>Town Center</b>	Reuse Area 2A.
<b>University Area</b>	Reuse Area 9.
<b>USFWS</b>	United States Fish and Wildlife Service.
<b>VCUSD</b>	Vallejo City Unified School District.
<b>VSFCD</b>	Vallejo Sanitation and Flood Control District.
<b>Waterfront Business Campus</b>	Reuse Area 3A.
<b>Waterfront Industrial Park</b>	Reuse Area 5.
<b>Waterfront Mixed Use</b>	Reuse Area 3B.



<b>Waterfront Plan Area</b>	The Waterfront Plan Area includes approximately 126 acres along the east and west sides of Mare Island Way from Solano Avenue to the Mare Island Causeway. The project envisions a mix of commercial, residential, entertainment and recreational activities, as well as a range of public facilities and improvements. In summary, the development program for the waterfront area includes over 500,000 square feet of commercial space, more than 1,000 residential units, a 200 room hotels, a bus transfer facility and over 8 acres of public open space.
<b>Waterfront Promenade</b>	The waterfront along Mare Island Strait extending from the Causeway south to the Historic Core Plaza.
<b>West Business Park</b>	Reuse Area 2B.
<b>Work Group</b>	One of two components of the first step in the conversion process. The Work Group was made up of more than 50 representatives of labor, business, government, education, environmental organizations, and private citizens with special interests in the reuse of Mare Island.

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Amended and Restated      December  
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Amended      June  
2007

Appendix B.1

# Historic Project Guidelines



ADOPTED - DECEMBER 2005  
AMENDED - JULY 2007

PUBLIC REVIEW DRAFT: JUNE 11, 2007

**PROPOSED 2007  
MARE ISLAND SPECIFIC PLAN AMENDMENT II  
REVIEW GUIDE**

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Attached are amendments made to **Appendix B.1 Historic Project Guidelines of the 2005 Mare Island Specific Plan**. The document has also been reformatted and notes are provided indicating where significant changes have been made. Minor editorial changes or changes made for clarification are not highlighted. An updated Table of Contents and Figures will be provided for final printing. (Revised 5/14/07)

*Table of Contents will be revised for final document printing.*

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## 1.0 INTRODUCTION/PURPOSE

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*The following sections have been summarized from previous text, as most of the information is provided in Chapter 2.0 of the S.P.*

The Mare Island Historic Resources Project Guidelines (Historic Project Guidelines) contain the standards, procedures, regulations and criteria by which compatible development within the portion of the Mare Island Historic District (Historic District) addressed in the 2005 Mare Island Specific Plan Amended and Restated (Specific Plan) may proceed, as well as standards for the conservation and reuse of the historic resources within the Specific Plan area. In addition to establishing standards, procedures, regulations and criteria, it includes an explanation of the planning and review process designed to ensure that the historic character and significance of the Historic District are maintained, while allowing for appropriate reuse of Mare Island.

These Historic Project Guidelines are **Appendix B.1** to the Specific Plan. All other applicable appendices, including **Appendix B.2** the Revised Predictive Archaeological Model and Archaeological Treatment Plan which describes the requirements for archaeological resources; **Appendix B.3** the Historic Resources Catalog which provides detailed information regarding the individual contributing resources and **Appendix B.4** Mare Island Historic District Design Guidelines which identifies character areas and sub-areas as well as laying out guidelines for establishing project sites or areas of sensitivity, address projects within the Historic District.

### 1.1 REQUIREMENT FOR HISTORIC PROJECT GUIDELINES

In 1997, the City of Vallejo, the Navy, the Mare Island Naval Shipyard, the Advisory Council on Historic Preservation and the California State Historic Preservation Officer (SHPO) entered into a Memorandum of Agreement (MOA) establishing standards for the transfer of the Naval Shipyard to the City. The MOA required the City to amend its Architectural Heritage and Historic Preservation Ordinance (Chapter 16.38 of the Vallejo Municipal Code Preservation Ordinance [V.M.C.]) to include "interim" regulations for projects within the Historic District and to require that more specific "project guidelines" for listed structures and landscapes within the Historic District be prepared. The MOA completed the Navy's obligations under Section 106 of the National Historic Preservation Act, one of the preconditions for the Shipyard to be transferred out of federal ownership.

In March 1999 per the MOA, the City adopted the mandated Mare Island Amendment to the Preservation Ordinance which included a requirement that "project guidelines" be prepared as part of a future Mare Island Specific Plan

Amendment, and the standards and regulations provided within the Ordinance be applicable until the completion of the “project guidelines”. In March 2002, the actual transfer of title of Mare Island to the City occurred.

In December 2005, the City adopted the Mare Island Specific Plan, Amended and Restated, which included **Appendix B.1** Historic Project Guidelines, as required by the Mare Island Amendment and MOA. Given the completion of these Historic Project Guidelines and compliance with the Mare Island Amendment, in (June) 2007 the City adopted an amendment to the V.M.C. Preservation Ordinance, which requires all projects within the Historic District to comply with the Mare Island Specific Plan, including these Historic Project Guidelines. The remaining contents of the Preservation Ordinance related to “interim” regulations and standards for projects within the Historic District were therefore removed from the V.M.C.

### **1.1.1 DESIGNATION OF MARE ISLAND AS A HISTORIC DISTRICT**

Mare Island has been designated and listed as a historic district at various federal, state and local levels. At the federal level, the “Mare Island Naval Shipyard” was listed as a National Historic Landmark on May 15, 1975. The National Register of Historic Places (National Register), the nation’s official list of cultural resources identified as worthy of preservation, listed the “Mare Island Historic District” on the National Register on January 21, 1997. As nominated by the U.S. Navy, the Historic District contains 502 buildings, structures and landscapes (50 of which were within the boundaries of the National Historic Landmark) and one archaeological site comprised of 27 separate features.

Mare Island was listed as California State Historical Landmark No. 751 in 1979 as the “First U.S. Naval Station in the Pacific”, and the California Register of Historic Resources (California Register), the state version of the National Register includes all California State Historical Landmarks includes the Mare Island Historic District and those boundaries mirror those in the National Register.

At the local level, in 1999, the City of Vallejo Preservation Ordinance of the Vallejo Municipal Code (Chapter 16.38) was amended to include the Mare Island Amendment. The “Mare Island Historic District,” which is coterminous with the National Register Historic District, was then designated as a local historic district. The City Historic District includes all structures listed as “contributing resources” to the National Register Historic District, as well the one “contributing resource” consisting of 27 separate archaeological features.

A more detailed description of the above historic designations and listings are provided in Chapter 2.0 Cultural Resources of the Mare Island Specific Plan. The boundaries of the Historic District are provided in **Figure B.1-1**.

Figure B.1-1

## **1.2 PURPOSE OF THE HISTORIC PROJECT GUIDELINES**

These Historic Project Guidelines provide specific and detailed standards for the Historic District and each contributing resource regarding alteration, demolition, relocation and new construction based on the standards for treatment. The Historic Project Guidelines as well as **Appendix B.2** the Revised Predictive Archaeological Model and Archaeological Treatment Plan which describes the requirements for archaeological recourses; **Appendix B.3** the Historic Resources Catalog which provides detailed information regarding the individual contributing resources and **Appendix B.4** Mare Island Historic District Design Guidelines, are all intended to accomplish the following:

- Explain the City's preservation and reuse goals and objectives;
- Detail the regulatory framework for preservation and reuse;
- Provide standards for treatment of historic resources;
- Provide Historic District and Reuse Area review criteria;
- Define a review process which ensures that no significant impact occurs to the Historic District or to the Landmarks within the Historic District;
- Define key terms and concepts, including the concept of project site;
- Catalogue the resources, their characteristics, designation status; and
- Provide recommended and not recommended actions for each resource.

## **1.3 LOCAL HISTORIC PRESERVATION GOALS, POLICIES AND OBJECTIVES**

Reuse of the former Mare Island Naval Shipyard must comply with all applicable City plans and ordinances, which includes the goals, policies and objectives. Although each of these plans and ordinances share a common vision of economic revitalization through reuse and development of the former Shipyard, they focus on different aspects of the planning process. The need to preserve the Shipyard's historic character is a common theme in all of the planning documents. Applicable policy documents are defined in Chapter 2.0 of the Specific Plan and are also provided below. They include the following:

- City of Vallejo General Plan
- City of Vallejo Municipal Code

- Mare Island Specific Plan and Appendices

### 1.3.1 CITY OF VALLEJO GENERAL PLAN

The City of Vallejo planning policies focus on protecting the character of the Historic District, while recognizing that many individual structures will not find a place in 21st century industrial, commercial, or residential development. Adaptive reuse, not simply of the individual buildings, but also of the Historic District itself, is therefore the chief objective. Just as the Mare Island Shipyard broke new ground as the first naval station in the Pacific, the City of Vallejo expects to take a national leadership role in the reuse of historic military bases.

The General Plan includes the following goals relevant to redevelopment of Mare Island:

***Industrial Development Goal 1:*** To maintain Mare Island as an economic asset – particularly in terms of industrial development – for the community.

***Historic Preservation Goal:*** Preserve and improve historically and architecturally significant structures and neighborhoods.

### 1.3.2 CITY OF VALLEJO MUNICIPAL CODE

Prior to the development of these Historic Project Guidelines, the Mare Island Amendment to the City Preservation Ordinance of the Vallejo Municipal Code provided for the development of the Historic Project Guidelines, specified the process and findings for obtaining a Certificate of Appropriateness (COA) for alterations to historic resources or construction of new buildings or structures at certain locations and the process and standards for issuance of demolition permits within the Historic District. The Mare Island Amendment also allowed for the use of conservation easements and the Mills Act to encourage preservation within the Historic District.

The Mare Island Amendment, Section 16.38.030 of the Vallejo Municipal Code, has been amended to refer to the Mare Island Specific Plan including these Historic Guidelines, for regulations regarding the Historic District. The relevant redevelopment goals as originally established by the Mare Island Amendment and now replaced by these Historic Project Guidelines are as follows:

- A. Implement the goals and policies of the Vallejo General Plan as they pertain to Mare Island and the goals, standards and procedures of the Mare Island Specific Plan.
- B. Recognize the significance of Mare Island's role in the history of Vallejo, California and the United States.

- C. Incorporate contributing resources on Mare Island into the City's regulations and procedures so that these resources will be preserved and protected, and thereby continue to contribute to the city's cultural and aesthetic heritage.
- D. Encourage the adaptive reuse of contributing resources which is critical to meeting the needs of the community, including economic development, job creation, and additional cultural, educational and recreational opportunities.
- E. Enhance property values and increase economic benefits to the community through the exploration and implementation of creative incentives for preservation.
- F. Protect and enhance Mare Island's attraction to tourism and thereby economic development.
- G. Integrate preservation of contributing resources into public and private development.

### 1.3.3 MARE ISLAND SPECIFIC PLAN

The Specific Plan contains numerous policies affecting reuse of the formal Naval Shipyard, but the following are of particular importance to protection of historic resources within the Historic District:

- A. Impacts to the Historic District and to individual Landmarks shall be avoided. Any alteration, relocation or demolition of existing individual structures and any new construction shall be conducted in a manner that does not significantly impact the Historic District or a Landmark structure or site.
- B. New construction shall be consistent with the requirements of the Urban Design Guidelines in Section 4.0 of the Specific Plan, the Historic Project Guidelines, the Design Guidelines for the Historic District (**Appendix B.4**), and all other applicable sections of the Specific Plan and Appendices. These envision that Mare Island will function as an exemplar of mixed-use development and will continue to be characterized by a diversity of uses, architectural styles, and Eras, past and future.
- C. In making decisions that affect the character of the Historic District or a National Historic Landmark, the City shall follow the priorities set forth in the Historic Project Guidelines and the Design Guidelines for the Historic District.

- D. The City will encourage removal of buildings or structures which were constructed outside the period of significance and which adversely affect the historic character of the Historic District.
- E. The City will encourage development and funding of an interpretive program to highlight and explain the history of the Mare Island Naval Shipyard and its relationship to the built environment.

#### 1.3.4 URBAN DESIGN GUIDELINES

The Specific Plan includes general Urban Design Guidelines in Chapter 4.0, some of which have been drafted for the purpose of protecting the existing character of the Historic District. These Historic Project Guidelines and the Urban Design Guidelines are designed to work together to implement important preservation policies. As set forth in the Specific Plan, the Urban Design Guidelines are intended to:

- Ensure that new development is compatible with and does not detract from the setting and feeling of the Historic District;
- Address existing visual and aesthetic features that are not historic in nature;
- Resolve differences between general City policies and historic preservation priorities; and
- Establish a vision for the future design of each of the Reuse Areas.

#### 1.3.5 DESIGN GUIDELINES FOR THE HISTORIC DISTRICT

The Design Guidelines for the Historic District (**Appendix B.4**) are an implementation tool, intended to guide the review and permitting processes for changes in the Historic District.<sup>1</sup>

The Design Guidelines illustrate use of the *Secretary's Standards for the Treatment of Historic Properties (Standards for Treatment, 1995, Weeks and Grimmer)*, which are discussed in the Section 4.0, and provide explanatory detail specific to the complexity of the Historic District, including the identification of what are described as individual Character Areas and Sub-Areas that define the setting for the Historic District. They are for use by City Staff, the Architectural Heritage and Landmarks Commission (AHLIC) and other City agencies to evaluate the appropriateness of work proposed in the Historic District. Property owners and their consultants (architects, engineers,

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<sup>1</sup> Developed by Winter & Company, in collaboration with SWA, Inc. and JWC Urban Design, as part of the 2005 Specific Plan amendments and restatements.

etc.) will also be required to use the Design Guidelines in preparing proposals that will be consistent with the preservation goals for the Historic District.

*The following section is added to reference other applicable sections of the Mare Island Specific Plan that may affect the projects within the Historic District.*

### **1.3.6 OTHER MARE ISLAND SPECIFIC PLAN REFERENCES**

It is important to note that while the above-mentioned policy documents directly relate to development within the Historic District, other chapters of the Specific Plan and Appendices are also applicable. This includes the following:

- Chapter 3.0 Land Use – Defines the appropriate use of buildings within the 13 Reuse Areas.
- Chapter 5.0 Transportation – Provides the guidelines for the transportation system throughout Mare Island including within the Historic District; includes **Appendix D** street-Cross Sections for Mare Island.
- Chapter 6.0 Utilities Systems - Defines the infrastructure to support the development of Mare Island, specifically the water, sewer and storm drainage systems; includes **Appendix A** Master Utility Plans.
- Chapter 7.0 Other Services – Defines the community services for Mare Island, such as parks and open space.
- Chapter 8.0 Implementation – Provides a phasing program for the redevelopment of Mare Island; includes **Appendix E** Preliminary Master Development Plan.



## 2.0 KEY DEFINITIONS AND TERMS

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*(Key Definitions was previously in Chapter 3.0. The numbered definitions were provided in Chapter 16.38 of the Vallejo Municipal Code (VMC).)*

This Chapter provides the reader with definitions of the key preservation terms and a summary of the historic resource classifications. This is important to understanding the review process and evaluation criteria designed to insure that reuse of Mare Island will not significantly impact the Historic District.

### 2.1 DEFINITIONS

1. **AHLC:** Architectural Heritage and Landmarks Commission; Commission responsible for the review of projects within the Mare Island Historic District.
2. **Aspects of integrity:** Location, design, setting, materials, workmanship, feeling, and association codified in National Register Bulletin 15.
3. **California Register:** California Register of Historical Resources.
4. **CEQA:** California Environmental Quality Act.
5. **CHARACTER-DEFINING FEATURE:** Those visual aspects and physical elements that comprise the appearance of a historic building, structure or property, and that are significant to its historic, architectural and cultural values, including the overall shape of the structure, building or property, its materials, craftsmanship, decorative details, interior spaces and features.
6. **COA:** Certificate of Appropriateness; the approval issued by the Planning Manager or AHLC for a construction, alteration and/or relocation project that is in conformance with all the provisions of this Historic Project Guidelines prior to the undertaking of the project.
7. **Certified historic preservation project:** A project certified by the National Park Service (NPS) for purposes of investment tax credits codified in 36 CFR 67.

8. Chief Building Official - Chief official of the building division of the Development Services Department or his or her designee.
9. City Landmark: Those buildings, structures, landscaping, districts and neighborhoods found to have unique historic, architectural, aesthetic or local interest or value and/or are eligible for or listed in the National Register for Historic Places and/or California Register of Historical Resources, and have been designated as such by the AHLC.
10. City of Vallejo Mare Island Historic District: District established with the adoption of the Mare Island Amendment. The boundaries of this district are consistent with those of the National Register of Historic Places Mare Island Historic District. (Both districts, the National Register District and City of Vallejo Mare Island Historic District, are referred to as the Mare Island Historic District in these Historic Project Guidelines and also include the National Historic Landmark District Areas).
11. Contributing resource: A resource that is 1) listed as a Landmark to the Mare Island Historic District, 2) listed in the National Register of Historic Places as contributing to the character of the Mare Island Historic District, 3) listed on the California Register of Historical Resources, and/or 4) designated as contributing to the character of the City of Vallejo Mare Island Historic District.
12. Demolition permit: Approval issued by the AHLC or Planning Division for a demolition project that is in conformance with all the provisions of these Historic Project Guidelines prior to the undertaking of the project.
13. Exterior architectural appearance: Architectural character and general composition of the exterior of a building or structure, including, but not limited to, such character-defining features as: type and texture of building material; type, design, and character of all windows, doors, stairs, porches, railings, molding and other appurtenant elements.
14. Integrity: Integrity is the ability of a property to convey its significance. For a district to retain integrity as a whole, the majority of the components that make up the district's historic character must possess integrity even if the individually undistinguished.

15. **HABS: Historic American Buildings Survey; a Federal preservation program with standards for recording historic resources which combines drawings, history and photography for a comprehensive record.**
16. **Interior architectural appearance: Architectural character and general composition of the interior of a city landmark, including, but not limited to, such character-defining features as: rooms and/or spaces; structural elements and archaic building materials which may be concealed within walls, floors and roofs; wall, ceiling and floor finishes; and mechanical, electrical and plumbing fixtures and equipment.**
17. **Mare Island Historic District: District listed in the National Register for Historic Places in 1997. The boundaries of this district include all parts of the National Historic Landmark listed in 1976. (Both districts, the National Register District and City of Vallejo Mare Island Historic District, are referred to as the Mare Island Historic District in these Historic Project Guidelines and include the National Historic Landmark District Areas).**
18. **Mare Island Historic Project Guidelines: Guidelines for development within the Mare Island Historic District.**
19. **Mare Island Naval Shipyard Historic District: National Historic Landmark designated by the Secretary of Interior in 1976. The National Historic Landmark covers five separate areas: Shipyard Historic District; Shipyard Support District; Naval Ammunition Depot; Hospital District; and U.S. Marine Barracks District.**
20. **Mare Island Specific Plan: Specific plan, and any amendments thereto, prepared pursuant to Chapter 16.104 and Chapter 16.116 of the City of Vallejo Municipal Code and Government Code Section 65450 et seq.**
21. **Memorandum of Agreement: Memorandum of Agreement among The United States Navy, the Advisory Council on Historic Preservation and The California State Historic Preservation Officer Regarding the Layaway, Caretaker Maintenance, Leasing, and Disposal of Historic Properties on the Former Mare Island Naval Shipyard, Vallejo, California, dated May 1997 and as amended February**

2000. Non-contributors listed in the Memorandum of Agreement Appendix C are not subject to the provisions of this amendment.

22. National Historic Landmark District Area: One of the four geographically distinct areas or groupings, which covers 50 buildings and structures, 42 of which are still extant, designated by the Secretary of the Interior. The NHL listing is the highest level of federal recognition available for historic resources.
23. Period of Significance: The length of time when a historic building, property or site was associated with important events, activities, or persons, or attained the characteristic which qualifies it for listing or registration.
24. Planning Manager: Manager of the Planning Division of the Development Services Department or his or her designee. The Planning Manager or his or her designee shall serve as the Secretary to the AHLC.
25. Project: The whole of any action related to new construction, alteration, relocation or demolition of a contributing resource or group of contributing resources, or within the project site of a contributing resource within the Historic District.
26. Project site: Legal parcel on which a project or contributing resource, as defined herein, is located. If no legal parcel exists which either immediately or reasonably surrounds a project, the Planning Manager or AHLC may determine such project site.
27. Standards for treatment: Secretary of the Interior's Standards for Treatment of Historic Properties (U.S. Department of the Interior, 1995).
28. Substantial adverse change: When a project would cause a substantial adverse change in the significance of a contributing resource or Historic District.

*(The following section was relocated from Chapter 4.0 of this document.)*

## **2.2 INDIVIDUAL RESOURCE CLASSIFICATIONS**

The City has distinguished among the contributing resources in the Mare Island Historic District based on their individual historic significance. While individual

significance is only one consideration in evaluating a development proposal, it is useful information which will assist the City in reviewing reuse, redevelopment and demolition proposals.

Contributing resources have been classified as one of the following:

**Landmarks (Highly Significant)** - Landmarks that have been determined by the City to be of outstanding historical or architectural significance. This group includes all 42 current extant buildings, structures or sites within the four National Historic Landmark groupings. If, in the future, additional City Landmarks were designated within the Historic District, they will be included in this group.

**Notable Resources (Individually Significant)**- Buildings, structures, or sites identified as contributing resources in the National Register Nomination Form which are not listed as City Landmarks, but which are of noteworthy historical or architectural significance. All of the structures within this group are individually noted as having individual historical or architectural significance in the National Register Registration Form, which includes individual descriptions of these resources.

Notable Resources must contribute to the historic significance of the Historic District by location, design, setting, materials, workmanship, feeling and association. They must add to the Historic District's sense of time and place and historical development. They cannot have been so altered or have so deteriorated that the overall integrity of the building has been irretrievably lost. Generally they must be 50 years or older.<sup>2</sup> A resource which lacks individual significance, but which is part of a grouping of resources that communicates a sense of time, place and historical development may be included within this group.

Notable Resources may be eligible for individual listing on the National and California Registers. They may also meet the criteria for a certification of significance as a Certified Historic Structure under the Federal Tax Credit Program, as defined in Section 6.0 of this document.

**Component Resources (Not Individually Significant)**- Buildings, structures and sites identified as Contributing Resources in the National Register Nomination Form which are not listed as City Landmarks and lack individual historical, engineering, or architectural significance, are small secondary structures, or lack overall integrity due to alteration or deterioration of location, design, setting, materials, workmanship, feeling or association.<sup>3</sup> Resources in this group may possess lower levels of integrity than Landmarks or Individually Significant contributing resources.

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<sup>2</sup> This is consistent with 36 CFR § 67.4 and § 67.5 requirements for certifications of historic significance.

<sup>3</sup> This is consistent with 36 CFR 67.4 and 67.5(a)(2) definitions of a building that does not contribute to the historic significance of a district and 36 CFR 67.5(b)(5)'s definition of the types of buildings in a functional grouping which may be demolished with the proper showing.

Component Resources are generally not eligible for individual listing on the National and California Registers. They would be expected to receive a Determination of Nonsignificance under the Federal Tax Credit Program, 36 C.F.R. Section 67.4(a).

Section 3.0 of these Historic Project Guidelines provides a summary of all of the contributing resources based on the above classifications.

## 2.2.1 HISTORIC RESOURCE CATALOGUE

**Appendix B.3** contains a catalogue of the resources that contribute to the Historic District. The catalogue entry for each resource includes:

- Resource name and resource number
- Resource designation and significance status (based on above classification)
- Photograph of the resource
- Reuse Area containing the resource
- Resource's property type and architectural style
- Construction date and Era, as numbered 1 through 5 (e.g. 1 = 1954-1865; 2 = 1866-1897; 3 = 1898-1918; 4 = 1919-1938; and 5 = 1939-1945)
- Resource square footage and number of stories
- Notes, including any description of the resource contained in the Registration Form, and any other information that was used in classifying the resource
- Recommended treatment for the resource

## 2.2.2 RECLASSIFYING RESOURCES

As previously stated, the classifications of all contributing resources within the Historic District are listed in the Catalogue in **Appendix B.3**. In the future, contributing resources within the Historic District may be reclassified to a different significance category as required by the following:

*(The following was provided in Chapter 16.38 of the VMC and amended to include willful neglect.)*

1. Approval by the AHLC at a noticed AHLC public hearing.



2. The decision to reclassify historic resources must be made on the basis of substantial evidence, which may include becoming eligible for the National Register, evidence of a loss of integrity or other physical change in the character of the resource.
3. May not be due to willful neglect.

### 3.0 HISTORIC DISTRICT CHARACTERISTICS

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*(The contents of the following chapter were provided in Chapter 4.0, entitled Planning Considerations. The text has been edited to reflect the appropriate topics and reformatting.)*

These Historic Project Guidelines attempt to provide an understanding of the characteristics of the Historic District, which allows the City to make more informed decisions about the future of all of the historic resources and the Historic District itself.

For planning purposes, the City has developed a series of planning considerations or characteristics for evaluating development proposals within the Historic District. Because the resources can only be understood in the context in which they were built; impacts, must also be reviewed in context. This approach is also consistent with the *Secretary's Standards*, which require consideration of "setting" in determining compatibility, and with the Tax Program Regulations, which require consideration of impacts to a "project site."

As identified by the City, these considerations include the following:

*(The considerations have been reformatted.)*

- (1) Historic District environment;
- (2) Individual Historic Significance;
- (3) Property type;
- (4) Period of significance and Eras;
- (5) Sub-area sensitivity; and
- (5) Area Resources and Character Defining Features

Every development proposal will be evaluated based on a continuum for each of these considerations, from "most impactful" to "least impactful." Depending on the location of the development proposal, one or more of the considerations may be significant to the decision-making. These considerations are expanded upon in the Design Guidelines for the Historic District (**Appendix B.4**), which provide illustrated discussions of recommended treatments.

### 3.1 HISTORIC DISTRICT ENVIRONMENT

In the case of the Mare Island Historic District, the historic environment was characterized by constant change, reuse, and replacement of resources. Many of the buildings were built as temporary structures, intended to be relocated as military needs changed. For the purposes of the Registration Form, "integrity" was defined as of 1945, but the individual structures may have been modified



many times between their construction and the end of World War II. Other buildings which remained in their pre-1945 locations were nonetheless altered significantly before completion of the National Register survey.

The quality and importance of the historic resources within the Historic District vary dramatically, from Landmark buildings to minor repetitive resources such as electrical enclosures and garages. Loss or substantial modification of contributing resources could have a dramatic impact on the significance of the Historic District, depending on the location of the building, while loss of resources might be less noticeable in the context of the overall Historic District.

The decision-making process for Mare Island is especially complex because it involves both a large, multi-faceted Historic District and a four-part National Historic Landmark designation, with hundreds of individual resources of varying importance. While 42 structures have been individually designated as Landmarks by the City, the real importance of Mare Island is as a district representing nearly 150 years of United States military history and the City of Vallejo's economic and social history.

Historic preservation planning must therefore occur at several different levels. The overall character of the Historic District, as more than the sum of its parts, requires definition and protection. However, the District is large and heterogeneous, with many smaller component areas, some related functionally and others chronologically or architecturally. For instance, the four groupings of the National Historic Landmark can function as preservation sub-areas for planning purposes. Other areas of greater and lesser sensitivity are identified by the Design Guidelines for the Historic District (**Appendix B.4**).

The Historic District encompasses approximately 65 percent of the Mare Island Naval Shipyard and includes approximately 661 buildings and structures, 502 of which are identified as contributing resources, including 12 historic landscape areas, and one archeological site comprised of 27 discrete features. Of the 502 buildings and structures that are contributing resources, 392 are located within the area slated for reuse by the master developer under this Specific Plan.

### **3.2 INDIVIDUAL HISTORIC RESOURCE SIGNIFICANCE**

The following table provides a summary of the number of contributing resources within the Historic District, by Planning Area and by significance classification, as described in Section 2.0.

*Tables have been revised to reflect reclassifications, per Sections 6 and 7 of the Settlement Agreement.*

TABLE 1 TYPES AND NUMBERS OF HISTORIC RESOURCES WITHIN THE HISTORIC DISTRICT (SUMMARY OF CONTRIBUTING RESOURCES)				
REUSE AREA	LANDMARKS Highly Significant	NOTABLE RESOURCES Individually Significant	COMPONENT RESOURCES No Individual Significance	TOTAL
1A		1		1
2A		4	5	9
2B		12	32	44
3A		5	10	15
3B	14	25-26	26-25	65
4	17	40	30	87
5	1	23-26	30-27	54
6	4	27-35	50-42	81
8	5	1012	108	25
9	1	14	5	20
10A		15	14	29
10B			2	2
SUBTOTAL	42	180	170	392
11				
12				
TOTAL				

Of the 392 resources within the Specific Plan area of the Historic District, approximately 11 percent are Landmarks, 46 percent are Notable Resources, and the remaining 43 percent are Component Resources with no individual significance.

However, as discussed below, individual significance is only one consideration or criterion for making development decisions, which includes property type and Era of construction. Historic resources that are not individually significant may nonetheless contribute significantly to the Historic District or a sub-area.

### 3.3 PROPERTY TYPES

Given the large number of resources within the Historic District, it is also helpful to categorize them by general property types. In some cases, the number of buildings or structures within a particular property type may be relevant to significance, or may affect planning decisions about reuse or demolition. To the extent the major property types exhibit defining characteristics, this information is useful in reviewing new construction.

### 3.3.1.1 MAJOR PROPERTY TYPES

For the purpose of evaluating significance and integrity, as well as providing guidance for new construction, the 392 contributing resources within the Specific Plan have also been divided into 19 major property types. For each type, defining features have been generally identified and described.

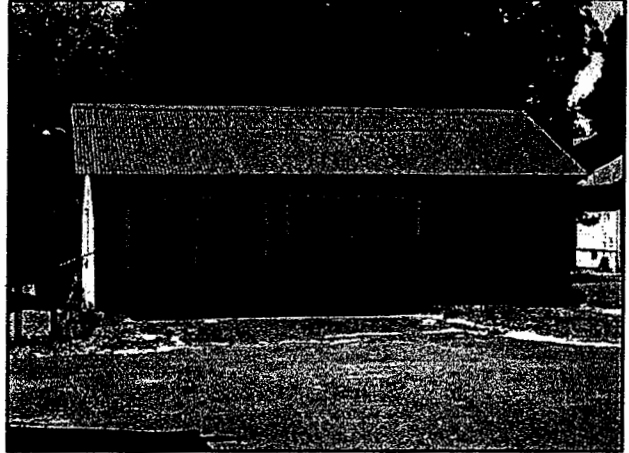
TYPE	LANDMARKS	NOTABLE RESOURCES	COMPONENT RESOURCES.	TOTAL
A – Single-Family Residential	20	20	1	41
B- Residential Garage / Shed	0	21	21	42
C – Duplex And Multi-Family Residential	2	13	12	27
D – Barracks	0	9	3	12
E – Small Industrial Garage/ Shed/ Pumphouse /Electrical Facility	0	2	32	34
F – Bomb Shelter	0	1	34	35
G – Latrine	0	1	7	8
H – Other Infrastructure	0	5	9	14
I – Landscape	0	10	0	10
J – Masonry Industrial/ Ordnance Storage/Warehouse	2	13	12	27
K – Wooden Industrial/ Ordnance Storage /Warehouse	9	4	8	21
L – Metal-Clad Industrial/ Ordnance Storage /Warehouse	0	15	8	23
M – Masonry Industrial Shops	5	17	1	23
N – Wooden Industrial Shops	N/A	N/A	N/A	N/A
O – Metal-Clad Industrial Shops	0	14	12	26
P – Masonry Administrative, Institutional Or Commercial	2	16	5	23
Q – Wooden Administrative, Institutional Or Commercial	1	3	3	7
R – Metal-Clad Administrative, Institutional Or Commercial	0	4	2	6
S- Berths/ Quays/ Causeways	1	12	0	12
<b>TOTAL</b>	<b>42</b>	<b>180</b>	<b>170</b>	<b>392</b>

Each of these major property types is described below, including a brief discussion of defining features applicable within the categories. Photographs of a representative example (prototypes) of each of these property types are provided on **Plate 4**.

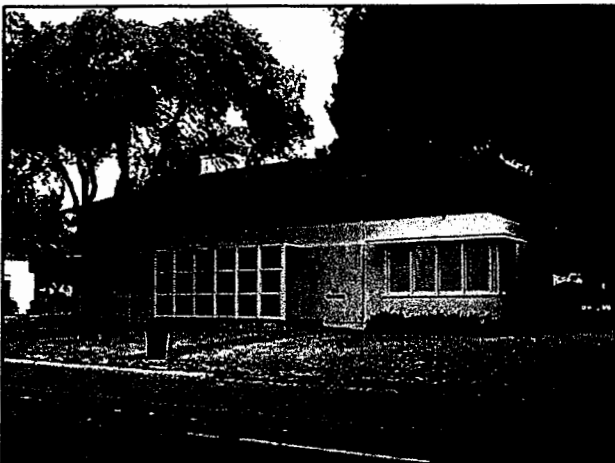
**Plate 4: Property Types**



**A – Single-Family Residential (Building U)**



**B – Residential Garage / Shed (Building 0133B)**



**C – Duplex And Multi-Family Residential (Building Q07/08)**



**D – Barracks (Building 0459)**



**E – Small Industrial Garage/ Shed/ Pumphouse/ Electrical Facility (Building 1278, adjacent to H081)**



**F – Bomb Shelter (Building S23-01, adjacent to 0047A)**

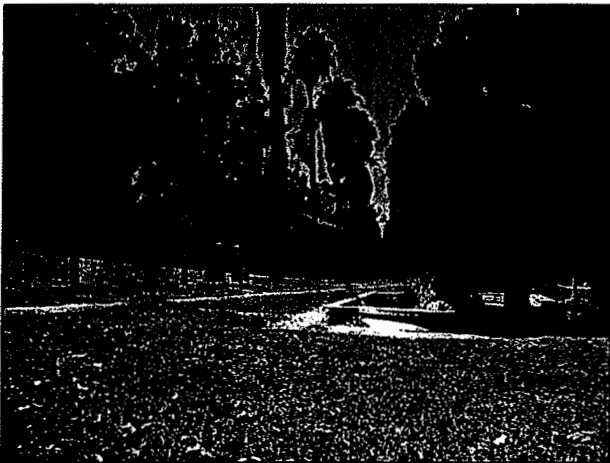
**Plate 4: Property Types**



**G – Latrine (Building 0077A)**



**H – Other Infrastructure (Building H074)**



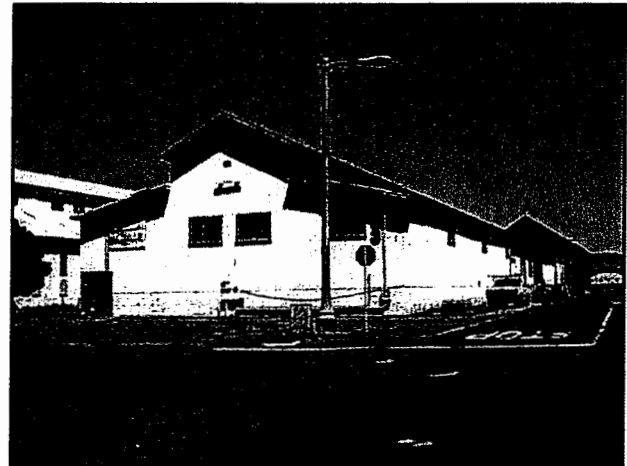
**I – Landscape (Club House Drive Park)**



**J – Masonry Industrial/ Ordinance Storage Or Warehouse (Building 0207)**

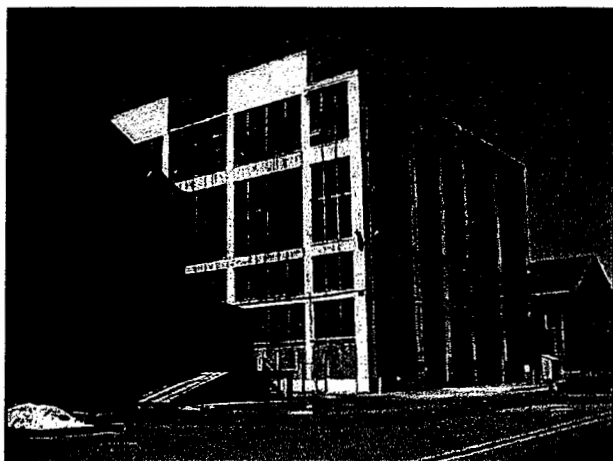


**K – Wooden Industrial/ Ordinance Storage Or Warehouse (Building 0111)**

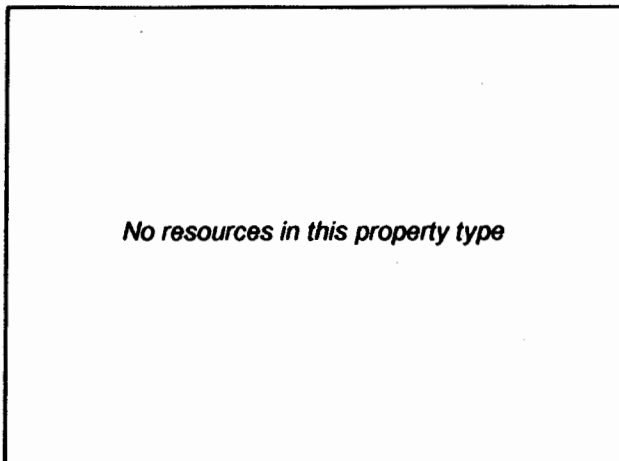


**L – Metal-Clad Industrial/ Ordinance Storage Or Warehouse (Building 0223)**

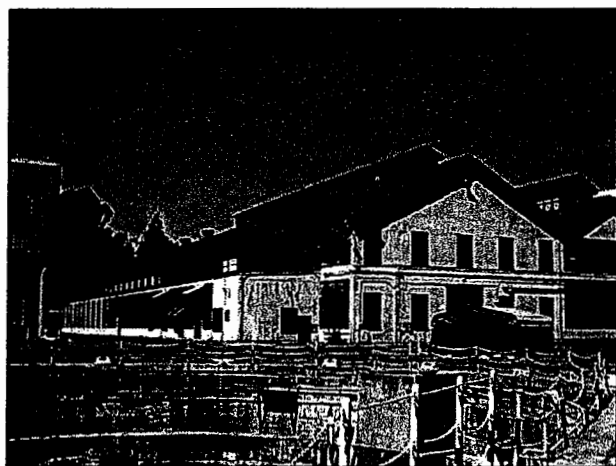
**Plate 4: Property Types**



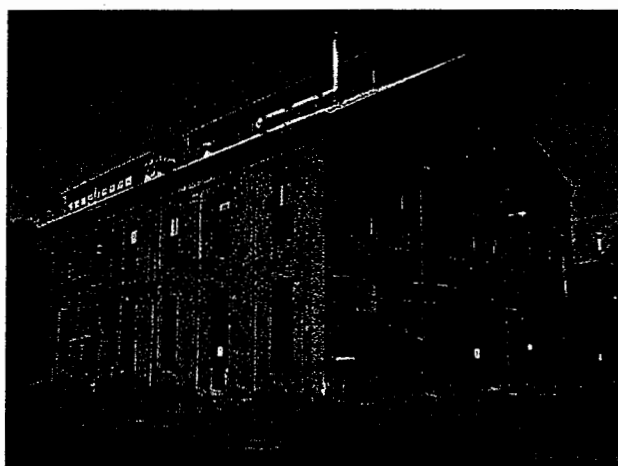
**M – Masonry Industrial Shops (Building 0271)**



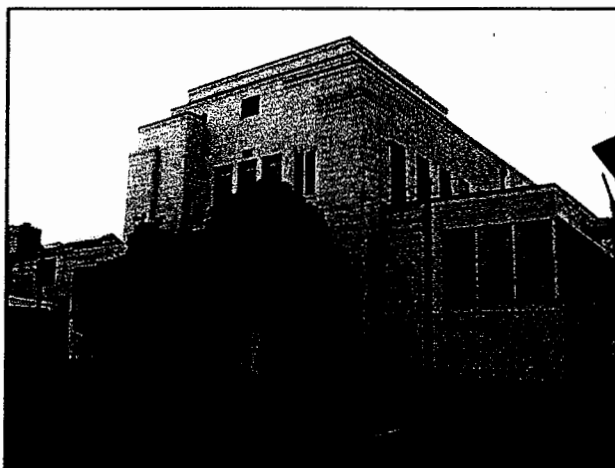
**N – Wooden Industrial Shops**



**O – Metal-Clad Industrial Shops (Building 0116)**



**P – Masonry Administrative, Institutional, Or Commercial (Building 0065)**

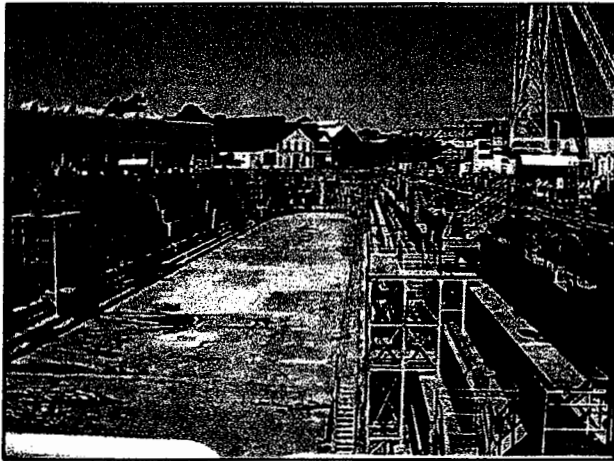


**Q – Wooden Administrative, Institutional, Or Commercial (Building 0569)**



**R – Metal-Clad Administrative, Institutional, Or Commercial (Building 0208)**

**Plate 4: Property Types**



**S – Berths/Quays/Causeways (Dry Dock 2)**

## **A – Single-Family Residential**

The 41 single-family residential buildings range from very small (a few hundred square feet) vernacular buildings to elaborate residences (over 10,000 square feet). Most of the single-family residential resources are in the middle range, neither large nor small. They range from modest single-story houses with simple, painted wood siding, to hip roofed cottages; numerous two and one-half story, Classical Revival, and some three-story Queen Anne style officer's quarters. Their plans vary from completely square to elaborate, irregular shapes. Roof forms also vary among the many hip-roofed examples, to side-gabled and jerkinhead rooflines. Nearly all of the 41 single-family residences are finished in painted wood, most of which are horizontal shiplap siding, although one residence is clad in stucco. The single-family residences were built between 1870 and 1941, with most (24) built in Era 3, from 1898 to 1918. Common single-family residence subtypes include: Classical Revival style Officer's Quarters (American Foursquare, A through E, and H through O); vernacular style (0017, 0019 and 0021); vernacular style hipped roof cottages; and Queen Anne. The Classical Revival style, American Foursquare Officer's Quarters and Queen Anne style Officer's Quarters each retain individual significance and are all designated Landmarks.

## **B- Residential Garage / Shed**

The 42 Residential Garage/Shed resources range from very small, utilitarian shed buildings to a distinctive, multi-unit Spanish Eclectic style garage. Quite a few of the garages and sheds are neither large nor small, built to store military bulk goods or multiple vehicles. The structures vary in height from one to one and one half stories. These sheds and garages range from modest single-story, lean-to sheds (made from discarded doors and on-hand materials), to flat roofed garages from the 1930s and 1940s, to an over-painted greenhouse and a "moveable" hip roofed garage with large "eye" hardware on the ridges (for transportation via crane). Their plans vary from completely square to irregular shapes, although most of the garages are rectangular. Roof types are principally side-facing, medium pitched gabled roofs, although there are examples of front-facing gabled roofs, some flat, hipped and saw-toothed roofs. Most of the roofs are painted corrugated metal, some are asphalt or otherwise shingled. At least one garage has a Spanish tile roof. Because the structures are generally utilitarian, few have ornamentation such as fascia boards, most with windows have flat, painted surrounds and many windows are boarded-over. The garage doors are, for the most part, set at regular intervals along the long sides of the rectangle plans. Pedestrian doors include a variety of different types from slab type to multi-panel interior doors and two-panel with glazed lights. Garage doors range from large sliders with glazed multiple lights to painted wood multi-panel and slabs and metal pivot types, and numerous pairs of large doors on side hinges. Nearly all of the sheds and garages are finished in painted wood siding (vertical, board and batten and horizontal shiplap and clapboard) or corrugated metal, although at least one is clad in stucco. These residential garages and sheds were built between



1900 and 1944, with most constructed during Era 4, between 1919 and 1938, concurrent with widespread use of the automobile. Garage and shed subtypes include: side-facing gabled roof types (single door, R-G, B-G and S-B and two-door, E-C, 0133B, L-F, J-E, H-64, M-063, M-D); and front-facing gabled roof types (single door, M-007A, 0131A, 0019A, 0029A, 0029G, M-001C, T-A and U-B, and two-door, P-D, O-F, G-B, C-J, 0017B, 0160A, M-125 and M-126).

### **C – Duplex And Multi-Family Residential**

The 27 Duplex and Multi-Family Residential buildings range from very small vernacular buildings to a distinctive Classical Revival example. Most of these residential buildings are in the middle range, neither large nor small, built to house more than one military family. The buildings in this category vary from one to three stories in height. Examples range from the pair of identical Queen Anne style Officers' Quarters to modest vernacular buildings constructed at the turn of the century, to the ten mid-century Contemporary, International-influenced duplexes (an example of which is described above). Their plans vary from completely square to irregular shapes, although the early 1940s examples are all rectangular. Roof shapes are principally medium pitched hipped roofs, but there are a few instances of front-facing and intersecting gabled roofs and some flat, hipped, and saw toothed roofs. The roofs are generally composition shingled. In part because the buildings were constructed as military housing and intended to be utilitarian, only examples from the late 1800s and early 1940s appear to be high style or architect-designed. Nearly all of the duplex and multi-family residential buildings are finished in painted wood siding (vertical, board and batten, or horizontal shiplap and clapboard), although the World War II Era buildings all have stucco bases. The duplex and multi-family residential buildings were built between 1888 and 1942, with the majority constructed during Era 5, from 1939 to 1945. Common duplex and multi-family building subtypes include: Queen Anne style duplex officers' quarters (M-003 and M-004); Contemporary, International-influenced duplex officers' quarters (Q01/2, Q03/04, Q05/06, Q07/08, Q09/10, Q11/12, Q13/14, Q16/15, Q17/18, Q19/20); and duplexes-garages (QA01/02, QA03/04, QA05/06, QA07/08, QA09/10, QA11/12, QA13/14, QA15/16, QA17/18 and QA19/20).

### **D – Barracks**

The 12 buildings within the Barracks group range from one to three and one-half stories in height and from rectangular to **E-** to **U-** and **F-**shaped in plan. Their architectural styles vary from vernacular and utilitarian to Spanish Eclectic and Classical Revival. Exterior finishes range from concrete to stucco over concrete to painted wood (lapped wood, tongue and groove). Roof shapes are predominantly hipped, with a few examples of intersecting side gables and nearly flat side gables. The Barracks buildings were constructed between 1920 and 1943; most were built during Era 5, between 1939 and 1945. Common barracks subtype buildings include: rectangular, two-story, low sloping side-gabled roofed

types (H083 and H084); and **E**-shaped, two-story, Spanish Eclectic style types (0459 and 0543).

### **E – Small Industrial Garage/ Shed/ Pumphouse/ Electrical Facility**

Because of the wide deviation of building uses within the Small Industrial Garage/ Shed/ Pumphouse/ Electrical Facility group, there are few common characteristics among the 34 resources. Buildings range from one standard or high-cube story to two stories in height. Their plans vary from rectangular and square in shape, with some variation, to one octagonal-shaped building. Finishes range from stucco and painted corrugated metal to concrete and brick. Rooflines are predominantly flat, with examples of side- and front-gabled (both low and medium pitched), hipped and polygonal (with monitor). These buildings were constructed between 1903 and 1943, with the majority constructed during Era 5, from 1939-1945. Common subtypes in the category include: rectangular with side-gabled roof (0854, 1278, H034 and 0100a); and rectangular or square with flat roof (0109, 0251, 0255, 0493, 0469, 0541, 0592, 0671, 0728, 0730, 0693, 0730, 0781, 0801, 0822, 0830, 0828, 0834, 0898, 0782, A260, A192, H066 and H075).

### **F – Bomb Shelter**

Unlike other property types on Mare Island, the bomb shelter buildings vary little among the 35 examples. Most are rectangular in plan, although at least three are L-shaped. All appear to have flat roofs with low parapets, and all are constructed of board-formed, reinforced concrete. Design deviation includes a few with chambered, 45-degree angled corners (instead of square). While most are entirely freestanding, one group of bomb shelters serves as the retaining wall for a park, and a pipe (likely for steam) is set on one side of each of their roofs. Some are set in paved areas and others are located in or nearby lawn with mature trees. The bomb shelters were constructed in 1942, during Era 5 (1939-1945). There is very little distinction between the examples.

### **G – Latrine**

All of the eight buildings within this group are essentially rectangular in plan and all are one story in height. Exterior wall finishes vary from painted corrugated metal to stucco. Rooflines are predominantly hipped, with a few examples of side-facing gables, one flat-roofed instance, and another nearly flat roof with a very low peak at the center. The latrine buildings were constructed between 1906 and 1942; most were built during Era 5, from 1930 to 1945. Subtypes within the latrine category include: flat (and nearly flat) roofed rectangular plans (0390A and 0766) and side-gable roofed rectangular plans (0603, 0742A and 0858).

## **H – Other Infrastructure**

The 14 buildings and structures within the Other Infrastructure group are very diverse, ranging from a vault extension to sentry houses and walls, a vacuum system house, an underground freshwater tank, a fire alarm tower, and bus shelters. Among these diverse types, there are few common features; however, many share certain elemental attributes. These shared characteristics include being a single (mostly high-cube) story in height. Most are constructed in masonry (reinforced concrete or brick) materials and many have flat roofs and strongly expressed bases. They range in style from utilitarian to Classical Revival and Spanish Eclectic to Streamline Moderne. These buildings and structures were built between 1918 and 1944; most were constructed during Era 5, from 1939 to 1945. Because these resources are so diverse, the only similar subtype within the category is the pair of bus shelters (BS2 and BS3).

## **I – Landscape**

The 10 resources in the landscape category are each unique and range from City Beautiful Movement-inspired plantings, to palm trees along Azuar Drive (formerly Cedar Avenue), to the well-ordered Parade Grounds, and to Officer's Row Landscape, which has "no identifiable theme" (as described in the National Register Registration form). For ease of reference, these individually designated landscapes are noted as follows: (1) Alden Park and Bandshell, (2) Farragut Plaza, (3) Chapel Park, (4) Officers Row, (5) Palms along Azuar Drive (formerly Cedar Avenue), (6) Clubhouse Drive Park, (7) Parade Ground, (8) M-1 Landscape, (9) Hospital Grounds H-1, and (10) Hospital Grounds H-72. Although each is a "designed landscape," the various plans of the resources share a studied balance between measured, generally axial formality and relaxed, natural arrangement of plantings and other elements. Nearly all of the landscape contributors contain lawn, mature trees and plantings, and most possess walkways, walls, and comparatively exotic plantings. Most of the landscapes date from Eras 2 and 3 (1866-1897 and 1898-1917), although many are not associated with a specific year of construction.

## **J – Masonry Industrial/ Ordnance Storage/ Warehouse**

The 27 buildings within the Masonry Industrial/Ordnance Storage/Warehouse group range from small, simple, single-story utilitarian buildings to distinctive, two-story brick buildings with front-facing gabled roofs. The buildings range in style from utilitarian to Classical Revival and Streamline Moderne. Exterior wall materials vary from brick to concrete and concrete block. While most are rectangular in plan, some have irregular rectangular shapes. Roofs are predominantly side-facing, medium pitched gables, with a few examples of flat roofs (one variant has a monitor). Most of the buildings are either brick or reinforced concrete. Nearly all of the buildings have large industrial doors (sliding and hinged), usually on the end walls. The buildings were constructed between 1858 and 1942, with most built in Era 3, from 1898 to 1918. Subtypes

include: very low pitched (nearly flat) roofed types; side-facing gable roofed types (0071 and 0207); flat roofed, multi-story types (0215, 0225, 0229 and 0483); and side-facing gable roofed types (0098, A031, A049, A054, A065, A130, A131, A220, A221, A222, A223, A224 and A225). The front-facing, gable roofed, brick examples (0069, 0077, 0088 and 0114) while of the same subtype, retain individual significance and are classified as Landmarks and Notable Resources.

### **K – Wooden Industrial/ Ordnance Storage/ Warehouse**

The 21 buildings in the Wooden Industrial/Ordnance Storage/Warehouse group are predominantly one story in height (some are high-cube), and all are utilitarian in style. The buildings range in size from very small (1,800 square feet) to very large (over 24,000 square feet). Most are rectangular in plan. Roof forms vary from medium pitched, front-facing, gabled roofs to numerous gambrel roofs. Most of the buildings are wood framed with painted corrugated metal sheathing, but a few have wood siding (both painted and unpainted). Nearly all of the buildings have large industrial doors (sliding and hinged), usually on the end walls. The buildings were constructed between 1901 and 1945, with most built between 1898 to 1918 (Era 3). The nine gambrel-roofed coal shed examples, while of the same property type, each retain individual significance and are designated as Landmarks.

### **L – Metal-Clad Industrial/ Ordnance Storage/ Warehouse**

The 23 buildings in the Metal-Clad Industrial/Ordnance Storage/Warehouse group are all utilitarian in style. They vary from narrow to wide rectangular and irregular rectangular shapes and include some configured in L plans. Roofs are predominantly front-facing, medium pitched and gabled, although there are some nearly flat roofs. Many of this property type feature distinctive monitor roofs. All of the buildings are wood framed with painted corrugated metal sheathing. Nearly all of the buildings have large industrial doors (sliding and hinged), usually on the end walls. The buildings were constructed between 1899 and 1943, with most built during Era 3, from 1898 to 1918. Subtypes include: front-facing, gable roofed types (0113, 0455, 0507, A072, A076 and A256); front-facing gable roofed types, with shed extension (A069, A080 and 0702); multi-front-facing gable roofed types (0257, A258); front-facing gable roofed with monitor (0213, 0221, 0223, 0237 and 0253); and flat roofed with monitor (0373 and 0527).

### **M – Masonry Industrial Shops**

The 23 buildings in the Masonry Industrial Shops category range from Classical Revival to utilitarian in style. Their plans vary from narrow to wide rectangular and irregular rectangular shapes. Most of the buildings are massed in large, uninterrupted blocks. Exterior materials include brick and reinforced concrete. Nearly all of the brick buildings were built before the turn of the 20<sup>th</sup> century and

most are Classical Revival in style. The brick buildings generally have wood sash windows; the concrete buildings have steel sash windows. Both window types are large multi-light, although the steel sash examples are larger. Roof forms also vary from the many side-facing gable roofed examples to nearly flat and flat roofs and hipped roofs. Nearly all of the buildings have large industrial doors (sliding and hinged), usually on the end walls. The buildings were constructed between 1856 and 1945, with most built during Era 5, from 1939 to 1945. Subtypes include flat roofed, curtain wall types (0386, 0388). The Classical Revival style, brick, side-facing gable roofed examples, while of the same subtype, retain individual significance and are classified as Landmarks (0046, 0087, 0085, 0089 and 0091) and Notable Resources (0101, 0165, 0052, 0050, 0106 and 0118).

### **N – Wooden Industrial Shops**

There are no examples of wooden industrial shops on the Island; this category is therefore not applicable.

### **O – Metal-Clad Industrial Shops**

The 26 buildings in the Metal-Clad Industrial Shops category are from one to two stories in height and range from very large (over 100,000 square feet) to very small (approximately 1,000 square feet). Most of these shops are finished in painted corrugated metal. Their plans vary from narrow to wide rectangular shapes; and some buildings have additions, which make them irregular rectangles in plan. Roof forms also vary among the many front-facing gable roofed examples, from nearly flat, to flat and monitor roofs. Nearly all of the buildings have large industrial doors (sliding and hinged), usually on the end walls. Although some of these buildings have no windows, the earlier examples (built before roughly 1930) have multi-light, wood frame windows, and later examples (constructed in the 1930s and 1940s) have steel sash, multi-light windows. A few examples have continuous glass curtain walls. The buildings were constructed between 1901 and 1943, with most built during Era 5, between 1939 and 1942. Subtypes include: front-facing gable roof types (0115, 0531, 0810, 0855 and A159); front-facing gable roof, with monitor types (0116, 0164 and 0804); and very low pitched (nearly flat) gable roof with monitor types (0559, 0599, 0637, 0689, 0738 and A215).

### **P – Masonry Administrative, Institutional Or Commercial**

The 23 buildings in the Masonry Administrative, Institutional, or Commercial category range from one to five stories in height. Most are brick construction, stucco-clad, or stucco over concrete. They range in style from Classical Revival to Spanish Eclectic and Streamline Moderne, and there are numerous examples of simple utilitarian and vernacular buildings. Their plans vary from simple rectangular forms to irregular and L- shaped plans. While some of the examples have flat roofs, many have side and front gables or gables with monitors or hipped roofs. Because of the range of uses included in the category, examples vary from

large, architect-designed institutional buildings to very small, entirely utilitarian storage buildings. Some of the industrial and institutional buildings in this category have large hinged or sliding doors. Buildings in this category were constructed between 1864 and 1941, with the most built during Era 5, 1919 to 1938.

#### **Q – Wooden Administrative, Institutional Or Commercial**

The 7 buildings in the Wooden Administrative, Institutional, or Commercial category range from one to two stories in height. All are wood framed with painted wood siding. Siding varies from wood shingles to horizontal shiplap and dropped board siding. They range in styles from Classical Revival and Shingle style to simple utilitarian buildings. Because of the diverse range of uses included in this category, buildings and structures range from a bandshell and church to a disbursing office, police station, and post office. Buildings in this category were constructed between 1895 and 1944, with the most built during the period 1939 to 1945 (Era 5). Their shapes vary widely from the raised, octagonal bandshell, to simple rectangular and irregular rectangle plans. Because of the wide range of uses and few resources in this category, roof forms follow no set pattern. There are only two resources of the same subtypes in this category, (0749 and 0761), both of which are flat roofed, utilitarian style buildings.

#### **R – Metal-Clad Administrative, Institutional, Or Commercial**

The 6 buildings in the Metal-Clad Administrative, Institutional, or Commercial category range from one high-bay to two stories in height. All examples are wood framed with painted metal siding and are rectangular in plan. Because of the simple, functional uses of the examples, all are utilitarian in style. Roof shapes range from hipped to front-facing gables and nearly flat roofs. Some buildings in this category have large sliding or hinged doors. Buildings in this category were constructed between 1911 and 1941, with the most built during Era 3, from 1898 to 1918.

#### **S- Berths/ Quays/ Causeways**

The 13 structures, objects and sites range in use from a causeway to drydocks, slips and berths, quay walls and ways. These resources vary in materials from wood to concrete and granite. Because of the practical functions of the resources, most are utilitarian in style. Resources in this category were constructed between 1891 and 1942, with the most built during Era 4, from 1919 to 1938. Subtypes in this category include: the two 20<sup>th</sup> century drydocks (Drydocks 2 and 3); ways (Ways 1 and 2); and quay walls (Quay Wall/Berths 2-6, 7-10 and 13-19).

### 3.3.1.2 REPETITIVE RESOURCE TYPES

Repetitive resources are defined as property types or subtypes containing five or more examples. Repetitive resources are largely ancillary structures, or similar property types or subtypes, consisting primarily of Component Resources that are not individually significant. Ten of the property types described above contain repetitive resources. Of the 392 resources included in the area being developed by the master developer, 219 or 56 percent are repetitive resources, as detailed below.

Although most of the repetitive resources are Component Resources, there is an additional consideration in their evaluation. Some repetitive resources may be more significant as a group, such as the bomb shelters, than as individual structures. Another example of a grouping is a garage or shed that are functionally related to a mansion. Other repetitive resources such as electrical enclosures, are simply repetitive ancillary structures that do not communicate substantial additional sense of time or place as a group, nor are they visually cohesive.

Photographs of a representative example of each of the repetitive resource types are provided on **Plate 5**.

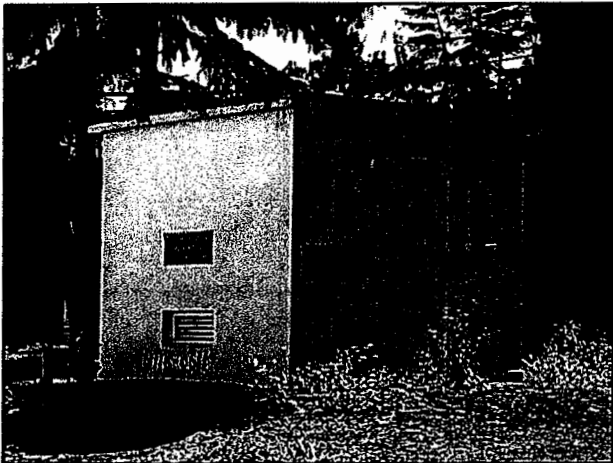
**Plate 5: Repetitive Resource Types**



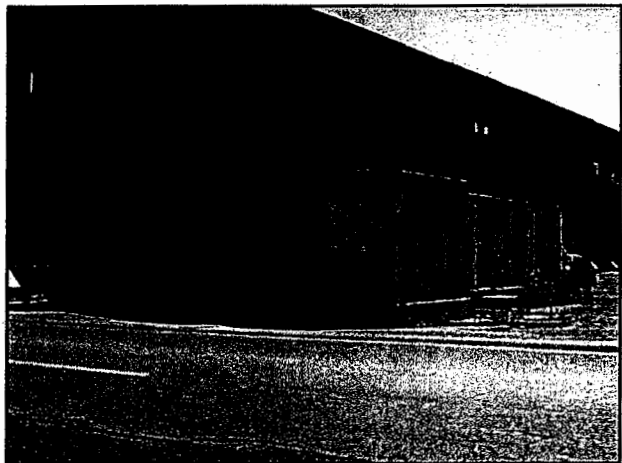
**B – Residential Garage / Shed (Building G-B)**



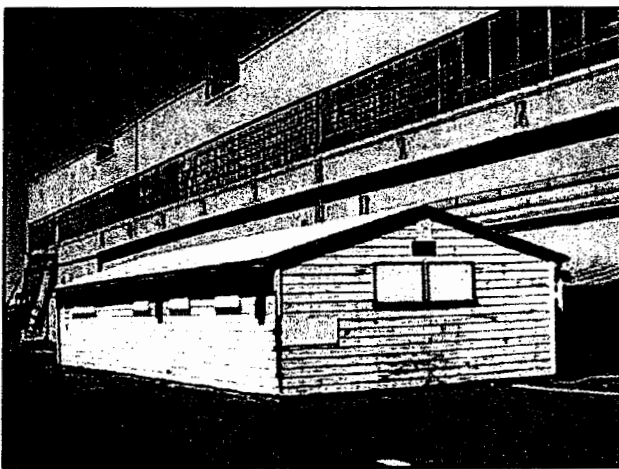
**C – Duplex And Multi-Family Residential (Building QA 07/08)**



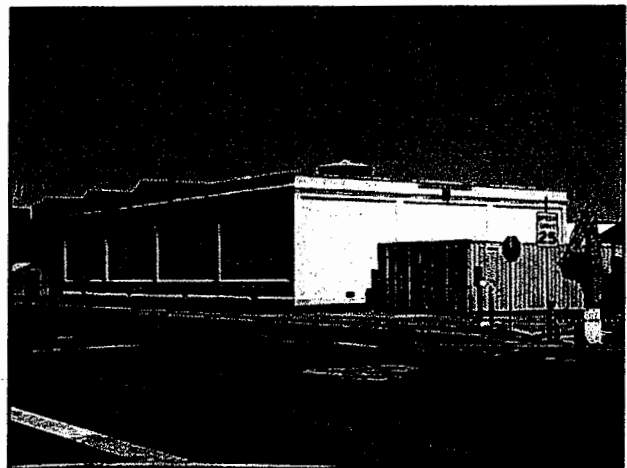
**E – Small Industrial Garage/ Shed/ Pumphouse/ Electrical Facility (Building 0592)**



**F – Bomb Shelter (Building FA-04)**



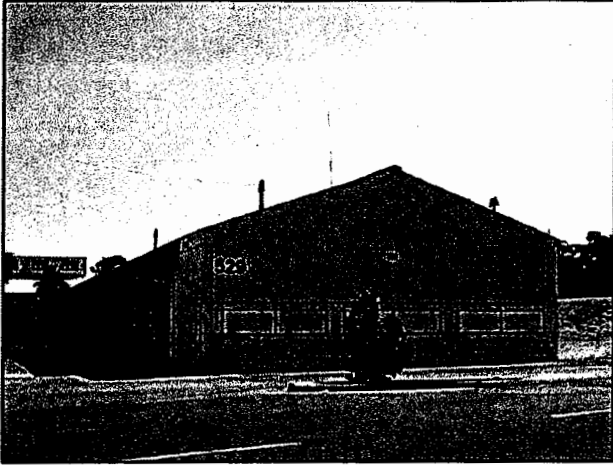
**G – Latrine (Building 0742A)**



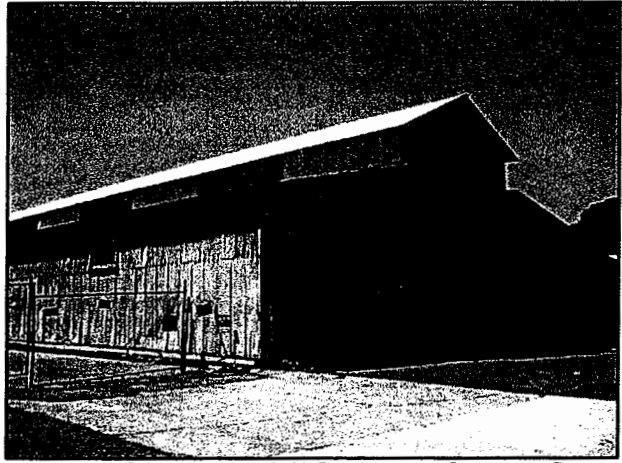
**J – Masonry Industrial/ Ordinance Storage Or Warehouse (Building 0239)**



**Plate 5: Repetitive Resource Types**



**K – Wooden Industrial/ Ordinance Storage Or Warehouse (Building 0529)**



**L – Metal-Clad Industrial/ Ordinance Storage Or Warehouse (Building 0213)**



**M – Masonry Industrial Shops (Building 0461)**



**O – Metal-Clad Industrial Shops (Building 0115)**

### **A- Residential Garage / Shed**

Of the 42 Residential Garage/Shed resources, 40 are considered repetitive resources and two (0928 and A-J) are not. One of these is a distinctive Spanish Eclectic garage and the other is a greenhouse. Repetitive garage and shed subtypes include two basic types: side-facing gabled roof types (single door, R-G, B-G and S-B and two-door, E-C, 0133B, L-F, J-E, H-64, M-063, M-D); and front-facing gabled roof types (single door, M-007A, 0131A, 0019A, 0029A, 0029G, M-001C, T-A and U-B, and two-door, P-D, O-F, G-B, C-J, 0017B, 0160A, M-125 and M-126).

### **B – Duplex And Multi-Family Residential**

Of the 27 resources in this property type, the 10 duplex-garages are considered repetitive resources (QA01/02, QA03/04, QA05/06, QA07/08, QA09/10, QA11/12, QA13/14, QA15/16, QA17/18 and QA19/20).

### **C – Small Industrial Garage/ Shed/ Pumphouse /Electrical Facility**

All of the 34 resources in this property type are considered repetitive resources. Common subtypes in the category include: rectangular with side-gabled roof types (0854, 1278, H034 and 0100a); and rectangular or square with flat roof types (0109, 0251, 0255, 0493, 0469, 0541, 0592, 0671, 0728, 0730, 0693, 0730, 0781, 0801, 0822, 0830, 0828, 0834, 0898, 0782, A260, A192, H066 and H075).

### **D – Bomb Shelter**

The 35 bomb shelters that make up this property type are considered repetitive resources.

### **E – Latrine**

All 8 of the buildings that make up this property type are considered repetitive resources. There are no important distinctions between latrine subtypes, all of which are essentially rectangular in plan and one story in height.

### **F – Masonry Industrial/ Ordnance Storage/ Warehouse**

The 27 buildings within the Masonry Industrial/Ordnance Storage/Warehouse group range from small, simple, single story utilitarian buildings to distinctive two story brick buildings with front-facing gabled roofs. Of the 27 buildings in this property type, 21 are considered repetitive resources. The front-facing, gable roofed brick examples (0069, 0077, 0088 and 0114) retain individual significance and are classified as Landmarks and Individually Significant Contributing Resources. They are therefore not considered repetitive resources.

The 23 repetitive resources in this property type include examples of the following roof types: very low pitched (nearly flat), side-facing gable roofed types (0071 and 0207); flat roofed, multi-story types (0215, 0225, 0229, 0239 and 0483); side-facing gable roofed types (0098, A031, A049, A054, A065, A130, A131, A220, A221, A222, A223, A224 and A225); and central monitor with side shed roofs (0757).

#### **G – Wooden Industrial/ Ordnance Storage/ Warehouse**

The 21 buildings in the Wooden Industrial/Ordnance Storage/Warehouse group are predominantly one story in height (some are high-cube), and all are utilitarian in style. Of the 21 buildings in this property type, 12 are considered repetitive resources. These include: 0027, 0027A, 0049, 0100, 0102, 0111, 0180, 0259, 0529, 0728A, 0788 and 0803. The nine gambrel-roofed coal sheds each retain individual significance and are classified as Landmarks. They are therefore not considered repetitive resources.

#### **H – Metal-Clad Industrial/ Ordnance Storage/ Warehouse**

The 23 buildings in the Metal-Clad Industrial/Ordnance Storage/Warehouse group are all utilitarian in style. Subtypes include: front-facing gable roofed types (0113, 0455, 0507, A072, A076 and A256); front-facing gable roofed typed with shed extension (A069, A080 and 0702); multi-front-facing gable roofed types (0257, A258); front-facing gable roofed with monitor types (0213, 0221, 0223, 0237 and 0253); and flat roofed with monitor types (0373 and 0527). All 23 buildings are considered repetitive resources.

#### **I – Masonry Industrial Shops**

The 23 buildings in the Masonry Industrial Shops category range from Classical Revival to utilitarian in style. Of the 23 buildings in this property type, 11 are considered repetitive resources. The Classical Revival style, brick, side-facing, gable roofed examples retain individual significance and are classified as Landmarks (0046, 0087, 0085, 0089 and 0091) and Individually Significant Contributing Resources (0101, 0165, 0052, 0050, 0106 and 0118). They are therefore not considered repetitive resources.

The 11 repetitive resources in this property type include examples of the following subtype: flat roofed, curtain wall types (0271, 0386, 0388, 0390, 0680, 0688 and A266) and flat roofed, punched window types (0273, 0461, 0676, 0742).

#### **J – Metal-Clad Industrial Shops**

The 26 buildings in the Metal-Clad Industrial Shops category are from one to two stories in height and range from very large (over 100,000 square feet) to very small (approximately 1,000 square feet).

All 26 buildings in this property type are considered repetitive resources. Subtypes include: front-facing gable roof types (0115, 0531, 0810, 0855 and A159); front-facing gable roof with monitor types (0116, 0164 and 0804); and very low pitched (nearly flat) gable roof with monitor types (0559, 0599, 0637, 0689, 0738 and A215).

### 3.4 PERIOD OF SIGNIFICANCE AND ERAS

The Historic District includes buildings, sites and structures from five Eras: 1854-1865 (Founding of the Shipyard through Civil War), 1866-1897 (Civil War to the Spanish American War), 1898-1918 (Spanish-American War through World War I), 1919-1938 (the Interwar Years), and 1939-1945 (World War II). The defined period of significance for the National Register listing covers 91 years, from 1854-1945.

The majority of contributing resources in the National Register Registration Form were constructed in Eras 3 and 5, with more than 40 percent of the total number built immediately before or during World War II. Interestingly, the individually designated Landmarks were primarily constructed during Era 3, from 1898 through 1918. In all, Landmarks within the Specific Plan Area date from four of the five Eras, with seven from the first Era (1854-1865), five from the second Era (1866-1897), 28 from the third Era (1898-1918), and one, the hospital, from the fourth Era (1919-1938).

The National Register Nomination Form contains an extensive evaluation of whether post-1945 buildings, structures and sites should have been included in the period of significance.<sup>4</sup> Ultimately, post-1945 buildings and areas of the base dominated by post-1945 construction were not included in the Historic District because a case for exceptional significance could not be established and linked firmly to individual buildings, structures, or sites built after 1945.

Mare Island's most important role during the post World War II period was its role in nuclear submarine repair and construction. This work largely took place within pre-1945 buildings, often with little modification to their exteriors. As noted on page 8-59 of the Registration Form, "(n)ew construction predominantly took the form of temporary buildings, scattered throughout the area." "Beyond the shipyard, the trend at Mare Island was toward the abandonment of historic functions and only partial reuse of historic buildings." Thus, post-1945 buildings were not included as part of the District when it was listed in 1997.

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<sup>4</sup> Pages 8-56 through 8-60 of the National Register of Historic Places Registration Form for Mare Island Historic District, Vallejo, California, January, 1996.

**Table 3** shows the number of structures from each Era identified as Contributing Resources in the National Register Registration Form, by Reuse Area.<sup>5</sup>

TABLE 3 CONTRIBUTING RESOURCES BY ERA AND REUSE AREA						
REUSE AREA	ERA 1 1854-1865	ERA 2 1866-1897	ERA 3 1898-1918	ERA 4 1919-1938	ERA 5 1939-1945	TOTAL
1A				1		1
2A				1	8	9
2B				3	1	4
3A				6	9	15
3B	6	1	37	9	11	64
4	2	6	32	19	27	86
5	1		9	6	38	54
6		2	14	27	38	81
8		6	7	5	6	24
9			2	8	8	18
10A			8	3	18	29
10B					2	2
TOTAL	9	15	109	88	166	387

<sup>5</sup> One building in area 3B (buildings 0125) and 4 landscape features (1 in sub area 4, 1 in 8, and 2 in sub area 9) do not have construction dates.

Table 4 provides a breakdown of major property types by Era.

TABLE 4 CONTRIBUTING RESOURCES BY PROPERTY TYPE AND ERA							
TYPE	ERA 1	ERA 2	ERA 3	ERA 4	ERA 5	NONE	TOTAL
A – Single-Family Residential	0	5	24	10	2	0	41
B- Residential Garage / Shed	0	0	6	28	8	0	42
C – Duplex And Multi-Family Residential	0	2	2	1	22	0	27
D – Barracks	0	0	1	4	7	0	12
E – Small Industrial Garage/ Shed/ Pumphouse /Electrical Facility	0	0	4	10	20	0	34
F – Bomb Shelter	0	0	0	0	35	0	35
G – Latrine	0	0	2	1	5	0	8
H – Other Infrastructure	0	0	1	3	9	1	14
I – Landscape	0	3	2	1	0	4	10
J – Masonry Industrial/ Ordnance Storage Or Warehouse	3	1	12	2	9	0	27
K – Wooden Industrial/ Ordnance Storage Or Warehouse	0	0	15	1	5	0	21
L – Metal-Clad Industrial/ Ordnance Storage Or Warehouse	0	0	12	5	6	0	23
M – Masonry Industrial Shops	5	2	5	5	6	0	23
N – Wooden Industrial Shops	N/A	N/A	N/A	N/A	N/A	N/A	N/A
O – Metal-Clad Industrial Shops	0	0	6	3	17	0	26
P – Masonry Administrative, Institutional Or Commercial	1	1	6	8	7	0	23
Q – Wooden Administrative, Institutional Or Commercial	0	0	3	0	4	0	7
R – Metal-Clad Administrative, Institutional Or Commercial	0	0	4	1	1	0	6
S- Berths/ Quays/ Causeways	0	1	4	5	3	0	13
TOTAL	9	15	109	88	166	5	392

### 3.5 SUB-AREA SENSITIVITY

The following sub-area characteristics or development patterns are important in defining the Mare Island Historic District:

- The basic relationships among contributing resources were *ad hoc* and functional, reflecting the operational needs of the military at both the conclusion of World War II and in 1996 when the Shipyard closed. Historic structures which did not continue to meet military needs during the Cold War were altered, moved or demolished between 1945 and 1996, leaving only those pre-1945 structures which remained useful to the military.
- The Historic District also contains a number of repetitive resources, either in groupings or as individual outbuildings to larger, more significant structures.
- The Historic District is strongly characterized by a mix of periods, materials and architectural styles. Due to the unusually long period of significance, and the temporary nature of many of the buildings, the Historic District is not visually cohesive in the manner of historic areas constructed over a shorter period of time or pursuant to a single plan.
- The Historic District is also strongly characterized by a mix of uses, including clearly identifiable industrial, administrative (*i.e.* office) and residential uses. Often, these original uses can be easily distinguished by their architecture.
- The Historic District as a whole is strongly characterized by a mix of eras, although the mix varies depending on the development patterns within the various planning sub-Areas. Reuse Area 4, for instance contains buildings from all 5 eras, including 32 from 1898-1918, 19 from 1919-1948 and 27 from 1939-1945. In contrast, sub-Areas 2A, 2B, 3A, and 10B do not contain any buildings constructed before 1919.
- Residential uses are often located in close visual proximity to non-residential uses, including industrial buildings. Although residential areas are clearly identifiable, separation of uses is much weaker than in typical civilian developments.
- Setbacks for industrial and administrative buildings largely appear to be random, while many buildings are not oriented toward the street, all of which contributes to the *ad hoc*, unplanned character of the Historic District.
- Differences between uses are often highlighted by landscaping. For instance, industrial areas have limited landscaping while mature trees and grass characterize residential areas.

- Outside of the Historic Core, industrial buildings are often widely spaced with paved areas between the structures.
- Structures along the waterfront are often strongly oriented toward the water, underscoring their Shipyard function, with a strong visual present from the mainland.
- In Reuse Areas 3B and 4, major building clusters and siting patterns form a streetwall that is essential to the establishment of historic character.
- The Historic District boundaries or edges are not strongly defined, and the casual visitor may not be conscious of entering an historic environment.

### 3.6 AREA RESOURCES AND CHARACTER-DEFINING FEATURES

*(Adjustments have been made to various tables and text per Settlement Agreement Sections 7 and 8.)*

Contributing resources, including Landmarks, are not evenly distributed across the Historic District. Instead, they are concentrated within Reuse Areas 3B, 4 and 5, all of which access the Waterfront. Landmark structures are primarily located within Reuse Area 4, in the area referred to as the “Historic Core,” which includes the dramatic row of Officers’ Quarters along Walnut Avenue. The Reuse Areas with the heaviest concentration of contributing resources are primarily intended for retail/commercial and industrial use, which take advantage of the character of the Navy’s use along the Waterfront.

Historic District resources are described by Planning Reuse Area below. The Reuse Area boundaries are provided in **Figure B.1-1**, page 3 of this document, and detailed descriptions of the contributing resources are contained in the Historic Resources Catalogue, **Appendix B.3**.

#### **Reuse Area 1A**

The North Island Industrial Park (Reuse Area 1A) contains 152 acres situated in the northern portion of Mare Island. It has direct access to the Highway 37 interchange. Highway 37 and the North Gate form the northern boundary; G Street and the Causeway form the southern boundary. To the west are Reuse Area 1B and wetland areas, and to the east are wetlands and Mare Island Strait. A large pier extends from Reuse Area 1A into Mare Island Strait.

Almost all of Reuse Area 1A is located outside the Historic District. This area contains one Contributing Resource, the Sentry House and Wall (491) constructed in 1936, during the period between the two World Wars. This resource is part of the entry sequence to Mare Island that begins across Mare Island Strait and includes Administration (485) and Motion Picture Exchange (487), located in



Reuse Area 3A. Railroad Avenue on the western boundary of the area is an important north-south artery. This area is characterized by industrial use.

Reuse Area 1A features mainly utilitarian buildings, the majority of which are of recent construction with a few from the World War II period, which underscore the area's industrial nature. Vast expanses of paved open space further emphasize this functional character. The southern border of the Reuse Area is delineated by G Street, the principal access to the Island from the mainland. A grouping of three simple Spanish Eclectic buildings (two of which are located in Reuse Area 3A), and including the sentry house (0491) which is included in Reuse Area 1A, embrace G Street to create an understated entrance to the Island.

**Reuse Area 2A**

The 48-acre area 2A is located at the junction of major access roadways and is bounded by G Street on the north, Railroad Avenue on the east, A Street on the south, and Azuar Drive (formerly Cedar Avenue) on the west.

Reuse Area 2A contains nine contributing resources. **Table 5** provides a breakdown of the resources by type, classification, and Era.

TABLE 5 CONTRIBUTING RESOURCES BY PROPERTY TYPE AND ERA REUSE AREA 2A						
TYPE	ERA 1	ERA 2	ERA 3	ERA 4	ERA 5	TOTAL
D – Barracks						
Notables				1	1	2
E – Small Industrial Garage/ Shed/ Pumphouse /Electrical Facility						
Components					1	1
L – Metal-Clad Industrial/ Ordnance Storage / Warehouse						
Notables					1	1
O – Metal-Clad Industrial Shops						
Components					1	1
P – Masonry Administrative, Institutional/, or Commercial						
Notables					1	1
Components					1	1
Q – Wooden Administrative, Institutional , or Commercial						
Components					2	2
<b>TOTAL</b>				1	8	9

Reuse Area 2A includes a variety of buildings of various sizes and architectural styles, generally constructed from World War II to the present, that reflect the “community” character of the area. Large barracks and recreational facilities adjoin the tree-lined main thoroughfare, Walnut Avenue. Between C and G streets, these buildings have common setbacks. Tennis courts and ball fields in the northeast portion of the area further emphasize the recreational environment. Beyond Walnut Avenue to the east and west, randomly distributed utilitarian buildings are encircled by paved open space, mostly used for parking.

**Reuse Area 2B**

Reuse Area 2B is bounded by permanent open space on the south and west, Rodman Center on the north, and Walnut and Azuar Drive (formerly Cedar Avenue) on the east. The southerly edge of the Reuse Area divides Building 535 (Public Works Shops) and extends westerly to the railroad tracks near the

westerly façade of Building 455 (Storage). At that point, the boundary extends further south approximately 300 feet and then makes a 90-degree turn to the westerly edge of the wetlands area.

Reuse Area 2B contains four contributing resources. Table 6 provides a breakdown of the resources by type, classification, and Era.

TYPE	ERA 1	ERA 2	ERA 3	ERA 4	ERA 5	TOTAL
K – Wooden Industrial/ Ordnance Storage/Warehouse						
Components				1		1
L – Metal-Clad Industrial/ Ordnance Storage/ Warehouse						
Notables				0		0
Components				2		2
O – Metal-Clad Industrial Shops						
Notables					1	1
<b>TOTAL</b>				3	1	4

Utilitarian buildings of random sizes are scattered throughout the east portion of Reuse Area 2B, with mostly asphalt paving covering the open space between buildings. A few mature street trees line Walnut Avenue to the east. The western portion of the area is relatively undeveloped and retains much of the natural landscape setting.

### **Reuse Area 3A**

The 35-acre Area is bounded by Railroad Avenue to the west, G Street to the north, and Mare Island Strait to the east, and A Street to the south.

This Reuse Area contains 17 contributing resources. Table 7 provides a breakdown of these resources by type, classification, and Era.

**TABLE 7  
CONTRIBUTING RESOURCES BY PROPERTY TYPE AND ERA  
REUSE AREA 3A**

TYPE	ERA 1	ERA 2	ERA 3	ERA 4	ERA 5	TOTAL
E – Small Industrial Garage/ Shed/ Pumphouse /Electrical Facility						
Components					3	3
F – Bomb Shelter						
Components					2	2
J – Masonry Industrial/ Ordnance Storage Or Warehouse						
Components					1	1
M – Masonry Industrial Shops						
Components				1		1
O – Metal-Clad Industrial Shops						
Notables					1	1
Components					2	2
P – Masonry Administrative, Institutional Or Commercial						
Notables				2		2
Components				1		1
S- Berths/ Quays/ Causeways						
Notables				2		2
<b>TOTAL</b>				<b>6</b>	<b>9</b>	<b>15</b>

Reuse Area 3A served as the core of the Navy’s submarine repair center during World War II. The physical translation of this role is utilitarian, industrial buildings of various sizes, which are loosely laid out on a grid of streets in this flat waterfront area. G Street, the principal entrance to Mare Island, forms the north border of the area. A cluster of three small Spanish Eclectic buildings (one of which is located in Reuse Area 1A) line G Street and create a subtle entry sequence to the Island. Further emphasizing the industrial character of the area, asphalt paving covers much of the open space and the area lacks any planned landscaping.

**Reuse Area 3B**

The 72-acre area is bounded by Walnut Avenue to the west, A Street to the north, Mare Island Strait to the east, and the Historic Core and 7<sup>th</sup> Street to the south. The VA Medical Center is located in the southwest portion.

This Reuse Area includes 65 contributing resources, one of which the Era of construction is unknown. **Table 8** provides a breakdown of these resources by type, classification and Era.

**TABLE 8  
CONTRIBUTING RESOURCES BY PROPERTY TYPE AND ERA  
REUSE AREA 3B**

TYPE	ERA 1	ERA 2	ERA 3	ERA 4	ERA 5	TOTAL
E – Small Industrial Garage/ Shed/ Pumphouse /Electrical Facility						
Components			1	2	2	5
F – Bomb Shelter						
Components					1	1
G – Latrine						
Components			2		1	3
H – Other Infrastructure						
Notables			1			1
Components *					1	2
J – Masonry Industrial/ Ordnance Storage Or Warehouse						
Landmarks	1					1
Notables	1	1	4		1	7
Components			3			3
K – Wooden Industrial/ Ordnance Storage Or Warehouse						
Landmarks			9			9
Notables			<del>2</del> 3		1	<del>3</del> 4
Components			<del>3</del> 2			<del>3</del> 2
L – Metal-Clad Industrial/ Ordnance Storage Or Warehouse						
Notables			5			5
Components			1	3	1	5
M – Masonry Industrial Shops						
Landmarks	4					4
Notables			3	1		4
O – Metal-Clad Industrial Shops						
Components			1	1		2
P – Masonry Administrative, Institutional Or Commercial						
Notables					1	1
Components				1		1
Q – Wooden Administrative, Institutional Or Commercial						
Notables			1		1	2
Components					1	1
R – Metal-Clad Administrative, Institutional Or Commercial						
Notables				1		1
S- Berths/ Quays/ Causeways						
Notables			1			1
<b>TOTAL</b>	<b>6</b>	<b>1</b>	<b>37</b>	<b>9</b>	<b>11</b>	<b>65</b>
*Includes one resource for which the Era is not known						

Set along the low flatlands at the water's edge, the industrial character of Reuse Area 3B can be seen in the numerous examples of utilitarian manufacturing, service, and storage buildings, arranged along a grid of streets. A few exceptional examples of brick Classical Revival buildings from the 19<sup>th</sup> century are sprinkled throughout the area. A series of adjacent utilitarian coal sheds from the turn of the 20<sup>th</sup> century feature common setbacks bordering the waterfront. The area is almost devoid of any landscape, with asphalt paving covering most open spaces between buildings.

#### **Reuse Area 4**

The 52-acre Historic Core is somewhat irregular in shape in order to include specific historic resources. The area is generally bounded by Azuar Drive (formerly Cedar Avenue) and Oak Street to the west, 7<sup>th</sup> Street and Reuse Area 3B to the north, Mare Island Strait to the east, and Reuse Area 5 (Dry Dock 2, 9<sup>th</sup> Street, and Walnut Avenue) to the south. At the south edge of the waterfront, the open area including and to the east of Railroad Avenue, which are planned for the public plaza and waterfront promenade end at a fence that separates these areas from the adjacent heavy industrial uses.

The Historic Core includes 87 contributing resources. **Table 9** provides a breakdown of these resources by type, classification, and Era.

**TABLE 9  
CONTRIBUTING RESOURCES BY PROPERTY TYPE AND ERA  
REUSE AREA 4**

TYPE	ERA 1	ERA 2	ERA 3	ERA 4	ERA 5	TOTAL
<b>A – Single-Family Residential</b>						
Landmarks			12	1		13
Notables			1	2		3
<b>B- Residential Garage / Shed</b>						
Notables			2	9	2	13
<b>C – Duplex And Multi-Family Residential</b>						
Notables			1			1
<b>E – Small Industrial Garage/ Shed/ Pumphouse /Electrical Facility</b>						
Notables			1			1
Components			1	2	2	5
<b>F – Bomb Shelter</b>						
Components					23	23
<b>G – Latrine</b>						
Components				1		1
<b>H – Other Infrastructure</b>						
Components				1		1
<b>I – Landscape</b>						
Notables*		2		1		4
<b>L – Metal-Clad Industrial/ Ordnance Storage/ Warehouse</b>						
Notables			1			1
<b>M – Masonry Industrial Shops</b>						
Landmarks	1					1
Notables		2				2
<b>O – Metal-Clad Industrial Shops</b>						
Notables			3			3
<b>P – Masonry Administrative, Institutional Or Commercial</b>						
Landmarks		1				1
Notables	1		4			5
<b>Q – Wooden Administrative, Institutional Or Commercial</b>						
Landmarks			1			1
Notables			1			1
<b>R – Metal-Clad Administrative, Institutional Or Commercial</b>						
Components			1			1
<b>S- Berths/ Quays/ Causeways</b>						
Landmarks		1				1
Notables			3	2		5
<b>TOTAL</b>	2	6	32	19	27	87
* Includes one landscape for which the Era is not known.						

Distinctive examples of turn of the 20<sup>th</sup> century Classical Revival residences with common setbacks line Officer's Row on the upper western portion of Reuse Area 4. Manicured lawns encircle the residences, and mature shade trees line the street. The area slopes down to the waterfront through the planned gardens of Farragut Plaza and Alden Park, which now includes World War II additions of bomb shelters. The flatlands along the waterfront feature a collection of unique brick Classical Revival industrial buildings and Dry Dock 1, the first dry dock on the Pacific Ocean. Asphalt paving covers the much of the open space between these shop and service buildings.

### **Reuse Area 5**

This 143-acre area is bounded by Azuar Drive (formerly Cedar Avenue) to the west, Walnut Avenue and 9<sup>th</sup> Street to the north, Mare Island Strait to the east, and Piers 21/22 and the Army Reserve Parcel to the south. It contains the largest structures on the Island, which include three dry docks and several rolling and fixed cranes.

Reuse Area 5 includes 54 contributing resources. **Table 10** provides a breakdown of these resources by type, classification, and Era.



**TABLE 10  
CONTRIBUTING RESOURCES BY PROPERTY TYPE AND ERA  
REUSE AREA 5**

TYPE	ERA 1	ERA 2	ERA 3	ERA 4	ERA 5	TOTAL
<b>E – Small Industrial Garage/ Shed/ Pumphouse /Electrical Facility</b>						
Notables				1		1
Components				1	7	8
<b>F – Bomb Shelter</b>						
Notables					0.1	0.1
Components					7.6	7.6
<b>G – Latrine</b>						
Notables					0.1	0.1
Components					2.3	2.3
<b>H – Other Infrastructure</b>						
Notables					0.1	0.1
Components					2.1	2.1
<b>J – Masonry Industrial/ Ordnance Storage/Warehouse</b>						
Landmarks	1					1
Notables			1			1
<b>K – Wooden Industrial/ Ordnance Storage/ Warehouse</b>						
Components			1		2	3
<b>L – Metal-Clad Industrial/ Ordnance Storage/ Warehouse</b>						
Notables			1			1
Components					1	1
<b>M – Masonry Industrial Shops</b>						
Notables			2	3	4	9
<b>O – Metal-Clad Industrial Shops</b>						
Notables			1		5	6
Components					3	3
<b>R – Metal-Clad Administrative, Institutional, or Commercial</b>						
Notables			2			2
Components			1		1	2
<b>S- Berths/ Quays/ Causeways</b>						
Notables				1	2	3
<b>TOTAL</b>	1		9	6	38	54

Reuse Area 5 is located on the flatland that lines the waterfront on the eastern side of the Island. Immense utilitarian shop buildings, most of which were constructed between the two World Wars, reflect the almost exclusively industrial use of the area. The buildings are carefully laid out with consistent setbacks along major north-south streets. The area's manufacturing character can also be seen in the ubiquitous railroad tracks connecting the dry docks to the rest of the Island and in the practical use of paved asphalt for lay down areas, which cover most of the open space between buildings.

**Reuse Area 6**

Former dredge ponds bound the 123-acre North Residential Village to the west, 1<sup>st</sup> Street to the north, Walnut Avenue and Oak Avenue to the east, and 12<sup>th</sup> Street to the south.

Reuse Area 6 includes 81 contributing resources. **Table 11** provides a breakdown of these resources by type, classification, and Era.

TYPE	ERA 1	ERA 2	ERA 3	ERA 4	ERA 5	TOTAL
<b>A – Single-Family Residential</b>						
Landmarks		1	3			4
Notables		1	6	4	1	12
Components				2	1	3
<b>B- Residential Garage / Shed</b>						
Notables			<del>0</del> 1	<del>0</del> 7		<del>1</del> 8
Components			<del>3</del> 2	<del>1</del> 6	3	<del>1</del> 9
<b>C – Duplex And Multi-Family Residential</b>						
Notables			1	1	10	12
Components					12	12
<b>D – Barracks</b>						
Components				2	2	4
<b>E – Small Industrial Garage/Shed/Pumphouse/ Electrical Facility</b>						
Components					2	2
<b>F – Bomb Shelter</b>						
Components					1	1
<b>H – Other Infrastructure</b>						
Components					1	1
<b>K – Wooden Industrial/ Ordnance Storage/Warehouse</b>						
Components					2	2
<b>O – Metal-Clad Industrial Shops</b>						
Notables			1		1	2
Components				1	2	3
<b>P – Masonry Administrative, Institutional, or Commercial</b>						
Notables				1		1
<b>TOTAL</b>		2	14	27	38	81

Carefully planned vernacular residences, mostly from World War II or later periods, are arranged neatly with common setbacks along linear and curvilinear streets in Reuse Area 6. The residences are accompanied by groomed lawns and prolific large trees, which impart a quaint small town atmosphere. To the north, the area transitions from residential to industrial use, with maintenance shops and infrastructure facilities replacing the meticulously arranged homes.

### Reuse Area 8

The South Residential Village is 105 acres in size and is bounded by former dredge ponds areas and baylands to the west, 12<sup>th</sup> Street to the north, Azuar Drive (formerly Cedar Avenue) to the east, and the golf course and University Campus Area (Reuse Area 9) to the south.

Reuse Area 8 includes 25 contributing resources. **Table 12** provides a breakdown of these resources by type, classification, and Era.

TYPE	ER A 1	ERA 2	ERA 3	ERA 4	ERA 5	TOTAL
<b>A – Single-Family Residential</b>						
Landmarks		3				3
Notables			2			2
Components				1		1
<b>B- Residential Garage / Shed</b>						
Notables				02		02
Components			1	21	2	64
<b>C – Duplex And Multi-Family Residential</b>						
Landmarks		2				2
<b>D – Barracks</b>						
Notables			1			1
<b>E – Small Industrial Garage/ Shed/ Pumphouse /Electrical Facility</b>						
Components				1		1
<b>F – Bomb Shelter</b>						
Components					1	1
<b>I – Landscape</b>						
Notable Resources		1	2			4
<b>J – Masonry Industrial/ Ordnance Storage/Warehouse</b>						
Notables					1	1
<b>P – Masonry Administrative, Institutional, or Commercial</b>						
Notables			1			1
Components					2	2
<b>TOTAL</b>		6	7	5	6	25
* Includes one landscape for which the Era is not known						

Located at the crest of the low sloping hill that bisects the Island north-south, Reuse Area 8 features a variety of planned and natural landscapes. At the center of the area is the Parade Ground, a large open lawn bordered on the east by a massive 1917 Classical Revival barrack, and on the south by particularly exquisite examples of Queen Anne residences from 1888. Other commonplace examples of vernacular and utilitarian residential buildings, many from the World War II period and later, are scattered throughout the lush landscape.

**Reuse Area 9**

This 51-acre area is bounded on the west by the golf course, on the north by Club Drive and Azuar Drive (formerly Cedar Avenue), on the east by Railroad Avenue, and on the south by the golf course, regional park, and Army Reserve.

Reuse Area 9 includes 20 contributing resources. **Table 13** provides a breakdown of these resources by type, classification, and Era.

TYPE	ERA 1	ERA 2	ERA 3	ERA 4	ERA 5	TOTAL
B- Residential Garage / Shed						
Notables					1	1
D – Barracks						
Notables				1	4	5
E – Small Industrial Garage/ Shed/ Pumphouse /Electrical Facility						
Components			1	3		4
H – Other Infrastructure						
Notables				1		1
Components					1	1
I – Landscape						
Notables						2
P – Masonry Administrative, Institutional, or Commercial						
Landmarks			1			1
Notables				3	2	5
<b>TOTAL</b>			2	8	8	20
<b>*Includes two landscape for which the Era is not known.</b>						

Reuse Area 9 is dominated by the 1899 Classical Revival hospital, the linear configuration of which is further accented by later additions to the north and south of the original building. The hospital is set in a hillside and surrounded by manicured landscaped grounds. Other buildings in the Reuse Area, which include engaging examples of Spanish Eclectic and utilitarian style architecture, were constructed in the 1920s and 1930s to augment medical facilities. Natural and

groomed landscapes complement the informal arrangement of buildings and create a picturesque setting.

**Reuse Area 10A**

The South Industrial Park (Reuse Area 10A) is bounded to the west by Railroad Avenue, to the north by Berth 24 and Reuse Area 10B Army Reserve, to the east by Mare Island Strait, and to the south by the Regional Park (Reuse Area 12). It is a 69-acre waterfront area, 8.7 acres of which are in a conservation easement.

Reuse Area 10A includes 29 contributing resources. **Table 14** provides a breakdown of these resources by type, classification, and Era.

TYPE	ERA 1	ERA 2	ERA 3	ERA 4	ERA 5	TOTAL
E – Small Industrial Garage/ Shed/ Pumphouse /Electrical Facility						
Components					3	3
H – Other Infrastructure						
Components					2	2
J – Masonry Industrial/ Ordnance Storage Or Warehouse						
Notables			2			2
Components			2	2	6	10
L – Metal-Clad Industrial/ Ordnance Storage/ Warehouse						
Components			4		3	7
M – Masonry Industrial Shops						
Notables					1	1
Components					1	1
O – Metal-Clad Industrial Shops						
Components				1	1	2
S- Berths/ Quays/ Causeways						
Notables					1	1
<b>TOTAL</b>			<b>8</b>	<b>3</b>	<b>18</b>	<b>29</b>

Reuse Area 10A, located on the flatlands along the eastern waterfront, historically served as an ammunition depot, where munitions were processed and stored. Utilitarian buildings of various sizes, most of which were constructed during the boom of World War II, are densely arranged around Blake Avenue, the central thoroughfare for the area. Many of the buildings have common setbacks. The Area features a naturally landscaped setting, with some expanses of asphalt paving.

**Reuse Area 10B**

The 24-acre area 10B is bounded to the west by Reuse Area 12, which also extends along a portion of the south boundary, and to the north by Berth 22 and by Reuse Areas 9 and 5, to the east by Mare Island Strait, and to the south by Reuse Area 10A. Reuse Area 10B is a federal-to-federal transfer property occupied by the U.S. Army Reserve.

Within the Specific Plan area, Reuse Area 10B includes five contributing resources. **Table 15** provides a breakdown of these resources by type, classification and Era.

TABLE 15 CONTRIBUTING RESOURCES BY PROPERTY TYPE AND ERA REUSE AREA 10B						
TYPE	ERA 1	ERA 2	ERA 3	ERA 4	ERA 5	TOTAL
H – Other Infrastructure						
Components					5	5
<b>TOTAL</b>					5	5

Reuse Area 10B is located under Army Reserve control. Many of the area's buildings are densely grouped around Railroad Avenue, which bisects the area north-south. Two small, utilitarian sentry houses from World War II straddle this main thoroughfare, with the intent to limit access to and from the adjacent ammunition depot in Reuse Area 10A. The eastern portion of the area lies along the water's edge and includes several finger piers.

## 4.0 DEVELOPMENT PLAN AND REVIEW PROCESS

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*(The following information was provided in Chapters 3.0 and Chapter 8.0 of this document.)*

Underlying the plan to redevelop Mare Island is a basic assumption that maintenance of the Historic District into the future will require that its reuse be economically viable. Buildings or structures that cannot be economically reused, or that prevent the reuse of other contributing resources, may need to be replaced over time. The Specific Plan and these Historic Project Guidelines establish criteria that permit adaptive reuse of contributing resources and new construction while protecting the basic historic integrity of the Historic District.

### 4.1 HISTORIC DISTRICT BOUNDARIES

**Figure B.1-1** shows the boundaries of the City of Vallejo Mare Island Historic District, as designated by the City and reflecting the National Register listing.

*(The following paragraph has been revised to include information regarding the NHL District Areas.)*

As shown in **Figure B.1-1**, portions of the Specific Plan areas are outside the Historic District. The entire NHL District is located within the Historic District boundaries and Specific Plan Area. It includes: Area A, the Historic Core; Area B, the U.S. Naval Weapons Annex; Area C, the Hospital Complex and Area D, the Relocated Officers' quarters. The four non-contiguous NHL areas have a combined size of approximately 150 acres and, with one exception (a portion of Area D), are within the boundary of the Historic District. The Specific Plan area contains 392 existing resources described as "contributing" in the Registration Form, although only those located in the NHL were designated as Landmarks by the City. Eight of the resources identified in the National Register Registration Form, which were within the Specific Plan area, were demolished by the Navy prior to the transfer of the property to the City.<sup>6</sup>

Two planning areas within the Historic District are not addressed in these Historic Project Guidelines, although they are within the Specific Plan area: Reuse Area 12, which is not under City control, and Reuse Area 11, which was reviewed by the Navy under Section 106 before it was transferred to the City for use as a golf course. In addition, the Historic Project Guidelines do not address Reuse Areas 1B, 7 and 13, all of which are outside of the Historic District. Reuse Area 7 does contain archeological resources, but it is under Navy, not City control. Only a very small portion of Reuse Area 1A is within the Historic District; this Reuse Area contains one contributing resource which is addressed in the Historic Project

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<sup>6</sup> The following resources were demolished prior to the transfer: A187, A197, A265, 0463, 0463A, 0686, 0814, and 0874

Guidelines. The City does not have authority to impose preservation requirements on Reuse Areas under federal or state control.

#### 4.2 MARE ISLAND DEVELOPMENT PLAN

The Preliminary Master Development Plan, (Development Plan) as provided in Appendix E of the Specific Plan, includes the disposition of the contributing resources within Reuse Areas 2A, 2B, 3A, 3B, 4, 5, 6, 8, and portions of 9, 10A and 10B. The Development Plan for contributing resources within the Historic District is provided as Attachment 1 to these Historic Project Guidelines. The Development Plan also identifies how new infill construction is to be accommodated, as well as demolitions that may be necessitated by a number of considerations, including Specific Plan goals for housing and open space and requirements for infrastructure improvements, especially new streets and parking. All development projects, including proposed demolitions, must be consistent with the Development Plan.

#### 4.3 HISTORIC DISTRICT PROJECT SITES

A “Project Site” is a legal parcel on which a project or contributing resource, as defined herein, is located. In the absence of a legal parcel, a project site may be determined by the Planning Manager. The function of the project site is to define the area in which physical changes to the environment can reasonably be expected to have an impact on the individual resource in a manner that could adversely affect its historic character.

Similarly, the definition of project site is intended to allow consideration, where appropriate, of the site features described in the *Secretary’s Standards*, including “circulation systems such as walks, paths, roads, or parking, vegetation such as trees, shrubs, fields or herbaceous plant material; landforms such as terracing, berms or grading; furnishings such as lights, fences, or benches; decorative elements such as sculpture, statuary or monuments; water features including fountains, streams, pools or lakes” which are important in defining the overall historic character of the property.

For all of these reasons, the City has established the Project Site for each contributing resource as “that area containing structures or other features which were *functionally related* to the individual resource during the period of significance for the National Register Historic District, *i.e.* between 1854 and 1945.” Additional information about functional relationships among structures is provided in the Design Guidelines for the Historic District (**Appendix B.4**).

*(The following criteria are provided to facilitate the establishment of a project site, as previously required in Chapter 16.38 of the VMC. The criteria also include a process to establish a legal parcel, which was not provided in Chapter 16.38.)*



#### **4.3.1 CRITERIA FOR ESTABLISHING A PROJECT SITE OR LEGAL PARCEL**

To establish a project site or legal parcel within the Historic District, the following criteria shall apply:

1. The site shall retain enough land and historic features to maintain a sense of the historic setting.
2. The site shall minimize adverse impacts of new construction on a contributing resource.
3. The site shall retain natural features, such as trees and vegetation, which contribute to the preservation of a historic resource or provide a buffer between the historic resource and new construction.

In cases where no legal parcel exists, a project site may be determined by the Planning Manager or the AHLC. The AHLC shall review a proposal to establish a legal parcel; however, the final determination of a legal parcel shall be subject to Chapter 15, Subdivisions of the Vallejo Municipal Code.

#### **4.4 DEVELOPMENT REVIEW PROCESS**

The review process described below is limited to permits required under the Mare Specific Plan. It does *not* affect requirements to obtain other local approvals issued for other purposes, including but not limited to site plan and design review approval as part of a Unit Plan application and building permits.

New construction, rehabilitation, relocation of resources, and demolition of resources within the Historic District will be subject to review by the City of Vallejo, unless a tax credit application (Certified Project) has been submitted for the affected resource, as defined Non-certified historic projects are those not applicable for tax credits. A process diagram for non-certified projects is provided in Figure B.1-2. If a tax credit application has been submitted, the National Park Service (NPS), as defined in Chapter 6.0, will conduct review of any actions affecting the resource.

##### **4.4.1 LOCAL REVIEW**

###### **4.4.1.1 CERTIFICATE OF APPROPRIATENESS (COA)**

A. A COA is required for the following types of historic projects:

1. Construction of a new building or structure and addition to an existing building, structure, or site within the Historic District;

2. Alteration of a contributing resource in any manner which affects the exterior architectural appearance of a building or structure including installation or alteration of any exterior sign;
3. Construction or alteration within the Project Site of a contributing resource or alteration of site features including, but not limited to, landscaping, fencing, walls, paving and grading;
4. Interior alterations of a Landmark;
5. Relocation of a contributing resource; and
6. Demolition of a building, structure or significant site feature within the Mare Island Historic District.

B. The following actions will be considered by the AHLC:

1. All new construction and significant rehabilitation projects within the Mare Island Historic District;
2. Relocation of a contributing resource;
3. Alteration or new construction affecting a Landmark or Notable Resource and its Project Site including a cultural landscape, projects within an NHL District;
4. Demolition of a Landmark or Notable Resource in accordance with Section 5.3.2 of this document;
5. Appeals of an administrative decision; and
6. Referrals from the Planning Manager.

C. All other projects will be acted on administratively by the Planning Manager, including the following:

1. Alterations and demolition of a Component Resource; and

*(The following section was provided per Mitigation Measure A.6b.)*

2. Alterations within any of the 10 landscapes identified as "contributing resources". Project proponents shall also retain a qualified consultant to prepare a cultural landscape and shall submit the evaluation to the Planning Manager for review and approval.

*(The following sections were provided in Chapter 16.38 of the VMC.)*

D. The Secretary of the AHLC shall notify members of an administrative decision by the Planning Manager within five working days of the decision. A project may be referred to the AHLC when a Commissioner makes such a request within five working days of notification.

E. The Secretary of the AHLC shall present all findings made by staff for the demolition of a Component Resource, as specified in Chapter 5.0, to the AHLC in written form at the next regularly scheduled meeting of the AHLC.

#### 4.4.1.2 Appeals

- A. Any person adversely affected by an administrative decision made by the Planning Manager may appeal the decision to the AHLC by filing a written request with the Secretary of the AHLC within ten calendar days of the administrative decision.
- B. Any person adversely affected by a decision made by the AHLC may appeal the decision to the City Council by filing a written request with the City Clerk within ten calendar days of the AHLC decision.

#### 4.4.1.3 Exceptions

The following actions do not require a COA:

1. Painting, routine maintenance or minor repair (as defined in the rules of the AHLC);
2. Interior alterations of contributing resources that are not City Landmarks;
3. Emergency measures of construction or alteration which are deemed necessary to correct unsafe or dangerous condition of any structure, other feature or part thereof, where such condition has been declared unsafe or dangerous by the Chief Building Official or the Fire Chief and where measures have been declared necessary by such officials to correct the conditions and where only such measures as are reasonably necessary to correct unsafe or dangerous conditions shall be performed;
4. Memorandum of Agreement Appendix A (1992 Programmatic Agreement, Appendix B, Actions Not Requiring Further Consultation); and
5. National Park Service approved Certified Historic Preservation Projects. The AHLC shall be notified of such projects by the Planning Manager and given the opportunity to comment on the project.

#### 4.4.1.4 Applications

An application for a COA shall be on a form prescribed by the AHLC and accompanied by plans appropriate to the scope of and/or stage of work and historic and existing photographs.

#### 4.4.1.5 Public Hearing Procedure and Noticing

- A. The AHLC shall make a decision at a public hearing within forty-five calendar days following receipt of a completed application unless the applicant agrees to an extension of time.
- B. A public notice shall be sent to owners of property within 500 feet of the project site and to any neighborhood association registered with the City Planning Division within 1,000 feet of the project site at least seven days prior to the AHLC public hearing.

### 4.5 DEVELOPMENT REVIEW STANDARDS AND CRITERIA

COAs for the above types of projects will be reviewed for consistency with these Historic Project Guidelines, including the *Secretary's Standards*, and the Design Guidelines for the Historic District (**Appendix B.4**). As discussed more fully below, all of these reuse proposals will be required to meet the *Secretary's Standards* for the particular action. The *Standards* address on the extent of permitted alteration and the manner of handling the existing historic fabric in a redevelopment project. In general, different levels of alteration are referred to as different "treatments" in the *Secretary's Standards*.

For the most part, decisions with respect to individual retained resources will not affect the integrity of the Historic District. However, in some cases, new construction, relocation, or reconstruction may have the potential for affecting the visual qualities of the Historic District. To the extent that the *Secretary's Standards* do not contain adequate guidance, the Design Guidelines for the Historic District (**Appendix B.4**) are intended to provide greater clarity.

The following development review criteria for reuse of the Historic District is intended to accomplish the following:

- Ensure that retained resources are not impacted by reuse by requiring that they be treated in a manner that is consistent with the *Secretary's Standards*.
- Ensure that new construction is compatible with the historic nature of the Historic District by requiring that new construction be consistent with the *Secretary's Standards* as provided in the Design Guidelines (**Appendix B.4**) The Design Guidelines address conservation of the Historic District's feeling, setting, and association.

- Ensure that any relocation of resources be accomplished in a manner that is consistent with the *Secretary's Standards* (36 CFR part 68) and applicable guidelines or technical advisories, where appropriate;<sup>7</sup>
- Ensure that those physical characteristics that convey the historical significance of the Historic District and justify its eligibility for inclusion in the National and California Registers are not lost through demolition and new construction.

#### 4.5.1 STANDARD TREATMENTS FOR CONTRIBUTING RESOURCES TO BE RETAINED

##### SECRETARY OF INTERIOR STANDARDS

*The Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings or the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings (Standards for Treatment, 1995, Weeks and Grimmer), were prepared by the National Park Service to provide guidance to historic building owners and building managers, preservation consultants, architects, contractors, and project managers when changes or alterations are proposed for historic resources. While "neither technical nor prescriptive," the Secretary's Standards are "intended to promote responsible preservation practices... [and] provide philosophical consistency" (Weeks and Grimmer 1). The Secretary's Standards are used as basic guidelines for alterations to historic resources in communities throughout the United States.*

California law applies the *Secretary's Standards* to judge whether a project would have a significant impact on the environment. Under CEQA, a project that follows the *Secretary's Standards* "shall be considered as mitigated to a level of less than a significant impact on the historical resource" (CEQA Guidelines §15064.5(b) (3)). Under federal law, rehabilitation projects affecting Certified Historic Structures must follow the *Secretary's Standards* to qualify for tax credits.

##### 4.5.1.1 APPLICATION OF SECRETARY'S STANDARDS TO RETAINED RESOURCES

All redevelopment proposals for contributing resources, including Landmarks, that are retained on site, both structural and non-structural, must comply with the *Secretary's Standards*. The *Standards* describe four different treatments for historic resources, depending on a variety of factors. Retained resources

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<sup>7</sup> John Obed Curtis, *Moving Historic Buildings*.

will be required to meet the *Secretary's Standards* for the treatment determined applicable through the appropriate administrative review process.

Due to the historic character of most of the buildings and the need to allow economically viable private reuse, most of the retained structures will be rehabilitated or restored, rather than preserved. With the possible exception of some landscape features, reconstruction is unlikely to be used on Mare Island.

#### 4.5.1.2 PRESERVATION

Preservation is defined as the act or process of applying measures necessary to sustain the existing form, integrity, and materials of an historic property. Work, including preliminary measures to protect and stabilize the property, generally focuses upon the ongoing maintenance and repair of historic materials /features rather than extensive replacement and new construction. New exterior additions are not within the scope of this treatment; however, the limited and sensitive upgrading of mechanical, electrical, and plumbing systems and other code-required work to make properties functional is appropriate within a preservation project.

Preservation may be considered as a treatment when the property's distinctive materials, features, and spaces are essentially intact and thus convey the historic significance without extensive repair or replacement; when depiction at a particular period of time is not appropriate; and when a continuing or new use does not require additions or extensive alterations.

#### 4.5.1.3 REHABILITATION

Rehabilitation is defined as the act or process of making possible a compatible use for a property through repair, alterations, and additions while preserving those portions or features that convey its historical, cultural, or architectural values.

Rehabilitation may be considered as a treatment when repair and replacement of deteriorated features are necessary; when alterations or additions to the property are planned for a new or continued use; and when its depiction at a particular period of time is not appropriate.

#### 4.5.1.4 RESTORATION

Restoration is defined as the act or process of accurately depicting the form, features, and character of a property as it appeared at a particular period of time by means of the removal of features from other periods in its history and reconstruction of missing features from the restoration period. The limited and sensitive upgrading of mechanical, electrical, and plumbing systems and other code-required work to make properties functional is appropriate within a restoration project.

Restoration may be considered as a treatment when the property's design, architectural, or historical significance during a particular period of time outweighs the potential loss of extant materials, features, spaces, and finishes that characterize other historical periods; when there is substantial physical and documentary evidence for the work; and when contemporary alterations and additions are not planned. Prior to undertaking work, a particular period of time, i.e., the restoration period, should be selected and justified, and a documentation plan for restoration should be developed.

#### 4.5.1.5 RECONSTRUCTION

Reconstruction is defined as the act or process of depicting, by means of new construction, the form, features, and detailing of a non-surviving site, landscape, building, structure, or object for the purpose of replicating its appearance at a specific period of time and in its historic location.

#### 4.5.2 STANDARD TREATMENTS FOR CONTRIBUTING RESOURCES TO BE RELOCATED

All relocated resources will be treated in a manner that is consistent with the *Secretary's Standards* and applicable guidelines or technical advisories, where appropriate. Unless superseded by higher-level guidance, the technical preservation report entitled "*Moving Historic Buildings*," by John Obed Curtis (1978), will be used to evaluate the technical aspects of relocation proposals.

With respect to the initial decision to relocate contributing resources, a relocation proposal is consistent with the historic character of both the Historic District and the individual structure if it:

- a. Involves the type of building which would have been relocated during the Navy's tenure; and
- b. The relocation project will result in relocation to a site which might have received relocated structures during the Navy's tenure.

~~(The following findings were required as standards.)~~

~~Findings. The AHLC shall approve other buildings or structures and receiving sites for relocation, provided that all of the following findings are met:~~

- ~~(a) The relocation project has been evaluated and consistent with the preservation report entitled *Moving Historic Buildings*; and~~
- ~~(b) The relocation project is consistent with the Secretary's Standards; and~~



- (c) The relocation project shall not affect the eligibility of the Historic District for the National and State Registers.

#### 4.5.3 STANDARDS FOR NEW CONSTRUCTION

All new construction within the Historic District must comply with the *Secretary's Standards*, the Design Guidelines for the Historic District (**Appendix B.4**) and the Urban Design Guidelines in Section 4.0 of the Specific Plan.

The *Secretary's Standards* for new construction include the following:

- A. "New additions, exterior alterations, or related new construction will not destroy historic materials, features, and spatial relationships that characterize the property. The new work shall be differentiated from the old and will be compatible with the historic materials, features, size, scale and proportion, and massing to protect the integrity of the property and its environment."<sup>8</sup>
- B. "New additions and adjacent or related new construction will be undertaken in such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired."<sup>9</sup>
- C. Recommended: "Designing a new addition in a manner that makes clear what is historic and what is new."<sup>10</sup>
- D. Not Recommended: "Duplicating the exact form, materials, style, and detailing of the historic building in a new addition so that the new work appears to be part of the historic building."<sup>11</sup>
- E. Not Recommended: "Imitating a historic style or period of architecture in a new addition."<sup>12</sup>

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<sup>8</sup> The Secretary of the Interior's Standards for the Treatment of Historic Properties, With Guidelines for Preserving, Rehabilitating Restoring & Reconstructing Historic Buildings, page 62.

<sup>9</sup> The Secretary of the Interior's Standards for the Treatment of Historic Properties, With Guidelines for Preserving, Rehabilitating Restoring & Reconstructing Historic Buildings, page 62.

<sup>10</sup> The Secretary of the Interior's Standards for the Treatment of Historic Properties, With Guidelines for Preserving, Rehabilitating Restoring & Reconstructing Historic Buildings, page 112.

<sup>11</sup> The Secretary of the Interior's Standards for the Treatment of Historic Properties, With Guidelines for Preserving, Rehabilitating Restoring & Reconstructing Historic Buildings, page 112.

<sup>12</sup> The Secretary of the Interior's Standards for the Treatment of Historic Properties, With Guidelines for Preserving, Rehabilitating Restoring & Reconstructing Historic Buildings, page 112.



*(The following findings were provided as standards.)*

**Findings:** The AHLC shall approve new buildings or structures within the Historic District, provided that all of the following findings are met:

- (a) The new construction is consistent with the Secretary's Standards; and
- (b) The new construction is consistent with Design Guidelines for the Historic Appendix B.4 and Section 4.0 of the Specific Plan; and
- (b) The new construction is compatible with its location while clearly reflecting its own time; and
- (c) The new construction does not affect the eligibility of the Historic District for the National and State Registers.

#### **4.6 CALIFORNIA ENVIRONMENTAL QUALITY ACT**

Designated properties can benefit from the streamlined environmental review requirements triggered by compliance with the *Secretary's Standards*. According to Section 15126.4(b)(1) of the CEQA Guidelines, activities conducted in a manner consistent with the *Secretary's Standards* typically result in less than significant impacts to historic resources. These Historic Project Guidelines require compliance with the *Secretary's Standards* for all structures which are retained or relocated and for all new construction. In addition, since all projects approved by NPS for historic credits must comply with the *Secretary's Standards*, any certified tax credit project within the Historic District should result in less than significant impacts to historic resources. These Project Guidelines have thus been developed with the intent of insuring that, with few if any exceptions, the Specific Plan will result in less than significant impacts to historic resources under CEQA.

All of the relocation and demolition proposals in the current Development Plan have received environmental review through the SEIR conducted for the Specific Plan, and will not require additional environmental review unless changes in the conditions specified in Section 15162 of the CEQA Guidelines are demonstrated. If in the future, the relocation and demolition proposals or any other changes in the current Development Plan are modified, additional environmental review may be required, depending on the significance of the resulting impacts.

#### **4.7 CALIFORNIA STATE HISTORICAL BUILDING CODE**

Buildings and structures designated as historic under federal, state or local authority may use the alternative building regulations contained in the State

Historical Buildings Code (SHBC). The Code provides special preservation-based standards for the rehabilitation, preservation, restoration, or relocation of historic buildings. The SHBC applies to all qualified historic structures, districts and sites, and allows for alternative site development design regarding open space, landscaping, pedestrian and vehicular access, sidewalks, driveways, parking spaces, service delivery access, grading, erosion control, and public utilities. The intent of the SHBC is to protect California's architectural heritage by recognizing the unique construction problems inherent in historic buildings and offering an alternative code to deal with these problems. The SHBC is contained in Part 8, Title 24 of the California Code of Regulations.

*(The following was provided in Chapter 16.38 of the VMC.)*

Other related documents that may apply include:

- A. Seismic Hazard Identification and Mitigation Program for Un-reinforced Masonry Buildings. (Chapter 12.07, Vallejo Municipal Code.)
- B. Mare Island Building and Fire Code Compliance (Chapter 12.50, Vallejo Municipal Code (Ord. 1410 N.C. (2d) § 2 (part), 1999.)

#### 4.8 MAINTENANCE OF CONTRIBUTING RESOURCES

Impacts to contributing resources as a result of physical alteration to the building or structure within the project site must be evaluated as they affect the Historic District or sub-areas of high sensitivity. Owners are required to keep in good repair all exterior portions of such resource, all interior portions of City landmarks, and all interior portions thereof whose maintenance is necessary to prevent deterioration and decay of any exterior architectural feature.

Nothing in these Historic Project Guidelines shall be construed to prevent ordinary maintenance or repair of any exterior architectural feature of a contributing resource not involving a change in design, material or external appearance thereof.

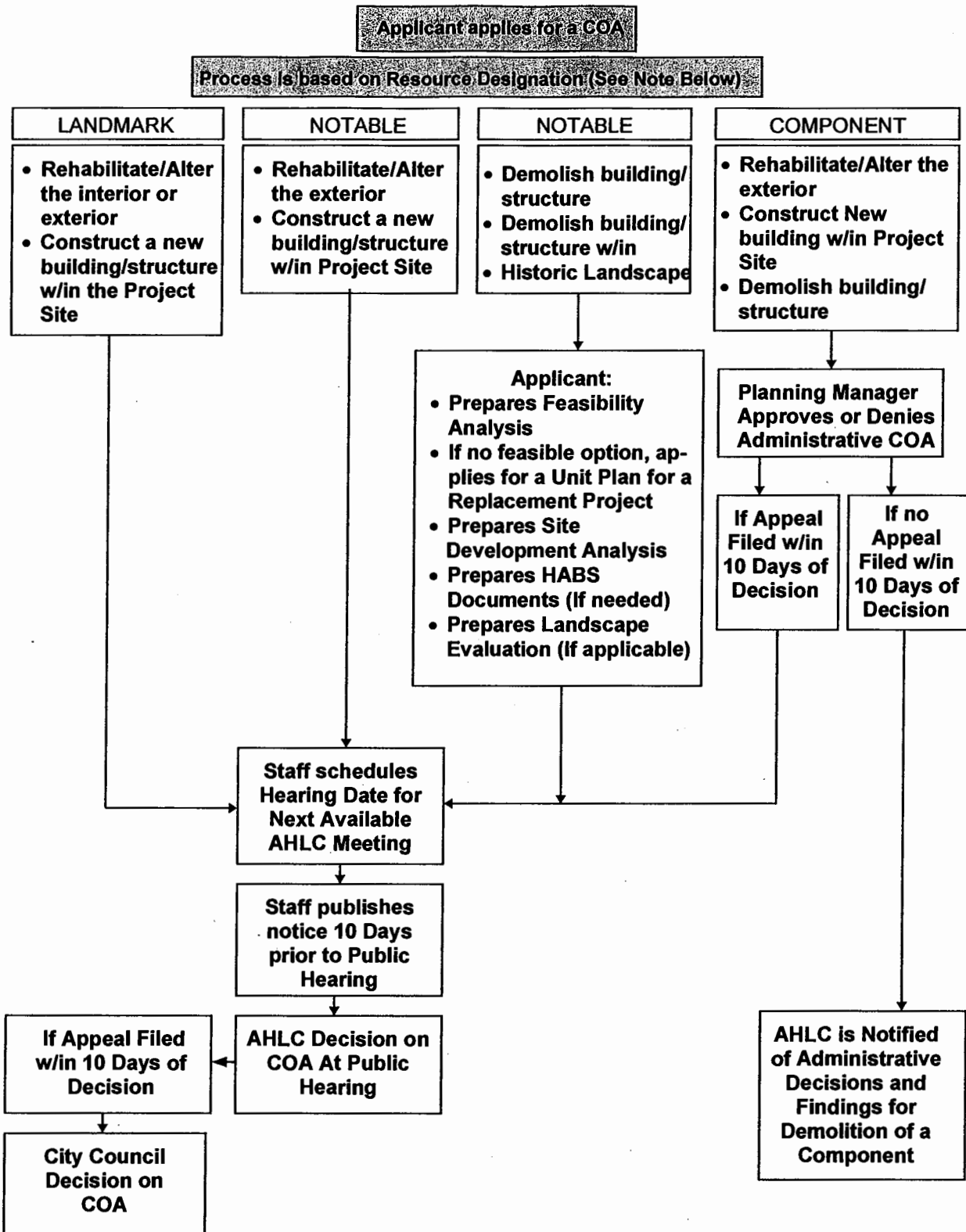
Buildings shall be maintained in accordance with the following requirements appropriate to the treatment authorized under the Historic Project Guidelines, as discussed in the Design Guidelines for the Historic District (**Appendix B.4**):

- Property remaining in continuous use: Operational facilities, systems and equipment will be maintained at normal operational levels. All existing services including, but not limited to, installed utilities and mechanical systems shall continue in operation.
- Vacant Property available for reuse with environmental clearance: Maintenance shall be performed to maintain the structures integrity,

weather tightness and utility systems of the facility to limit deterioration. If metered, water shall be periodically turned on to faucets, toilets, urinals, etc. to keep drain traps "wet." Appliances shall be winterized and unnecessary electrical circuits shall be de-energized. Heating/air conditioning will be turned off except where heating/air conditioning is required to maintain the mechanical systems in working order, for humidity control and to prevent freezing. Historic properties previously heated/air conditioned will be inspected on a regular basis for mildew, mold and other evidence of deterioration. Where deterioration is observed appropriate measures will be taken to arrest the deterioration and prevent its reoccurrence.

- Vacant Property expected to be out of use for minimum of 24 months of occupancy: Maintenance shall be performed to maintain the structural integrity and weather tightness to limit deterioration. No heat or air conditioning will be provided and all utilities will be turned off. Water lines and fire suppression systems will be drained. Sewer traps shall be routinely filled with a non-toxic substance or other methane gas suppression system. Passive ventilation shall be used to control humidity. Scheduled inspections will be made to detect damage from mold or mildew. Where damage is observed appropriate measures will be taken to arrest the deterioration and prevent its reoccurrence.
- Vacant Property proposed to be demolished within 24 months of occupancy: No maintenance is required other than securing the structure from vandalism, transient occupancy or other condition dangerous to the public.

## DEVELOPMENT REVIEW PROCESS



**Notes**

Projects Must be Consistent w/2005 Mare Island Specific Plan (Including Building Demolitions)

AHLC: Architectural Heritage and Landmarks Commission

COA: Certificate of Appropriateness

Alterations: May also include fencing, landscaping, signage, paving, etc.

## 5.0 DEMOLITION

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It is understood that in order to achieve the goals of the Mare Island Specific Plan, various buildings must be removed. However, in order to maintain the historic fabric of the area, specific standards and criteria have been developed before removal or demolition can take place. The standards for issuance of a demolition permit differ depending on the historic significance of the affected historic resource. In general, demolitions based on the willful neglect of the property owner are prohibited.

*(Per Settlement Agreement, Section 7.)*

Issuance of a demolition permit for any of the following referenced historic resources for which there is an approved COA for the retention of a contributing resource shall be subject to an amendment to the applicable COA. The amended COA must be approved by the AHLC: Resources 0259, 0766, BS3, S32-06, L-F, M-D, N-H, O-B, 6D, T-A, U-B, U-D, H-64, M-001A, and M-001C.

### 5.1 DISTRICT LEVEL CRITERIA

To protect the Historic District from significant adverse impacts, the City has adopted the following criteria for evaluating impacts to the Historic District from proposed demolitions:

- A. The Historic District must retain a mix of building Eras, materials and architectural styles which reflects the existing multi-layered historic environment; and
- B. All retained contributing resources must be retained in a manner that protects their integrity through conformance with the *Secretary's Standards*.

It is intended that application of the above criteria will avoid impacts to the Historic District which could adversely affect its eligibility for the National and California Registers, as required by the Specific Plan.

### 5.2 AREA-LEVEL DEMOLITION CRITERIA

The Reuse Area boundaries were selected on the basis of reuse planning rather than historic preservation concerns. Although their boundaries do not reflect historic considerations, the areas were determined to be a convenient vehicle for refining the Historic District impact analysis. The following summary review of contributing resources by Reuse Area is intended to provide a brief overview of the Historic District Resources.

### **Reuse Area 1A:**

Only a small part of Reuse Area 1A, otherwise known as the North Island Industrial Park, is located within the Historic District. It contains only one Notable Resource, the Sentry House and Wall, constructed in 1936, which is part of the entry sequence to Mare Island. Demolition proposals within the Project Site of the Sentry House and Wall will be evaluated to ensure that impacts to the Sentry House and Wall will be avoided or minimized.

### **Reuse Area 2A:**

Reuse Area 2A contains four Notable Resources and five Component Resources, eight from Era 5 and one from Era 4. Although it contains a variety of non-residential buildings, the sub-area is primarily defined by the cluster of large structures and recreational facilities lining Walnut Avenue. The corner of Walnut Avenue and G Street is prominently located on a main transportation corridor. The sub-area does not contain waterfront resources and is not part of the Historic Core. Demolition proposals in Reuse Area 2A should be evaluated to ensure protection of the "street wall" along Walnut Avenue near its intersection with G Street, either by retaining existing resources or through appropriately-designed new construction that respects historic setbacks.

### **Reuse Area 2B:**

Reuse Area 2B contains two Notable Resources and two Component Resources, primarily from Era 4. The structures are scattered across the eastern portion of the sub-area, while the western portion is relatively undeveloped. Large expanses of asphalt paving cover open spaces between buildings. Although the sub-area is adjacent to permanent open space to the south and west, it is primarily characterized by undistinguished structures with no central focus. Demolition proposals in Reuse Area 2B should be evaluated to ensure protection of the "corridor" along Walnut Avenue.

### **Reuse Area 3A:**

Reuse Area 3A contains five Notable Resources and ten Component Resources, primarily from Era 5. Reuse Area 3A is located adjacent to the Historic District and contains few individually significant resources. The primary historic character of the sub-area is drawn from a cluster of three small Spanish Eclectic buildings which line G Street and create an entry sequence to the Island, in combination with the Sentry House and Wall in Reuse Area 1A. These masonry buildings highlight the contrast between the industrial causeway, the relatively serene entrance on G Street and the large utilitarian industrial buildings through the interior of Reuse Area 3A. Demolition proposals in Reuse Area 3A should be evaluated to ensure protection of the existing historic entryway along G Street.

### **Reuse Area 3B:**

Reuse Area 3B contains 14 Landmarks, 26 Notable Resources and 25 Component Resources. This relatively large sub-area contains resources from all 5 Eras, but is particularly rich in structures from Era 3. The sub-area draws its primary historic character from two sources: (a) a series of Era 3 coal sheds which face the waterfront, share a common setback and roofline and are prominently visible from the mainland; and (b) an almost complete lack of landscaping, with asphalt paving conveying most open spaces. In addition, Reuse Area 3B is home to a few exceptional Classical Revival brick buildings from Era 1. Reuse Area 3B is relatively densely developed in comparison to Reuse Area 1A through 3A and was clearly developed for pedestrian access. Demolition proposals in Reuse Area 3B should be evaluated to ensure protection of the Landmark structures, the strong visual presence of the Era 3 coal sheds, the waterfront orientation, and the individually significant Era 1 buildings, as well as to maintain the comparatively higher density of development and pedestrian orientation which characterize Reuse Area 3B.

#### **Reuse Area 4:**

Reuse Area 4, known as the Historic Core, contains 17 Landmarks, 40 Notable Resources, and 30 Component Resources from all 5 Eras, as well as four of the ten designated landscapes. Together with Reuse Area 3B, Reuse Area 4 contains some of the oldest buildings on Mare Island. The pace of construction in Reuse Area 4 increased dramatically in after the Spanish-American War, with 32 structures from Era 3, 19 from Era 4 and 27 from Era 5. Reuse Area 4 is the most evocative of all of the sub-areas, containing a mix of distinction residences, bomb shelters, landscaped parks, waterfront uses and unique Classical Revival industrial buildings. The residential neighborhoods are characterized by extensive landscaping, while the industrial areas are distinguished by asphalt paving. Impressive officers' quarters line the north side of Walnut Avenue, providing a strong visual connection with each other and the landscaped parks to the south. The industrial areas are developed at a relatively higher density, similar to Reuse Area 3B, and were clearly planned for pedestrian access. Reuse Area 4 also contains Dry Dock 1, the first dry dock on the Pacific Ocean. Unlike many other sub-areas, Reuse Area 4 contains relatively few post-1945 intrusions. Demolition proposals in Reuse Area 4 should be evaluated to ensure retention of the exciting mix of architectural styles and Eras, as well as the strong visual rhythm and pattern of the officers' quarters, including the landscaped open space, along the Walnut Avenue frontage. Demolition proposals, coupled with new construction, should also retain the comparatively higher density of development and pedestrian orientation which characterize both Reuse Areas 3B and 4.

#### **Reuse Area 5:**

Reuse Area 5 contains one Landmark, 25 Notable Resources and 27 Component Resources. More than two-thirds of the buildings, including almost all of the Components, date from Era 5. This sub-area is wholly industrial and contains the largest buildings on the Island, plus three dry docks and several rolling and fixed

cranes from the World War II Era. Reuse Area 5 is less densely developed than Reuse Areas 3B and 4, contains no landscaping and appears to have been designed for vehicular access. The scale of the structures is dramatically larger than in the adjacent sub-areas. It contains waterfront historic resources visible from the mainland, but is not in the Historic Core. Demolition proposals in Reuse Area 5 should be evaluated to ensure retention of views of historic resources from the mainland

#### **Reuse Area 6:**

Reuse Area 6, known as the North Residential Village, is primarily located outside of the Historic District, but nonetheless contains four Landmarks, 35 Notable Resources and 42 Components. Almost half of the Contributing Resources are from Era 5, with another third from Era 4. Reuse Area 6 contains a high percentage of repetitive resources, including 20 World War II-Era officers' quarters and another 22 garages and storage sheds. Reuse Area 6 is primarily residential, although it transitions to industrial use to the north. Demolition proposals in Reuse Area 6 should respect the existing residential structures along Azuar Drive.

#### **Reuse Area 8:**

Reuse Area 8, known as the South Residential Village, contains five Landmarks, 13 Notable Resources and seven Component Resources, as well as four of the ten designated landscapes. It is located at the crest of a low sloping hill and features a variety of landscapes, including the prominent, centrally located Parade Ground which serves as the focal point for the sub-area. Reuse Area 8 is primarily, but not exclusively, residential. It contains three fine Queen Anne residences designed as an NHL grouping, which were relocated from their original sites circa 1953. The eastern edge of the Parade Ground is dominated by a massive Classical Revival Barracks from Era 3. The majority of the remaining Contributing Resources are utilitarian residential buildings from Era 5 and later. Demolition proposals in Reuse Area 8 should be evaluated to protect the visual prominence of the Parade Ground and the existing landscapes.

#### **Reuse Area 9:**

Reuse Area 9 contains one Landmark, 14 Notable Resources and five Component Resources, as well as two of the ten designated landscapes. The hilly, landscaped site is dominated by an 1899 Classical Revival Hospital, with a linear configuration accentuated by later additions. Related medical facilities were constructed during Era 4, primarily in Spanish Eclectic or utilitarian style. The entire grouping, including the landscaping, is picturesque, and quite unusual for the Historic District. Demolition proposals in Reuse Area 9 should respect the existing relationships between the Hospital structure and the related facilities.



### **Reuse Area 10A:**

Reuse Area 10A, known as the South Industrial Park, contains four Notable Resources and 25 Components. Reuse Area 10A is located on flatlands along the eastern waterfront at the far eastern edge of the Historic District, visually and physically separated from the remainder of the District. Most buildings were constructed during Era 5. Many of the densely grouped buildings are uniformly set back from Blake Avenue. Reuse Area 10A contains historic waterfront resources but, as a whole, the sub-area is not oriented toward the water. Reuse Area 10A is owned by the State of California. Demolition proposals in Reuse Area 10A should respect the grouping, scale and massing of the existing buildings.

### **Reuse Area 10B:**

Reuse Area 10B contains two Components, both of which are Era 5 sentry houses constructed in a utilitarian style. Reuse Area 10B lies between Reuse Areas 9 and 10A, but its Component Resources are isolated and not visually connected to the remainder of the Historic District. This sub-area contains waterfront historic Resources visible from the mainland. It is currently owned by the federal government and occupied by the U.S. Army Resource. Demolition proposals in Reuse Area 10B will not be subject to these Historic Project Guidelines while it is owned by the federal government. In the event that these resources are transferred to the City or a private entity, demolition proposals will avoid the two sentry houses, although they may be relocated as appropriate.

## **5.3 INDIVIDUAL RESOURCE-LEVEL DEMOLITION CRITERIA**

In addition to impacts on the Historic District and Reuse Areas, demolition proposals obviously affect individual historic resources, both directly and indirectly. The level of review and the stringency of the review criteria depend on the historic significance of the affected historic resources. Apart from area impacts, demolitions which affect individually significant Landmarks or Notable Resources are of more serious concern, and therefore subject to more stringent review, than those which affect Component Resources of no individual significance. The following provides the demolition criteria for Landmarks, Notables and Component resources within the Historic District.

### **5.3.1 LANDMARKS**

Demolition of any individually designated City Landmark is prohibited, unless the City makes a finding that the resource is in such condition that it is not "feasible" to preserve or restore it. Although not currently proposed, demolition of a Landmark may be authorized upon a finding that reuse is not feasible. For the purposes of a determination that issuance of a demolition permit is authorized for a Landmark, the following will apply:

1. **Criteria:** For Landmarks, the City will utilize the hardship test applied to constitutional violations under the Fifth Amendment, which requires a showing that denial of demolition permit would leave the property owner with no beneficial economic use of the Landmark property. The property owner may meet this test by showing that there are no economically feasible alternatives to demolition of the Landmark.
2. **Findings:** The AHLC shall issue a demolition permit for a Landmark if it finds both of the following:
  - (a) The resource is not feasible to preserve or reuse under the hardship test set forth immediately above; and
  - (b) Demolition of the resource will not cause a substantial adverse change in the eligibility of the Historic District for the National and California Registers.

### 5.3.2 NOTABLE RESOURCES

Demolition of any Notable Resource is prohibited. . However, it is anticipated that occasionally limited demolition of Notable Resources may occur on Mare Island due to the need to upgrade infrastructure to civilian standards and/or the functional obsolescence of a limited number of buildings and structures. In those instances, a project proponent shall initiate and complete the following process prior to the demolition of any Notable Resource. The City shall review and approve the demolition based on the findings listed below. This standard is intended to be less exacting than the “hardship test” applicable to Landmarks, but more rigorous than the “Reasonable Necessity Finding” applicable to Components.

#### Process for AHLC Review and Approval

*(The following section is added Per Mitigation Measure, A-2)*

#### **A. Feasibility Analysis**

A Feasibility Analysis that includes an evaluation of alternatives to full demolition, such as use of the alternative standards of the State Historic Building Code, relocation in a manner that is consistent with “Moving Historic Buildings”, or additions, interior renovations, and partial demolition/new construction that may not strictly conform with the Standards, shall be prepared by a qualified consultant approved by the City. The following actions shall take place based on the outcome of the analysis:

1. Should the analysis show feasible alternatives to demolition, a project proponent shall proceed with the Development Review process identified in Section 4.0 of this document.

2. Should the evaluation not identify feasible alternatives to full demolition, the project proponent shall comply with the following additional requirements, all of which shall be submitted to the AHLC for consideration.

*(The following sections are added per Settlement Agreement, Section 9.)*

**B. Planned Development Unit Plan (Unit Plan) for a Replacement Project**

A Unit Plan pursuant to Vallejo Municipal Code 16.116.075 for a Replacement Project for each Notable Resource proposed for demolition shall be submitted for approval by the Planning Manager. The Unit Plan shall:

1. Meet one of the following conditions:
  - (a) Includes new construction within the footprint of the Notable Resource proposed for demolition; or
  - (b) Involves the rehabilitation of a nearby Landmark or Notable Resource that will necessitate removing one or more Notable Resources of lesser reuse potential to create adequate parking, circulation, or lay down area for the rehabilitated Landmark or Notable Resource; or
  - (c) Be part of a public works project.
2. Include a financial feasibility analysis to demonstrate that commercially reasonable financial resources are available to complete the proposed Replacement Project.
3. Include a schedule to demonstrate that commencement of the Replacement Project will take place within six (6) months of receipt of all necessary City approvals.

**C. Site Development Analysis (Previously Entitled "Deterrence Analysis")**

A Site Development Analysis for each Notable Resource proposed for demolition shall be prepared. The Site Development Analysis shall include information to support the one of the following findings:

1. The resource is located such that it substantially hinders reuse of a Landmark; or
2. The resource is located such that:
  - (a) It affects the ability of the owner to meet one or more other goals of the Specific Plan, such as the provision of circulation, access, parking, laydown area, park space, housing or infrastructure, or hazardous materials remediation; and
  - (b) The costs required to modify the Development Plan in order to retain the resource is unreasonable in relation to the significance of the resource; or
3. The cost of reusing or rehabilitating the resource is unreasonably high when compared to the estimated value of the resource after rehabilitation. In accordance with the Secretary's Standards, Relocation of Notable Resources should be required as an alternative to demolition.

**D. Historic American Building Survey (HABS) Documentation**

The appropriate level of HABS documentation, including photographs, measured plan drawings and a written description to the extent that such documentation has not already been completed, shall be prepared for each Notable Resource proposed for demolition. The HABS documentation shall be made available to the Mare Island Historic Park Foundation and the Solano County, John F. Kennedy Library prior to the issuance of a final demolition permit.

*(The following Section is added per Mitigation Measure, A.6b.)*

**E. Historic Landscape**

A demolition project within any of the ten designated Historic Landscape, all ten of which are classified as a Notable Resource, shall also require a Cultural Landscape evaluation. All Cultural Landscape evaluations shall become part of the Interpretive Program for the Historic District.

*(The following is added Per Settlement Agreement, Sections 6 and 11.)*

**5.3.2.2 Exceptions**

- a. For Reuse Areas 2A, 2B and 3A, and Buildings 206, 208, 237 and 257, demolitions consistent with the Master Development Plan (Appendix E), are exempt from the above Unit Plan and HABS

documentation requirements, but shall require a Feasibility Analysis, Site Development Analysis and Landscape Evaluation. (Section 6 and 11 of the Settlement Agreement.)<sup>13</sup>

- b. For Reuse Areas 2A, 2B and 3A, the Feasibility Analysis, Site Development Analysis and Landscape Evaluation are exempt from AHLC review and approval and shall be subject to review and approval by the Planning Manager, and a notice of decision shall be provided to the AHLC. (Section 6 of the Settlement Agreement)

(The following is added Per Settlement Agreement, Sections 9 and Mitigations Measures A.2 and A.6b)

### 5.3.2.3 Findings for Demolition of a Notable Resource

The AHLC may issue a discretionary demolition permit for a Notable Resource, if it finds all of the following:

- (a) A Feasibility Analysis has been prepared that shows no feasible options for reuse have been identified; and
- (b) A Unit Plan for a Replacement Project has been approved by the Planning Manager; and
- (c) A Site Development Analysis has been prepared that shows the project meets one of the required findings and is consistent with the Mare Island Specific Plan; and
- (d) Demolition of the resource will not cause a substantial adverse change in eligibility of the Historic District for the National and California Registers; and
- (e) All pre-conditions to demolition of a Notable Resource have been met, as set forth in Section 5.3.2.

## 5.3.3 COMPONENT RESOURCES

Demolition of a Component Resource is prohibited unless the City makes a finding that the proposed demolition is reasonably necessary to implement the proposed Preliminary Master Development Plan, including the provision of housing, park space, new infrastructure, additional surface parking, and roadways. This less rigorous standard is appropriate because demolition of

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<sup>2</sup> Settlement Agreement between the City of Vallejo, Lennar Mare Island, LLC, National Trust for Historic Preservation and Vallejo Architectural Heritage Foundation, executed April 11, 2006.

Components will not result in the loss of any individually significant historic resources.

1. Criteria for Reasonable Necessity Finding:

City Staff may make an administrative determination that the proposed demolitions reasonably necessary to implement the proposed Development Plan, including but not limited to the provision of circulation, access, parking, laydown area, park space, housing or infrastructure, or hazardous materials remediation;

2. Findings:

City Staff may issue an administrative permit for demolition of a Component Resource if it finds both of the following:

- (a) Demolition of the Component Resource is reasonably necessary to implement the proposed Development Plan; and
- (b) Demolition of the resource will not cause a substantial adverse change in eligibility of the Historic District for the National and California Registers.

The AHLC shall be notified of such findings before demolition is allowed to proceed.

*(The following Section was provided in Chapter 16.38 of the VMC and has been modified to reflect current standards.)*

**5.3.4 DEMOLITION OF HAZARDOUS STRUCTURE**

Immediate action may be taken to protect or abate a hazardous structure that poses an imminent threat to public health or safety, as determined by the Chief Building Official, without compliance with the pre-requirements for demolition mandated by these Historic Project Guidelines. However, if the imminent threat can be averted through stabilization or other non-destructive protective measures that do not require full or partial demolition, all such measures shall be taken rather than proceeding with demolition, and the Historic Project Guidelines shall thereafter again apply. Once the imminent threat is abated, the AHLC shall be notified of any further measures proposed to be taken to stabilize or demolish any structure protected by these Historic Project Guidelines at least five working days prior to the action. Plans for the new construction on the site of the demolition shall comply with Section 4.0 of the Historic Project Guidelines.



*(The following section is added Per Settlement Agreement, Sections 1-4.)*

#### 5.4 REHABILITATION FUND

To offset the impacts of the demolition of historic resources, a funding program has been created and funded by the Master Developer, Lennar Mare Island, LLC (LMI). The City of Vallejo and Master Developer, in consultation with the State Office of Historic Preservation (SHPO), the National Parks Service (NPS), and the National Trust for Historic Preservation (Trust) have determined the specifics of the program.

A revolving loan fund of up to Two Million Dollars (\$2,000,000) by the Master Developer (Lennar Mare Island, LLC.) has been made available for the rehabilitation of certain contributing resources within the Mare Island Historic District. All loans will be subject to the following conditions:

- (a) Loan monies will be available solely for hard costs associated with necessary seismic improvements, exterior facade restoration, window restoration or replacement and foundation repairs.
- (b) All work must comply with the Historic Design Guidelines (Appendix B.4), Chapter 16.38 of the Vallejo Municipal Code and the Secretary of the Interior's Standards for Historic Building Rehabilitation (the "Secretary's Standards").
- (c) No single loan may exceed Two Hundred Fifty Thousand Dollars (\$250,000).
- (d) Loans will be for a term of no more than thirty-six (36) months.
- (e) The interest rate on the loans will be one percent (1%) less than the then prime lending rate, which rate may be adjusted from time to time.
- (f) The maximum outstanding balance of all loans will not exceed Two Million Dollars (\$2,000,000).
- (g) No one person or organization, including affiliates, may hold more than one loan from LMI under this program at any one time.

LMI may establish additional loan criteria without limitation, including commercially reasonable underwriting criteria. Once a loan is approved, LMI will fund the approved work over a twelve (12) month period as the applicant submits legitimate contractor invoices for the work, which invoices may be subject to verification by LMI. LMI or the administrator of the fund, if different, shall review the loan fund periodically and shall deduct from the available loan balance, the amount of any defaulted loans.

All loan payments, excluding interest, will be returned to the loan fund and made available for new loans under the loan program for a period of five (5) years from the date of the first loan. LMI shall have no obligation to make any new loan following the date that is five (5) years after the date it makes the first loan.

LMI and the City acknowledge and agree that loan funds provided under the criteria outlined above shall not be considered or accounted for as Project Costs (as defined in the Acquisition Agreement) under the terms of the Acquisition Agreement. Notwithstanding the foregoing, reasonable costs of loan fund administration and defaulted amounts are considered as Project Costs.



## **6.0 PRESERVATION INCENTIVES AND FEDERAL REVIEW PROCEDURES**

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*(The contents of the former Chapter 4.0 are relocated to Chapter 3.0 entitled Historic District Characteristics.)*

### **6.1 PRESERVATION TAX INCENTIVE PROGRAM**

The federal Historic Preservation Tax Incentives Program is available for individually designated historic buildings or structures which contribute to designated historic districts. Properties must be income-producing and must be rehabilitated according to *Secretary of the Interior's Standards for the Treatment of Historic Properties*.<sup>14</sup> (*Secretary's Standards*). One of the key incentives is an income tax credit under the Tax Reform Act of 1986 for up to 20% of the qualified costs of substantially rehabilitating historic buildings for commercial, industrial, and residential rental uses. The Program is administered by the National Park Service (NPS).

#### **6.1.1 CERTIFIED HISTORIC PROJECTS**

Certified historic projects are reviewed by the NPS through a three-part application and reporting process. Any historic resource eligible for the National Register, whether listed or not, may apply. This process is designed to establish the historic character of the affected structures, require compliance with national preservation standards and, finally, confirm that the work was completed in accordance with the approved plans. Failure to satisfy the National Park Service at any stage in the process can result in loss of the 20 percent tax credit.

#### **6.1.2 FEDERAL REVIEW**

Under these Historic Project Guidelines, tax credit projects are exempt from the requirement for a COA. However, the AHLC must be notified and given the opportunity to comment on all tax credit projects. To allow sufficient time for local review, the applicant will submit each application to the AHLC concurrently with submission to the National Park Service. The AHLC will then have a maximum of 45 days to review and comment on the application, unless the time is extended with the consent of the applicant.

#### **Part 1 – Evaluation of Significance**

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<sup>14</sup> Kay D. Weeks and Anne E. Grimmer, *The Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings or the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings*, (Washington, D.C.; U.S. Department of the Interior), 1995, 1.

The first step in the process in submission by the applicant of a Part 1 application for the purpose of determining which resources as “certified historic structures” under the Internal Revenue Code:

1. **“To request certification that a depreciable building contributes to the significance of a registered historic district and therefore qualifies as a “certified historic structure” for the purpose of rehabilitation.”**<sup>15</sup>

Buildings that are individually listed in the National Register are generally considered certified historic structures and no further certification is required. City-designated Landmarks are anticipated to be considered certified historic structures. Notable Resources are also anticipated to be eligible for certification since they are, by definition, those resources which: (1) contribute to the significance of the district;<sup>16</sup> (2) were individually noted as having individual historical or architectural significance in the National Register Registration Form, and (3) retain integrity.

2. **“To request certification that a building does not contribute to the significance of the registered historic district in which it is located.”**<sup>17</sup> As part of the Part 1 application, it is anticipated that the applicant will request certification that Component Resources do not contribute to the significance of the Historic District. They are by definition those resources which function as secondary components,<sup>18</sup> are not noted as having individual architectural or historic significance in the National Register Registration Form, do not add individually to the district’s sense of time and place and historical development, or lack integrity.<sup>19</sup> It is also anticipated that as part of the Part 1 application, the applicant will request certification that any non-contributors<sup>20</sup> within the Area do not contribute to the Historic District.

A separate Part 1 application will be submitted for each resource or functional grouping, where the applicant seeks to obtain tax credits. The Part 1 application will result in a certification decision being made for each structure.

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<sup>15</sup> United States Department of the Interior, National Park Service. “Historic Preservation Certification Application Instructions. (Page 2)

<sup>16</sup> Per 36 CFR 67.4 (f) and 36 CFR 67.5(a) (1).

<sup>17</sup> United States Department of the Interior, National Park Service. “Historic Preservation Certification Application Instructions. (Page 2)

<sup>18</sup> Per 67.6(b)(5)(iii)

<sup>19</sup> Per 36 CFR 67.5(a) (2) and 36 CFR 67.6(b) (5) (ii).

<sup>20</sup> Per 36 CFR 67.6(b) (5) (i).

## **Part 2 – Description of Rehabilitation Work**

Once the Part 1 application has been approved, the applicant must submit a Part 2 application outlining plans for rehabilitation, demolition of a non-certified structure or new construction.<sup>21</sup> The Part 2 application will provide a detailed description of the proposed work, including supporting architectural drawings. The NPS will review all proposed rehabilitations, relocations, demolitions and new construction for consistency with the *Secretary's Standards*.<sup>22</sup>

It may be necessary for the applicant to amend the Part 2s as the details of the rehabilitation and reuse program become defined, due to of the level of detail required by the NPS in Part 2 applications.

## **Part 3 – Request for Certification of Completed Work**

A project does not become a “certified rehabilitation” eligible for tax incentives until it is completed and given final approval by NPS. Under the tax credit program, the applicant has the option to conduct the describe work program in one phase over 24 months, or in phases over a 60-month period. Because of the size of the Historic District and the uncertainty with respect to economic conditions, the applicant may use different phasing approaches.

### **6.1.3 NEW CONSTRUCTION**

New infill construction affecting any structure or grouping which is eligible for tax credits will be reviewed by NPS for consistency with the *Secretary's Standards*. In the interest of consistency, it is anticipated that NPS will also consider these Historic Project Guidelines and the Urban Design Guidelines in Chapter 4.0 of the Specific Plan when reviewing proposals for new construction within the Historic District.

### **6.1.4 DEMOLITION**

Demolition proposals affecting any structures or groupings eligible for tax credits will be reviewed by NPS for consistency with the Internal Revenue Code requirements and these Historic Project Guidelines. Except in the case of Certified Non-Historic Structures, demolition of Contributing Resources may require additional documentation that retention of the structures is not technically or economically feasible in accordance with 36 CFR Section 67.6(b)(5).

Rehabilitation, relocation, new construction or demolition activities affecting a certified historic structure with a pending tax credit application are automatically subject to comprehensive review by the NPS.

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<sup>21</sup> 36 CFR 67.6

<sup>22</sup> 36 CFR 67.7

Tax credit applications are anticipated to be used to the extent feasible to facilitate NPS review. Whereas structures that are “related historically to serve an overall purpose, such as a mill complex or residence and carriage house” are required to be treated as a single project for tax credit purposes, separate applications may be made in the case of rehabilitation projects “where there is no historical functional relationship among the structures,” “regardless of how they are grouped for ownership or development purposes.”<sup>23</sup> NPS will determine whether structures within the Historic District form “functional groupings.”

### **6.1.5 SUBSEQUENT ENVIRONMENTAL REVIEW**

Rehabilitation, relocation, new construction or demolition activities within an area with a pending tax credit application are automatically subject to review by the NPS. To the extent that issuance of permits for these activities is mandatory, no additional environmental review is required under CEQA. Furthermore, these actions, since they must be consistent with the *Secretary’s Standards*, do not have the potential for significant adverse impacts to the Historic District, beyond the impacts already reviewed by the SEIR in connection with the Specific Plan, including these Historic Project Guidelines.

Preservation, restoration, rehabilitation and new construction within an area which is subject to exclusive City review must be consistent with these Historic Project Guidelines. These actions, since they must also be consistent with the *Secretary’s Standards*, should generally be considered to be mitigated to a level of less than a significant impact under CEQA.

All of the relocation and demolition proposals in the current Development Plan have received environmental review through the SEIR conducted for the 2005 Specific Plan, and will not require additional environmental review unless the conditions specified in Section 15162 of the CEQA Guidelines are demonstrated. If in the future, the relocation and demolition proposals in the current Preliminary Master Development Plan are modified, additional environmental review may be required, depending on the significance of the resulting impacts.

## **6.2 OTHER TAX INCENTIVES**

### **6.2.1 MILLS ACT CONTRACTS**

Under the Mills Act, owners of historic buildings may qualify for potential property tax relief if they pledge to rehabilitate and maintain the historical and architectural character of their properties for at least ten-years.<sup>24</sup> Owner-occupied single-family residences and income producing commercial properties may qualify for the Mills Act program. A formal agreement, generally known as a

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<sup>23</sup> 36 CFR 67.7(b)(4)

<sup>24</sup> See Section 439 et. seq. of the Revenue and Taxation Code (Historic Property Restriction).

Mills Act contract or historic property contract, is executed between the local government and the property owner for a minimum ten-year term. Contracts are automatically renewed each year and are transferred to new owners when the property is sold. Property owners agree to protect, preserve, and maintain the property in accordance with specific historic preservation standards and conditions identified in the contract. The City of Vallejo is a participant in the Mills Act, which is available to properties within the Historic District.

#### 6.2.2 CONSERVATION EASEMENTS

Section 815 et. seq. of the California Civil Code authorizes landowners to convey “conservation easements” to qualified non-profit organizations. In exchange, the landowner receives a tax benefit in the form of a charitable contribution deduction and adjustment in the value of the property for tax purposes to account for the effect of the easement. The easement creates a restriction on the use of the property that is binding upon successive owners. The purpose of a conservation easement is to ensure that land is retained in its natural, scenic, historical, agricultural, forested or open space condition. A conservation easement may be held by qualified tax exempt non-profit organizations whose primary purpose is the preservation, protection or enhancement of the resource in question, as well as the state or any city, county, district, or other state or local government entity. In the case of an historic resource, an easement can be created which protects only exterior historic elements, while enabling continued use of the property.

*(Most of the information provided in Chapter 7.0 is revised and relocated to Chapter 5.0 of this document.)*

*(Most of the information provided in Chapter 8.0 is revised and relocated to Chapter 4.0 of this document.)*

Appendix B.3

# Historic Resources Catalogue



ADOPTED – DECEMBER 2005  
AMENDED – JULY 2007

PUBLIC REVIEW DRAFT: JUNE 11, 2007

**PROPOSED 2007  
MARE ISLAND SPECIFIC PLAN AMENDMENT II  
REVIEW GUIDE**

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Attached are red-lined changes that have been made to **Appendix B.3 Historic Resources Catalogue of the 2005 Mare Island Specific Plan**. Only those pages that have been amended are included. (Revised 6/7/07)

**Table 1: Buildings Reclassified as a Notable Resource**

	Settlement Agmt. Section	Reuse Area	Building	ERA	Building Type	Size
1.	6 (1)	2B	455	4	L - Storage	31,160
2.	7 (1)	3B	259	3	Storage	24,200
3.	7 (4)	5	766	4	G - Latrine	4,200
4.	7 (4)	5	BS-3	5	H - Other Infrastructure	1,128
5.	7 (5)	5	S32-06	5	F - Bomb Shelter	1,310
6.	7 (6)	6	L-F	4	B - Residential Garage/Shed	420
7.	7 (6)	6	M-D	4	B - Residential Garage/Shed	546
8.	7 (6)	6	N-H	4	A - Residential	1,092
9.	7 (6)	6	O-B	4	A - Residential Servants Quarters	721
10.	7 (8)	6	6-D	3	B - Residential Garage/Shed	765
11.	7 (8)	6	T-A	4	B - Residential Garage/Shed	458
12.	7 (8)	6	U-B	4	B - Residential Garage/Shed	572
13.	7 (8)	6	U-D	4	B - Residential Garage/Shed	565
14.	7 (9)	8	H-64 <sup>1</sup>	4	B - Residential Garage/Shed	651
15.	7 (9)	8	M-001A	4	A - Residential Servants Quarters	694
16.	7 (9)	8	M-001C	4	B - Residential Garage/Shed	680

Notes: 1 - Previously classified as a Notable; no reclassification is required.

INDEX BY  
RESOURCE NUMBER

Resource Number	Area	Resource Name	Classification	Date	Type
0006	6	Quarters	Notable	1915	A - Single-family residential
0006D	6	Garage	Component/Notable	1915	B - Residential garage/shed
0006E	6	Storage	Component	1938	B - Residential garage/shed
0017	6	Quarters	City Landmark	1898	A - Single-family residential
0017B	6	Garage	Component	1935	B - Residential garage/shed
0017C	6	Garage	Component	1930	B - Residential garage/shed
0019	6	Quarters	City Landmark	1898	A - Single-family residential
0019A	6	Garage	Component	1930	B - Residential garage/shed
0021	6	Quarters	City Landmark	1898	A - Single-family residential
0029	6	Quarters	City Landmark	1897	A - Single-family residential
0029A	6	Garage	Component	1933	B - Residential garage/shed
0029G	6	Garage	Component	1932	B - Residential garage/shed
0045	4	School for Apprentices	Notable	1864	P - Masonry Administrative, Institutional, or Commercial
0046	4	Smithery	City Landmark	1856	M - Masonry Industrial Shops
0047	4	Administration Building	City Landmark	1870	P - Masonry Administrative, Institutional, or Commercial
0047A	4	Administration and Office Building	Notable	1917	P - Masonry Administrative, Institutional, or Commercial
0050	4	Shop	Notable	1871	M - Masonry Industrial Shops
0052	4	Shop	Notable	1873	M - Masonry Industrial Shops
0056	4	Bandstand	Notable	1895	Q - Wooden Administrative, Institutional, or Commercial
0065	4	School for apprentices	Notable	1901	P - Masonry Administrative, Institutional, or Commercial
0069	3B	Supply warehouse	City Landmark	1865	J - Masonry Industrial/Ordinance Storage or Warehouse
0071	3B	Storage	Notable	1858	J - Masonry Industrial/Ordinance Storage or Warehouse
0073	3B	Storage	Notable	1898	J - Masonry Industrial/Ordinance Storage or Warehouse
0077	3B	Ordnance storage	Notable	1870	J - Masonry Industrial/Ordinance Storage or Warehouse
0077A	3B	Latrine	Component	1906	G - Latrine
0084	8	Prison	Notable	1909	P - Masonry Administrative, Institutional, or Commercial
0084A	8	Warehouse	Notable	1939	J - Masonry Industrial/Ordinance Storage or Warehouse
0085	3B	Foundry	City Landmark	1858	M - Masonry Industrial Shops
0087	3B	Machine shop	City Landmark	1858	M - Masonry Industrial Shops
0088	5	Stable	City Landmark	1862	J - Masonry Industrial/Ordinance Storage or Warehouse
0089	3B	Boiler shop	City Landmark	1858	M - Masonry Industrial Shops
0091	3B	Boiler shop	City Landmark	1858	M - Masonry Industrial Shops



INDEX BY  
RESOURCE NUMBER

Resource Number	Area	Resource Name	Classification	Date	Type
0239	3B	Storage supply depot	Component	1918	J - Masonry Industrial/Ordinance Storage or Warehouse
0251	3B	Shop	Component	1918	E - Small Industrial garage/shed/Pumphouse/Electrical Facility
0253	3B	Supply department	Notable	1918	L - Metal-Clad Industrial/Ordinance Storage or Warehouse
0255	4	Transformer house	Component	1918	E - Small Industrial garage/shed/Pumphouse/Electrical Facility
0257	3B	Storage	Notable	1911	L - Metal-Clad Industrial/Ordinance Storage or Warehouse
0259	3B	Storage	<del>Component</del> Notable	1911	K - Wooden Industrial/Ordinance Storage or Warehouse
0261	3B	Latrine	Component	1918	G - Latrine
0271	3B	Shop	Notable	1918	M - Masonry Industrial Shops
0273	3B	Shops	Notable	1921	M - Masonry Industrial Shops
0302	5	Offices	Component	1917	R - Metal-Clad Administrative, Institutional, or Commercial
0334	4	Offices	Notable	1918	P - Masonry Administrative, Institutional, or Commercial
0373	3B	Storage	Component	1920	L - Metal-Clad Industrial/Ordinance Storage or Warehouse
0376	6	Dispensary/Radio station barracks	Component	1920	D - Barracks
0376A	6	Enlisted quarters	Component	1941	C - Duplex and multi-family residential
0382	5	Sub assembly	Notable	1941	O - Metal-Clad Industrial Shops
0386	5	Forge Shop	Notable	1922	M - Masonry Industrial Shops
0387	3B	Storage/offices	Component	1920	L - Metal-Clad Industrial/Ordinance Storage or Warehouse
0388	5	Structural Shop	Notable	1922	M - Masonry Industrial Shops
0390	5	Shipfitting shop	Notable	1922	M - Masonry Industrial Shops
0390A	5	Women's Latrine	Component	1942	G - Latrine
0409	2B	Scrap metal warehouse	Component	1921	K - Wooden Industrial/Ordinance Storage or Warehouse
0411	6	Quarters	Notable	1921	C - Duplex and multi-family residential
0417	3B	Medical supply depot	2	1922	R - Metal-Clad Administrative, Institutional, or Commercial
0420	6	Quarters	Notable	1921	A - Single-family residential
0429	6	Quarters	Notable	1921	A - Single-family residential
0429A	6	Storage	Component	1940	B - Residential garage/shed
0431	6	Quarters	Notable	1921	A - Single-family residential
0433	6	Radio Station	Notable	1922	P - Masonry Administrative, Institutional, or Commercial
0435	6	Garage/storage	Component	1922	B - Residential garage/shed
0455	2B	Storage	<del>Component</del> Notable	1929	L - Metal-Clad Industrial/Ordinance Storage or Warehouse

INDEX BY  
RESOURCE NUMBER

Resource Number	Area	Resource Name	Classification	Date	Type
0732	5	Electric Distribution Center	Component	1941	E - Small Industrial garage/shed/Pumphouse/Electrical Facility
0733	6	WAVES officer's quarters	Component	1944	D - Barracks
0737	6	WAVES subsistence	Component	1944	D - Barracks
0738	5	Propeller shop	Component	1942	O - Metal-Clad Industrial Shops
0742	5	Ordnance machine shop	Notable	1942	M - Masonry Industrial Shops
0742A	5	Latrine	Component	1942	G - Latrine
0749	2A	Post Office	Component	1944	Q - Wooden Administrative, Institutional, or Commercial
0757	3A	Torpedo storehouse	Component	1942	J - Masonry Industrial/Ordinance Storage or Warehouse
0761	2A	Stores	Component	1944	Q - Wooden Administrative, Institutional, or Commercial
0764	8	Dental clinic	Component	1942	P - Masonry Administrative, Institutional, or Commercial
0766	5	Office/latrine	Component/Notable	1942	G - Latrine
0781	6	Transformer station	Component	1943	E - Small Industrial garage/shed/Pumphouse/Electrical Facility
0788	5	Storage	Component	1942	K - Wooden Industrial/Ordinance Storage or Warehouse
0789	2A	Electrical distribution	Component	1942	E - Small Industrial garage/shed/Pumphouse/Electrical Facility
0801	3B	Electric substation	Component	1940	E - Small Industrial garage/shed/Pumphouse/Electrical Facility
0803	6	Storage	Component	1945	K - Wooden Industrial/Ordinance Storage or Warehouse
0804	5	Wire and fuel testing	Component	1943	O - Metal-Clad Industrial Shops
0810	5	Paint/rubber factory	Component	1943	O - Metal-Clad Industrial Shops
0811	6	Locomotive cleaning and maintenance	Component	1944	O - Metal-Clad Industrial Shops
0814	5	Facilities for cleaning ...damaged machinery	Component	1945	X - Not Extant
0822	5	Power station	Component	1942	E - Small Industrial garage/shed/Pumphouse/Electrical Facility
0828	5	Power station	Component	1942	E - Small Industrial garage/shed/Pumphouse/Electrical Facility
0830	5	Electrical substation	Component	1942	E - Small Industrial garage/shed/Pumphouse/Electrical Facility
0834	4	Electrical distribution	Component	1942	E - Small Industrial garage/shed/Pumphouse/Electrical Facility
0845	3A	Diesel oil pumphouse	Component	1944	E - Small Industrial garage/shed/Pumphouse/Electrical Facility
0854	4	Pumphouse	Component	1926	E - Small Industrial garage/shed/Pumphouse/Electrical Facility
0855	3B	Electrical shop	Component	1925	O - Metal-Clad Industrial Shops
0858	5	Latrine	Component	1942	G - Latrine

INDEX BY  
RESOURCE NUMBER

Resource Number	Area	Resource Name	Classification	Date	Type
A224	10A	Ordnance storage	Component	1942	J - Masonry Industrial/Ordinance Storage or Warehouse
A225	10A	Ordnance storage	Component	1942	J - Masonry Industrial/Ordinance Storage or Warehouse
A248	10A	20 mm filling house	Notable	1942	M - Masonry Industrial Shops
A256	10A	Ordnance storage	Notable	1943	L - Metal-Clad Industrial/Ordinance Storage or Warehouse
A258	10A	Inert material storage	Notable	1943	L - Metal-Clad Industrial/Ordinance Storage or Warehouse
A260	10A	Electrical distribution center	Component	1943	E - Small Industrial garage/shed/Pumphouse/Electrical Facility
A265	10A	High explosive "D" sifting building	Component	1944	X - Not Extant
A266	10A	Joiner and machine shop	Notable	1945	M - Masonry Industrial Shops
A271	10A	Vacuum system house	Notable	1944	H- Other Infrastructure
A272	10B	Sentry house	Component	1942	H- Other Infrastructure
A276	10A	Fire alarm tower	Component	1942	H- Other Infrastructure
A279	10B	Sentry house	Component	1942	H- Other Infrastructure
A-A	4	Detached quarters	Notable	1908	C - Duplex and multi-family residential
A-I	4	Garage	Notable	1930	B - Residential garage/shed
A-J	4	Greenhouse	Notable	1920	B - Residential garage/shed
Alden Park and Bandshell	4	Alden Park Landscape	Notable	1886	I - Landscape
B	4	Officer's Quarters	City Landmark	1900	A - Single-family residential
B-G	4	Garage	Notable	1930	B - Residential garage/shed
BS2	5	Bus shelter	Component	1942	H- Other Infrastructure
BS3	5	Bus shelter	Component/Notable	1942	H- Other Infrastructure
C	4	Officer's Quarters	City Landmark	1900	A - Single-family residential
C-A	4	Quarters	Notable	1908	A - Single-family residential
Causeway	3A	Causeway	Notable	1935	S - Berths/Quays/Causeways
Chapel Park	4	Chapel Park Landscape	Notable	1908	I - Landscape
C-J	4	Garage	Notable	1930	B - Residential garage/shed
D	4	Officer's Quarters	City Landmark	1900	A - Single-family residential
DD1	4	Drydock 1	City Landmark	1891	S - Berths/Quays/Causeways
DD2	4	Drydock 2	Notable	1910	S - Berths/Quays/Causeways
DD3	5	Drydock 3	Notable	1940	S - Berths/Quays/Causeways
DD4	5	Drydock 4	Notable	1942	S - Berths/Quays/Causeways
D-G	4	Garage	Notable	1943	B - Residential garage/shed
E	4	Officer's Quarters	City Landmark	1900	A - Single-family residential
E-C	4	Garage	Notable	1910	B - Residential garage/shed
E-D	4	Storage	Notable	1930	B - Residential garage/shed
E-F	4	Servant's Quarters	Notable	1920	A - Single-family residential
F	6	Officer's Quarters	Notable	1941	A - Single-family residential
FA-03	8	First aid station	Component	1942	F - Bomb Shelter

INDEX BY  
RESOURCE NUMBER

Resource Number	Area	Resource Name	Classification	Date	Type
J-E	4	Garage	Notable	1900	B - Residential garage/shed
K	4	Officer's Quarters	City Landmark	1900	A - Single-family residential
K-L	4	Garage	Notable	1919	B - Residential garage/shed
L	4	Officer's Quarters	City Landmark	1900	A - Single-family residential
Landscape	8	M1 Landscape	Notable	ND	I - Landscape
Landscape	8	Palm trees along Cedar Avenue	Notable	1900	I - Landscape
Landscape	8	Clubhouse Drive Park	Notable	1894	I - Landscape
Landscape	8	Parade Ground	Notable	1917	I - Landscape
L-F	6	Garage	ComponentNotable	1920	B - Residential garage/shed
M	4	Officer's Quarters	City Landmark	1900	A - Single-family residential
M-001	8	Marine Officer's Quarters	City Landmark	1870	A - Single-family residential
M-001A	8	Servant's Quarters	ComponentNotable	1938	A - Single-family residential
M-001C	8	Garage	ComponentNotable	1938	B - Residential garage/shed
M-002	8	Officer's Quarters	City Landmark	1888	A - Single-family residential
M-003	8	Officer's Quarters (duplex with M4 right)	City Landmark	1888	C - Duplex and multi-family residential
M-004	8	Officer's Quarters (duplex with M3 left)	City Landmark	1888	C - Duplex and multi-family residential
M-005	8	Officer's Quarters	City Landmark	1888	A - Single-family residential
M-007	6	Quarters	Notable	1915	A - Single-family residential
M-007A	6	Garage	Component	1915	B - Residential garage/shed
M-031	8	Bakery	Component	1941	P - Masonry Administrative, Institutional, or Commercial
M-037	8	Barracks	Notable	1917	D - Barracks
M-060	8	Garage	Component	1938	B - Residential garage/shed
M-063	8	Garage	Component	1910	B - Residential garage/shed
M-125	8	Garage	Component	1942	B - Residential garage/shed
M-126	8	Garage	Component	1942	B - Residential garage/shed
M-D	6	Garage	ComponentNotable	1920	B - Residential garage/shed
N	4	Officer's Quarters	City Landmark	1900	A - Single-family residential
N-H	6	Garage / Quarters	ComponentNotable	1920	D - Barracks
O	4	Officer's Quarters	City Landmark	1900	A - Single-family residential
O-B	6	Servant's Quarters	ComponentNotable	1935	A - Single-family residential
O-F	6	Garage	Component	1900	B - Residential garage/shed
Officer's Row	4	Officer's Row Landscape	Notable	ND	I - Landscape
P	6	Boatswain's House	Notable	1873	A - Single-family residential
P-D	6	Garage	Component	1944	B - Residential garage/shed
Q 01/02	6	Officer's quarters	Notable	1942	C - Duplex and multi-family residential
Q 03/04	6	Officer's quarters	Notable	1942	C - Duplex and multi-family residential
Q 05/06	6	Officer's quarters	Notable	1942	C - Duplex and multi-family residential
Q 07/08	6	Officer's quarters	Notable	1942	C - Duplex and multi-family residential
Q 09/10	6	Officer's quarters	Notable	1942	C - Duplex and multi-family residential
Q 11/12	6	Officer's quarters	Notable	1942	C - Duplex and multi-family residential
Q 13/14	6	Officer's quarters	Notable	1942	C - Duplex and multi-family residential

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RESOURCE NUMBER

Resource Number	Area	Resource Name	Classification	Date	Type
Q 15/16	6	Officer's quarters	Notable	1942	C - Duplex and multi-family residential
Q 17/18	6	Officer's quarters	Notable	1942	C - Duplex and multi-family residential
Q 19/20	6	Officer's quarters	Notable	1942	C - Duplex and multi-family residential
QA 01/02	6	Officer's quarters	Component	1942	C - Duplex and multi-family residential
QA 03/04	6	Officer's quarters	Component	1942	C - Duplex and multi-family residential
QA 05/06	6	Officer's quarters	Component	1942	C - Duplex and multi-family residential
QA 07/08	6	Officer's quarters	Component	1942	C - Duplex and multi-family residential
QA 09/10	6	Officer's quarters	Component	1942	C - Duplex and multi-family residential
QA 11/12	6	Officer's quarters	Component	1942	C - Duplex and multi-family residential
QA 13/14	6	Officer's quarters	Component	1942	C - Duplex and multi-family residential
QA 15/16	6	Officer's quarters	Component	1942	C - Duplex and multi-family residential
QA 17/18	6	Officer's quarters	Component	1942	C - Duplex and multi-family residential
QA 19/20	6	Officer's quarters	Component	1942	C - Duplex and multi-family residential
Quay	3A	Quay Wall/Berths 2-6	Notable	1924	S - Berths/Quays/Causeways
Quay	5	Quay Wall/Berths 13-19	Notable	1924	S - Berths/Quays/Causeways
Quay	3B	Quay Wall/Berths 7-10	Notable	1924	S - Berths/Quays/Causeways
Quay	4	Quay Wall/Berths	Notable	1924	S - Berths/Quays/Causeways
R	6	Officer's Quarters	Notable	1898	A - Single-family residential
R-G	6	Garage	Component	1920	B - Residential garage/shed
S	6	Officer's Quarters	Notable	1898	A - Single-family residential
S11-01	3A	Bomb shelter	Component	1942	F - Bomb Shelter
S11-04	3A	Bomb shelter	Component	1942	F - Bomb Shelter
S22-01	3B	Bomb shelter	Component	1942	F - Bomb Shelter
S23-01	4	Bomb shelter	Component	1942	F - Bomb Shelter
S23-02	4	Bomb shelter	Component	1942	F - Bomb Shelter
S24-04	6	Bomb shelter	Component	1942	F - Bomb Shelter
S32-05	5	Bomb shelter	Component	1942	F - Bomb Shelter
S32-06	5	Bomb shelter	Component/Notable	1942	F - Bomb Shelter
S33-05	5	Bomb shelter	Component	1942	F - Bomb Shelter
S33-06	5	Bomb shelter	Component	1942	F - Bomb Shelter
S33-07	5	Bomb shelter	Component	1942	F - Bomb Shelter
S33-10	4	Bomb shelter	Component	1942	F - Bomb Shelter
S33-11	4	Bomb shelter	Component	1942	F - Bomb Shelter
S33-12	4	Bomb shelter	Component	1942	F - Bomb Shelter
S33-13	4	Bomb shelter	Component	1942	F - Bomb Shelter
S33-14	4	Bomb shelter	Component	1942	F - Bomb Shelter
S33-15	4	Bomb shelter	Component	1942	F - Bomb Shelter
S33-16	4	Bomb shelter	Component	1942	F - Bomb Shelter
S33-17	4	Bomb shelter	Component	1942	F - Bomb Shelter
S33-18	4	Bomb shelter	Component	1942	F - Bomb Shelter
S33-19	4	Bomb shelter	Component	1942	F - Bomb Shelter
S33-20	4	Bomb shelter	Component	1942	F - Bomb Shelter
S33-21	4	Bomb shelter	Component	1942	F - Bomb Shelter
S33-22	4	Bomb shelter	Component	1942	F - Bomb Shelter

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RESOURCE NUMBER

Resource Number	Area	Resource Name	Classification	Date	Type
S33-23	4	Bomb shelter	Component	1942	F - Bomb Shelter
S33-24	4	Bomb shelter	Component	1942	F - Bomb Shelter
S33-25	4	Bomb shelter	Component	1942	F - Bomb Shelter
S33-26	4	Bomb shelter	Component	1942	F - Bomb Shelter
S33-27	4	Bomb shelter	Component	1942	F - Bomb Shelter
S33-28	4	Bomb shelter	Component	1942	F - Bomb Shelter
S33-29	4	Bomb shelter	Component	1942	F - Bomb Shelter
S33-30	4	Bomb shelter	Component	1942	F - Bomb Shelter
S34-02	5	Bomb shelter	Component	1942	F - Bomb Shelter
S-B	6	Garage	Component	1935	B - Residential garage/shed
T-A	6	Garage	<del>Component</del> Notable	1934	B - Residential garage/shed
U	6	Officer's Quarters	Notable	1921	A - Single-family residential
U-B	6	Garage	<del>Component</del> Notable	1924	B - Residential garage/shed
U-D	6	Servant's Quarters	<del>Component</del> Notable	1920	A - Single-family residential
Ways 1	4	Ways	Notable	1926	S - Berths/Quays/Causeways
Ways 2	4	Ways	Notable	1916	S - Berths/Quays/Causeways

## **Area 2B - West Industrial Area**

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Area	Resource Number	Resource Name	Classification	Date	Type
2B	0409	Scrap metal warehouse	Component	1921	K - Wooden Industrial/Ordinance Storage or Warehouse
2B	0455	Storage	Component/Notable	1929	L - Metal-Clad Industrial/Ordinance Storage or Warehouse
2B	0489	Warehouse	Component	1936	L - Metal-Clad Industrial/Ordinance Storage or Warehouse
2B	0535	Public Works shops	Notable	1941	O - Metal-Clad Industrial Shops



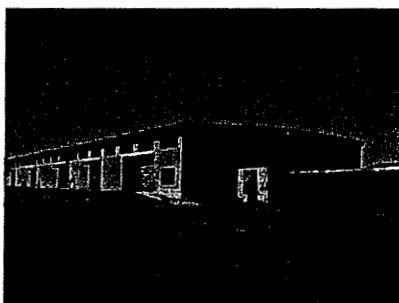


**Area** 2B **Resource number** 0409  
**Resource name** Scrap metal warehouse  
**Classification** Component **Repetitive resource** K  
**Type** K - Wooden Industrial/Ordinance Storage or Warehouse  
**Architectural style** Utilitarian **Stories** 1  
**Construction date** 1921 **Square feet** 6,000  
**DPR form**  yes  no **Era** 4



**Area** 2B **Resource number** 0455  
**Resource name** Storage  
**Classification** Notable **Repetitive resource** L  
**Type** L - Metal-Clad Industrial/Ordinance Storage or Warehouse  
**Architectural style** Utilitarian **Stories** 1  
**Construction date** 1929 **Square feet** 31,160  
**DPR form**  yes  no **Era** 4

Section 7, Page 43 National Register Registration Form: A 1929 structure, Building 455 is a storehouse for the Public Works Center. It is a single-story rectangular building with corrugated galvanized siding, the same material that covers the medium-pitch gable roof. It sits upon a raised concrete slab foundation. The are of Building 455 is 31,160 sf. It includes a variety of original wooden windows, most of which are fixed or hopper types.



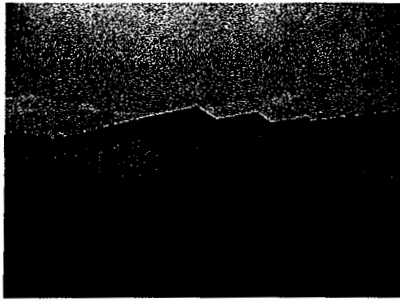
**Area** 2B **Resource number** 0489  
**Resource name** Warehouse  
**Classification** Component **Repetitive resource** L  
**Type** L - Metal-Clad Industrial/Ordinance Storage or Warehouse  
**Architectural style** Utilitarian **Stories** 1  
**Construction date** 1936 **Square feet** 28,800  
**DPR form**  yes  no **Era** 4

Section 7, Page 44 National Register Registration Form: When built in 1936 Building 489 was designated a receiving warehouse. It is a one-story rectangular building providing some 28,800 sf of storage area. The exterior is clad in corrugated steel siding. The foundation is formed concrete. The roof is a low-pitch gable covered with asphalt and gravel. Both its north and south sides have a four-foot high loading ramp running the entire length of the building. Windows are fixed, banked in pairs in a continuous ribbon around the upper portion of the building. Doors are 12 foot high tongue and groove wood sliding on upper rails and side-hinged two panel wood that maintain the original warehouse appearance.

## **Area 3B - Mixed Use Area**

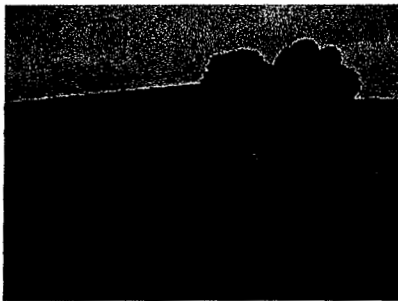
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Area	Resource Number	Resource Name	Classification	Date	Type
3B	0207	Storage	Notable	1911	J - Masonry Industrial/Ordinance Storage or Warehouse
3B	0213	Storage	Component	1917	L - Metal-Clad Industrial/Ordinance Storage or Warehouse
3B	0215	Storage	Notable	1918	J - Masonry Industrial/Ordinance Storage or Warehouse
3B	0221	Storage	Notable	1917	L - Metal-Clad Industrial/Ordinance Storage or Warehouse
3B	0223	Storage	Notable	1917	L - Metal-Clad Industrial/Ordinance Storage or Warehouse
3B	0225	Plating & finishing	Component	1918	J - Masonry Industrial/Ordinance Storage or Warehouse
3B	0227	Storage	Notable	1918	K - Wooden Industrial/Ordinance Storage or Warehouse
3B	0227A	Shop stores warehouse	Notable	1941	K - Wooden Industrial/Ordinance Storage or Warehouse
3B	0229	U.S. Medical Supply Depot	Notable	1918	J - Masonry Industrial/Ordinance Storage or Warehouse
3B	0237	Storage	Notable	1918	L - Metal-Clad Industrial/Ordinance Storage or Warehouse
3B	0239	Storage supply depot	Component	1918	J - Masonry Industrial/Ordinance Storage or Warehouse
3B	0251	Shop	Component	1918	E - Small Industrial garage/shed/Pumphouse/Electrical Facility
3B	0253	Supply department	Notable	1918	L - Metal-Clad Industrial/Ordinance Storage or Warehouse
3B	0257	Storage	Notable	1911	L - Metal-Clad Industrial/Ordinance Storage or Warehouse
3B	0259	Storage	Component/Notable	1911	K - Wooden Industrial/Ordinance Storage or Warehouse
3B	0261	Latrine	Component	1918	G - Latrine
3B	0271	Shop	Notable	1918	M - Masonry Industrial Shops
3B	0273	Shops	Notable	1921	M - Masonry Industrial Shops
3B	0373	Storage	Component	1920	L - Metal-Clad Industrial/Ordinance Storage or Warehouse
3B	0387	Storage/offices	Component	1920	L - Metal-Clad Industrial/Ordinance Storage or Warehouse
3B	0417	Medical supply depot	Notable	1922	R - Metal-Clad Administrative, Institutional, or Commercial
3B	0469	Paint storage	Component	1933	E - Small Industrial garage/shed/Pumphouse/Electrical Facility
3B	0483	Storage	Notable	1940	J - Masonry Industrial/Ordinance Storage or Warehouse
3B	0493	Electrical substation	Component	1936	E - Small Industrial garage/shed/Pumphouse/Electrical Facility
3B	0497	Dispensary	Component	1938	P - Masonry Administrative, Institutional, or Commercial



**Area** 3B **Resource number** 0257  
**Resource name** Storage  
**Classification** Notable **Repetitive resource** L  
**Type** L - Metal-Clad Industrial/Ordinance Storage or Warehouse  
**Architectural style** Utilitarian **Stories** 1  
**Construction date** 1911 **Square feet** 36,000  
**DPR form**  yes  no **Era** 3

Section 7, Page 29 National Register Registration Form: Building 257 was constructed in 1911 as a warehouse. It is a long one-story woodframe structure with four gable roof forms spanning its width. Its walls are clad with corrugated sheet iron. Later one-story wooden additions join the north wall and the west wall. Loading doorways spread along the sides of the framing order offer an interesting contrast to the concept of end entryways so prevalent at the time.



**Area** 3B **Resource number** 0259  
**Resource name** Storage  
**Classification** Notable **Repetitive resource** K  
**Type** K - Wooden Industrial/Ordinance Storage or Warehouse  
**Architectural style** Utilitarian **Stories** 1  
**Construction date** 1911 **Square feet** 24,200  
**DPR form**  yes  no **Era** 3

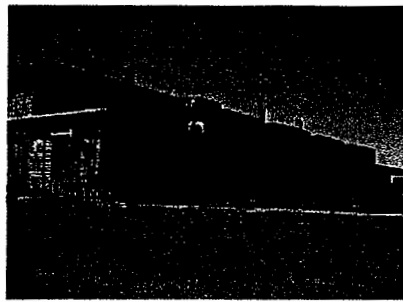


**Area** 3B **Resource number** 0261  
**Resource name** Latrine  
**Classification** Component **Repetitive resource** G  
**Type** G - Latrine  
**Architectural style** Utilitarian **Stories** 1  
**Construction date** 1918 **Square feet** 1,100  
**DPR form**  yes  no **Era** 3

## **Area 5 - Waterfront Industrial Park**

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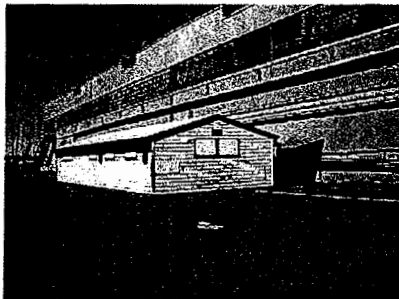
Area	Resource Number	Resource Name	Classification	Date	Type
5	0728A	Storage	Component	1943	K - Wooden Industrial/Ordinance Storage or Warehouse
5	0730	Electrical distribution	Component	1941	E - Small Industrial garage/shed/Pumphouse/Electrical Facility
5	0732	Electric Distribution Center	Component	1941	E - Small Industrial garage/shed/Pumphouse/Electrical Facility
5	0738	Propeller shop	Component	1942	O - Metal-Clad Industrial Shops
5	0742	Ordinance machine shop	Notable	1942	M - Masonry Industrial Shops
5	0742A	Latrine	Component	1942	G - Latrine
5	0766	Office/latrine	Component/Notable	1942	G - Latrine
5	0788	Storage	Component	1942	K - Wooden Industrial/Ordinance Storage or Warehouse
5	0804	Wire and fuel testing	Component	1943	O - Metal-Clad Industrial Shops
5	0810	Paint/rubber factory	Component	1943	O - Metal-Clad Industrial Shops
5	0814	Facilities for cleaning ...damaged machinery	Component	1945	X - Not Extant
5	0822	Power station	Component	1942	E - Small Industrial garage/shed/Pumphouse/Electrical Facility
5	0828	Power station	Component	1942	E - Small Industrial garage/shed/Pumphouse/Electrical Facility
5	0830	Electrical substation	Component	1942	E - Small Industrial garage/shed/Pumphouse/Electrical Facility
5	0858	Latrine	Component	1942	G - Latrine
5	0874	Chemical storage area	Component	1943	X - Not Extant
5	BS2	Bus shelter	Component	1942	H- Other Infrastructure
5	BS3	Bus shelter	Component/Notable	1942	H- Other Infrastructure
5	DD3	Drydock 3	Notable	1940	S - Berths/Quays/Causeways
5	DD4	Drydock 4	Notable	1942	S - Berths/Quays/Causeways
5	FA-04	First aid station	Component	1942	F - Bomb Shelter
5	Quay	Quay Wall/Berths 13-19	Notable	1924	S - Berths/Quays/Causeways
5	S32-05	Bomb shelter	Component	1942	F - Bomb Shelter
5	S32-06	Bomb shelter	Component/Notable	1942	F - Bomb Shelter
5	S33-05	Bomb shelter	Component	1942	F - Bomb Shelter
5	S33-06	Bomb shelter	Component	1942	F - Bomb Shelter
5	S33-07	Bomb shelter	Component	1942	F - Bomb Shelter
5	S34-02	Bomb shelter	Component	1942	F - Bomb Shelter



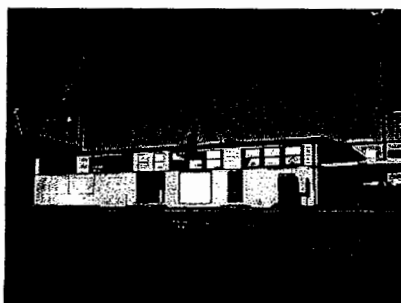
Area 5 Resource number 0742  
 Resource name Ordnance machine shop  
 Classification Notable Repetitive resource M  
 Type M - Masonry Industrial Shops  
 Architectural style Utilitarian Stories 1  
 Construction date 1942 Square feet 142,524  
 DPR form  yes  no Era 5

Section 7, Page 48 National Register Registration Form: Building 742 is one of Mare Island's huge World War II-era shop buildings. It is a rectangular building with an area of nearly 150,000 sf that originally served as an ordnance machine shop when completed in 1942. The building is constructed of reinforced concrete and corrugated steel sheathing supported by steel framing and a formed concrete foundation. The high central bay is topped by a shallow gable roof. The east and west side bays have flat roofs. All roofs are steel panels covered with asphalt and gravel. The windows are steel industrial sash. Subsequent uses of Building 742 include Tool Room and Plan Equipment Maintenance Group shop facilities, submarine battery storehouse, and Ocean Engineering shop spaces.

Photograph 35 National Register Registration Form



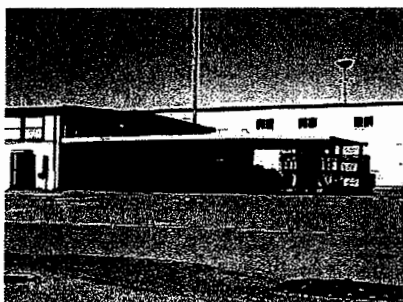
Area 5 Resource number 0742A  
 Resource name Latrine  
 Classification Component Repetitive resource  
 Type G - Latrine  
 Architectural style Utilitarian Stories 1  
 Construction date 1942 Square feet 1,452  
 DPR form  yes  no Era 5



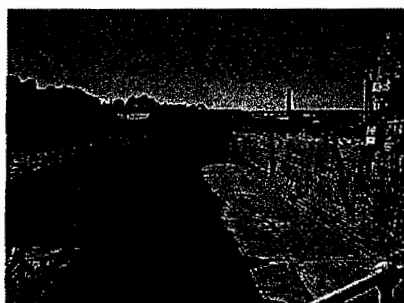
Area 5 Resource number 0766  
 Resource name Office/latrine  
 Classification Notable Repetitive resource G  
 Type G - Latrine  
 Architectural style Utilitarian Stories 1  
 Construction date 1942 Square feet 4,200  
 DPR form  yes  no Era 5



**Area** 5 **Resource number** BS2  
**Resource name** Bus shelter  
**Classification** Component **Repetitive resource**  
**Type** H- Other Infrastructure  
**Architectural style** Utilitarian **Stories** 1  
**Construction date** 1942 **Square feet** 1,128  
**DPR form**  yes  no **Era** 5



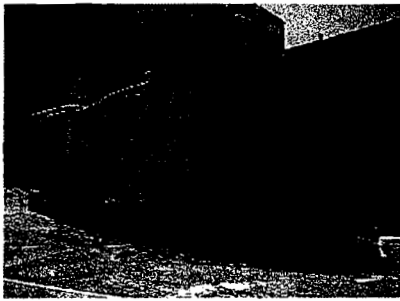
**Area** 5 **Resource number** BS3  
**Resource name** Bus shelter  
**Classification** Notable **Repetitive resource**  
**Type** H- Other Infrastructure  
**Architectural style** Utilitarian **Stories** 1  
**Construction date** 1942 **Square feet** 1,128  
**DPR form**  yes  no **Era** 5



**Area** 5 **Resource number** DD3  
**Resource name** Drydock 3  
**Classification** Notable **Repetitive resource**  
**Type** S - Berths/Quays/Causeways  
**Architectural style** Utilitarian **Stories** NA  
**Construction date** 1940 **Square feet**  
**DPR form**  yes  no **Era** 5

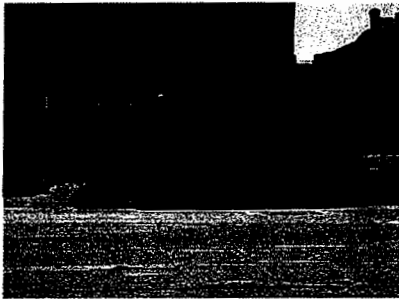
Section 7, Page 39 National Register Registration Form: Constructed by George Pollack, this third permanent drydock at Mare Island was begun in 1937 and completed in 1940. The chief engineer for the project of constructing the concrete structure was Edwin P. Davenport. In addition to building drydocks for the Navy at San Diego and Pearl Harbor, Davenport was involved in the constructing both towers and stringing the deck of the Golden Gate Bridge.





**Area** 5  
**Resource name** Bomb shelter  
**Classification** Component  
**Type** F - Bomb Shelter  
**Architectural style** Utilitarian  
**Construction date** 1942  
**DPR form**  yes  no

**Resource number** S32-05  
**Repetitive resource** F  
**Stories** 1  
**Square feet** 665  
**Era** 5



**Area** 5  
**Resource name** Bomb shelter  
**Classification** Notable  
**Type** F - Bomb Shelter  
**Architectural style** Utilitarian  
**Construction date** 1942  
**DPR form**  yes  no

**Resource number** S32-06  
**Repetitive resource** F  
**Stories** 1  
**Square feet** 1,310  
**Era** 5



**Area** 5  
**Resource name** Bomb shelter  
**Classification** Component  
**Type** F - Bomb Shelter  
**Architectural style** Utilitarian  
**Construction date** 1942  
**DPR form**  yes  no

**Resource number** S33-05  
**Repetitive resource** F  
**Stories** 1  
**Square feet** 1,960  
**Era** 5

## **Area 6 - North Residential Village**

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Area	Resource Number	Resource Name	Classification	Date	Type
6	0781	Transformer station	Component	1943	E - Small Industrial garage/shed/Pumphouse/Electrical Facility
6	0803	Storage	Component	1945	K - Wooden Industrial/Ordinance Storage or Warehouse
6	0811	Locomotive cleaning and maintenance	Component	1944	O - Metal-Clad Industrial Shops
6	F	Officer's Quarters	Notable	1941	A - Single-family residential
6	I-T	Officer's quarters	Notable	1900	C - Duplex and multi-family residential
6	L-F	Garage	<del>Component</del> Notable	1920	B - Residential garage/shed
6	M-007	Quarters	Notable	1915	A - Single-family residential
6	M-007A	Garage	Component	1915	B - Residential garage/shed
6	M-D	Garage	<del>Component</del> Notable	1920	B - Residential garage/shed
6	N-H	Garage / Quarters	<del>Component</del> Notable	1920	D - Barracks
6	O-B	Servant's Quarters	<del>Component</del> Notable	1935	A - Single-family residential
6	O-F	Garage	Component	1900	B - Residential garage/shed
6	P	Boatswain's House	Notable	1873	A - Single-family residential
6	P-D	Garage	Component	1944	B - Residential garage/shed
6	Q 01/02	Officer's quarters	Notable	1942	C - Duplex and multi-family residential
6	Q 03/04	Officer's quarters	Notable	1942	C - Duplex and multi-family residential
6	Q 05/06	Officer's quarters	Notable	1942	C - Duplex and multi-family residential
6	Q 07/08	Officer's quarters	Notable	1942	C - Duplex and multi-family residential
6	Q 09/10	Officer's quarters	Notable	1942	C - Duplex and multi-family residential
6	Q 11/12	Officer's quarters	Notable	1942	C - Duplex and multi-family residential
6	Q 13/14	Officer's quarters	Notable	1942	C - Duplex and multi-family residential
6	Q 15/16	Officer's quarters	Notable	1942	C - Duplex and multi-family residential
6	Q 17/18	Officer's quarters	Notable	1942	C - Duplex and multi-family residential
6	Q 19/20	Officer's quarters	Notable	1942	C - Duplex and multi-family residential
6	QA 01/02	Officer's quarters	Component	1942	C - Duplex and multi-family residential
6	QA 03/04	Officer's quarters	Component	1942	C - Duplex and multi-family residential
6	QA 05/06	Officer's quarters	Component	1942	C - Duplex and multi-family residential
6	QA 07/08	Officer's quarters	Component	1942	C - Duplex and multi-family residential
6	QA 09/10	Officer's quarters	Component	1942	C - Duplex and multi-family residential

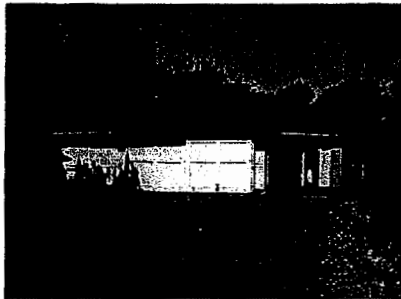
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Area	Resource Number	Resource Name	Classification	Date	Type
6	QA 11/12	Officer's quarters	Component	1942	C - Duplex and multi-family residential
6	QA 13/14	Officer's quarters	Component	1942	C - Duplex and multi-family residential
6	QA 15/16	Officer's quarters	Component	1942	C - Duplex and multi-family residential
6	QA 17/18	Officer's quarters	Component	1942	C - Duplex and multi-family residential
6	QA 19/20	Officer's quarters	Component	1942	C - Duplex and multi-family residential
6	R	Officer's Quarters	Notable	1898	A - Single-family residential
6	R-G	Garage	Component	1920	B - Residential garage/shed
6	S	Officer's Quarters	Notable	1898	A - Single-family residential
6	S-B	Garage	Component	1935	B - Residential garage/shed
6	S24-04	Bomb shelter	Component	1942	F - Bomb Shelter
6	T-A	Garage	<del>Component</del> Notable	1934	B - Residential garage/shed
6	U	Officer's Quarters	Notable	1921	A - Single-family residential
6	U-B	Garage	<del>Component</del> Notable	1924	B - Residential garage/shed
6	U-D	Servant's Quarters	<del>Component</del> Notable	1920	A - Single-family residential

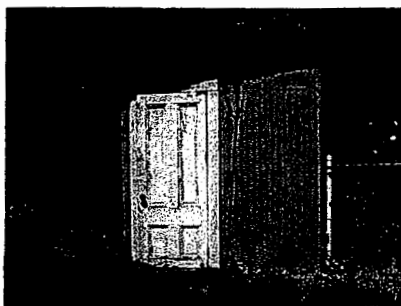


Area 6 Resource number 0006  
 Resource name Quarters  
 Classification Notable Repetitive resource  
 Type A - Single-family residential  
 Architectural style Vernacular Stories 1  
 Construction date 1915 Square feet 1,583  
 DPR form  yes  no Era 3

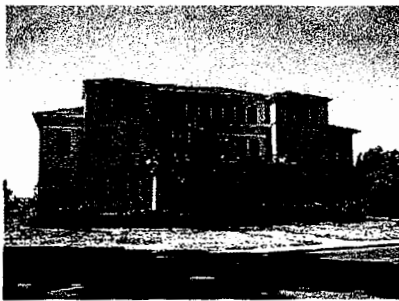
Section 7, Page 32 National Register Registration Form: These two nearly identical woodframe residences were built in 1915 as quarters for marine officers stationed at Mare Island. The single-story Colonial Revival buildings are clad in narrow clapboard siding and have a gable-on-hip roof. The roofs feature a broad overhang and boxed eaves. The buildings are supported on raised concrete foundations. Each house features a three-sided bay on both the north and south sides of the building. Windows are 1/1 double-hung sash. The main entrance into both structures features a hip roof porch supported by square columns with plain capitals. Building 6 features a rear addition not found on Building M7. Sited along the north side of the old Marine Corps parade ground, the relocation of buildings and subsequent new construction has isolated Buildings 6 and M7 from the rest of the Marine compound.



Area 6 Resource number 0006D  
 Resource name Garage  
 Classification Notable Repetitive resource B  
 Type B - Residential garage/shed  
 Architectural style Vernacular Stories 1  
 Construction date 1915 Square feet 765  
 DPR form  yes  no Era 3



Area 6 Resource number 0006E  
 Resource name Storage  
 Classification Component Repetitive resource B  
 Type B - Residential garage/shed  
 Architectural style Vernacular Stories 1  
 Construction date 1938 Square feet 70  
 DPR form  yes  no Era 4



**Area** 6 **Resource number** I-T  
**Resource name** Officer's quarters  
**Classification** Notable **Repetitive resource**  
**Type** C - Duplex and multi-family residential  
**Architectural style** Classical Revival **Stories** 3  
**Construction date** 1900 **Square feet** 9,162  
**DPR form**  yes  no **Era** 3

Section 7, Page 34 National Register Registration Form: Building I-T is an H-shaped three-story woodframe building with hip roofs. The central portion of the second and third stories is recessed creating porch-like areas. The first story protrudes at the center to form a porch whose cover is supported by six fluted Doric columns. Apparently built to house bachelor officers, Building I-T now contains two sizable family apartments. It is yet another example of Hollyday's Classical Revival style. Bordering the Marine compound, its appearance is reminiscent of some of the Marine officers' quarters. The original construction took place in 1900.  
 HABS Documentation - I-T

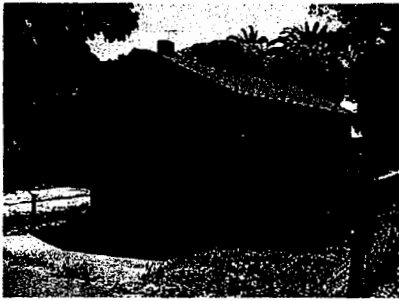


**Area** 6 **Resource number** L-F  
**Resource name** Garage  
**Classification** Notable **Repetitive resource** B  
**Type** B - Residential garage/shed  
**Architectural style** Vernacular **Stories** 1  
**Construction date** 1920 **Square feet** 420  
**DPR form**  yes  no **Era** 4



**Area** 6 **Resource number** M-007  
**Resource name** Quarters  
**Classification** Notable **Repetitive resource**  
**Type** A - Single-family residential  
**Architectural style** Vernacular **Stories** 1  
**Construction date** 1915 **Square feet** 1,682  
**DPR form**  yes  no **Era** 3

Section 7, Page 32 National Register Registration Form: These two nearly identical woodframe residences were built in 1915 as quarters for marine officers stationed at Mare Island. The single-story Colonial Revival buildings are clad in narrow clapboard siding and have a gable-on-hip roof. The roofs feature a broad overhang and boxed eaves. The buildings are supported on raised concrete foundations. Each house features a three-sided bay on both the north and south sides of the building. Windows are 1/1 double-hung sash. The main entrance into both structures features a hip roof porch supported by square columns with plain capitals. Building 6 features a rear addition not found on Building M7. Sited along the north side of the old Marine Corps parade ground, the relocation of buildings and subsequent new construction has isolated Buildings 6 and M7 from the rest of the Marine compound.  
 HABS Documentation - 017, 021, A025, A058, E-F, G, P, U-D



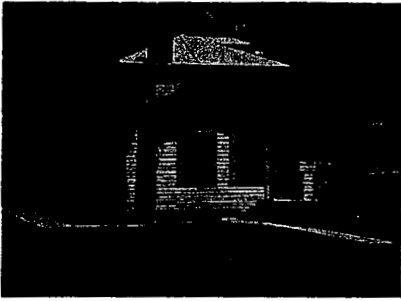
Area 6 Resource number M-007A  
 Resource name Garage  
 Classification Component Repetitive resource B  
 Type B - Residential garage/shed  
 Architectural style Vernacular Stories 1  
 Construction date 1915 Square feet 228  
 DPR form  yes  no Era 3



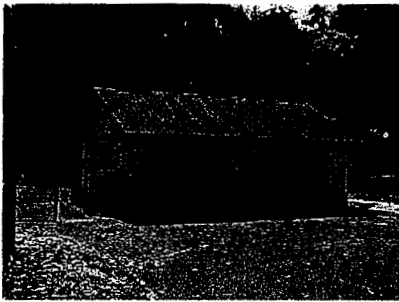
Area 6 Resource number M-D  
 Resource name Garage  
 Classification Notable Repetitive resource B  
 Type B - Residential garage/shed  
 Architectural style Vernacular Stories 1  
 Construction date 1920 Square feet 546  
 DPR form  yes  no Era 4



Area 6 Resource number N-H  
 Resource name Garage / Quarters  
 Classification Notable Repetitive resource  
 Type D - Barracks  
 Architectural style Vernacular Stories 2  
 Construction date 1920 Square feet 1,092  
 DPR form  yes  no Era 4



**Area** 6 **Resource number** O-B  
**Resource name** Servant's Quarters  
**Classification** Notable **Repetitive resource**  
**Type** A - Single-family residential  
**Architectural style** Vernacular **Stories** 1  
**Construction date** 1935 **Square feet** 721  
**DPR form**  yes  no **Era** 4



**Area** 6 **Resource number** O-F  
**Resource name** Garage  
**Classification** Component **Repetitive resource** B  
**Type** B - Residential garage/shed  
**Architectural style** Vernacular **Stories** 1  
**Construction date** 1900 **Square feet** 286  
**DPR form**  yes  no **Era** 3



**Area** 6 **Resource number** P  
**Resource name** Boatswain's House  
**Classification** Notable **Repetitive resource**  
**Type** A - Single-family residential  
**Architectural style** Vernacular **Stories** 2  
**Construction date** 1873 **Square feet** 2,534  
**DPR form**  yes  no **Era** 2

Photograph 12 National Register Registration Form

Section 7, Page 20 National Register Registration Form: Known as the boatswain's House since its construction in 1873, this essentially one-story vernacular frame dwelling takes advantage of a severe roof pitch to provide two upstairs rooms. It has been altered by a series of additions that include a flat-roofed kitchen in the rear and a small porch with square wooden collonettes and side railings. Its siting is in conformance with the Sanger Plan.





**Area** 6 **Resource number** S-B  
**Resource name** Garage  
**Classification** Component **Repetitive resource** B  
**Type** B - Residential garage/shed  
**Architectural style** Vernacular **Stories** 1  
**Construction date** 1935 **Square feet** 600  
**DPR form**  yes  no **Era** 4



**Area** 6 **Resource number** S24-04  
**Resource name** Bomb shelter  
**Classification** Component **Repetitive resource** F  
**Type** F - Bomb Shelter  
**Architectural style** Utilitarian **Stories**  
**Construction date** 1942 **Square feet** 432  
**DPR form**  yes  no **Era** 5



**Area** 6 **Resource number** T-A  
**Resource name** Garage  
**Classification** Notable **Repetitive resource** B  
**Type** B - Residential garage/shed  
**Architectural style** Vernacular **Stories** 1  
**Construction date** 1934 **Square feet** 458  
**DPR form**  yes  no **Era** 4



**Area** 6 **Resource number** U  
**Resource name** Officer's Quarters  
**Classification** Notable **Repetitive resource**  
**Type** A - Single-family residential  
**Architectural style** Classical Revival **Stories** 2  
**Construction date** 1921 **Square feet** 4,140  
**DPR form**  yes  no **Era** 4

Section 7, Page 42 National Register Registration Form: Somewhat similar to Building I-T, Building U is a square two-story woodframe structure with a gable roof. The walls are clad with bevel siding. Paired double-hung windows trimmed with flat board architraves flank the central entrance in a small one-story portico formed by two Tuscan columns and a plain entablature. The roof fascia is embellished with a crown molding. This 1921 officers' residence complements the much earlier homes along Officers' Row. HABS Documentation U



**Area** 6 **Resource number** U-B  
**Resource name** Garage  
**Classification** Notable **Repetitive resource** B  
**Type** B - Residential garage/shed  
**Architectural style** Vernacular **Stories** 1  
**Construction date** 1924 **Square feet** 572  
**DPR form**  yes  no **Era** 4



**Area** 6 **Resource number** U-D  
**Resource name** Servant's Quarters  
**Classification** Notable **Repetitive resource**  
**Type** A - Single-family residential  
**Architectural style** Vernacular **Stories** 1  
**Construction date** 1920 **Square feet** 565  
**DPR form**  yes  no **Era** 4

## **Area 8 - South Residential Area**

INDEX

Area	Resource Number	Resource Name	Classification	Date	Type
8	0084A	Warehouse	Notable	1939	J - Masonry Industrial/Ordinance Storage or Warehouse
8	0764	Dental clinic	Component	1942	P - Masonry Administrative, Institutional, or Commercial
8	0898	Electrical distribution	Component	1938	E - Small Industrial garage/shed/Pumphouse/Electrical Facility
8	FA-03	First aid station	Component	1942	F - Bomb Shelter
8	H-04	Medical officer's Quarters	Notable	1903	A - Single-family residential
8	H-05	Medical officer's Quarters	Notable	1903	A - Single-family residential
8	H-64	Garage	Notable	1926	B - Residential garage/shed
8	Landscape	M1 Landscape	Notable	ND	I - Landscape
8	Landscape	Palm trees along Cedar Avenue	Notable	1900	I - Landscape
8	Landscape	Clubhouse Drive Park	Notable	1894	I - Landscape
8	Landscape	Parade Ground	Notable	1917	I - Landscape
8	M-001	Marine Officer's Quarters	City Landmark	1870	A - Single-family residential
8	M-001A	Servant's Quarters	ComponentNotable	1938	A - Single-family residential
8	M-001C	Garage	ComponentNotable	1938	B - Residential garage/shed
8	M-002	Officer's Quarters	City Landmark	1888	A - Single-family residential
8	M-003	Officer's Quarters (duplex with M4 right)	City Landmark	1888	C - Duplex and multi-family residential
8	M-004	Officer's Quarters (duplex with M3 left)	City Landmark	1888	C - Duplex and multi-family residential
8	M-005	Officer's Quarters	City Landmark	1888	A - Single-family residential
8	M-031	Bakery	Component	1941	P - Masonry Administrative, Institutional, or Commercial
8	M-037	Barracks	Notable	1917	D - Barracks
8	M-060	Garage	Component	1938	B - Residential garage/shed
8	M-063	Garage	Component	1910	B - Residential garage/shed
8	M-125	Garage	Component	1942	B - Residential garage/shed
8	M-126	Garage	Component	1942	B - Residential garage/shed



Area 8 Resource number M-001  
 Resource name Marine Officer's Quarters  
 Classification City Landmark Repetitive resource  
 Type A - Single-family residential  
 Architectural style Italianate Stories 2  
 Construction date 1870 Square feet 8,772  
 DPR form  yes  no Era 2

Section 7, Page 20 National Register Registration Form: Building M1 was designed and built as the residence of the commander of Mare Island's Marine detachment. It was built in 1870 as a two-story concrete-plastered masonry structure capped by a hip roof. A single story portico with Doric columns makes up the main entrance. Its original Italianate design has been altered somewhat through remodeling. Although seemingly out of place, Building M1 is sited according to the Sanger plan for the Marine Corps compound. Originally Building M1, along with Buildings M2, M3/M4, M5, and the original Marine Barracks, flanked the south, north and west sides of a large parade ground. In 1917, with the construction of a new barracks, the bulk of the Marine compound shifted to its current, more westerly location on the island. The relocation of Buildings M2, M3/M4, and M5 and new construction led to the relative isolation of M1 from the remainder of the Marine compound.

Photograph 16 National Register Registration Form



Area 8 Resource number M-001A  
 Resource name Servant's Quarters  
 Classification Notable Repetitive resource  
 Type A - Single-family residential  
 Architectural style Vernacular Stories 1  
 Construction date 1938 Square feet 694  
 DPR form  yes  no Era 4



Area 8 Resource number M-001C  
 Resource name Garage  
 Classification Notable Repetitive resource B  
 Type B - Residential garage/shed  
 Architectural style Vernacular Stories 1  
 Construction date 1938 Square feet 680  
 DPR form  yes  no Era 4

**Appendix 1:**  
**Index of Resources by Area and Classification**

APPENDIX 1  
INDEX BY AREA AND CLASSIFICATION

Area	Classification	Resource Number	Resource Name	Date	Type
1A	Notable	0491	Sentry house and wall	1936	H- Other Infrastructure
2A	Notable	459	Submarine Repair Base Barracks	1931	D - Barracks
2A	Notable	0527	Warehouse	1941	L - Metal-Clad Industrial/Ordinance Storage or Warehouse
2A	Notable	0543	Yard Barracks	1941	D - Barracks
2A	Notable	0545	Rodman Naval Center Recreation Facility	1942	P - Masonry Administrative, Institutional, or Commercial
2A	Component	0559	Hobby shop	1941	O - Metal-Clad Industrial Shops
2A	Component	0657	Submarine Attack Teacher building	1944	P - Masonry Administrative, Institutional, or Commercial
2A	Component	0749	Post Office	1944	Q - Wooden Administrative, Institutional, or Commercial
2A	Component	0761	Stores	1944	Q - Wooden Administrative, Institutional, or Commercial
2A	Component	0789	Electrical distribution	1942	E - Small Industrial garage/shed/Pumphouse/Electrical Facility
2B	Notable	0535	Public Works shops	1941	O - Metal-Clad Industrial Shops
2B	Component	0409	Scrap metal warehouse	1921	K - Wooden Industrial/Ordinance Storage or Warehouse
2B	Component/Notable	0455	Storage	1929	L - Metal-Clad Industrial/Ordinance Storage or Warehouse
2B	Component	0489	Warehouse	1936	L - Metal-Clad Industrial/Ordinance Storage or Warehouse
3A	Notable	0485	Administration	1936	P - Masonry Administrative, Institutional, or Commercial
3A	Notable	0487	Motion Picture Exchange	1936	P - Masonry Administrative, Institutional, or Commercial
3A	Notable	0599	Metals storehouse and gun shop	1942	O - Metal-Clad Industrial Shops
3A	Notable	Causeway	Causeway	1935	S - Berths/Quays/Causeways
3A	Notable	Quay	Quay Wall/Berths 2-6	1924	S - Berths/Quays/Causeways
3A	Component	0461	Battery repair shop	1932	M - Masonry Industrial Shops
3A	Component	0463	Storage	1932	X - Not Extant
3A	Component	0463A	Sterilizing plant/impregnating plant/flag painting	1937	X - Not Extant
3A	Component	0471	Diesel fuel storage	1934	P - Masonry Administrative, Institutional, or Commercial
3A	Component	0515	Submarine service building	1941	O - Metal-Clad Industrial Shops
3A	Component	0541	Electrical substation	1941	E - Small Industrial garage/shed/Pumphouse/Electrical Facility

APPENDIX 1  
INDEX BY AREA AND CLASSIFICATION

Area	Classification	Resource Number	Resource Name	Date	Type
3B	Component	0100	Lumber shed	1902	K - Wooden Industrial/Ordinance Storage or Warehouse
3B	Component	0100A	Shed	1940	E - Small Industrial garage/shed/Pumphouse/Electrical Facility
3B	Component	0102	Lumber shed	1902	K - Wooden Industrial/Ordinance Storage or Warehouse
3B	Component	0125	Administration Building/Vault Extension		H- Other Infrastructure
3B	Component	0213	Storage	1917	L - Metal-Clad Industrial/Ordinance Storage or Warehouse
3B	Component	0225	Plating & finishing	1918	J - Masonry Industrial/Ordinance Storage or Warehouse
3B	Component	0239	Storage supply depot	1918	J - Masonry Industrial/Ordinance Storage or Warehouse
3B	Component	0251	Shop	1918	E - Small Industrial garage/shed/Pumphouse/Electrical Facility
3B	Component	0259	Storage	1911	K - Wooden Industrial/Ordinance Storage or Warehouse
3B	Component	0261	Latrine	1918	G - Latrine
3B	Component	0373	Storage	1920	L - Metal-Clad Industrial/Ordinance Storage or Warehouse
3B	Component	0387	Storage/offices	1920	L - Metal-Clad Industrial/Ordinance Storage or Warehouse
3B	Component	0469	Paint storage	1933	E - Small Industrial garage/shed/Pumphouse/Electrical Facility
3B	Component	0493	Electrical substation	1936	E - Small Industrial garage/shed/Pumphouse/Electrical Facility
3B	Component	0497	Dispensary	1938	P - Masonry Administrative, Institutional, or Commercial
3B	Component	0507	Lumber storage	1938	L - Metal-Clad Industrial/Ordinance Storage or Warehouse
3B	Component	0603	Latrine	1942	G - Latrine
3B	Component	0605	Shipyard's Telephone Exchange	1942	H- Other Infrastructure
3B	Component	0607	Storage	1942	L - Metal-Clad Industrial/Ordinance Storage or Warehouse
3B	Component	0631	Disbursing office	1941	Q - Wooden Administrative, Institutional, or Commercial
3B	Component	0801	Electric substation	1940	E - Small Industrial garage/shed/Pumphouse/Electrical Facility



APPENDIX 1  
INDEX BY AREA AND CLASSIFICATION

Area	Classification	Resource Number	Resource Name	Date	Type
5	Notable	0676	Pattern production	1940	M - Masonry Industrial Shops
5	Notable	0678	Foundry	1940	O - Metal-Clad Industrial Shops
5	Notable	0680	Machine and optical shop	1940	M - Masonry Industrial Shops
5	Notable	0686	Electric shop	1941	X - Not Extant
5	Notable	0688	Valve testing	1941	M - Masonry Industrial Shops
5	Notable	0742	Ordnance machine shop	1942	M - Masonry Industrial Shops
5	Notable	DD3	Drydock 3	1940	S - Berths/Quays/Causeways
5	Notable	DD4	Drydock 4	1942	S - Berths/Quays/Causeways
5	Notable	Quay	Quay Wall/Berths 13-19	1924	S - Berths/Quays/Causeways
5	Component	0109	Pumphouse #2	1940	E - Small Industrial garage/shed/Pumphouse/Electrical Facility
5	Component	0180	Scrap brass bins	1916	K - Wooden Industrial/Ordinance Storage or Warehouse
5	Component	0302	Offices	1917	R - Metal-Clad Administrative, Institutional, or Commercial
5	Component	0390A	Women's Latrine	1942	G - Latrine
5	Component	0592	Transformer house	1927	E - Small Industrial garage/shed/Pumphouse/Electrical Facility
5	Component	0702	Pig metal storage	1941	L - Metal-Clad Industrial/Ordinance Storage or Warehouse
5	Component	0720	Finger Piers service building	1941	R - Metal-Clad Administrative, Institutional, or Commercial
5	Component	0728	Electrical distribution	1941	E - Small Industrial garage/shed/Pumphouse/Electrical Facility
5	Component	0728A	Storage	1943	K - Wooden Industrial/Ordinance Storage or Warehouse
5	Component	0730	Electrical distribution	1941	E - Small Industrial garage/shed/Pumphouse/Electrical Facility
5	Component	0732	Electric Distribution Center	1941	E - Small Industrial garage/shed/Pumphouse/Electrical Facility
5	Component	0738	Propeller shop	1942	O - Metal-Clad Industrial Shops
5	Component	0742A	Latrine	1942	G - Latrine
5	Component/Notable	0766	Office/latrine	1942	G - Latrine
5	Component	0788	Storage	1942	K - Wooden Industrial/Ordinance Storage or Warehouse
5	Component	0804	Wire and fuel testing	1943	O - Metal-Clad Industrial Shops
5	Component	0810	Paint/rubber factory	1943	O - Metal-Clad Industrial Shops

APPENDIX 1  
INDEX BY AREA AND CLASSIFICATION

Area	Classification	Resource Number	Resource Name	Date	Type
5	Component	0814	Facilities for cleaning ...damaged machinery	1945	X - Not Extant
5	Component	0822	Power station	1942	E - Small Industrial garage/shed/Pumphouse/Electrical Facility
5	Component	0828	Power station	1942	E - Small Industrial garage/shed/Pumphouse/Electrical Facility
5	Component	0830	Electrical substation	1942	E - Small Industrial garage/shed/Pumphouse/Electrical Facility
5	Component	0858	Latrine	1942	G - Latrine
5	Component	0874	Chemical storage area	1943	X - Not Extant
5	Component	BS2	Bus shelter	1942	H- Other Infrastructure
5	Component/Notable	BS3	Bus shelter	1942	H- Other Infrastructure
5	Component	FA-04	First aid station	1942	F - Bomb Shelter
5	Component	S32-05	Bomb shelter	1942	F - Bomb Shelter
5	Component/Notable	S32-06	Bomb shelter	1942	F - Bomb Shelter
5	Component	S33-05	Bomb shelter	1942	F - Bomb Shelter
5	Component	S33-06	Bomb shelter	1942	F - Bomb Shelter
5	Component	S33-07	Bomb shelter	1942	F - Bomb Shelter
5	Component	S34-02	Bomb shelter	1942	F - Bomb Shelter
6	City Landmark	0017	Quarters	1898	A - Single-family residential
6	City Landmark	0019	Quarters	1898	A - Single-family residential
6	City Landmark	0021	Quarters	1898	A - Single-family residential
6	City Landmark	0029	Quarters	1897	A - Single-family residential
6	Notable	0006	Quarters	1915	A - Single-family residential
6	Notable	0131	Civilian quarters	1899	A - Single-family residential
6	Notable	0133	Civilian Quarters	1899	A - Single-family residential
6	Notable	0231	Train maintenance shed	1918	O - Metal-Clad Industrial Shops
6	Notable	0433	Radio Station	1922	P - Masonry Administrative, Institutional, or Commercial
6	Notable	0637	Transportation repair facility	1943	O - Metal-Clad Industrial Shops
6	Notable	F	Officer's Quarters	1941	A - Single-family residential
6	Notable	I-T	Officer's quarters	1900	C - Duplex and multi-family residential
6	Notable	M-007	Quarters	1915	A - Single-family residential
6	Notable	P	Boatswain's House	1873	A - Single-family residential
6	Notable	Q 01/02	Officer's quarters	1942	C - Duplex and multi-family residential
6	Notable	Q 03/04	Officer's quarters	1942	C - Duplex and multi-family residential
6	Notable	Q 05/06	Officer's quarters	1942	C - Duplex and multi-family residential

APPENDIX 1  
INDEX BY AREA AND CLASSIFICATION

Area	Classification	Resource Number	Resource Name	Date	Type
6	Notable	Q 07/08	Officer's quarters	1942	C - Duplex and multi-family residential
6	Notable	Q 09/10	Officer's quarters	1942	C - Duplex and multi-family residential
6	Notable	Q 11/12	Officer's quarters	1942	C - Duplex and multi-family residential
6	Notable	Q 13/14	Officer's quarters	1942	C - Duplex and multi-family residential
6	Notable	Q 15/16	Officer's quarters	1942	C - Duplex and multi-family residential
6	Notable	Q 17/18	Officer's quarters	1942	C - Duplex and multi-family residential
6	Notable	Q 19/20	Officer's quarters	1942	C - Duplex and multi-family residential
6	Notable	R	Officer's Quarters	1898	A - Single-family residential
6	Notable	S	Officer's Quarters	1898	A - Single-family residential
6	Notable	U	Officer's Quarters	1921	A - Single-family residential
6	Notable	0411	Quarters	1921	C - Duplex and multi-family residential
6	Notable	0420	Quarters	1921	A - Single-family residential
6	Notable	0429	Quarters	1921	A - Single-family residential
6	Notable	0431	Quarters	1921	A - Single-family residential
6	Component/Notable	0006D	Garage	1915	B - Residential garage/shed
6	Component	0006E	Storage	1938	B - Residential garage/shed
6	Component	0017B	Garage	1935	B - Residential garage/shed
6	Component	0017C	Garage	1930	B - Residential garage/shed
6	Component	0019A	Garage	1930	B - Residential garage/shed
6	Component	0029A	Garage	1933	B - Residential garage/shed
6	Component	0029G	Garage	1932	B - Residential garage/shed
6	Component	0131A	Garage	1920	B - Residential garage/shed
6	Component	0133B	Garage	1930	B - Residential garage/shed
6	Component	0160	Quarters	1941	A - Single-family residential
6	Component	0160A	Garage	1941	B - Residential garage/shed
6	Component	0376	Dispensary/Radio station barracks	1920	D - Barracks
6	Component	0376A	Enlisted quarters	1941	C - Duplex and multi-family residential
6	Component	0429A	Storage	1940	B - Residential garage/shed
6	Component	0435	Garage/storage	1922	B - Residential garage/shed
6	Component	0475	Concrete mixing plant	1934	O - Metal-Clad Industrial Shops
6	Component	0511	Garage	1939	B - Residential garage/shed
6	Component	0529	Motor vehicle storage	1942	K - Wooden Industrial/Ordinance Storage or Warehouse
6	Component	0531	Vehicle repair	1942	O - Metal-Clad Industrial Shops
6	Component	0563	Naval Radio Station support quarters	1941	C - Duplex and multi-family residential
6	Component	0645	Underground fresh water tank	1943	H- Other Infrastructure

APPENDIX 1  
INDEX BY AREA AND CLASSIFICATION

Area	Classification	Resource Number	Resource Name	Date	Type
6	Component	0671	Electrical substation	1942	E - Small Industrial garage/shed/Pumphouse/Electrical Facility
6	Component	0733	WAVES officer's quarters	1944	D - Barracks
6	Component	0737	WAVES subsistence	1944	D - Barracks
6	Component	0781	Transformer station	1943	E - Small Industrial garage/shed/Pumphouse/Electrical Facility
6	Component	0803	Storage	1945	K - Wooden Industrial/Ordinance Storage or Warehouse
6	Component	0811	Locomotive cleaning and maintenance	1944	O - Metal-Clad Industrial Shops
6	Component	L-F	Garage	1920	B - Residential garage/shed
6	Component	M-007A	Garage	1915	B - Residential garage/shed
6	Component	M-D	Garage	1920	B - Residential garage/shed
6	Component	N-H	Garage / Quarters	1920	D - Barracks
6	Component	O-B	Servant's Quarters	1935	A - Single-family residential
6	Component	O-F	Garage	1900	B - Residential garage/shed
6	Component	P-D	Garage	1944	B - Residential garage/shed
6	Component	QA 01/02	Officer's quarters	1942	C - Duplex and multi-family residential
6	Component	QA 03/04	Officer's quarters	1942	C - Duplex and multi-family residential
6	Component	QA 05/06	Officer's quarters	1942	C - Duplex and multi-family residential
6	Component	QA 07/08	Officer's quarters	1942	C - Duplex and multi-family residential
6	Component	QA 09/10	Officer's quarters	1942	C - Duplex and multi-family residential
6	Component	QA 11/12	Officer's quarters	1942	C - Duplex and multi-family residential
6	Component	QA 13/14	Officer's quarters	1942	C - Duplex and multi-family residential
6	Component	QA 15/16	Officer's quarters	1942	C - Duplex and multi-family residential
6	Component	QA 17/18	Officer's quarters	1942	C - Duplex and multi-family residential
6	Component	QA 19/20	Officer's quarters	1942	C - Duplex and multi-family residential
6	Component	R-G	Garage	1920	B - Residential garage/shed
6	Component	S24-04	Bomb shelter	1942	F - Bomb Shelter
6	Component	S-B	Garage	1935	B - Residential garage/shed
6	Component	T-A	Garage	1934	B - Residential garage/shed
6	Component	U-B	Garage	1924	B - Residential garage/shed
6	Component	U-D	Servant's Quarters	1920	A - Single-family residential
8	City Landmark	M-001	Marine Officer's Quarters	1870	A - Single-family residential
8	City Landmark	M-002	Officer's Quarters	1888	A - Single-family residential

APPENDIX 1  
INDEX BY AREA AND CLASSIFICATION

Area	Classification	Resource Number	Resource Name	Date	Type
8	City Landmark	M-003	Officer's Quarters (duplex with M4 right)	1888	C - Duplex and multi-family residential
8	City Landmark	M-004	Officer's Quarters (duplex with M3 left)	1888	C - Duplex and multi-family residential
8	City Landmark	M-005	Officer's Quarters	1888	A - Single-family residential
8	Notable	0084	Prison	1909	P - Masonry Administrative, Institutional, or Commercial
8	Notable	0084A	Warehouse	1939	J - Masonry Industrial/Ordinance Storage or Warehouse
8	Notable	H-04	Medical officer's Quarters	1903	A - Single-family residential
8	Notable	H-05	Medical officer's Quarters	1903	A - Single-family residential
8	Notable	H-64	Garage	1926	B - Residential garage/shed
8	Notable	Landscape	M1 Landscape	ND	I - Landscape
8	Notable	Landscape	Palm trees along Cedar Avenue	1900	I - Landscape
8	Notable	Landscape	Clubhouse Drive Park	1894	I - Landscape
8	Notable	Landscape	Parade Ground	1917	I - Landscape
8	Notable	M-037	Barracks	1917	D - Barracks
8	Component	0764	Dental clinic	1942	P - Masonry Administrative, Institutional, or Commercial
8	Component	0898	Electrical distribution	1938	E - Small Industrial garage/shed/Pumphouse/Electrical Facility
8	Component	FA-03	First aid station	1942	F - Bomb Shelter
8	Component/Notable	M-001A	Servant's Quarters	1938	A - Single-family residential
8	Component/Notable	M-001C	Garage	1938	B - Residential garage/shed
8	Component	M-031	Bakery	1941	P - Masonry Administrative, Institutional, or Commercial
8	Component	M-060	Garage	1938	B - Residential garage/shed
8	Component	M-063	Garage	1910	B - Residential garage/shed
8	Component	M-125	Garage	1942	B - Residential garage/shed
8	Component	M-126	Garage	1942	B - Residential garage/shed
9	City Landmark	H01	Hospital	1899	P - Masonry Administrative, Institutional, or Commercial
9	Notable	0926	Nurses quarters	1939	D - Barracks
9	Notable	0928	Garage	1939	B - Residential garage/shed
9	Notable	H070	Hospital ward	1926	P - Masonry Administrative, Institutional, or Commercial
9	Notable	H071	Barracks	1927	D - Barracks
9	Notable	H072	Hospital ward	1926	P - Masonry Administrative, Institutional, or Commercial
9	Notable	H073	Sick officers's quarters	1926	P - Masonry Administrative, Institutional, or Commercial
9	Notable	H074	Central heating plant	1928	H- Other Infrastructure

**Appendix 2:**  
**Index of Resources by Classification and**  
**Resource Number**

APPENDIX 2  
INDEX BY CLASSIFICATION AND RESOURCE NUMBER

Classification	Resource Number	Area	Resource Name	Date	Type
Notable	Quay	3A	Quay Wall/Berths 2-6	1924	S - Berths/Quays/Causeways
Notable	Quay	5	Quay Wall/Berths 13-19	1924	S - Berths/Quays/Causeways
Notable	Quay	3B	Quay Wall/Berths 7-10	1924	S - Berths/Quays/Causeways
Notable	Quay	4	Quay Wall/Berths	1924	S - Berths/Quays/Causeways
Notable	R	6	Officer's Quarters	1898	A - Single-family residential
Notable	S	6	Officer's Quarters	1898	A - Single-family residential
Notable	U	6	Officer's Quarters	1921	A - Single-family residential
Notable	Ways 1	4	Ways	1926	S - Berths/Quays/Causeways
Notable	Ways 2	4	Ways	1916	S - Berths/Quays/Causeways
Component Notable	0006D	6	Garage	1915	B - Residential garage/shed
Component	0006E	6	Storage	1938	B - Residential garage/shed
Component	0017B	6	Garage	1935	B - Residential garage/shed
Component	0017C	6	Garage	1930	B - Residential garage/shed
Component	0019A	6	Garage	1930	B - Residential garage/shed
Component	0029A	6	Garage	1933	B - Residential garage/shed
Component	0029G	6	Garage	1932	B - Residential garage/shed
Component	0077A	3B	Latrine	1906	G - Latrine
Component	0098	3B	Timber shed	1898	J - Masonry Industrial/Ordinance Storage or Warehouse
Component	0100	3B	Lumber shed	1902	K - Wooden Industrial/Ordinance Storage or Warehouse
Component	0100A	3B	Shed	1940	E - Small Industrial garage/shed/Pumphouse/Electrical Facility
Component	0102	3B	Lumber shed	1902	K - Wooden Industrial/Ordinance Storage or Warehouse
Component	0109	5	Pumphouse #2	1940	E - Small Industrial garage/shed/Pumphouse/Electrical Facility
Component	0115	3B	Electric shop	1901	O - Metal-Clad Industrial Shops
Component	0125	3B	Administration Building/Vault Extension		H- Other Infrastructure
Component	0131A	6	Garage	1920	B - Residential garage/shed
Component	0133B	6	Garage	1930	B - Residential garage/shed
Component	0160	6	Quarters	1941	A - Single-family residential
Component	0160A	6	Garage	1941	B - Residential garage/shed
Component	0180	5	Scrap brass bins	1916	K - Wooden Industrial/Ordinance Storage or Warehouse
Component	0213	3B	Storage	1917	L - Metal-Clad Industrial/Ordinance Storage or Warehouse
Component	0225	3B	Plating & finishing	1918	J - Masonry Industrial/Ordinance Storage or Warehouse
Component	0239	3B	Storage supply depot	1918	J - Masonry Industrial/Ordinance Storage or Warehouse
Component	0251	3B	Shop	1918	E - Small Industrial garage/shed/Pumphouse/Electrical Facility
Component	0255	4	Transformer house	1918	E - Small Industrial garage/shed/Pumphouse/Electrical Facility

APPENDIX 2  
INDEX BY CLASSIFICATION AND RESOURCE NUMBER

Classification	Resource Number	Area	Resource Name	Date	Type
Component/Notable	0259	3B	Storage	1911	K - Wooden Industrial/Ordinance Storage or Warehouse
Component	0261	3B	Latrine	1918	G - Latrine
Component	0302	5	Offices	1917	R - Metal-Clad Administrative, Institutional, or Commercial
Component	0373	3B	Storage	1920	L - Metal-Clad Industrial/Ordinance Storage or Warehouse
Component	0376	6	Dispensary/Radio station barracks	1920	D - Barracks
Component	0376A	6	Enlisted quarters	1941	C - Duplex and multi-family residential
Component	0387	3B	Storage/offices	1920	L - Metal-Clad Industrial/Ordinance Storage or Warehouse
Component	0390A	5	Women's Latrine	1942	G - Latrine
Component	0409	2B	Scrap metal warehouse	1921	K - Wooden Industrial/Ordinance Storage or Warehouse
Component	0429A	6	Storage	1940	B - Residential garage/shed
Component	0435	6	Garage/storage	1922	B - Residential garage/shed
Component/Notable	0455	2B	Storage	1929	L - Metal-Clad Industrial/Ordinance Storage or Warehouse
Component	0461	3A	Battery repair shop	1932	M - Masonry Industrial Shops
Component	0463	3A	Storage	1932	X - Not Extant
Component	0463A	3A	Sterilizing plant/impregnating plant/flag painting	1937	X - Not Extant
Component	0469	3B	Paint storage	1933	E - Small Industrial garage/shed/Pumphouse/Electrical Facility
Component	0471	3A	Diesel fuel storage	1934	P - Masonry Administrative, Institutional, or Commercial
Component	0475	6	Concrete mixing plant	1934	O - Metal-Clad Industrial Shops
Component	0489	2B	Warehouse	1936	L - Metal-Clad Industrial/Ordinance Storage or Warehouse
Component	0493	3B	Electrical substation	1936	E - Small Industrial garage/shed/Pumphouse/Electrical Facility
Component	0497	3B	Dispensary	1938	P - Masonry Administrative, Institutional, or Commercial
Component	0507	3B	Lumber storage	1938	L - Metal-Clad Industrial/Ordinance Storage or Warehouse
Component	0511	6	Garage	1939	B - Residential garage/shed
Component	0515	3A	Submarine service building	1941	O - Metal-Clad Industrial Shops
Component	0516	4	Electrical substation	1943	E - Small Industrial garage/shed/Pumphouse/Electrical Facility
Component	0529	6	Motor vehicle storage	1942	K - Wooden Industrial/Ordinance Storage or Warehouse
Component	0531	6	Vehicle repair	1942	O - Metal-Clad Industrial Shops
Component	0541	3A	Electrical substation	1941	E - Small Industrial garage/shed/Pumphouse/Electrical Facility
Component	0559	2A	Hobby shop	1941	O - Metal-Clad Industrial Shops



APPENDIX 2  
INDEX BY CLASSIFICATION AND RESOURCE NUMBER

Classification	Resource Number	Area	Resource Name	Date	Type
Component/Notable	0766	5	Office/latrine	1942	G - Latrine
Component	0781	6	Transformer station	1943	E - Small Industrial garage/shed/Pumphouse/Electrical Facility
Component	0788	5	Storage	1942	K - Wooden Industrial/Ordinance Storage or Warehouse
Component	0789	2A	Electrical distribution	1942	E - Small Industrial garage/shed/Pumphouse/Electrical Facility
Component	0801	3B	Electric substation	1940	E - Small Industrial garage/shed/Pumphouse/Electrical Facility
Component	0803	6	Storage	1945	K - Wooden Industrial/Ordinance Storage or Warehouse
Component	0804	5	Wire and fuel testing	1943	O - Metal-Clad Industrial Shops
Component	0810	5	Paint/rubber factory	1943	O - Metal-Clad Industrial Shops
Component	0811	6	Locomotive cleaning and maintenance	1944	O - Metal-Clad Industrial Shops
Component	0814	5	Facilities for cleaning ...damaged machinery	1945	X - Not Extant
Component	0822	5	Power station	1942	E - Small Industrial garage/shed/Pumphouse/Electrical Facility
Component	0828	5	Power station	1942	E - Small Industrial garage/shed/Pumphouse/Electrical Facility
Component	0830	5	Electrical substation	1942	E - Small Industrial garage/shed/Pumphouse/Electrical Facility
Component	0834	4	Electrical distribution	1942	E - Small Industrial garage/shed/Pumphouse/Electrical Facility
Component	0845	3A	Diesel oil pumphouse	1944	E - Small Industrial garage/shed/Pumphouse/Electrical Facility
Component	0854	4	Pumphouse	1926	E - Small Industrial garage/shed/Pumphouse/Electrical Facility
Component	0855	3B	Electrical shop	1925	O - Metal-Clad Industrial Shops
Component	0858	5	Latrine	1942	G - Latrine
Component	0874	5	Chemical storage area	1943	X - Not Extant
Component	0898	8	Electrical distribution	1938	E - Small Industrial garage/shed/Pumphouse/Electrical Facility
Component	1278	9	Storage	1926	E - Small Industrial garage/shed/Pumphouse/Electrical Facility
Component	782	10A	Electrical distribution	1943	E - Small Industrial garage/shed/Pumphouse/Electrical Facility
Component	A080	10A	Ammunition storage	1918	L - Metal-Clad Industrial/Ordinance Storage or Warehouse
Component	A130	10A	Warehouse	1921	J - Masonry Industrial/Ordinance Storage or Warehouse
Component	A131	10A	Warehouse	1921	J - Masonry Industrial/Ordinance Storage or Warehouse
Component	A159	10A	Bag charge and filling house	1931	O - Metal-Clad Industrial Shops
Component	A187	10A	Loading plant for explosives	1939	X - Not Extant

APPENDIX 2  
INDEX BY CLASSIFICATION AND RESOURCE NUMBER

Classification	Resource Number	Area	Resource Name	Date	Type
Component	A192	10A	Electrical Distribution Building	1940	E - Small Industrial garage/shed/Pumphouse/Electrical Facility
Component	A197	10A	Electrical distribution	1929	X - Not Extant
Component	A220	10A	Ordnance storage	1942	J - Masonry Industrial/Ordinance Storage or Warehouse
Component	A221	10A	Ordnance storage	1942	J - Masonry Industrial/Ordinance Storage or Warehouse
Component	A222	10A	Ordnance storage	1942	J - Masonry Industrial/Ordinance Storage or Warehouse
Component	A223	10A	Ordnance storage	1942	J - Masonry Industrial/Ordinance Storage or Warehouse
Component	A224	10A	Ordnance storage	1942	J - Masonry Industrial/Ordinance Storage or Warehouse
Component	A225	10A	Ordnance storage	1942	J - Masonry Industrial/Ordinance Storage or Warehouse
Component	A260	10A	Electrical distribution center	1943	E - Small Industrial garage/shed/Pumphouse/Electrical Facility
Component	A265	10A	High explosive "D" sifting building	1944	X - Not Extant
Component	A272	10B	Sentry house	1942	H- Other Infrastructure
Component	A276	10A	Fire alarm tower	1942	H- Other Infrastructure
Component	A279	10B	Sentry house	1942	H- Other Infrastructure
Component	BS2	5	Bus shelter	1942	H- Other Infrastructure
<del>Component</del> <b>Notable</b>	BS3	5	Bus shelter	1942	H- Other Infrastructure
Component	FA-03	8	First aid station	1942	F - Bomb Shelter
Component	FA-04	5	First aid station	1942	F - Bomb Shelter
Component	H021	9	Paint locker	1942	H- Other Infrastructure
Component	H034	9	Storage	1918	E - Small Industrial garage/shed/Pumphouse/Electrical Facility
Component	H066	9	Auxiliary pump house	1922	E - Small Industrial garage/shed/Pumphouse/Electrical Facility
Component	H075	9	Electrical distribution	1929	E - Small Industrial garage/shed/Pumphouse/Electrical Facility
<del>Component</del> <b>Notable</b>	L-F	6	Garage	1920	B - Residential garage/shed
<del>Component</del> <b>Notable</b>	M-001A	8	Servant's Quarters	1938	A - Single-family residential
<del>Component</del> <b>Notable</b>	M-001C	8	Garage	1938	B - Residential garage/shed
Component	M-007A	6	Garage	1915	B - Residential garage/shed
Component	M-031	8	Bakery	1941	P - Masonry Administrative, Institutional, or Commercial
Component	M-060	8	Garage	1938	B - Residential garage/shed
Component	M-063	8	Garage	1910	B - Residential garage/shed
Component	M-125	8	Garage	1942	B - Residential garage/shed
Component	M-126	8	Garage	1942	B - Residential garage/shed
<del>Component</del> <b>Notable</b>	M-D	6	Garage	1920	B - Residential garage/shed
<del>Component</del> <b>Notable</b>	N-H	6	Garage / Quarters	1920	D - Barracks
<del>Component</del> <b>Notable</b>	O-B	6	Servant's Quarters	1935	A - Single-family residential
Component	O-F	6	Garage	1900	B - Residential garage/shed

APPENDIX 2  
INDEX BY CLASSIFICATION AND RESOURCE NUMBER

Classification	Resource Number	Area	Resource Name	Date	Type
Component	P-D	6	Garage	1944	B - Residential garage/shed
Component	QA 01/02	6	Officer's quarters	1942	C - Duplex and multi-family residential
Component	QA 03/04	6	Officer's quarters	1942	C - Duplex and multi-family residential
Component	QA 05/06	6	Officer's quarters	1942	C - Duplex and multi-family residential
Component	QA 07/08	6	Officer's quarters	1942	C - Duplex and multi-family residential
Component	QA 09/10	6	Officer's quarters	1942	C - Duplex and multi-family residential
Component	QA 11/12	6	Officer's quarters	1942	C - Duplex and multi-family residential
Component	QA 13/14	6	Officer's quarters	1942	C - Duplex and multi-family residential
Component	QA 15/16	6	Officer's quarters	1942	C - Duplex and multi-family residential
Component	QA 17/18	6	Officer's quarters	1942	C - Duplex and multi-family residential
Component	QA 19/20	6	Officer's quarters	1942	C - Duplex and multi-family residential
Component	R-G	6	Garage	1920	B - Residential garage/shed
Component	S11-01	3A	Bomb shelter	1942	F - Bomb Shelter
Component	S11-04	3A	Bomb shelter	1942	F - Bomb Shelter
Component	S22-01	3B	Bomb shelter	1942	F - Bomb Shelter
Component	S23-01	4	Bomb shelter	1942	F - Bomb Shelter
Component	S23-02	4	Bomb shelter	1942	F - Bomb Shelter
Component	S24-04	6	Bomb shelter	1942	F - Bomb Shelter
Component	S32-05	5	Bomb shelter	1942	F - Bomb Shelter
Component	Notable S32-06	5	Bomb shelter	1942	F - Bomb Shelter
Component	S33-05	5	Bomb shelter	1942	F - Bomb Shelter
Component	S33-06	5	Bomb shelter	1942	F - Bomb Shelter
Component	S33-07	5	Bomb shelter	1942	F - Bomb Shelter
Component	S33-10	4	Bomb shelter	1942	F - Bomb Shelter
Component	S33-11	4	Bomb shelter	1942	F - Bomb Shelter
Component	S33-12	4	Bomb shelter	1942	F - Bomb Shelter
Component	S33-13	4	Bomb shelter	1942	F - Bomb Shelter
Component	S33-14	4	Bomb shelter	1942	F - Bomb Shelter
Component	S33-15	4	Bomb shelter	1942	F - Bomb Shelter
Component	S33-16	4	Bomb shelter	1942	F - Bomb Shelter
Component	S33-17	4	Bomb shelter	1942	F - Bomb Shelter
Component	S33-18	4	Bomb shelter	1942	F - Bomb Shelter
Component	S33-19	4	Bomb shelter	1942	F - Bomb Shelter
Component	S33-20	4	Bomb shelter	1942	F - Bomb Shelter
Component	S33-21	4	Bomb shelter	1942	F - Bomb Shelter
Component	S33-22	4	Bomb shelter	1942	F - Bomb Shelter
Component	S33-23	4	Bomb shelter	1942	F - Bomb Shelter
Component	S33-24	4	Bomb shelter	1942	F - Bomb Shelter
Component	S33-25	4	Bomb shelter	1942	F - Bomb Shelter
Component	S33-26	4	Bomb shelter	1942	F - Bomb Shelter
Component	S33-27	4	Bomb shelter	1942	F - Bomb Shelter
Component	S33-28	4	Bomb shelter	1942	F - Bomb Shelter
Component	S33-29	4	Bomb shelter	1942	F - Bomb Shelter
Component	S33-30	4	Bomb shelter	1942	F - Bomb Shelter

APPENDIX 2  
INDEX BY CLASSIFICATION AND RESOURCE NUMBER

<b>Classification</b>	<b>Resource Number</b>	<b>Area</b>	<b>Resource Name</b>	<b>Date</b>	<b>Type</b>
Component	S34-02	5	Bomb shelter	1942	F - Bomb Shelter
Component	S-B	6	Garage	1935	B - Residential garage/shed
ComponentNotable	T-A	6	Garage	1934	B - Residential garage/shed
ComponentNotable	U-B	6	Garage	1924	B - Residential garage/shed
ComponentNotable	U-D	6	Servant's Quarters	1920	A - Single-family residential

Appendix E

# Preliminary Master Development Plan



ADOPTED – DECEMBER 2005  
AMENDED – JULY 2007

PUBLIC REVIEW DRAFT: JUNE 11, 2007

**PROPOSED 2007  
MARE ISLAND SPECIFIC PLAN AMENDMENT II  
REVIEW GUIDE**

Attached are red-lined changes that have been made to Table E.1 **Appendix E Preliminary Master Development Plan of the 2005 Mare Island Specific Plan**, including some corrections. A summary table of the changes made per the 2006 Settlement Agreement are provided below.

**SPECIFIC PLAN AMENDMENT II  
SUMMARY OF CHANGES TO TABLE E.1**

Reuse Area	Bldg. No.	SPA II	2005 SP sf	SPA II sf	Difference
<b>2A</b>	527	Retain	0	114,328	114,328
Total					114,328
	New Bldg. 2A	Reduce	45,000	0	-45,000
	New Bldg. 2B	Reduce	45,000	0	-45,000
	New Bldg. 2C	Reduce	45,000	20,672	-24,328
Total					-114,328
Net Change					0
<b>2B</b>	535	Retain	49,866	0	49,866
Total					49,866
	New Bldg. 2H	Reduce	45,000	0	-45,000
	New Bldg. 2J	Reduce	45,000	40,134	-4,866
Total					-49,866
Net Change					0
<b>3A</b>	599	Retain	0	112,500	112,500
	757	Retain	0	6,375	6,375
	845	Retain	0	186	186
	S11-01	Retain	0	1,960	1,960
Total					121,021
	New Bldg. 3A		125,000	116,479	-8,521
	New Bldg. 3X		112,500	0	-112,500
Total					-121,021
Net Change					0
<b>4</b>	632		0	812	812
	S23-01		0	988	988
	854		0	795	795
	634		0	743	743
Total					3,338
	New Bldg. 4A		10,000	6,662	-3,338
Total					-3,338
Net Change					0

Table E.1

**MASTER DEVELOPER  
PRELIMINARY DEVELOPMENT PLAN TABULATIONS**  
Revised 4/07

Area	Building Number & Function	Historic Bldg. Classification	Existing (Sq Ft)	Reuse (Sq Ft)	New (Sq Ft)	New Sq Ft Subtotal	Reduced (Sq Ft) Due to SA	Demolition	Residential	Total	Land Use	Comments
1B	Northwest Industrial Area											
1B	625 (Utility)	NA										Telephone Bldg. (980 sf)
1B	629	NA	63,437	63,437							HEAVY INDUSTRIAL	
1B	759	NA	120,000	120,000						183,437	HEAVY INDUSTRIAL	
	<b>Subtotal</b>			183,437								
1B	627 (Warehouse)	NA	245,435	245,435						245,435	WAREHOUSE	
	<b>Subtotal</b>			245,435							WAREHOUSE	
1B	751 (Warehouse)	NA	234,168	234,168						172,733	LIGHT INDUSTRIAL	Ground floor only
	<b>Subtotal</b>			234,168						61,435	WAREHOUSE	Mezzanine only usable for warehouse
1B	ADDITIONS TO BLDGS.			36,960						36,960	LIGHT INDUSTRIAL	
	<b>Subtotal</b>			36,960							LIGHT INDUSTRIAL	
	<b>AREA TOTAL</b>			663,040						700,000		
2A	Town Center											
2A	459 (Barracks)	notable	41,194	41,194							OFFICER&D	
2A	543 (D-Barracks)	notable	47,485	47,485						88,679	OFFICER&D	
	<b>Subtotal</b>			88,679							OFFICER&D	
2A	NEW BLDG. 2A											
2A	NEW BLDG. 2B											
2A	NEW BLDG. 2C											
2A	NEW BLDG. 2D											
2A	NEW BLDG. 2E											
2A	NEW BLDG. 2F											
2A	NEW BLDG. 2G											
	<b>Subtotal</b>											
2A	523 (Sports Facility)	unclassified, non-contrib.	59,866	59,866						123,832	OFFICER&D	Assume 2/3 Officer&D and 1/3 Light Industrial - see below
2A	545 (Recreation Facility)	notable	71,379	71,379						61,916	LIGHT INDUSTRIAL	Office/R&D portion - 2/3 of above subtotal
	<b>Subtotal</b>			131,245								Light Industrial portion - 1/3 of above subtotal
2A	NEW RETAIL											
	<b>Subtotal</b>			50,000								Sports Center
2A	NEW APTS											Neighborhood retail
2A	527 (Warehouse)	notable	114,328	114,328								Neighborhood retail
2A	839 (Utility)	unclassified	811	811								100 du total (new apartments)
2A	861 (Utility)	unclassified	1,792	1,792								
2A	559 (Hobby Shop)	component	21,120	21,120								104,176 (rep) - see below
2A	657 (Submarine Teaching)	component	7,165	7,165								184,176 (rep) - see below
2A	749 (Post Office)	component	2,706	2,706								184,176 (rep) - see below
2A	761 (Stores)	component	6,025	6,025								184,176 (rep) - see below
2A	789 (Electrical Distribution)	component	589	589								184,176 (rep) - see below
	<b>Subtotal</b>			114,328								184,176 (rep) - see below
	<b>AREA TOTAL</b>			334,252						570,000		
2B	West Business Park											
2B	535 (Public Works Shops)	notable	49,866	49,866								194,176 (rep) - see below
	<b>Subtotal</b>			49,866								194,176 (rep) - see below



Area	Building Number & Function	Historic Bldg. Classification	Existing (Sq Ft)	Reuse Sq Ft Subtotal	New (Sq Ft)	New Sq Ft Subtotal	Reduced (Sq Ft) Due to SA	Demolition	Residential	Total	Land Use	Comments
2B	NEW BLDG 2H						45,000				OFFICERAD/LIGHT INDUSTRIAL	Reduces 1/3 of additional historic bldg. reinstitution
2B	NEW BLDG 2J						7,866				OFFICERAD/LIGHT INDUSTRIAL	Reduces 1/3 of additional historic bldg. reinstitution
2B	NEW BLDG 2K				45,000						OFFICERAD/LIGHT INDUSTRIAL	
2B	NEW BLDG 2L				95,000						OFFICERAD/LIGHT INDUSTRIAL	
2B	NEW BLDG 2M				95,000						OFFICERAD/LIGHT INDUSTRIAL	
2B	NEW BLDG 2N				95,000						OFFICERAD/LIGHT INDUSTRIAL	
2B	NEW BLDG 2P				60,000						OFFICERAD/LIGHT INDUSTRIAL	
	<b>Subtotal</b>				230,000					230,000	OFFICERAD/LIGHT INDUSTRIAL	Assume 2/3 of historic R&D and 1/3 of light industrial - see below
2B	409 (Scrap Metal Warehouse)	component	6,000					6,000				1921; Type K (rep); deters new building site, parking
2B	455 (Storage)	component	31,160					31,160				1929; Type L (rep); deters new building site, site access, parking
2B	489 (Warehouse)	component	28,800					28,800				1936; Type L (rep); deters new building site, site access, parking
	<b>AREA TOTAL</b>						49,966	63,960		500,000		
	<b>Waterfront Business Campus</b>											
3A	NEW BLDG 3A				16,273						OFFICERAD/LIGHT INDUSTRIAL	Reduces 1/3 of additional historic bldg. reinstitution
3A	NEW BLDG 3B				90,000						OFFICERAD/LIGHT INDUSTRIAL	
3A	NEW BLDG 3C				80,000						OFFICERAD/LIGHT INDUSTRIAL	
3A	NEW BLDG 3D				80,000						OFFICERAD/LIGHT INDUSTRIAL	
3A	NEW BLDG 3E				55,000						OFFICERAD/LIGHT INDUSTRIAL	
3A	NEW BLDG 3F				47,487						OFFICERAD/LIGHT INDUSTRIAL	
	<b>Subtotal</b>				468,966					315,849	OFFICERAD	Assume 2/3 of historic R&D and 1/3 of light industrial - see below
3A	NEW BLDG 3X						172,500			153,117	LIGHT INDUSTRIAL	Office/R&D portion - 2/3 of above subtotal Light industrial portion - 1/3 of above subtotal
	<b>WAREHOUSE</b>										WAREHOUSE	Assume 1/3 of historic R&D and 2/3 of light industrial - see below
	<b>WAREHOUSE</b>										WAREHOUSE	Assume 1/3 of historic R&D and 2/3 of light industrial - see below
	<b>COMMERCIAL</b>				4,000					4,000	COMMERCIAL	
	<b>COMMERCIAL</b>										COMMERCIAL	
	<b>COMMERCIAL</b>										COMMERCIAL	Visitor's Center
	<b>COMMERCIAL</b>										COMMERCIAL	Retail
	<b>INFRASTRUCTURE</b>										INFRASTRUCTURE	Entry well
	<b>INDUSTRIAL</b>										INDUSTRIAL	
	<b>COMMERCIAL</b>									6,013	COMMERCIAL	
	<b>WAREHOUSE</b>										WAREHOUSE	1942; Type O (rep); deters new building site, site access, parking
	<b>WAREHOUSE</b>										WAREHOUSE	1942; Type O (rep); deters new building site, site access, parking
	<b>COMMERCIAL</b>				4,000						COMMERCIAL	
	<b>COMMERCIAL</b>										COMMERCIAL	1932; Type M (rep); deters street network, site access, parking
	<b>COMMERCIAL</b>										COMMERCIAL	1934; Type P (non rep); deters new building site
	<b>COMMERCIAL</b>										COMMERCIAL	1941; Type O (rep); deters new building site
	<b>COMMERCIAL</b>										COMMERCIAL	1941; Type E (rep); deters new building site
	<b>COMMERCIAL</b>										COMMERCIAL	1943; Type O (rep); deters parking
	<b>COMMERCIAL</b>										COMMERCIAL	1943; Type E (rep); deters parking
	<b>COMMERCIAL</b>										COMMERCIAL	1942; Type F (rep); deters parking
	<b>COMMERCIAL</b>										COMMERCIAL	1944; Type E (rep); deters parking
	<b>COMMERCIAL</b>										COMMERCIAL	1942; Type F (rep); deters parking
	<b>COMMERCIAL</b>										COMMERCIAL	1942; Type F (rep); deters parking
	<b>COMMERCIAL</b>										COMMERCIAL	Assume 2/3 of historic R&D and 1/3 of light industrial - see below
	<b>COMMERCIAL</b>										COMMERCIAL	Office/R&D portion - 2/3 of above subtotal
	<b>COMMERCIAL</b>										COMMERCIAL	Light industrial portion - 1/3 of above subtotal
	<b>AREA TOTAL</b>						172,021	63,960		600,000		
3B	Waterfront Mixed-Use	unclassified, non-contrib.	17,000								OFFICERAD	Building also contains Light Industry
	<b>117 (Warehouse)</b>										OFFICERAD	



Area	Building Number & Function	Historic Bldg. Classification	Existing (Sq Ft)	Reuse (Sq Ft)	New (Sq Ft)	New Sq Ft Subtotal	Reduced (Sq Ft) Due to SA	Demolition	Residential	Total	Land Use	Comments
3B	228 (US Med Supply Depot)	notable	39,800	39,800							OFFICER&R&D	
3B	497 (Dispensary)	notable	15,114	15,114							OFFICER&R&D	
3B	521 (Administrative Offices)	notable	76,342	76,342							OFFICER&R&D	
3B	Quay (Quay/Walls/Barth)	notable	NA	NA							OFFICER&R&D	
	<b>Subtotal</b>			148,256						148,256		
3B	NEW BLDG 3H				45,000						OFFICER&R&D/LIGHT INDUSTRIAL	
3B	NEW BLDG 3J				45,000						OFFICER&R&D/LIGHT INDUSTRIAL	
3B	NEW BLDG 3K				45,000						OFFICER&R&D/LIGHT INDUSTRIAL	
3B	NEW BLDG 3L				45,000						OFFICER&R&D/LIGHT INDUSTRIAL	
3B	NEW BLDG 3M				18,000						OFFICER&R&D/LIGHT INDUSTRIAL	
3B	NEW BLDG 3N				55,000						OFFICER&R&D/LIGHT INDUSTRIAL	
3B	NEW BLDG 3Q				25,000						OFFICER&R&D/LIGHT INDUSTRIAL	
	<b>Subtotal</b>				278,000					278,000		Assume 2/3 Office/R&D and 1/3 Light Industrial - see below
										215,744	OFFICER&R&D	Office/R&D portion - 2/3 of above subtotal
										62,266	LIGHT INDUSTRIAL	Light Industrial portion - 1/3 of above subtotal
3B	73 (Storage)	notable	10,800	10,800							LIGHT INDUSTRIAL	
3B	101 (Shop)	notable	26,640	26,640							LIGHT INDUSTRIAL	
3B	111 (Storage)	notable	11,340	11,340							LIGHT INDUSTRIAL	
3B	117 (Warehouse)	unclassified, non-contrib.	42,000	42,000							LIGHT INDUSTRIAL	
3B	121 (Power Plant)	notable	50,713	50,713							LIGHT INDUSTRIAL	
3B	165 (Shop)	notable	15,550	15,550							LIGHT INDUSTRIAL	
3B	207 (Storage)	notable	50,000	50,000							LIGHT INDUSTRIAL	
3B	221 (Storage)	notable	64,000	64,000							LIGHT INDUSTRIAL	
3B	223 (Storage)	notable	18,000	18,000							LIGHT INDUSTRIAL	
3B	253 (Supply Dept.)	notable	56,514	56,514							LIGHT INDUSTRIAL	
3B	273 (Storage)	notable	43,680	43,680							LIGHT INDUSTRIAL	
	<b>Subtotal</b>			389,237						389,237		Building also contains Office/R&D
3B	NEW BLDG 3T				40,000						LIGHT INDUSTRIAL	
3B	NEW BLDG 3U				40,000						LIGHT INDUSTRIAL	
3B	NEW BLDG 3V				20,000						LIGHT INDUSTRIAL	
	<b>Subtotal</b>				100,000					100,000		
3B	483 (Storage)	notable	360,000	360,000						216,000	WAREHOUSE	5 floor bldg. (3 floors warehouse, 2 floors light indus.)
	<b>Subtotal</b>									144,000	LIGHT INDUSTRIAL	5 floor bldg. (3 floors warehouse, 2 floors light indus.)
										193,845	WAREHOUSE	Building for 686 Demo in RA 8 (50% in RA 5 and 50% RA 3B)
3B	127 (Fire Station)	unclassified, non-contrib.	16,900	16,900							CMVIC/EDUCATIONAL	Fire Station
3B	605 (Telephone Exchange)	notable	9,700	0							CMVIC/EDUCATIONAL	Telephone Utility, retained with no identified reuse
	<b>Subtotal</b>			16,900						16,900		
3B	NEW BLDG 3R				6,500					6,500	COMMERCIAL	
	<b>Subtotal</b>				6,500					6,500	COMMERCIAL	
3B	77 (Ordinance Storage)	notable	40,000	du							RESIDENTIAL	
3B	85 (Foundry)	landmark	34,370	du							RESIDENTIAL	
3B	87 (Machine Shop)	landmark	30,150	du							RESIDENTIAL	
3B	89 (Boiler Shop)	landmark	12,100	du							RESIDENTIAL	
3B	91 (Boiler Shop)	landmark	11,000	du							RESIDENTIAL	
3B	271 (Shop)	notable	63,576	du							RESIDENTIAL	
3B	69 (Supply Warehouse)	landmark	64,205	du							RESIDENTIAL	
3B	71 (Storage)	notable	66,000	du							RESIDENTIAL/OFFICE	Bldg. can also be used as office if office sf is reduced in area.
3B	141 (Coal Shed)	landmark	6,834	du							RESIDENTIAL/OFFICE	Bldg. can also be used as office if office sf is reduced in area.
3B	143 (Coal Shed)	landmark	5,900	du							RESIDENTIAL/OFFICE	Bldg. can also be used as office if office sf is reduced in area.
3B	145 (Coal Shed)	landmark	6,834	du							RESIDENTIAL/OFFICE	Bldg. can also be used as office if office sf is reduced in area.
3B	147 (Coal Shed)	landmark	7,500	du							RESIDENTIAL/OFFICE	Bldg. can also be used as office if office sf is reduced in area.
3B	149 (Coal Shed)	landmark	9,598	du							RESIDENTIAL/OFFICE	Bldg. can also be used as office if office sf is reduced in area.
3B	151 (Coal Shed)	landmark	11,348	du							RESIDENTIAL/OFFICE	Bldg. can also be used as office if office sf is reduced in area.
3B	153 (Coal Shed)	landmark	8,230	du							RESIDENTIAL/OFFICE	Bldg. can also be used as office if office sf is reduced in area.
3B	155 (Coal Shed)	landmark	6,045	du							RESIDENTIAL/OFFICE	Bldg. can also be used as office if office sf is reduced in area.
3B	163 (Coal Shed)	landmark	10,500	du							RESIDENTIAL/OFFICE	Bldg. can also be used as office if office sf is reduced in area.

Area	Building Number & Function	Historic Bldg. Classification	Existing (Sq Ft)	Reuse (Sq Ft)	New (Sq Ft)	New Sq Ft Subtotal	Reduced (Sq Ft) Due to SA	Demolition	Residential	Total	Land Use	Comments
3B	VA Clinic	unclassified non-contrib	?	NA							OUTPARCEL	City property, leased to VA
3B	215 (Storage)	notable	12,669					12,669				1918: Type J (rep); delaters landmark reuse, street access, parking
3B	227 (Storage)	notable	9,954					9,954				1918: Type K (rep); delaters site access, parking, housing
3B	227A (Shop, Stress, Warehouse)	notable	5,145					5,145				1941: Type K (rep); delaters site access, parking, housing
3B	237 (Storage)	notable	63,400					63,400				1918: Type L (rep); delaters site access, parking, housing
3B	257 (Storage)	notable	36,000					36,000				1911: Type L (rep); delaters site access, parking, housing
3B	417 (Med Supply Depot)	notable	23,850					23,850				1922: Type R (non-rep); delaters parking
3B	569 (Police Station)	notable	13,069					13,069				1942: Type Q (non-rep); delaters landmark reuse, street network, site access
3B	77A (Lathrine)	component	284					284				1906: Type G (rep); delaters street network, parking
3B	98 (Timber Shed)	component	14,335					14,335				1938: Type J (rep); delaters street network, parking
3B	100 (Lumber Shed)	component	18,300					18,300				1902: Type K (rep); delaters parking
3B	100A (Shed)	component	1,100					1,100				1940: Type E (rep); delaters parking
3B	102 (Lumber Shed)	component	18,000					18,000				1902: Type K (rep); delaters parking
3B	115 (Electric Shop)	component	8,750					8,750				1901: Type O (rep); delaters street network, site access, parking
3B	125 (Admin Bldg/Vault)	component	476					476				unknown date; Type E (non-rep); delaters parking
3B	213 (Storage)	component	18,208					18,208				1917: Type L (rep); delaters new bldg site, parking
3B	225 (Plating & Finishing)	component	14,100					14,100				1918: Type J (rep); delaters site access, parking
3B	239 (Storage Supply Depot)	component	3,250					3,250				1918: Type J (rep); delaters street network, parking
3B	251 (Shop)	component	1,800					1,800				1918: Type E (rep); delaters parking
3B	259 (Storage)	component	24,200					24,200				1911: Type K (rep); delaters new bldg site, parking
3B	261 (Lathrine)	component	1,100					1,100				1918: Type G (rep); delaters parking
3B	373 (Storage)	component	19,568					19,568				1920: Type L (rep); delaters street network
3B	387 (Storage/Offices)	component	31,120					31,120				1920: Type L (rep); delaters parking
3B	469 (Paint Storage)	component	124					124				1933: Type E (rep); delaters parking
3B	493 (Electrical Substation)	component	150					150				1936: Type E (rep); delaters parking
3B	507 (Lumber Storage)	component	27,784					27,784				1938: Type L (rep); delaters street network, parking
3B	603 (Lathrine)	component	1,168					1,168				1942: Type G (rep); delaters new building site
3B	607 (Storage)	component	7,920					7,920				1942: Type L (rep); delaters site access, parking
3B	631 (Disbursing Office)	component	6,002					6,002				1941: Type Q (non-rep); delaters site access, parking
3B	801 (Electric Substation)	component	4,176					4,176				1940: Type E (rep); delaters parking
3B	855 (Electric Shop)	component	2,236					2,236				1925: Type O (rep); delaters parking
3B	S22-01	component	432					432				1942: Type F (rep); delaters street network
	<b>AREA TOTAL</b>			914,393		394,500				1,492,738		
4	Historic Core	landmark	26,940	26,940							OFFICER&D	
4	47 (Admin Bldg)	notable	13,800	13,800							OFFICER&D	
4	47A (Admin & Office)	landmark	7,358	7,358							OFFICER&D/RESIDENTIAL	Mansion (Captains Row)
4	C (Officer's Quarters)	landmark	7,358	7,358							OFFICER&D/RESIDENTIAL	Mansion (Captains Row)
4	D (Officer's Quarters)	landmark	7,358	7,358							OFFICER&D/RESIDENTIAL	Mansion (Captains Row)
4	E (Officer's Quarters)	landmark	7,358	7,358							OFFICER&D/RESIDENTIAL	Mansion (Captains Row)
4	G (Officer's Quarters)	landmark	2,680	2,680							OFFICER&D/RESIDENTIAL	Mansion (Captains Row)
4	H (Officer's Quarters)	landmark	7,358	7,358							OFFICER&D/RESIDENTIAL	Mansion (Captains Row)
4	J (Officer's Quarters)	landmark	7,358	7,358							OFFICER&D/RESIDENTIAL	Mansion (Captains Row)
4	K (Officer's Quarters)	landmark	7,358	7,358							OFFICER&D/RESIDENTIAL	Mansion (Captains Row)
4	L (Officer's Quarters)	landmark	7,358	7,358							OFFICER&D/RESIDENTIAL	Mansion (Captains Row)
4	M (Officer's Quarters)	landmark	7,358	7,358							OFFICER&D/RESIDENTIAL	Mansion (Captains Row)
4	N (Officer's Quarters)	landmark	7,358	7,358							OFFICER&D/RESIDENTIAL	Mansion (Captains Row)
4	O (Officer's Quarters)	landmark	7,358	7,358							OFFICER&D/RESIDENTIAL	Mansion (Captains Row)
4	A-1 (Garage)	notable	610	610							PARKING	
4	A-J (Greenhouse/Shed)	notable	207	207							RES/GARDEN	
4	B-G (Garage)	notable	416	416							PARKING	
4	E-D (Storage)	notable	170	170							STORAGE	
4	H-B (Garage)	notable	400	400							PARKING	
4	K-L (Garage)	notable	593	593							PARKING	
4	A-A (Detached Quarters)	notable	672	672					672		RESIDENTIAL	
4	C-A (Quarters)	notable	700	700					700		RESIDENTIAL	
4	E-F (Quarters)	notable	985	985					985		RESIDENTIAL	
4	J-E (Quarters)	notable	640	640					640		RESIDENTIAL	
4	E-C (Quarters)	notable	1,200	1,200					1,200		RESIDENTIAL	
4	Farragut Plaza (Landscape)	notable	NA	NA							OPEN SPACE	
4	Officer's Row (Row Landscape)	notable	NA	NA							OPEN SPACE	
4	Alden Park & Bandshell (Landscape)	notable	NA	NA							OPEN SPACE	

Area	Building Number & Function	Historic Bldg. Classification	Existing (Sq Ft)	Reuse (Sq Ft)	New (Sq Ft)	New Sq Ft Subtotal	Reduced (Sq Ft) Due to SA	Demolition	Residential	Total	Land Use	Comments
	Subtotal		117,000							117,000		
4	116 (Shop)	notable	29,000	29,000							LIGHT INDUSTRIAL	
4	164 (Shop)	notable	7,400	7,400							LIGHT INDUSTRIAL	
	Subtotal		36,400	36,400						36,400		
4	46 (Smithery)	landmark	49,710	49,710							CIVIC/EDUCATIONAL	MIHPF Museum
4	104 (St. Peter's Chapel)	landmark	3,218	3,218							CIVIC/EDUCATIONAL	Chapel
4	Chapel Park (Park Landscape)	notable	NA	NA							OPEN/SPACE	Utility - Drydock Pumphouse
4	110 (Pumphouse)	notable	2,516	2,516							CIVIC/EDUCATIONAL	Toilets (1,122 sf), retained with no development reuse
4	235 (Offices/Printing Plant)	notable	7,800	7,800							CIVIC/EDUCATIONAL	Utility (743 sf), retained with no development reuse
4	624 (Lairline)	component	1,122	0							CIVIC/EDUCATIONAL	Utility (Pumphouse) (795 sf), retained with no development reuse
4	634 (Lunch/Locker Room)	component	743	743							COMMERCIAL	Utility (Pumphouse) (795 sf), retained with no development reuse
4	854 (Pumphouse)	component	743	743							COMMERCIAL	Utility (Pumphouse) (795 sf), retained with no development reuse
4	1936 (?)	unclassified, non-contrib.	0	0							CIVIC/EDUCATIONAL	MIHPF Museum
4	A (Officer's Quarters)	landmark	10,401	10,401							CIVIC/EDUCATIONAL	MIHPF Museum
4	B (Officer's Quarters)	landmark	7,358	7,358							CIVIC/EDUCATIONAL	MIHPF Museum
4	DD1 (Dry Dock)	landmark	NA	NA							CIVIC/EDUCATIONAL	
4	56 (Bandstand)	notable	304	0							CIVIC/EDUCATIONAL	
	Subtotal		82,541	82,541						82,541		
4	45 (School for Apprentices)	notable	8,200	8,200							COMMERCIAL	Visitor-Serving Retail on ground floor, office/live-work above
4	50 (Shop)	notable	8,450	8,450							COMMERCIAL	Visitor-Serving Retail on ground floor, office/live-work above
4	52 (Shop)	notable	21,000	21,000							COMMERCIAL	Visitor-Serving Retail on ground floor, office/live-work above
4	58 (Unknown)	unclassified, non-contrib.	6,270	6,270							COMMERCIAL	Visitor-Serving Retail
4	65 (School for Apprentices)	notable	16,600	16,600							COMMERCIAL	Visitor-Serving Retail on ground floor, office/live-work above
4	99 (Fire House)	notable	1,900	1,900							COMMERCIAL	Visitor-Serving Retail on ground floor, live-work above
4	99A (Fire House Garage)	notable	1,840	1,840							COMMERCIAL	Visitor-Serving Retail on ground floor, live-work above
	Subtotal		64,260	64,260						64,260		
4	255 (Transformer)	component	144								FEATURE	Interpretative Program
4	S33-10 (Bomb Shelter)	component	988								FEATURE	Interpretative Program
4	S33-13 (Bomb Shelter)	component	1,960								FEATURE	Interpretative Program
4	S33-15 (Bomb Shelter)	component	1,310								FEATURE	Interpretative Program
4	S33-17 (Bomb Shelter)	component	1,960								FEATURE	Interpretative Program
4	S33-20 (Bomb Shelter)	component	1,960								FEATURE	Interpretative Program
4	Ways 1 (Ways)	notable	NA								FEATURE	Interpretative Program
4	Ways 2 (Ways)	notable	NA								FEATURE	Interpretative Program
4	Quay (Quay)	notable	NA								FEATURE	Interpretative Program
4	F52 (Ferry Slip)	notable	NA								INFRASTRUCTURE	Transportation Service
4	NEW BLDG 4A						3,133				COMMERCIAL	Visitor-Serving Retail on ground floor, live-work above
	Subtotal					3,133					COMMERCIAL	Visitor-Serving Retail on ground floor, live-work above
4	65 (School for Apprentices)	notable	16,600								RESIDENTIAL	Visitor-Serving Retail on ground floor, live-work above
4	99 (Fire House)	notable	1,900								RESIDENTIAL	Visitor-Serving Retail on ground floor, live-work above
4	108 (Storage)	notable	21,600				21,600					1911; Type R (non-rep); deters landmark reuse, laydown area, hazardous materials require demolition
4	116 (Shop)	notable	5,000				5,000					1905; Type O (rep); deters pedestrian access; demo limited to south lean-to
4	334 (Offices)	notable	22,566				22,566					1918; Type P (non-rep); deters landmark reuse, site access, laydown area
4	C-J (Garage)	notable	460				460					1930; Type B (rep); deters landmark reuse, housing
4	D-G (Garage)	notable	800				800					1943; Type B (rep); deters landmark reuse, housing
4	G-B (Garage)	notable	760				760					1934; Type B (rep); deters landmark reuse, housing
4	H-C (Garage)	notable	216				216					1944; Type B (rep); deters landmark reuse, housing
4	H-D (Garage)	notable	188				188					1919; Type B (rep); deters landmark reuse, housing
4	J-E (Garage)	notable	640				640					1900; Type B (rep); deters landmark reuse, housing
4	516 (Electrical Substation)	component	3,784				3,784					1943; Type E (rep); deters laydown area, hazardous materials require demolition
4	632 (Welding Material Issue Sta)	component	812				812				COMMERCIAL	1933; Type B (rep); deters laydown area, parking
4	834 (Electrical Distribution)	component	400				400					1942; Type E (rep); deters laydown area, parking

Area	Building Number & Function	Historic Bldg. Classification	Existing (Sq Ft)	Reuse Sq Ft Subtotal	New (Sq Ft)	New Sq Ft Subtotal	Reduced (Sq Ft) Due to SA	Demolition	Residential	Total	Land Use	Comments
4	S23-01 (Bomb Shelter)	component	988					648			COMMERCIAL	1942; Type F (rep); deliers street network, part open space
4	S23-02 (Bomb Shelter)	component	648					665				1942; Type F (rep); deliers street network, part open space
4	S33-11 (Bomb Shelter)	component	665					1,635				1942; Type F (rep); deliers street network, part open space
4	S33-12 (Bomb Shelter)	component	1,310					1,310				1942; Type F (rep); deliers street network, part open space
4	S33-14 (Bomb Shelter)	component	1,310					1,310				1942; Type F (rep); deliers street network, part open space
4	S33-16 (Bomb Shelter)	component	1,960					1,960				1942; Type F (rep); deliers street network, parking
4	S33-18 (Bomb Shelter)	component	988					988				1942; Type F (rep); deliers street network, part open space
4	S33-21 (Bomb Shelter)	component	1,960					1,960				1942; Type F (rep); deliers street network, part open space
4	S33-22 (Bomb Shelter)	component	988					988				1942; Type F (rep); deliers street network, part open space
4	S33-23 (Bomb Shelter)	component	2,064					2,064				1942; Type F (rep); deliers street network, part open space
4	S33-25 (Bomb Shelter)	component	988					988				1942; Type F (rep); deliers street network, part open space
4	S33-26 (Bomb Shelter)	component	1,960					1,960				1942; Type F (rep); deliers street network, part open space
4	S33-27 (Bomb Shelter)	component	1,960					1,960				1942; Type F (rep); deliers street network, part open space
4	S33-28 (Bomb Shelter)	component	1,310					1,310				1942; Type F (rep); deliers street network, part open space
4	S33-29 (Bomb Shelter)	component	1,960					1,960				1942; Type F (rep); deliers street network, part open space
4	S33-30 (Bomb Shelter)	component	1,635					1,635				1942; Type F (rep); deliers street network, part open space
	<b>Subtotal</b>			1,800						1,800		
	<b>Subtotal</b>				1,840					1,840	COMMERCIAL	
	<b>AREA TOTAL</b>			300,201	6,662					310,503		
5	Waterfront Industrial Park											
5	112 (office)	unclassified, non-contrib.	24,000								OFFICE/R&D	Portion of Building 112; building also contains Heavy Industrial
5	746 (lab)	unclassified, non-contrib.	28,272								OFFICE/R&D	
	<b>Subtotal</b>			52,272						52,272	OFFICE/R&D	
5	88 (Stable)	landmark	14,210								COMMERCIAL	
	<b>Subtotal</b>			14,210						14,210	COMMERCIAL	
5	106 (Shop)	notable	37,400								LIGHT INDUSTRIAL	
5	106A (Shop)	notable	12,294								LIGHT INDUSTRIAL	
5	114 (Mill)	notable	38,877								LIGHT INDUSTRIAL	
5	150 (Offices)	unclassified, non-contrib.	9,000								LIGHT INDUSTRIAL	Work facility/offices (south of DD 2)
5	542 (Saw Dust Storage)	notable	361								LIGHT INDUSTRIAL	
5	670 (Production Shop)	notable	8,601								LIGHT INDUSTRIAL	
5	672 (Production Shop)	notable	9,400								LIGHT INDUSTRIAL	
5	674 (Production Shop)	notable	8,804								LIGHT INDUSTRIAL	
5	676 ((Pattern Production)	notable	126,862								LIGHT INDUSTRIAL	
5	688 (Valve Testing)	notable	15,284								LIGHT INDUSTRIAL	
5	722 (Laundry)	unclassified, non-contrib.	12,025								LIGHT INDUSTRIAL	Laundry facility
5	750 B153(Paint and Blast)	unclassified, non-contrib.	60,000								LIGHT INDUSTRIAL	
5	1338 (Outbuilding)	unclassified, non-contrib.	6,180								LIGHT INDUSTRIAL	XKT outbldg.
5	DD3 (Drydock)	notable	N/A								N/A	
5	DD4 (Drydock)	notable	N/A								N/A	
5	Quay (Quay)	notable	N/A								N/A	Barge serving
5	BS-2 (Bus Shelter)	component	1,128								N/A	Transportation serving
	<b>Subtotal</b>			345,078						345,078		
5	NEW BLDG 5A				83,084						LIGHT INDUSTRIAL	Replaces Building 738/Reduced due to Additional sf from Bldg. 742
5	NEW BLDG 5B				90,000						LIGHT INDUSTRIAL	
5	NEW BLDG 5C				75,000						LIGHT INDUSTRIAL	
	<b>Subtotal</b>				248,084					248,084		
	<b>Subtotal</b>				193,845					193,845	WAREHOUSE	Replaces 50% of Building 866 Demo in RA 8
5	112	unclassified, non-contrib.	127,000								HEAVY INDUSTRIAL	Portion of Building 112; building also contains Office/R&D
5	118 (Shop)	notable	48,000								HEAVY INDUSTRIAL	sq. footage per arch. Study
5	126	unclassified, non-contrib.	130,400								HEAVY INDUSTRIAL	
5	382 (Subassembly)	notable	30,600								HEAVY INDUSTRIAL	



Area	Building Number & Function	Historic Bldg. Classification	Existing (Sq Ft)	Reuse (Sq Ft)	New (Sq Ft)	New Sq Ft. Subtotal	Reduced (Sq Ft) Due to SA	Demolition	Residential	Total	Land Use	Comments
5	386 (Forge Shop)	notable	84,135	84,135							HEAVY INDUSTRIAL	
5	388 (Structural Shop)	notable	69,800	69,800							HEAVY INDUSTRIAL	
5	390 (Shipping Shop)	notable	183,535	183,535							HEAVY INDUSTRIAL	
5	678 (Foundry)	notable	107,599	107,599							HEAVY INDUSTRIAL	
5	680 (Machine and Optical Shop)	notable	257,750	257,750							HEAVY INDUSTRIAL	
5	742 (Ordinance Machine Shop) See Note	notable	142,524	142,524							HEAVY INDUSTRIAL	Demolished small part to (3,000 sq ft) to improve eastern edge remaining 55,524 sq ft retained but not used?
5	1310	unclassified, non-contrib.	105,600	105,600						1,225,419	HEAVY INDUSTRIAL	
	<b>Subtotal</b>		<b>1,225,419</b>	<b>1,225,419</b>								
	840 (Electrical Substation)	unclassified, non-contrib.	?	0								Utility - Electrical; retained with no identified development reuse
	914 (Sewer Pump Station)	unclassified, non-contrib.	?	0								Utility - Sewer Pump Station; retained with no identified development reuse
5	113 (Storage)	notable	21,130					21,130				1895; Type L (rep); delets site access, parking
5	206 (Rodman Annex Rec Center)	notable	17,900					17,900				1917; Type R (non-rep); delets landmark reuse, street access, parking
5	208 (School for Apprentices)	notable	24,846					24,846				1917; Type R (non-rep); delets landmark reuse, street access, parking
5	109 (Pumphouse #2)	component	2,000					2,000				1940; Type E (rep); delets laydown area
5	180 (Scrap Brass Blis)	component	1,881					1,881				1916; Type K (rep); delets laydown area, parking
5	302 (Offices)	component	2,650					2,650				1917; Type R (non-rep); delets laydown area, parking
5	390A (Women's Latrine)	component	521					521				1942; Type G (rep); delets laydown area, parking
5	592 (Transformer House)	component	144					144				1927; Type E (rep); delets laydown area, site access, parking
5	702 (Pig Metal Storage)	component	7,500					7,500				1941; Type L (rep); delets parking
5	720 (Finger Pliers Service Bldg)	component	6,147					6,147				1941; Type R (non-rep); delets laydown area, parking
5	728 (Electrical Distribution)	component	780					780				1941; Type E (rep); delets laydown area, parking
5	728A (Storage)	component	1,802					1,802				1943; Type K (rep); delets laydown area, parking
5	730 (Electrical Distribution)	component	1,620					1,620				1941; Type E (rep); delets laydown area, parking
5	732 (Electric Distribution Center)	component	3,094					3,094				1941; Type E (rep); delets laydown area, parking
5	738 (Propeller Shop)	component	20,395					20,395				1942; Type O (rep); delets new building site
5	742A (Ordinance Machine Shop)	component	1,452					1,452				1942; Type G (rep); delets street network
5	766 (Office/Latrine)	component	4,200					4,200				1942; Type G (rep); delets laydown area, parking
5	788 (Storage)	component	8,000					8,000				1942; Type K (rep); delets laydown area, parking
5	804 (Wire and Fuel Testing)	component	1,386					1,386				1943; Type O (rep); delets landmark reuse, parking
5	810 (Paint/Rubber Factory)	component	3,525					3,525				1943; Type O (rep); delets landmark reuse, parking
5	822 (Power Station)	component	2,340					2,340				1942; Type E (rep); delets laydown area, parking
5	828 (Power Station)	component	2,706					2,706				1942; Type E (rep); delets laydown area, parking
5	830 (Electrical Substation)	component	1,155					1,155				1942; Type E (rep); delets site access, laydown area, parking
5	858 (Latrine)	component	462					462				1942; Type G (rep); delets street network
5	853 (Bus Shelter)	component	1,128					1,128				1942; Type H (non-rep); delets street network; condition precludes relocation
5	FA-04 (First Aid Station)	component	1,947					1,947				1942; Type F (rep); delets parking
5	S32-05 (Bomb Shelter)	component	665					665				1942; Type F (rep); delets site access, parking
5	S32-06 (Bomb Shelter)	component	1,310					1,310				1942; Type F (rep); delets street network
5	S33-05 (Bomb Shelter)	component	1,960					1,960				1942; Type F (rep); delets site access, laydown area, parking
5	S33-06 (Bomb Shelter)	component	1,960					1,960				1942; Type F (rep); delets site access, laydown area, parking
5	S33-07 (Bomb Shelter)	component	1,635					1,635				1942; Type F (rep); delets site access, laydown area, parking
5	S-34-02 (Bomb Shelter)	component	1,635					1,635				1942; Type F (rep); delets landmark reuse, parking
	<b>AREA TOTAL</b>		<b>1,636,579</b>	<b>1,636,579</b>				<b>149,876</b>		<b>2,072,311</b>		
	<b>North Residential Village</b>											
6	433 (Radio Station)	notable	3,203	3,203							CIVIC/EDUCATIONAL	
6	733 (WAVES Officer's Quarters)	notable	11,128	11,128							CIVIC/EDUCATIONAL	Lord's Fellowship
6	737 (WAVES Subsistence Bldg)	notable	10,704	10,704							CIVIC/EDUCATIONAL	Lord's Fellowship
6	864 (Elementary School)	unclassified, non-contrib.	0	0							CIVIC/EDUCATIONAL	Elementary school - Vallejo Unified School District
6	2000 (Elementary School)	unclassified, non-contrib.	0	0							CIVIC/EDUCATIONAL	Elementary school - Vallejo Unified School District
6	2001 (Elementary School)	unclassified, non-contrib.	0	0							CIVIC/EDUCATIONAL	Elementary school - Vallejo Unified School District
	<b>Subtotal</b>		<b>25,035</b>	<b>25,035</b>								
6	760 (Ancillary Bldg?)	unclassified, non-contrib.	3,180	3,180							COMMERCIAL	Retail
	<b>Subtotal</b>		<b>3,180</b>	<b>3,180</b>							COMMERCIAL	
6	6 (Quarters)	notable	1,583	du							RESIDENTIAL	Existing single family home
6	17 (Quarters)	landmark	1,268	du							RESIDENTIAL	Existing single family home

Area	Building Number & Function	Historic Bldg. Classification	Existing (Sq Ft)	Reuse (Sq Ft)	New (Sq Ft)	New (Sq Ft)	Reduced (Sq Ft) Due to SA	Demolition	Residential	Total	Land Use	Comments
			Sq Ft	Sq Ft	Sq Ft	Sq Ft						
6	19 (Quarters)	landmark	1,400	du					1,400		RESIDENTIAL	Existing single family home, relocated to accommodate new street
6	21 (Quarters)	landmark	1,855	du					1,855		RESIDENTIAL	Existing single family home
6	23 (Quarters)	landmark	1,383	du					1,383		RESIDENTIAL	Existing single family home
6	133 (Civilian Quarters)	notable	2,253	du					2,253		RESIDENTIAL	Existing single family home
6	411 (Quarters)	notable	2,276	du					2,276		RESIDENTIAL	Existing single family home
6	420 (Quarters)	notable	1,918	du					1,918		RESIDENTIAL	Existing single family home
6	429 (Quarters)	notable	1,218	du					1,218		RESIDENTIAL	Existing single family home
6	F (Officer's Quarters)	notable	3,390	du					3,390		RESIDENTIAL	Existing single family home
6	-I (Officer's Quarters)	notable	9,162	du					9,162		RESIDENTIAL	Existing single family home
6	M-7 (Quarters)	notable	1,682	du					1,682		RESIDENTIAL	Existing single family home, relocated to accommodate new street
6	P (Boatswain's House)	notable	2,534	du					2,534		RESIDENTIAL	Existing single family home
6	Q12-Q19/20 (Quarters/duplexes)	10 notables	39,300	du					39,300		RESIDENTIAL	Existing duplexes (10 duplexes with 20 units)
6	S (Officer's Quarters)	notable	2,881	du					2,881		RESIDENTIAL	Existing single family home
6	U (Officer's Quarters)	notable	4,140	du					4,140		RESIDENTIAL	Existing single family home
6	131 (Civilian Quarters)	notable	1,473					1,473				1899: Type A (non-rep); delaters park space
6	231 (Train Maintenance Shed)	notable	11,085				11,085					1918: Type O (rep); delaters street network, site access, housing
6	431 (Quarters)	notable	1,218				1,218					1921: Type A (non-rep); delaters higher density housing type
6	637 (Transportation Repair Facility)	notable	61,229				61,229					1943: Type O (rep); delaters street network, site access; housing
6	6D (Garage)	component	765				765					1916: Type B (rep); delaters housing
6	6E (Garage)	component	70				70					1938: Type B (rep); delaters housing
6	178 (Garage)	component	340				340					1935: Type B (rep); delaters housing
6	17C (Garage)	component	340				340					1930: Type B (rep); delaters housing
6	19A (Garage)	component	440				440					1930: Type B (rep); delaters housing
6	29A (Garage)	component	288				288					1933: Type B (rep); delaters housing
6	29C (Garage)	component	320				320					1932: Type B (rep); delaters housing
6	131A (Garage)	component	280				280					1920: Type B (rep); delaters park open space
6	133B (Garage)	component	600				600					1930: Type B (rep); delaters street network
6	160 (Quarters)	component	1,675				1,675					1941: Type A (non-rep); delaters street network
6	160A (Garage)	component	576				576					1941: Type A (non-rep); delaters street network
6	376A (Enlisted Quarters)	component	3,000				3,000					1920: Type D (non-rep); delaters street network, housing
6	429A (Garage)	component	3,094				3,094					1941: Type C (non-rep); delaters street network, housing
6	435 (Garage/Storage)	component	488				488					1940: Type B (rep); delaters housing
6	475 (Concrete Mixing Plant)	component	2,055				2,055					1922: Type B (rep); delaters street network
6	511 (Garage)	component	2,267				2,267					1934: Type O (rep); delaters street network
6	529 (Motor Vehicle Storage)	component	6,182				6,182					1939: Type B (rep); delaters housing
6	531 (Vehicle Repair)	component	14,400				14,400					1942: Type K (rep); delaters housing
6	563 (Radio Sta. Support Quarters)	component	15,400				15,400					1942: Type O (rep); delaters street network, housing
6	645 (Undergrd Fresh Water Tank)	component	9,679				9,679					1941: Type C (non-rep); delaters street network
6	671 (Electrical Substation)	component	960				960					1943: Type H (non-rep); delaters housing
6	781 (Transformer Station)	component	4,498				4,498					1942: Type E (rep); delaters housing
6	803 (Storage)	component	1,840				1,840					1945: Type K (rep); delaters housing
6	811 (Locomotive Maintenance)	component	1,050				1,050					1944: Type O (rep); delaters street network
6	L-F (Garage)	component notable	420				420					1920: Type B (rep); delaters housing
6	M-7A (Garage)	component	228				228					1916: Type B (rep); delaters housing
6	M-D (Garage)	component notable	546				546					1920: Type B (rep); delaters housing
6	N-H (Garage/Quarters)	component notable	1,092				1,092					1920: Type D (non-rep); delaters housing (incompatible type)
6	O-B (Servant's Quarters)	component notable	721				721					1935: Type A (non-rep); delaters housing (incompatible type)
6	O-F (Garage)	notable	286				286					1900: Type B (rep); delaters street network
6	P-D (Garage)	notable	910				910					1944: Type B (rep); delaters housing
6	QA 1/2 - QA 19/20 (Garage/duplex)	10 components	16,100				16,100					1942: Type C (rep); delaters housing (incompatible type); 10 pairs (20 du)
6	R (Officer's Quarters)	notable	1,507				1,507					1898: Type A (non-rep); delaters housing (incompatible type)
6	R-G (Garage)	component	940				940					1873: Type A (non-rep); delaters housing (incompatible type)
6	S24-0A (Bomb Shelter)	component	432				432					1942: Type F (rep); delaters park open space
6	S-B (Garage)	component	600				600					1935: Type B (rep); delaters street network
6	T-A (Garage)	component notable	458				458					1934: Type B (rep); delaters housing
6	U-B (Garage)	component notable	572				572					1924: Type B (rep); delaters housing
6	U-D (Garage)	component notable	565				565					1920: Type B (rep); delaters housing
<b>AREA TOTAL</b>										<b>28,215</b>		
<b>South Residential Village</b>										<b>170,989</b>		
										<b>28,215</b>		

Area	Building Number & Function	Historic Bldg. Classification	Existing (Sq Ft)	Reuse (Sq Ft)	New (Sq Ft)	New Sq Ft Subtotal	Reduced (Sq Ft) Due to SA	Demolition	Residential	Total	Land Use	Comments
8	NEW BLDG 8A			20,000		20,000				20,000	OFFICER&D	
8	NEW BLDG 8B			8,689		8,689				8,689	CIV/EDUCATIONAL	
	Subtotal					28,469				28,469		
8	8484A (Prison/Warehouse)	2 notables	36,378	du							RESIDENTIAL	22 du in Brig
8	M2 (Officer's Quarters)	landmark	5,238	du					36,378	5,238	RESIDENTIAL	Existing single family home, relocated
8	M-3/M-4 (Officer's Quarters, duplx)	2 landmarks	9,000	du					9,000	9,000	RESIDENTIAL	Existing single family home, relocated
8	M-5 (Officer's Quarters)	landmark	5,713	du					5,713	5,713	RESIDENTIAL	Existing single family home, relocated
8	M-37 (Barracks)	notable	75,000	du					75,000	75,000	RESIDENTIAL	30 du in Marine Barracks
8	103 (Post Office)	notable	5,156	5,156							CIV/EDUCATION	Former Post Office, relocated to Cedar from Area 3B
8	H-4 (Med Officer's Quarters)	notable	1,750	du					1,750	1,750	RESIDENTIAL	Existing single family home
8	H-5 (Med Officer's Quarters)	notable	1,750	du					1,750	1,750	RESIDENTIAL	Existing single family home
8	H-64 (Garage)	notable	651	N/A				651	0	651	RESIDENTIAL GARAGE	
8	M-1 (Marine Officer's Quarters)	landmark	8,772	du					8,772	8,772	RESIDENTIAL	Existing single family home
8	M-1 (Landscape (Officers Quarters))	notable	NA	NA							OPEN SPACE	
8	Palms along Cedar (Landscape)	notable	NA	NA							OPEN SPACE	
8	Parade Ground (Landscape)	notable	NA	NA							OPEN SPACE	
8	Clubhouse Drive Park (Landscape)	notable	NA	NA							OPEN SPACE	
	Subtotal			5,156						5,156		
8	764 (Dental Clinic)	component	10,792					10,792		10,792		1942; Type P (non-rep); delers street network
8	FA-3 (First Aid Station)	component	1,572					1,572		1,572		1942; Type F (rep); delers housing
8	M-1A (Servant's Quarters)	component notable	694					694		694		1938; Type A (non-rep); delers housing (incompatible type)
8	M-1C (Garage)	component notable	680					680		680		1938; Type B (rep); delers housing
8	998 (Electrical Distribution)	component	63					63		63		1938; Type E (rep); delers parking
8	M-31 (Bakery)	component	1,976					1,976		1,976		1941; Type P (non-rep); delers housing
8	M-60 (Bakery)	component	2,745					2,745		2,745		1941; Type B (rep); delers housing
8	M-63 (Garage)	component	7,701					7,701		7,701		1910; Type B (rep); delers housing
8	M-125 (Garage)	component	543					543		543		1942; Type B (rep); delers housing
8	M-126 (Garage)	component	543					543		543		1942; Type B (rep); delers housing
	Subtotal							27,960		27,960		
	AREA TOTAL					28,469				33,623		
9	University Area										OFFICER&D	
9	944 (Office)	unclassified, non-contrib.	13,128	13,128						13,128		
	Subtotal					20,000				20,000		Conference Center
9	NEW BLDG 9A					20,000				20,000	OFFICER&D	
9	Touro University	includes as follows (landmark)	542,890	542,890						542,890	CIV/EDUCATIONAL	4,800 students
9	US Forest Service	(14 notables)										
9	US Army Reserve	(2 components)										
9	H-21 (Paint Locker)	unclassified, non-contrib.	N/A	NA							OUTPARCEL	
9	H-66 (Auxiliary Pump House)	unclassified, non-contrib.	N/A	NA							OUTPARCEL	
9	H-75 (Electrical Distribution)	unclassified, non-contrib.	N/A	NA								
9	H-21 (Paint Locker)	component	575					575		575		1942; Type H (non-rep); delers parking, recreational open space
9	H-66 (Auxiliary Pump House)	component	624					624		624		1922; Type E (rep); delers parking, recreational open space
9	H-75 (Electrical Distribution)	component	121					121		121		1929; Type E (rep); delers parking, recreational open space
	Subtotal					20,000				576,018		
	AREA TOTAL					20,000				576,018		
	South Island Business Park											
10A	782 (Electrical Distribution)	component	1,296	1,296						1,296	LIGHT INDUSTRIAL	
10A	A31 (Magazine)	notable	2,400	2,400						2,400	LIGHT INDUSTRIAL	
10A	A49 & A65 (Ordinance Warehouse)	notable (2)	13,650	13,650						13,650	LIGHT INDUSTRIAL	
10A	A54 (Ammunition Storage)	notable	5,304	5,304						5,304	LIGHT INDUSTRIAL	
10A	A69 (Warehouse)	notable	6,700	6,700						6,700	LIGHT INDUSTRIAL	
10A	A72 (Warehouse)	notable	7,350	7,350						7,350	LIGHT INDUSTRIAL	
10A	A75 (Ammunition Storage)	notable	31,683	31,683						31,683	LIGHT INDUSTRIAL	
10A	A76 (Ammunition Storage)	notable	15,686	15,686						15,686	LIGHT INDUSTRIAL	
10A	A80 (Ammunition Storage)	component	7,836	7,836						7,836	LIGHT INDUSTRIAL	
10A	A130 (Warehouse)	component	19,000	19,000						19,000	LIGHT INDUSTRIAL	

Area	Building Number & Function	Historic Bldg. Classification	Existing (Sq Ft)	Reuse (Sq Ft)	New (Sq Ft)	New Sq Ft Subtotal	Reduced (Sq Ft) Due to SA	Demolition	Residential	Total	Land Use	Comments
10A	A131 (Warehouse)	component	18,411	18,411							LIGHT INDUSTRIAL	
10A	A158 (Bag Change and Filling Hse)	component	9,876	9,876							LIGHT INDUSTRIAL	
10A	A215 (Projectile Processing Pit)	notable	22,500	22,500							LIGHT INDUSTRIAL	
10A	A220 (Ordinance Storage)	component	10,251	10,251							LIGHT INDUSTRIAL	
10A	A221 (Ordinance Storage)	component	10,251	10,251							LIGHT INDUSTRIAL	
10A	A222 (Ordinance Storage)	component	10,251	10,251							LIGHT INDUSTRIAL	
10A	A223 (Ordinance Storage)	component	10,251	10,251							LIGHT INDUSTRIAL	
10A	A224 (Ordinance Storage)	component	10,251	10,251							LIGHT INDUSTRIAL	
10A	A225 (Ordinance Storage)	component	10,251	10,251							LIGHT INDUSTRIAL	
10A	A248 (20 mm Filling House)	notable	14,673	14,673							LIGHT INDUSTRIAL	
10A	A256 (Ordinance Storage)	notable	1,280	1,280							LIGHT INDUSTRIAL	
10A	A258 (Inert Material Storage)	notable	60,000	60,000							LIGHT INDUSTRIAL	
10A	A260 (Electrical Distribution Cent)	component	208	208							LIGHT INDUSTRIAL	
10A	A266 (Joiner & Machine Shop)	notable	71,515	71,515							LIGHT INDUSTRIAL	
10A	A271 (Vacuum System House)	notable	731	731							LIGHT INDUSTRIAL	
10A	A276 (Fire Alarm Tower)	component	N/A	N/A							N/A	
10A	Finger Piers (Berth 24)	notable	N/A	N/A							N/A	
	Subtotal			370,309						370,309		
10A	900 (Warehouse?)	unclassified, non-contrib.	18,270	18,270						18,270	HEAVY INDUSTRIAL	
10A	NEW BLDG 10A			55,000						55,000	HEAVY INDUSTRIAL	
10A	NEW BLDG 10B			55,000						55,000	HEAVY INDUSTRIAL	
	Subtotal			110,000						110,000		
10A	A192 (Electrical Distribution Bldg)	component	135					135				1940; Type E (rep); delars street network
	AREA TOTAL			389,579			573,768			498,579		
Notes:												
BUILDINGS THAT HAVE BEEN RELOCATED OR DEMOLISHED PRIOR TO 2005 SP												
BUILDINGS THAT HAVE BEEN RECLASSIFIED OR RETAINED PER THE 2006 SETTLEMENT AGREEMENT OR CORRECTIONS AS PART OF SPAI												



**PROPOSED CODE TEXT AMENDMENT TO CHAPTER  
16.38 ARCHITECTURAL HERITAGE AND HISTORIC  
PRESERVATION – MARE ISLAND AMENDMENT**

**PROPOSED AMENDMENT TO CHAPTER 16.38 ARCHITECTURAL  
HERITAGE AND HISTORIC PRESERVATION OF  
THE VALLEJO MUNICIPAL CODE  
(CTA #06-0006)**

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Sections 16.38.030 to 16.38.049 of the Vallejo Municipal Code provide regulations related to development within the Mare Island Historic District. The following changes are proposed to reflect the adoption of the 2005 Mare Island Historic Project Guidelines, Appendix B.1 of the 2005 Mare Island Specific Plan Amended and Restated, and the proposed Specific Plan Amendment II Project. These changes are documented in the proposed Ordinance, Attachment 1C to the Staff Report. (Revised 6/07/07)

**II. Mare Island Amendment Historic District**

**16.38.030 Purpose of Mare Island amendment**

The purpose of Section 16.38.30 through 16.38.32 is to establish the sources of regulatory authority which set forth standards, procedures and regulations for contributing resources on the former Mare Island Naval Shipyard (Mare Island). The sources listed in this section are in addition to any other applicable local, state or federal law which may apply.

**16.38.31 Development Review within the Mare Island Historic District**

All new construction, demolition, alteration and relocation of contributing resources, including but not limited to landscaping, signage, and fencing within the Mare Island Historic District, as defined in the Mare Island Specific Plan, shall be subject to the standards, regulations and procedures as contained in the following documents: 1)

The Mare Island Specific Plan/Master Plan, and all of its appendices, particularly:

- a) Appendix B.1 Mare Island Historic District Project Guidelines~~The purpose of the Mare Island amendment (amendment) is to establish standards, procedures and regulations for contributing resources on the former Mare Island Naval Shipyard (Mare Island). These standards, procedures and regulations provide for a balanced approach to preservation consistent with the city's economic development and land-use goals for the successful and expeditious reuse of the island. This amendment implements Stipulation 7, Long Term Preservation Planning, contained in the Memorandum of Agreement for Mare Island's historic properties, as amended. The purpose of this amendment is to:~~
- A. ~~Implement the goals and policies of the Vallejo general plan as they pertain to Mare Island and the goals, standards and procedures of the Mare Island specific plan;~~
- B. ~~Recognize the significance of Mare Island's role in the history of Vallejo, California and United States;~~

- C. — Incorporate contributing resources on Mare Island into the city's regulations and procedures so that these resources will be preserved and protected, and thereby continue to contribute to the city's cultural and aesthetic heritage;
- D. — Encourage the adaptive reuse of contributing resources which is critical to meeting the needs of the community, including economic development, job creation, and additional cultural, educational and recreational opportunities;
- E. — Enhance property values and increase economic benefits to the community through the exploration and implementation of creative incentives for preservation;
- F. — Protect and enhance Mare Island's attraction to tourism and thereby economic development; and
- G. Integrate preservation of contributing resources into public and private development  
(Ord. 1438 N.C.(2d) § 1 (part), 2000; Ord. 1410 N.C.(2d) § 2 (part), 1999.)

**16.38.031 Relationship of Mare Island amendment to Vallejo general plan and Mare Island specific plan; previous environmental review**

**16.38.032 Designation of landmarks**

Additional contributing resources including previously unevaluated or undiscovered resources may be designated as city landmarks by the commission pursuant to Part III of this chapter. Such previously unevaluated or undiscovered resources may be potentially eligible for listing in the California Register of Historical Resources. (Ord. 1410 N.C.(2d) § 2 (part), 1999.)

**16.38.031 Definitions *(Provided in Section 2 of the Historic Project Guidelines.)***

- A. "Amendment" means Chapter 16.38, Part II, Mare Island Amendment, of this Title.
- B. "Aspects of integrity" means the aspects of integrity (location, design, setting, materials, workmanship, feeling, and association) codified in National Register Bulletin 15.
- C. "California Register" means the California Register of Historical Resources.
- D. "CEQA" means the California Environmental Quality Act.
- E. "Certificate of appropriateness" is the approval issued by the planning manager or commission for a construction, alteration and/or relocation project that is in conformance with all the provisions of this chapter prior to the undertaking of the project.
- F. "Certified historic preservation project" means a project certified by the National Park Service for purposes of investment tax credits codified in 36 CFR 67.
- G. "Chief building official" means the chief official of the building division of the development services department or his or her designee.
- H. "City landmark" means those buildings, structures, landscaping, districts and neighborhoods found to have unique historic, architectural, aesthetic or local interest or value and/or are eligible for or listed in the National Register for

Historic Places and/or California Register of Historical Resources, and have been designated as such by the commission.

I. "City of Vallejo Mare Island Historic District" means the district established with the adoption of this amendment. The boundaries of this district are consistent with those of the National Register of Historic Places' Mare Island Historic District

J. "Commission" means city of Vallejo architectural heritage and landmarks commission.

K. "Contributing resource" means a resource that 1) is listed in the National Register of Historic Places as contributing to the character of the Mare Island Historic District, 2) listed on the California Register of Historical Resources, and/or 3) designated as contributing to the character of the city of Vallejo Mare Island Historic District.

L. "Demolition permit" is the approval issued by the commission for a demolition project that is in conformance with all the provisions of this chapter prior to the undertaking of the project.

M. "Exterior architectural appearance" is defined as the architectural character and general composition of the exterior of a building or structure, including, but not limited to, such character defining features as: type and texture of building material; type, design, and character of all windows, doors, stairs, porches, railings, molding and other appurtenant elements.

N. "Interior architectural appearance" means the architectural character and general composition of the interior of a city landmark, including, but not limited to, such character defining features as: rooms and/or spaces; structural elements and archaic building materials which may be concealed within walls, floors and roofs; wall, ceiling and floor finishes; and mechanical, electrical and plumbing fixtures and equipment.

O. "Mare Island Historic District" means the district listed in the National Register for Historic Places in 1997. The boundaries of this district include all parts of the National Historic Landmark listed in 1976.

P. "Mare Island Naval Shipyard Historic District" means the National Historic Landmark designated by the Secretary of Interior in 1976. The National Historic Landmark covers five separate areas: Shipyard Historic District; Shipyard Support District; Naval Ammunition Depot; Hospital District; and U.S. Marine Barracks District.

Q. "Mare Island Specific Plan" means the specific plan prepared pursuant to Chapter 16.104 and Chapter 16.116 of this Title.

R. "Memorandum of Agreement" means the "Memorandum of Agreement Among The United States Navy, The Advisory Council on Historic Preservation and The California State Historic Preservation Officer Regarding the Layaway, Caretaker Maintenance, Leasing, and Disposal of Historic Properties on the Former Mare Island Naval Shipyard, Vallejo, California", dated May 1997 and as amended February 2000. None contributors listed in the Memorandum of Agreement Appendix C are not subject to the provisions of this amendment.

S. "Planning manager" means the manager of the planning division of the development services department or his or her designee. The planning manager or his or her designee shall serve as the secretary to the commission.

T. "Project" means the whole of any action related to new construction, alteration, relocation or demolition of a contributing resource or group of contributing resources.

U. "Project guidelines" means project guidelines for Mare Island contributing resources.

V. "Project site" means the legal parcel on which a project, as defined herein, is located. If no legal parcel exists which either immediately or reasonably surrounds a project, such project site may be determined by the planning manager or commission.

W. "Recordation requirements" means Historic American Buildings Survey (HABS) documentation appropriate to the significance of a contributing resource to be demolished as determined by the commission in consultation with the National Park Service.

X. "Reuse Area 4: Historic District" means the area designated in the city of Vallejo's Mare Island Final Reuse Plan, dated July 1994, as the island's historic area.

Y. "Standards for treatment" means Secretary of the Interior's Standards for Treatment of Historic Properties (U.S. Department of the Interior, 1995).

Z. "Substantial adverse change" means when a project would cause a substantial adverse change in the significance of a contributing resource.

(Ord. 1438 N.C.(2d) § 1 (part), 2000; Ord. 1410 N.C.(2d) § 2 (part), 1999.)

#### **16.38.033 Application of amendment *(No longer Applicable)***

This amendment shall apply to contributing resources on Mare Island when title to these resources is transferred from the U.S. Navy to a non-federal entity. Prior to a transfer of property, and pursuant to the approved economic development conveyance, this amendment shall also apply to contributing resources subject to an executed lease in furtherance of conveyance. (Ord. 1438 N.C.(2d) § 1 (part) 2000; Ord. 1410 N.C.(2d) § 2 (part), 1999.)

#### **16.38.034 Designation of landmarks. *(Moved to Section 15.38.031 above.)***

Effective with adoption of this amendment, all fifty National Historic Landmarks structures, buildings and landscapes on Mare Island, as listed in Exhibit 1, shall be designated as city landmarks. Additional contributing resources including previously unevaluated or undiscovered resources may be designated as city landmarks by the commission pursuant to Part III of this chapter. Such previously unevaluated or undiscovered resources may be potentially eligible for listing in the California Register of Historical Resources. (Ord. 1410 N.C.(2d) § 2 (part), 1999.)

#### **16.38.035 Establishment of the city of Vallejo Mare Island Historic District *(Included in Chapter 2.0 of the Mare Island Specific Plan.)***

Effective with adoption of this amendment, the city of Vallejo Mare Island Historic District, as shown in Exhibit 2, shall be established. This district shall be included

in the Mare Island specific plan. Establishment of this district shall not affect the Mare Island Naval Shipyard Historic District or the Mare Island Historic District. However, Reuse Area 4: Historic District shall be known as Reuse Area 4: Historic Core in the Mare Island specific plan and all other subsequent planning documents. (Ord. 1410 N.C.(2d) § 2 (part), 1999.)

**16.38.036 Project guidelines (Completed as Appendix B.1, Appendix B.2, Appendix B.3 and Appendix B.4.)**

A. The planning manager shall develop project guidelines in consultation with the commission. These project guidelines shall function as the development plan for the city of Vallejo Mare Island Historic District and shall provide specific and detailed standards for each contributing resource by providing recommended and not recommended actions in terms of alteration, new construction, demolition and relocation based on the standards for treatment and determine the project site for each resource or group of resources. These project guidelines shall include the existing designation status for each resource, including identification of those resources designated as city landmarks. These project guidelines shall be developed in consultation with the Office of Historic Preservation and National Park Service.

B. The planning manager shall complete the project guidelines within eighteen months from the effective date of this amendment. Upon completion, the project guidelines shall be reviewed programmatically as required by CEQA, and considered by the commission for recommendation to the city council as an amendment to the Mare Island specific plan.

C. The project guidelines shall be used by the planning manager, commission and other interested persons in the evaluation of projects involving contributing resources. The adoption of these project guidelines does not preclude the need for additional environmental review pursuant to CEQA, for individual projects.

D. Prior to the adoption of project guidelines, the standards of treatment shall be used in their place for the evaluation of projects that include contributing resources.

(Ord. 1438 N.C.(2d) § 1 (part), 2000; Ord. 141 N.C.(2d) § 2 (part), 1999.)

**16.38.037 Certificates of appropriateness (Provided in Section 4.0 of the Historic Project Guidelines.)**

A certificate of appropriateness is required for all alteration, construction and/or relocation projects, except as described in Section 16.38.039. There shall be different levels of review based on the scope of the proposed project. The proposed project shall be judged for compliance with project guidelines developed pursuant to Section 16.38.036. (Ord. 1410 N.C.(2d) § 2 (part), 1999.)

**16.38.038 Certificates of appropriateness—Application contents; time for  
(Provided in Section 4.0 of the Historic Project Guidelines.)**

An application for a certificate of appropriateness shall be on a form prescribed by the commission, and accompanied by plans appropriate to scope of and/or stage of work and historic and existing photographs. An application for a certificate of appropriateness shall be submitted as early as possible in the design process to allow meaningful input regarding environmental and design issues from the planning manager and commission. (Ord. 1410 N.C.(2d) § 2 (part), 1999.)

**16.38.039 Certificates of appropriateness—Types of projects; exceptions**

**(Provided in Section 4.0 of the Historic Project Guidelines.)**

A. A certificate of appropriateness is required for the following types of projects:

1. Construction of a new building or structure, addition to an existing building or structure, within the project site of a contributing resource;
2. Alteration of a contributing resource in any manner which affects the exterior architectural appearance of a building or structure including installation or alteration of any exterior sign;
3. Construction or alteration within the project site of a contributing resource of site features including, but not limited to, landscaping, fencing, walls, paving and grading;
4. Interior alterations of a city landmark; and
5. Relocation of a contributing resource.

B. An application for a certificate of appropriateness may be acted on either administratively by the planning manager or by the commission subject to the following procedures:

1. Administrative decision. Projects to be acted on administratively by the planning manager are those that meet the following criteria:

- a. Consistent with project guidelines developed pursuant to Section 16.38.036; and
- b. Do not include changes to a city landmark or the project site of a city landmark.

The planning manager shall provide to the commission copies of all applications for administrative approval when deemed complete and copies of all administrative decisions when the decision is made.

2. Commission decision. Projects to be referred to and acted on by the commission are those that are:

- a. Inconsistent with project guidelines developed pursuant to Section 16.38.036;
- b. Include relocation of a contributing resource;
- c. Include changes to a city landmark or the project site of a city landmark;
- d. Requested by a member of the commission when such a request is made within five working days of the administrative decision on the project; or
- e. Appeals of administrative decisions.

. Exceptions. The following projects do not require certificates of appropriateness:

1. Painting, routine maintenance or minor repair (as defined in the rules of the commission);

2. Interior alterations of contributing resources which are not city landmarks;
3. Emergency measures of construction, alteration or demolition which are deemed necessary to correct unsafe or dangerous condition of any structure, other feature or part thereof, where such condition has been declared unsafe or dangerous by the chief building official or the fire chief and where measures have been declared necessary by such officials to correct the conditions and where only such measures as are reasonably necessary to correct unsafe or dangerous conditions shall be performed;
4. Memorandum of Agreement Appendix A (1992 Programmatic Agreement, Appendix B, Actions Not Requiring Further Consultation); and
5. National Park Service approved Certified Historic Preservation Projects. The commission shall be notified of such projects by the planning manager and given the opportunity to comment on the project.  
(Ord. 1410 N.C.(2d) § 2 (part), 1999.)

**16.38.040 Certificates of appropriateness—Process (Provided in Section 4.0 of the Historic Project Guidelines.)**

The process for consideration and issuance of certificates of appropriateness shall facilitate expeditious reuse of Mare Island. The planning manager and commission shall seek to expedite review and consider applicant requests for action with priority to the maximum extent feasible.

A. Environmental Review. All projects are subject to environmental review to the extent required by CEQA prior to a decision being made on the project. The commission shall be consulted during the environmental review process for projects that have the potential for substantial adverse changes to contributing resources.

B. Administrative Decision.

1. The planning manager shall review, based on the project guidelines developed pursuant to Section 16.38.036, the application and supporting materials and approve, deny, or conditionally approve the certificate of appropriateness within thirty calendar days following receipt of a completed application.

2. Any person adversely affected by the decision may appeal the administrative decision by filing a written request with the secretary of the commission within ten calendar days of the administrative decision.

C. Commission Decision.

1. An application for a certificate of appropriateness shall be reviewed according to the project guidelines developed pursuant to Section 16.38.036.

2. The commission shall make a decision within forty five calendar days following receipt of a completed application unless the applicant agrees to an extension of time.

3. Any person adversely affected by the commission's decision may appeal the decision to city council by filing a written request with the city clerk within ten calendar days of the commission's action.

D. City Council Decision. Under the terms of an executed lease of furtherance of conveyance, and prior to transfer of title, any certificate of appropriateness



application reviewed and denied by the commission and subsequently appealed to and approved by the city council shall be stayed until the planning manager concludes consultation with the United States Navy on the certificate of appropriateness. Within thirty days of receipt of adequate documentation from the planning manager, should the Navy object to such city council action, the city council action shall be deemed null and void. Should the Navy not object within the thirty day period, the city council action shall be deemed to have full force and effect.

~~(Ord. 1438 N.C.(2d) § 1 (part), 2000; Ord. 1410 N.C.(2d) § 2 (part),~~

~~1999.)~~ **16.38.041 Demolition permits (Provided in Section 5.0 of the Historic Project Guidelines.)**

~~A demolition permit is required for all demolition projects. The proposed project shall be judged for compliance with project guidelines developed pursuant to Section 16.38.036. (Ord. 1410 N.C.(2d) § 2 (part), 1999.)~~

~~**16.38.042 Demolition permits—Application contents; time for submittal of application (Provided in Section 5.0 of the Historic Project Guidelines.)**~~

~~An application for a demolition permit shall be on a form prescribed by the commission and accompanied by plans appropriate to scope of and/or stage of work, historic and existing photographs, and additional supporting materials as required by the planning manager. An application for a demolition permit shall be submitted as early as possible to allow meaningful input regarding environmental issues from the planning manager and commission. (Ord. 1410 N.C.(2d) § 2 (part), 1999.)~~

~~**16.38.043 Demolition permits—Process; findings; mitigation (Provided in Section 5.0 of the Historic Project Guidelines.)**~~

~~A. Process. The process for demolition permits shall facilitate expeditious reuse of Mare Island. The planning manager and commission shall seek to expedite review and consider applicant requests for action with priority to the maximum extent feasible.~~

~~1. All projects involving demolition of a contributing resource are subject to environmental review to the extent required by CEQA prior to a decision being made on the demolition project. The commission shall be consulted during the environmental review process for projects that have the potential for substantial adverse changes to contributing resources.~~

~~2. An application for a demolition permit shall be reviewed according to the project guidelines developed pursuant to Section 16.38.036.~~

3. The commission shall make a decision within forty-five calendar days following receipt of a completed application unless the applicant agrees to an extension of time.

4. Any person adversely affected by the commission's decision may appeal the decision to city council by filing a written request with the city clerk within ten calendar days of the commission's action.

B. Findings. A permit for demolition of a contributing resource shall be issued if the requirements of CEQA have been met and if the commission makes findings that the project substantially meets the following criteria

1. The contributing resource does not meet the National Register aspects of integrity.

2. The contributing resource has not been willfully neglected by the non-federal owner so as to result in its deterioration or abandonment.

3. The proposed project is consistent with the goals and policies of the Mare Island specific plan and complies with project guidelines developed pursuant to Section 16.38.036.

4. The demolition would not cause a substantial adverse change in the National Register of Historic Places and/or California Register of Historical Resources eligibility of Mare Island Historic District.

C. Mitigation Requirement. Reasonable and feasible mitigation identified in compliance with CEQA may be imposed as a condition of demolition at the discretion of the commission. Mitigation may include a requirement for recordation through HABS documentation prior to demolition.

**(Ord. 1410 N.C.(2d) § 2 (part), 1999.) 16.38.044 Demolition of hazardous structures (Provided in Section 5.0 of the Historic Project Guidelines.)**

A hazardous structure that poses an imminent threat to public health or safety, as determined by the chief building official, is exempt from the requirements for demolition of this amendment. If the threat to public health or safety would not be increased, the commission shall be notified of the pending demolition at least five working days prior to the action. Plans for the new construction on the site of the demolition shall comply with the project guidelines for new construction developed pursuant to Section 16.38.036.

**16.38.045 Related regulations (Provided in Section 5.0 of the Historic Project Guidelines.)**

A. California State Historical Building Code (SHBC). SHBC offers alternative measures applicable to qualified historic buildings and structures which help avoid the loss of historic character. The chief building official shall apply SHBC in review and approval of projects involving qualified historic buildings and structures. (California Code of Regulations Part 8, Title 24)

B. Seismic Hazard Identification and Mitigation Program for Unreinforced Masonry Buildings (Chapter 12.07, Vallejo Municipal Code).

C. Mare Island Building and Fire Code Compliance (Chapter 12.50, Vallejo

Municipal Code).  
(Ord. 1410 N.C.(2d) § 2 (part), 1999.)  
No changes.

**16.38.046 Conservation easements (Provided in Section 6.0 of the Historic Project Guidelines.)**

~~Conservation easements of contributing resources may be conveyed to nonprofit or other qualified organizations pursuant to California Civil Code 815. (Ord. 1410 N.C.(2d) § 2 (part), 1999.)~~

~~16.38.047 Mills Act (Provided in Section 6.0 of the Historic Project Guidelines.)  
Owners of qualified contributing resources who agree to comply with certain preservation requirements pursuant to California Revenue and Taxation Code Article 1.9, Sections 439-439.4, Historic Property, may enter into historic property agreements with the city subject to criteria adopted by city council. (Ord. 1410 N.C.(2d) § 2 (part), 1999.)~~

**16.38.048 Duty to keep in good repair (Provided in Section 4.0 of the Historic Project Guidelines.)**

~~The owner of a contributing resource shall keep in good repair all exterior portions of such resource, all interior portions of city landmarks, and all interior portions thereof whose maintenance is necessary to prevent deterioration and decay of any exterior architectural feature. (Ord. 1410 N.C.(2d) § 2 (part), 1999.)~~

**16.38.049 Ordinary maintenance and repair (Provided in Section 4.0 of the Historic Project Guidelines.)**

~~Nothing in this amendment shall be construed to prevent ordinary maintenance or repair of any exterior architectural feature of a contributing resource not involving a change in design, material or external appearance thereof. (Ord. 1410 N.C.(2d) § 2 (part), 1999.)~~

**ADDENDUM  
TO THE SUBSEQUENT  
ENVIRONMENTAL IMPACT REPORT FOR THE  
MARE ISLAND SPECIFIC PLAN  
AMENDED AND RESTATED**

PUBLIC REVIEW DRAFT: JUNE 11, 2007

## **A. INTRODUCTION**

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This document is an Addendum to the Subsequent Environmental Impact Report (SEIR), State Clearinghouse #2003092057 for the 2005 Mare Island Specific Plan Amended and Restated (2005 Specific Plan), which was certified by the Vallejo City Council in November 2005. The purpose of the Addendum is to disclose and discuss any potential environmental impacts associated with a proposed amendment to the 2005 Specific Plan and an amendment to Chapter 16.38 Architectural Historic Preservation Ordinance of the Vallejo Municipal Code. The project encompasses amendments to both documents and is referenced as "SPA II" in this Addendum.

Pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15164, an Addendum to a previously-certified EIR may be prepared by the Lead Agency when a proposed action will not lead to a new significant effect or a significant effect being substantially more severe than shown in the previous EIR. CEQA requires that the decision making body consider the Addendum with the Final EIR prior to making a decision on the project. As further described in Section C of this document, the City has determined that the proposed SPA II will result in none of the conditions described in Section 15162 of the CEQA Guidelines requiring the preparation of a Subsequent EIR, and the preparation of this Addendum is the appropriate environmental review document required by CEQA.

## **B. PROJECT DESCRIPTION**

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### **Project Location and Setting**

Mare Island occupies approximately 5,250 acres within the City of Vallejo. The Island is bounded by the San Pablo Bay to the west, Carquinez Strait to the southwest, Mare Island Strait to the northeast, with the mainland further east, and a series of sloughs and marshlands and Highway 37 to the north. Mare Island generally encompasses 1,400 acres of dry uplands and 3,800 acres of wetlands, submerged lands and inactive dredged material disposal ponds.

Mare Island Naval Shipyard closed operation as a naval facility in 1996. The Shipyard was listed as a National Historic Landmark (NHL) in 1975, which includes four specific land areas and 50 buildings, all of which still remain in existence. A larger portion of the former Shipyard contains 502 historic structures that are Contributing Resources to the Mare Island Historic District, which was listed in the National Register in 1997.

### **Project Background and Previous Environmental Review**

In 1993 prior to closure of the Shipyard, the City of Vallejo conducted a community-based planning process for the potential reuse of Mare Island as a civilian area of the City. This effort resulted in the development of the Final Mare Island Reuse Plan (Reuse Plan), which identified 13 Reuse Areas for Mare Island, as well as wetlands and dredge ponds areas on the west side of the Island. The Reuse Plan described the desired character of each Reuse Area and the potential redevelopment opportunities. The City Council accepted the Final Mare Island Reuse Plan in July 1994 and certified an Environmental Impact Statement/Environmental Impact Report (EIS/EIR) for the Disposal and Reuse of Mare Island Naval Shipyard in 1998.

In 1999 the City Council adopted the Mare Island Specific Plan (1999 Specific Plan) as the implementation document for the Reuse Plan after approving an Addendum to the 1998 EIS/EIR. The 1999 Specific Plan included additional detail regarding land use policies, allowable land uses and development standards. Amendments to the City of Vallejo Municipal Code (V.M.C.) Zoning Ordinance and General Plan were also made to address policies related to the treatment of the historic resources, and to ensure consistency with the 1999 Specific Plan.

The City selected Lennar Mare Island (Lennar) as the Master Developer of approximately 650 acres of uplands on Mare Island, and in 2001 entered into a Development Agreement (DA) with Lennar to provide a binding mechanism to ensure the timely, efficient, and orderly development of the area. In December 2005, the City Council approved Lennar's proposal to amend and restate the 1999 Mare Island Specific Plan and adopted the 2005 Mare Island Specific Plan Amended and Restated (2005 Specific Plan). The 2005

Specific Plan covers the entire Island and generally consists of a development program similar to that in the 1999 Specific Plan as well as the 1994 Mare Island Final Reuse Plan. The primary changes from the 1999 Specific Plan included an additional 2.7 million square feet of development potential; more detailed development policies; elimination of a third access point from the mainland to the Island, via the Southern Crossing; and inclusion of the Historic Project Guidelines. The adopted 2005 Specific Plan replaces and supersedes the 1999 Specific Plan.

Pursuant to the requirements of the California Environmental Quality Act (CEQA), the City Council certified a Final Subsequent Environmental Impact Report (SEIR) for the 2005 Specific Plan on November 29, 2005. The SEIR identified and analyzed the significant impacts associated with the incremental change in intensity and distribution of land uses on Mare Island from the 1999 Specific Plan, as described in the 2005 Specific Plan. The SEIR concluded that the incremental change would result in unavoidable adverse impacts in cultural resources, transportation, air quality, and noise categories. Three project alternatives were also analyzed that included a No Project Alternative, Historic Preservation Alternative, and the Reuse Area 1A Increased Development Alternative.

The SEIR identified mitigation measures to lessen the severity of potential adverse environmental impacts, some of which would not reduce the impacts to a level of insignificance. While most of the mitigation measures were incorporated as part of the approved project, several were rejected by the City Council as infeasible. The Council concluded that although the 2005 Specific Plan would result in adverse environmental impacts that cannot be avoided even with the incorporation of all feasible mitigation measures into the project, the anticipated economic, social, technological or other benefits of the project outweighed the unavoidable adverse effects, and such effects were considered acceptable. Pursuant to Public Resources Code Section 21081 and CEQA Guidelines Section 15093, the City Council adopted a Statement of Overriding Considerations for the 2005 Specific Plan and SEIR. A Mitigation Monitoring Program was also adopted. The SEIR is available at the City of Vallejo Planning Division and is incorporated herein by reference.

## **Proposed SPA II**

Lennar and the City propose to amend the 2005 Specific Plan and the V.M.C. regarding policies generally related to historic resources on Mare Island. The purpose of the amendment is to address commitments made by Lennar regarding impacts of the 2005 Specific Plan "Development Plan" on historic resources, pursuant to a Settlement Agreement between Lennar, the National Trust for Historic Preservation (NTHP), the Vallejo Architectural Heritage Foundation (VAHF) and the City of Vallejo. During the public review process for the 2005 Specific Plan and SEIR, representatives of the NTHP and VAHF had expressed concerns regarding the Development Plan's impacts to historical resources. To address their issues, Lennar entered into negotiations with the NTHP, VAHF, and City, and in April 2006, a Settlement Agreement between the above parties was approved by City Council and executed. The Settlement Agreement commits

Lennar to apply for an amendment to the 2005 Specific Plan to ensure that the negotiated terms of the Settlement Agreement are implemented. In June 2006, Lennar submitted an application for the subject Specific Plan Amendment.

The City Planning Division also proposes to include additional changes to the 2005 Specific Plan that address issues raised since its adoption in December 2005, and to incorporate appropriate mitigation measures identified in the SEIR adopted by City Council. Minor editorial and formatting changes to enhance the documents are included as well.

The proposed SPA II includes the following:

1. Reclassification of 15 historic resources to upgrade their level of significance. Appendix B.1 Historic Project Guidelines provides the regulatory process for the reuse, rehabilitation, relocation, and demolition of historic resources on Mare Island. The Guidelines have established three classifications of historic buildings: City Landmarks (Highly Significant); Notable Resources (Individually Significant); and Component Resources (Not Individually Significant). The criteria to demolish historic buildings on Mare Island are based on their individual classification. Under the approved 2005 Specific Plan, 183 Contributing Resources would be demolished. This affects 154 Components and 29 Notable Resources. No Landmark Resources would be demolished under the 2005 Specific Plan. The proposed amendment would upgrade 15 of the Components to Notable Resources, thus the requirements to demolish those buildings would be more restrictive.
2. Retention of nine historic resources originally approved for demolition and reuse of two historic resources with no designated use. As stated above, under the approved plan, 183 Contributing Resources would be demolished, and of that number, 29 are classified as a Notable Resource. SPA II would retain nine additional buildings classified as a Notable Resource and approved for demolition, which would decrease the total number of Notables that would be demolished. In addition, two buildings also classified as Notable Resources with no reuse activity identified in the 2005 Specific Plan, would be reused. Thus, fewer Notable Resources would be demolished.
3. Additional criteria and standards to demolish historic resources. The Historic Project Guidelines provides regulatory procedures and required criteria to demolish a Contributing Resource. These criteria are intended to ensure that the Master Developer or property owner has evaluated all possible reuse options for the structures. SPA II would include additional criteria required to demolish a Notable Resource. This generally includes a relocation and reuse analysis, an approved development permit for a replacement project, a financial analysis to determine that the replacement project is feasible, and that the project can commence within six months of all City approvals, and the appropriate level of HABS (Historic American Buildings Survey)



documentation. As agreed, SPA II would specifically exclude Contributing Resources within Reuse Areas 2A, 2B, and 3A from the additional demolition criteria.

4. Land use restrictions related to the inactive dredge ponds. As part of a separate agreement with the Master Developer and a third party, the City committed to restricting land uses within the inactive dredge pond areas on Mare Island to activities compatible with managed wetlands, open space or conservation, and to not allow the reactivation of the dredge ponds as a commercial activity.
5. Clarification of building standards for new residential subdivisions. The redevelopment of Mare Island includes new housing development that requires review and processing of residential subdivision applications. While Chapter 4 Urban Design Guidelines of the 2005 Specific Plan addresses most issues related to residential development, SPA II would incorporate additional standards. These include the requirement that all accessory structures, patios, trellises, etc. for single-family homes be subject to setback requirements as established in the development permit approved for the subject subdivision; that all additions to single-family homes, including enclosed porches, be subject to development review; and that garage conversions and construction of carports be prohibited in the residential areas.
6. Incorporation of applicable mitigation measures identified in the SEIR and adopted by the City Council. To minimize the impact of the 2005 Specific Plan on historic resources, the SEIR identified two mitigation measures that as proposed, would be included as criteria to demolish an historic resource. The mitigation measures generally call for the preparation of a relocation and reuse analysis before the demolition of a Notable Resource, and preparation of a cultural landscape evaluation prior to carrying out any work within any of the ten historic landscapes on Mare Island.
7. Other minor text amendments. In addition to the above-described amendments, the City has also proposed to make minor non-substantive editorial and formatting changes to enhance the documents. These changes would not affect the approved Development Plan or policies for implementing the 2005 Specific Plan.
8. Amendments to the Vallejo Municipal Zoning Code related to historic resources on Mare Island. Chapter 16.38 Architectural Heritage and Historic Preservation Chapter of the V.M.C. requires the development of Historic Project Guidelines for the preservation and treatment of Mare Island historic resources. Given the adoption of the 2005 Specific Plan, which included the incorporation of Appendix B.1 Historic Project Guidelines, the V.M.C. would be amended to delete this requirement and include appropriate references to the Historic Project Guidelines for consistency.

## C. SCOPE OF THE ADDENDUM

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This Addendum to the 2005 SEIR examines the potential environmental impacts associated with the proposed SPA II, which includes amendments to the V.M.C. The Addendum has been prepared pursuant to the requirements of CEQA and in accordance with the CEQA Guidelines, and is intended to inform the public and the City Council of potential environmental impacts that may occur with the adoption of the proposed SPA II.

*CEQA Guidelines* Section 15164 provides authority for use of an addendum to document the basis for a lead agency's decision not to require a Subsequent or Supplemental EIR for a project that is already adequately analyzed in an existing certified EIR. That section states, in pertinent part:

- a. The lead agency or responsible agency shall prepare an addendum to a previously certified EIR if some changes or additions are necessary but none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred ...
- b. An addendum need not be circulated for public review but can be included in or attached to the final EIR or adopted negative declaration.
- c. The decision making body shall consider the addendum with the final EIR or adopted negative declaration prior to making a decision on the project.
- d. A brief explanation of the decision not to prepare a subsequent EIR pursuant to Section 15162 should be included in an addendum to an EIR, the lead agency's findings on the project, or elsewhere in the record. The explanation must be supported by substantial evidence.

As noted above, the lead agency's decision to use an addendum must be supported by substantial evidence that none of the following conditions that would trigger the preparation of a Subsequent EIR, as provided in Section 15162, are present. That section limits the requirement for preparation of a Subsequent EIR to the following situations, presented below in pertinent part:

- a. Substantial changes are proposed in the project, which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects, or a substantial increase in the severity of previously identified significant effects;

- b. Substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR or Negative Declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or
- c. New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete ... shows [that]: The project will have ...significant effects not discussed in the previous EIR...[or] Significant effects previously examined will be substantially more severe than shown in the previous EIR.

SPA II would not trigger preparation of a Subsequent EIR, under conditions set forth in CEQA Guidelines Section 15162 for the following reasons:

- a. The proposed SPA II does not represent a substantial change from the 2005 Specific Plan. The retention and reuse of additional historic buildings would decrease the loss of historic resources. While it would increase the total amount of non-residential building area analyzed as part of the SEIR, Lennar has proposed to reduce the square footage of new buildings in the SPA II Preliminary Master Development Plan as part of the amendment, thereby maintaining the total amount of development as the 2005 Specific Plan. This change is noted in SPA II Appendix E and Chapter 3, Land Use Element. The remaining amendments would affect the process by which historic resources could be demolished and policy changes regarding land use, development standards and minor edits to the documents, including demolition criteria, elimination of the dredge ponds as an allowed activity, development standards, incorporation of applicable mitigations measures, and editorial changes, none which represent a significant change over the 2005 Specific Plan.

The proposed SPA II would lessen the environmental effects of the 2005 Specific Plan by reducing the number of historic resources that would be demolished and reducing the amount of new construction.

- b. SPA II contains no substantial changes that would require major revisions to the 2005 SEIR due to the involvement of significant environmental effects or a substantial increase in the severity of previously identified significant effects. While SPA II involves several changes regarding historic structures on Mare Island, these changes would not result in new or substantially increased impacts to the historic resources individually or the Historic District. The proposed changes affecting dredge ponds, and the incorporation of standards for new residential subdivisions, mitigation measures from the SEIR, and non-substantive text changes would not

affect the total amount of development analyzed and approved for the 2005 Specific Plan, and would therefore not result in new or substantially increased environmental effects previously identified in the SEIR.

- c. No new information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous SEIR was certified as complete, and the proposed SPA II would not have significant effects not discussed in the previous SEIR. The purpose of the Settlement Agreement was to address the impacts of the 2005 Development Plan on historic resources. The remaining elements regarding the dredge ponds, new residential subdivisions, mitigation measures and non-substantive text changes proposed as part of SPA II would not affect the environmental analysis. Therefore, there are no mitigation measures or alternatives which are considerably different from those analyzed in the SEIR that would substantially reduce the environmental effects related to the project.

### **Environmental Analysis**

The following is a complete list and analysis of the significant and mitigable impacts and the significant unavoidable impacts identified in the SEIR. In this case, the proposed project is in reference to the 2005 Mare Island Specific Plan. (A complete description, analyses and associated mitigation measures are contained in the SEIR.) No new significant impacts will result from the proposed SPA II.

#### **A. Cultural Resources**

##### **Impact A.1: The proposed demolition of Contributing Resources would diminish the integrity of the Mare Island Historic District.**

The proposed SPA II would lessen the impact of the project to the Historic District. The proposed retention of nine additional Contributing Resources programmed for demolition, and reuse of two additional Contributing Resources that had no designated reuse activity would decrease the number of buildings that would be demolished and increase the number of historic structures that would remain present in the Historic District, furthering the preservation of the Historic District. SPA II would also reclassify 15 Contributing Resources from a Component to a Notable classification and required additional and more restrictive criteria to demolish a Notable Resource to ensure all reasonable reuse and relocation options have been assessed.

##### **Impact A.2: The proposed demolition of Notable Resources would impact each of these Contributing Resources at the level of the individual resource.**

The proposed SPA II would lessen the impact of those Contributing Resources that would be retained, reused and reclassified. Nine historic resources programmed for demolition buildings would be retained and would therefore no longer be impacted by 2005 Specific Plan. The added level of review and criteria

required to demolish a Notable Resource would reduce the impact to the individual resources by requiring a reuse and relocation analysis to determine if demolition is the only feasible option.

Impact A.3: The proposed project would contribute to the cumulative impacts on Mare Island historical resources.

The proposed SPA II would lessen the cumulative impacts on Mare Island historical resources. As noted above, nine historic resources programmed for demolition buildings would be retained in SPA II and would therefore not be impacted by 2005 Specific Plan. This reduces the cumulative impact on historic resources.

**B. Traffic**

Impact B.6: The full buildout of the proposed project would increase demand for public transit service to an area that is not currently served by transit.

The proposed SPA II project would not affect the total amount of development on Mare Island as defined in the 2005 Specific Plan, nor buildout of the project and would therefore not result in any new or increased impacts related to the use of public transit.

Impact B.10: Traffic generated by full buildout of the proposed project would cause levels of service to degrade to unacceptable levels on one roadway segment in the long-term 2020 Future Baseline Plus Project scenario.

The proposed SPA II project would not affect the buildout of the project and would therefore not result in any new or increased impacts related traffic.

Impact B.11: Traffic generated by full buildout of the proposed project with the 2020 Baseline would cause several impacts to study intersections and roadway segments that are significant and unavoidable.

The proposed SPA II project would not affect the buildout of the project and would therefore not result in any new or increased impacts related traffic.

**C. Air Quality**

Impact C.2: Operation including occupation and use of the development would cause long-term traffic-related emissions of ozone precursors and particulate matter.

The proposed SPA II project would not affect the buildout of the project and would therefore not result in any new or increased impacts related traffic-related air-quality issues.

**D. Noise**

**Impact D.5: Traffic would cause noise increases at locations near sensitive land uses.**

The proposed SPA II project would not affect the buildout of the project and would therefore not result in any new or increased impacts related to traffic or noise.

## **D. CONCLUSION**

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The proposed SPA II is intended lessen the environmental impacts by retaining, reclassifying, and reusing additional historic resources than under the 2005 Specific Plan. Changes to the V.M.C. would provide consistency between the Mare Island Specific Plan and Chapter 16.38 of the V.M.C. and would not affect the physical environment. Based on the environmental analysis supported by substantial evidence provided in this Addendum, the City concludes that the proposed SPA II does not require major changes to the 2005 Specific Plan and the proposed changes do not rise to the level of change that require a Subsequent EIR. The City concludes, as set forth in this Addendum, that no new significant or substantially more severe environmental effects would result from the proposed SPA II. The City also determines that none of the criteria in CEQA Guidelines Section 15162 are present and therefore no subsequent EIR or additional CEQA compliance is required for the adoption of SPA II

**CONSOLIDATED COMMENTS  
FROM THE NATIONAL TRUST FOR HISTORIC  
PRESERVATION AND VALLEJO ARCHITECTURAL  
HERITAGE FOUNDATION  
RECEIVED AT MAY 17, 2007 PUBLIC HEARING**



Consolidated Comments Memo, May 17, 2007

Points:

NTHP/VAHF Comments	City of Vallejo Response	VAHF Comments (5/7/07)
<p>The word "Guidelines" is used interchangeably to mean both the Design Guidelines and the Historic Project Guidelines—perhaps they should be recognized with different, consistent titles from the outset of each document that remain consistent.</p>	<p><i>The intent is not to use the word "Guidelines" interchangeably. The Historic Project Guidelines are referenced as such in both the subject document and Chapter 2 of the Specific Plan document, and the Design Guidelines are referenced as such in both documents</i></p>	<p>This matter was resolved in the April 19, 2007 Draft.</p>
<p>Following up on this point about confusion between the Guidelines, it seems that at the introductory portion of the Historic Project Guidelines, at page 7 under section 1.3, the applicability and use and scope of the Design Guidelines should be referenced, perhaps even with a chart, showing applicable locations (e.g., NHL area 12).</p>	<p><i>The document has been reformatted to define the Design Guidelines for the Historic District in Section 1.3.5</i></p>	<p>Revision has been made.</p>
<p>The HP Guidelines should be referenced as applicable to eligible as well as listed historic resources (e.g., section 2.4.2.).</p>	<p><i>The classification system established for resources on Mare Island involved an extensive process that included the identification of all of the "Contributing Resources" to the Mare Island Historic District, as listed in the National Register, and the classification of each of these resources as provided in the Specific Plan. The reformatted Historic Project Guidelines provides the process to reclassify the resources in Section 2.3.1; however, we do not believe it was the City's nor</i></p>	<p>Many State and Federal laws apply to historic resources based on eligibility for the National Register, regardless of current designation. Some progress has been made in the documents.</p> <p>Note: While the Agreement stipulated certain points as a "must address" items, it did not limit discussion to those items. The language stipulates "shall include topics such as"; this is not limiting language.</p>

<p>As an addition to the HP Guidelines, we propose that they provide that notice of any proposed COA for Mare Island shall be posted on the City website and emailed to the VAHF and members of the Landmark Commission within two days of filing.</p>	<p><i>This request was not addressed as part of the Settlement Agreement. In addition, public notices are only required for projects considered by the AHLC and are prepared and distributed one-week prior to the meeting. Notices are not posted on the City's web site for any Commission or for the City Council, nor are notices emailed to Commissioners or Council members. With limited staff, we do not believe this is a reasonable request.</i></p>	<p>The City website already has a page listing current and upcoming commission and council meetings with their agendas, as well as archived agendas and video tape footage, it should provide the same public access to information regarding the AHLC, a regulatory agency.</p> <p>Staff has assured VAHF that the all future AHLC meetings will be included on the City's webpage. While VAHF and the NTHP still feel that the current method of noticing projects is inadequate, it is not within the scope of the documents under review to stipulate such process.</p>
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	<i>Lennar's intent to readdress any of the buildings on Mare Island whereby additional buildings would be added as eligible resources. In addition, the Settlement Agreement does not require the suggested revision.</i>	
There is also a document-wide confusion about the use of the words "structures" and "buildings" and those should be defined and used appropriately.	<i>The document has been revised to provide this distinction</i>	Staff and VAHF have worked together to resolve this issue. Language is clarified in the May 17, 2007 draft to the satisfaction of VAHF.
The applicability of the California State Historic Building Code to all projects affecting historic resources on Mare Island should be referenced throughout the documents in appropriate sections. (Again, we are willing to provide a red-lined document that includes suggested reference points. The section discussing the SHBC should refer to the California Building Code definitions, which may change over time. The section should reference structures, sites, and buildings rather than just structures. (Page 17, 2.4.2.) Thus, the first sentence should read "Structures, sites, and buildings...".	<i>The reformatted document provides a discussion of the California State Historic Building Code in Chapter 4, the Development Plan and Review Process, Section 4.7 explaining how the Building Code would apply to projects within the Historic District.</i>	Staff and VAHF have worked together to resolve this issue. Language is clarified in the May 17, 2007 draft to the satisfaction of VAHF.
There are also confusing references to a single "Historic District" when in fact there are three districts: a National Historic Landmark District, a National Register of	<i>While the distinction between the three districts is important background information, with the exception of the NHL District Areas, the review process is the same. To eliminate confusion to the average user of this</i>	Staff and VAHF have worked together to resolve this issue. Language is clarified in the May 17, 2007 draft to the satisfaction of VAHF.

<p>Historic Places District, and a City District. While the latter two districts share boundaries, the NHL is smaller. At page 21, this should be discussed in section 3.3. (which title should be plural Districts). It would be helpful if each district should be listed and explained, and then referenced with the appropriate title throughout.</p>	<p><i>document, Chapter 2 Definitions in the revised document has been modified to include that the National Register and City Districts are referred to as the "Mare Island Historic District", which also includes the National Historic Landmark District Areas.</i></p>	
<p>The demolition criteria need an additional section explaining that the NHL "features" (trees, sidewalks, roads, structures [cranes, fences, cultural landscape features) require oversight pursuant to the MOA which transferred authority to the Landmarks Commission from the Keeper of the Register. Our understanding is that City staff reviews proposed alterations to see how important the issue is, whether landscape designated, etc. As provided in the Design Guidelines, a proposed minor change of a character-defining feature within the NHL can be approved over the counter, with notice to the Commission; other proposed changes go to the Commission for approval. This should be explained in the HP Guidelines.</p>	<p><i>This request was not addressed as part of the Settlement Agreement. However, to clarify, the MOA transferred the oversight authority to the AHLC of the City of Vallejo as the keeper of the NHL, and was amended to include all of the Mare Island Historic District, listing the Contributing Resources to the District as an Attachment. In our review of the document, it did not specifically call out any provisions for the "character defining features within the NHL". Section 4.1 of the reformatted Project Guidelines has been revised to include "Alteration of a project within a NHL District Area requires a COA from the AHLC". If it is determined that the features mentioned in your comment are "character defining features", then the Secretary of Interior Standards will be applied.</i></p>	<p>The MOA stipulates that all parties involved comply with State and Federal laws and Section 106. The requirements for an NHL are set at a higher standard for an NHL, and these documents fail to comply with this. This has been mentioned repeatedly throughout the negotiation process.</p> <p>While the Agreement stipulated certain points as a "must address" items, it did not limit discussion to those items. The language stipulates "shall include topics such as"; this is not limiting language.</p>



PUB  
HRG B

**Agenda Item No.**

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**COUNCIL COMMUNICATION**

**Date:** July 10, 2007

**TO:** Honorable Mayor and Members of the City Council  
**FROM:** Gary A. Leach, Public Works Director *GL*  
**SUBJECT:** CONSIDERATION OF A RESOLUTION APPROVING THE PUBLIC HEALTH GOAL REPORT 2007

**BACKGROUND**

Public water systems serving more than 10,000 service connections must prepare a brief, written report in plain language by July 1, 2007 that gives information on the detection of any contaminants above the Public Health Goals (PHGs) published by the OEHHA and MCL goals published by the USEPA. A public hearing is required to accept and respond to public comment on the report.

Our triennial report, covering 2004 through 2006, is attached. Although our water system met all of the health based drinking water standards and maximum contaminant levels required by the California Department of Health Services and USEPA during the past three years, the public health goals were exceeded for two of the 93 constituents for which public health goals have been established. The public health goals exceeded were coliform bacteria, which has a public health goal of zero and Radium-228 which has a public health goal of 0.019 pCi/L.

Our coliform results are typically very low, if not zero, and well within the drinking water standards. Our highest coliform presence in the past three years was 1.25% positive, and the allowable standard is 5%. Coliform bacteria are found everywhere in nature and are not generally considered harmful. In addition, the testing procedure for coliform can be expected to periodically produce "false positives" from air, dust or a variety of other sources. It is not at all unusual for a system to have an occasional positive sample.

Radium-228 is naturally occurring and although it was detected at a level of 1.58 pCi/L, this is well below the drinking water standard of 5 pCi/L for Radium-226+228 combined.

We plan to continue our best management practices which include continuing our cross-connection control program, maintaining a chlorine residual throughout the majority of the distribution system, operating a distribution system flushing program and maintaining positive pressures throughout our distribution system.



The Public Health Goal Report 2007 has been available for review at the John F. Kennedy Library, reference desk; the Public Works Dept., 4<sup>th</sup> floor City Hall; the City Clerk's Office, 3<sup>rd</sup> floor City Hall; and the Water Administration Office, 202 Fleming Hill Road.

### Fiscal Impact

The proposed actions can be undertaken, or have already been specifically budgeted, within the adopted FY2007/2008 budget appropriations.

### RECOMMENDATION

Staff recommends adopting the resolution approving the Public Health Goal Report 2007.

### ENVIRONMENTAL REVIEW

No environmental review is required for the Council to take the recommended action.

### PROPOSED ACTION

Approve the resolution approving the Public Health Goal Report 2007.

### DOCUMENTS AVAILABLE FOR REVIEW

- a. A resolution approving the Public Health Goal Report 2007
- b. Public Health Goal Report 2007

### CONTACT PERSONS

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[gleach@ci.vallejo.ca.us](mailto:gleach@ci.vallejo.ca.us)

JULY 10, 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 has prepared a Public Health Goal Report by July 1, 2007, as required under state law; and

WHEREAS, the Public Health Goals Report 2007 was available for public review at three Vallejo locations and proper legal notice was given of the public hearing; and

WHEREAS, the public has been provided an opportunity to comment on the report.

NOW, THEREFORE, BE IT RESOLVED that the Council of the City of Vallejo approves the Public Health Goal Report 2007.

JULY 10, 2007

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**CITY OF VALLEJO  
UTILITIES DEPARTMENT  
WATER DIVISION**

July 1, 2007

City of Vallejo – Public Water System 4810007  
Report on Vallejo's Water Quality Relative to Public Health Goals

Prepared by: City of Vallejo Laboratory Staff

Purpose: This report was prepared to satisfy the requirements of Section 116470  
of the California Health and Safety Code



## CITY OF VALLEJO - PUBLIC WATER SYSTEM 4810007

### REPORT ON VALLEJO'S WATER QUALITY RELATIVE TO PUBLIC HEALTH GOALS

#### **Background:**

Provisions of the California Health and Safety Code, Section 116470 Consumer Confidence Report, (Attachment No. 1) specify that water systems serving more than 10,000 connections prepare a special report on or before July 1, 2007, if their water quality measurements have exceeded any Public Health Goals (PHGs). PHGs are non-enforceable goals established by the California EPA's Office of Environmental Health Hazard Assessment (OEHHA). The law also requires that where OEHHA has not adopted a PHG for a constituent, the water suppliers are to use the Maximum Contaminant Level Goal (MCLG) adopted by the USEPA. Only constituents which have a California primary drinking water standard and for which either a PHG or MCLG has been set are to be addressed. (Attachment No. 2 is a list of all regulated constituents with the MCLs and PHGs or MCLGs.)

There are a few constituents that are routinely detected in water systems at levels usually well below the drinking water standards for which no PHG nor MCLG has yet been adopted by OEHHA or USEPA including Total Trihalomethanes and Total Haloacetic acids. These will be addressed in future reports after PHGs are adopted.

If a constituent was detected in the City's water supply between 2004 and 2006 and exceeds an applicable PHG or MCLG, this report provides the information required by law. Included is the numerical public health risk associated with the MCL and the PHG or MCLG, the category or type of risk to health that could be associated with the constituent, the best treatment technology available that could be used to reduce the constituent level, and an estimate of the cost to install treatment if it is appropriate and feasible.

#### **What are PHGs?**

PHGs are set by the California Office of Environmental Health Hazard Assessment (OEHHA) which is part of Cal-EPA and are based solely on public health considerations, unlike the enforceable Maximum Contaminant Levels (MCLs), the highest level of a contaminant that is allowed in drinking water, which are based on a number of factors. None of the practical risk management factors that are considered by the USEPA or the California Department of Health Services (CDHS) in setting drinking water standards (MCLs) are considered in setting the PHGs. These factors include analytical detection capability, treatment technology available, benefits and costs. The PHGs are not enforceable and are not required to be met by any public water system. MCLGs are the federal equivalent of PHGs.

### **Water Quality Considered:**

All of the water quality data collected by the City system between 2004 and 2006 for purposes of determining compliance with drinking water standards was considered. This data was summarized in our 2004, 2005 and 2006 Annual Water Quality Reports which have been mailed to all of our customers. (Attachment No. 3)

### **Guidelines Followed:**

The Association of California Water Agencies (ACWA) formed a workgroup which prepared guidelines for water utilities to use in preparing these newly required reports. The ACWA guidelines were used in preparation of this report. No guidance was available from state regulatory agencies.

### **Best Available Technology and Cost Estimates**

Both the USEPA and CDHS adopt what are known as BATs or Best Available Technologies which are the best known methods of reducing contaminant levels to the MCL. Costs can be estimated for such technologies. However, since many PHGs and all MCLGs are set much lower than the MCL, it is not always possible or feasible to determine what treatment is needed to further reduce a constituent downward to or near the PHG or MCLG, many of which are set at zero. In some cases, installing treatment to try and further reduce very low levels of one constituent may have adverse effects on other aspects of water quality.

### **Constituents Detected That Exceed a PHG or an MCLG:**

The following is a discussion of constituents that were detected in our drinking water source at levels above the MCLG.

#### **Coliform Bacteria:**

During 2004, 2005 and 2006; between 154 and 193 samples were collected from the City distribution system each month for coliform analysis. Occasionally, a sample was found to be positive for coliform bacteria but check samples were negative and follow up actions were taken. Of these samples, a maximum of 0.0% in 2004, 0.6% in 2005 and 1.25% in 2006 were positive in any month.

The MCL for coliform is 5% positive samples per month and the MCLG is zero. The reason for the coliform drinking water standard is to minimize the possibility of the water containing pathogens which are organisms that cause waterborne disease. Because coliform is only a surrogate indicator of the potential presence of pathogens, it is not possible to state a specific numerical health risk. While USEPA normally sets MCLGs "at a level where no known or anticipated adverse effects on persons would occur", they indicate they cannot do so with coliforms.

Coliform bacteria are indicator organisms that are found everywhere in nature and are not generally considered harmful. They are used because of the ease of monitoring and analysis. If a positive sample is found, it indicates a potential problem that needs to be investigated and follow up sampling done. It is not at all unusual for a system to have an

occasional positive sample. It is difficult, if not impossible; to assure that a system will never have a positive sample.

We add chlorine at our treatment plant to ensure that the water served is microbiologically safe. The chlorine residuals are carefully controlled to provide the best health protection without causing the water to have undesirable taste and odor or increasing the disinfection by-product level. This careful balance of treatment processes is essential to continue supplying our customers with safe drinking water.

Other equally important measures that we have implemented include: an effective cross-connection control program, maintenance of a chlorine residual throughout the majority of the system, an effective monitoring and surveillance program and maintaining positive pressures in our distribution system. Our system has already taken all of the steps described by CDHS as "best available technology" for coliform bacteria in Section 64447, Title 22, California Code of Regulations.

**Radium-228:**

The MCLG for Radium-228 is 0.019 picoCuries per liter (pCi/L). The California MCL or drinking water standard for Radium-226+228 (combined) is 5 pCi/L. Radium-228 is naturally occurring and was detected at the entry to the distribution system at a level of 1.58 pCi/L. The category of health risk associated with Radium-228, and the reason that a drinking water standard was adopted for it, is that some people who drink water containing Radium-228 in excess of the MCL over many years may have an increased risk of getting cancer. The numerical health risk for a MCLG of 0.019 pCi/L and the California MCL of 5 pCi/L are estimated to be one excess cancer case per million people and three excess cancer cases per 10,000 people, respectively. The BAT for Radium-228 to lower the level below the MCLG is either Ion Exchange or Reverse Osmosis. The annual cost to reduce Radium-228 in treated water to less than 0.019 pCi/L would be approximately \$36M (including annualized capital and operation and maintenance costs).

The following tables summarize the contaminants found that exceeded the PHG or MCLG (Table 1) and the health risk categories and cancer risk values associated with those specific contaminants (Table 2).

Table 1: Contaminants in the City of Vallejo water supply found to exceed state Public Health Goals (PHG) or federal Maximum Contaminant Level Goals (MCLG)

Contaminant (units of measure)	PHG (MCLG)	MCL	2004 Range and Avg	2005 Range and Avg	2006 Range and Avg
Total Coliform (Percentage of positive samples)	(Zero)	No more than 5% of monthly samples may be positive	None detected (ND)	Range = ND -- 0.6%, Avg = ND	Range = ND -- 1.25 %, Avg = ND
Radium 226 (pCi/L)*	0.05	Ra 226 +Ra 228 = 5	Not Analyzed	Not Analyzed	ND
Radium 228 (pCi/L)*	0.019		Not Analyzed	Not Analyzed	1.58

\*New regulations required first time sampling for Radium 226 and Radium 228 by year 2007.

Table 2: Health Risk Categories and Cancer Risk Values for Contaminants with California PHGs or federal MCLGs. Data provided by the California Office of Environmental Health Hazard Assessment

Contaminant	Health Risk Categories <sup>1</sup>	California PHG or federal (MCLG) <sup>2</sup>	Cancer Risk at PHG or (MCLG) <sup>3</sup>	California MCL	Cancer Risk at California MCL
Total Coliform	Can't be established	(zero)	none	No more than 5% of monthly samples may be positive	none
Radium-226	carcinogenicity cancer	0.05 pCi/L	$1 \times 10^{-6}$	5 pCi/L	$1 \times 10^{-4}$
Radium-228	carcinogenicity cancer	0.019 pCi/L	$1 \times 10^{-6}$	5 pCi/L as combined Ra <sup>226+228</sup>	$3 \times 10^{-4}$

<sup>1</sup>Health risk category based on experimental animal testing data evaluated in the U.S. EPA MCLG document or California MCL document unless otherwise specified.

<sup>2</sup>MCLG = maximum contaminant level goal established by U.S. EPA.

<sup>3</sup>Cancer Risk = theoretical 70-year lifetime excess cancer risk at the statistical confidence limit. Actual cancer risk may be lower or zero. Cancer risk is stated in terms of excess cancer cases per million (or fewer) population, e.g.,  $1 \times 10^{-6}$  means one excess cancer case per million people;  $5 \times 10^{-5}$  means five excess cancer cases per 100,000 people.

### RECOMMENDATIONS FOR FURTHER ACTION:

The drinking water quality of the City system meets all State of California Department of Health Services and USEPA drinking water standards set to protect public health. To further reduce the levels of the constituents identified in this report that are already significantly below the health-based Maximum Contaminant Levels established to provide "safe drinking water", additional costly treatment processes would be required. The effectiveness of the treatment processes to provide any significant reductions in constituent levels at these already low values is uncertain. The health protection benefits of these further hypothetical reductions are not at all clear and may not be quantifiable. Therefore, no action is proposed.

### ATTACHMENTS:

- No. 1 Excerpt from California Health & Safety Code: Section 116470
- No. 2 Table of Regulated Constituents with MCLs, PHGs or MCLGs
- No. 3 City of Vallejo Water Quality Reports 2004, 2005 and 2006 (sent to all water customers)

## ATTACHMENT NO. 1

*NOTE: This publication is meant to be an aid to the staff of the CDHS Drinking Water Program and cannot be relied upon by the regulated community as the State of California's representation of the law. The published codes are the only official representation of the law. Refer to the published codes whenever specific citations are required.*

### Health and Safety Code §116470

(a) As a condition of its operating permit, every public water system shall annually prepare a consumer confidence report and mail or deliver a copy of that report to each customer, other than an occupant, as defined in Section 799.28 of the Civil Code, of a recreational vehicle park. A public water system in a recreational vehicle park with occupants as defined in Section 799.28 of the Civil Code shall prominently display on a bulletin board at the entrance to or in the office of the park, and make available upon request, a copy of the report. The report shall include all of the following information:

- (1) The source of the water purveyed by the public water system.
- (2) A brief and plainly worded definition of the terms "maximum contaminant level," "primary drinking water standard," and "public health goal."
- (3) If any regulated contaminant is detected in public drinking water supplied by the system during the past year, the report shall include all of the following information:
  - (A) The level of the contaminant found in the drinking water, and the corresponding public health goal and primary drinking water standard for that contaminant.
  - (B) Any violations of the primary drinking water standard that have occurred as a result of the presence of the contaminant in the drinking water and a brief and plainly worded statement of health concerns that resulted in the regulation of that contaminant.
  - (C) The public water system's address and phone number to enable customers to obtain further information concerning contaminants and potential health effects.
- (4) Information on the levels of unregulated contaminants, if any, for which monitoring is required pursuant to state or federal law or regulation.
- (5) Disclosure of any variances or exemptions from primary drinking water standards granted to the system and the basis therefor.

(b) On or before July 1, 1998, and every three years thereafter, public water systems serving more than 10,000 service connections that detect one or more contaminants in drinking water that exceed the applicable public health goal, shall prepare a brief written report in plain language that does all of the following:

- (1) Identifies each contaminant detected in drinking water that exceeds the applicable public health goal.
- (2) Discloses the numerical public health risk, determined by the office, associated with the maximum contaminant level for each contaminant identified in paragraph (1) and the numerical public health risk determined by the office associated with the public health goal for that contaminant.
- (3) Identifies the category of risk to public health, including, but not limited to, carcinogenic, mutagenic, teratogenic, and acute toxicity, associated with exposure to the contaminant in drinking water, and includes a brief plainly worded description of these terms.
- (4) Describes the best available technology, if any is then available on a commercial basis, to remove the contaminant or reduce the concentration of the contaminant. The public water system may, solely at its own discretion, briefly describe actions that have been taken on its own, or by other entities, to prevent the introduction of the contaminant into drinking water supplies.

*NOTE: This publication is meant to be an aid to the staff of the CDHS Drinking Water Program and cannot be relied upon by the regulated community as the State of California's representation of the law. The published codes are the only official representation of the law. Refer to the published codes whenever specific citations are required.*

(5) Estimates the aggregate cost and the cost per customer of utilizing the technology described in paragraph (4), if any, to reduce the concentration of that contaminant in drinking water to a level at or below the public health goal.

(6) Briefly describes what action, if any, the local water purveyor intends to take to reduce the concentration of the contaminant in public drinking water supplies and the basis for that decision.

(c) Public water systems required to prepare a report pursuant to subdivision (b) shall hold a public hearing for the purpose of accepting and responding to public comment on the report. Public water systems may hold the public hearing as part of any regularly scheduled meeting.

(d) The department shall not require a public water system to take any action to reduce or eliminate any exceedance of a public health goal.

(e) Enforcement of this section does not require the department to amend a public water system's operating permit.

(f) Pending adoption of a public health goal by the Office of Environmental Health Hazard Assessment pursuant to subdivision (c) of Section 116365, and in lieu thereof, public water systems shall use the national maximum contaminant level goal adopted by the United States Environmental Protection Agency for the corresponding contaminant for purposes of complying with the notice and hearing requirements of this section.

(g) This section is intended to provide an alternative form for the federally required consumer confidence report as authorized by 42 U.S.C. Section 300g-3(c).

ATTACHMENT NO. 2  
CALIFORNIA MCLs AND PHGs AND FEDERAL MCLGs  
2007

PARAMETERS/ CONSTITUENTS	Units	STATE MCL	DLR	PHG or (MCLG)
<b>INORGANICS</b>				
ALUMINUM	mg/L	1	0.05	0.6
ANTIMONY	mg/L	0.006	0.006	0.020
ARSENIC	mg/L	0.05 <sup>a</sup>	0.002	0.000004**
ASBESTOS	fibers/L	7 million	0.2 million	(7 million)
BARIUM	mg/L	1	0.1	2
BERYLLIUM	mg/L	0.004	0.001	0.0001
CADMIUM	mg/L	0.005	0.001	0.00004**
CHROMIUM	mg/L	0.05	0.01	withdrawn***
CHROMIUM 6	mg/L			
COPPER (at-the-tap; 90th percentile)	mg/L	AL=1.3	0.05	0.17
CYANIDE	mg/L	0.15	0.1	0.15
FLUORIDE	mg/L	1.4-2.4	0.1	1
LEAD (at-the-tap; 90th percentile)	mg/L	AL=0.015	0.005	0.002
MERCURY	mg/L	0.002	0.001	0.0012
NICKEL	mg/L	0.1	0.01	0.012
NITRATE [as N]	mg/L	10	0.4	10
NITRATE [as NO3]	mg/L	45	2	45
NITRITE [as N]	mg/L	1	0.4	1
SELENIUM	mg/L	0.05	0.005	(0.05)
THALLIUM	mg/L	0.002	0.001	0.0001
<b>ORGANICS</b>				
ACRYLAMIDE	TT	TT		(0)
ALACHLOR	mg/L	0.002	0.001	0.004
ATRAZINE	mg/L	0.001	0.001	0.00015
BENTAZON	mg/L	0.018	0.002	0.2
BENZENE	mg/L	0.001	0.0005	0.00015
BENZO (a) PYRENE	mg/L	0.0002	0.0001	0.000004
BROMATE	mg/L	0.01	0.0050	(0)
CARBOFURAN	mg/L	0.018	0.005	0.0017
CARBON TETRACHLORIDE	mg/L	0.0005	0.0005	0.0001
CHLORDANE	mg/L	0.0001	0.0001	0.00003
CHLORITE	mg/L	1	0.02	(0.8)
CHLOROETHENE [VINYL CHLORIDE]	mg/L	0.0005	0.0005	0.00005
CIS-1,2-DICHLOROETHYLENE	mg/L	0.006	0.0005	0.1**
2,4-D	mg/L	0.07	0.01	0.07
DALAPON	mg/L	0.2	0.01	0.79
DIBROMOCHLOROPROPANE [DBCP]	mg/L	0.0002	0.00001	0.0000017
1,2-DICHLOROBENZENE [ORTHO]	mg/L	0.6	0.0005	0.6
1,4-DICHLOROBENZENE [PARA]	mg/L	0.005	0.0005	0.006
1,1-DICHLOROETHANE [1,1-DCA]	mg/L	0.005	0.0005	0.003
1,2-DICHLOROETHANE [1,2-DCA]	mg/L	0.0005	0.0005	0.0004
1,1-DICHLOROETHENE [1,1-DCE]	mg/L	0.006	0.0005	0.01
DICHLOROMETHANE	mg/L	0.005	0.0005	0.004
1,2-DICHLOROPROPANE	mg/L	0.005	0.0005	0.0005
1,3-DICHLOROPROPENE	mg/L	0.0005	0.0005	0.0002
DI (2-ETHYLHEXYL) ADIPATE	mg/L	0.4	0.005	0.2
DI (2-ETHYLHEXYL) PHTHALATE	mg/L	0.004	0.003	0.012
DINOSEB	mg/L	0.007	0.002	0.014
DIOXIN [2,3,7,8 - TCDD]	mg/L	3x10 <sup>-8</sup>	5x10 <sup>-9</sup>	(0)
DIQUAT	mg/L	0.02	0.004	0.015
ENDOTHALL	mg/L	0.1	0.045	0.58
ENDRIN	mg/L	0.002	0.0001	0.0018
EPICHLOROHYDRIN	TT			(0)
ETHYLBENZENE	mg/L	0.3	0.0005	0.3
ETHYLENE DIBROMIDE [EDB]	mg/L	0.00005	0.00002	0.00001
GLYPHOSATE	mg/L	0.7	0.025	1.0
HEPTACHLOR	mg/L	0.00001	0.00001	0.000008

CALIFORNIA MCLs AND PHGs AND FEDERAL MCLGs  
2007

PARAMETERS/ CONSTITUENTS	Units	STATE MCL	DLR	PHG or (MCLG)
HEPTACHLOR EPOXIDE	mg/L	0.00001	0.00001	0.000006
HEXACHLOROBENZENE	mg/L	0.001	0.0005	0.00003
HEXACHLOROCYCLOPENTADIENE	mg/L	0.05	0.001	0.05
LINDANE	mg/L	0.0002	0.0002	0.000032
METHOXYCHLOR	mg/L	0.03	0.01	0.03
METHYL TERTIARY BUTYL ETHER (MTBE)	mg/l	0.013	0.003	0.013
MOLINATE	mg/L	0.02	0.002	none
MONOCHLOROBENZENE	mg/L	0.07	0.0005	0.2
OXAMYL	mg/L	0.05	0.02	0.05
PENTACHLOROPHENOL	mg/L	0.001	0.0002	0.0004
PICLORAM	mg/L	0.5	0.001	0.5
POLYCHLORINATED BIPHENYLS [PCBs]	mg/L	0.0005	0.0005	(0)
SILVEX [2,4,5-TP]	mg/L	0.05	0.001	0.025
SIMAZINE	mg/L	0.004	0.001	0.004
STYRENE	mg/L	0.1	0.0005	(0.1)
1,1,2,2-TETRACHLOROETHANE	mg/L	0.001	0.0005	0.0001
TETRACHLOROETHYLENE [PCE]	mg/L	0.005	0.0005	0.00006
THIOBENCARB	mg/L	0.07	0.001	0.07
TOLUENE	mg/L	0.15	0.0005	0.15
TOXAPHENE	mg/L	0.003	0.001	0.00003
TRANS-1,2-DICHLOROETHYLENE	mg/L	0.01	0.0005	0.06**
1,2,4-TRICHLOROBENZENE	mg/L	0.005	0.0005	0.005
1,1,1-TRICHLOROETHANE [1,1,1-TCA]	mg/L	0.2	0.0005	1.0**
1,1,2-TRICHLOROETHANE [1,1,2-TCA]	mg/L	0.005	0.0005	0.0003**
TRICHLOROETHYLENE [TCE]	mg/L	0.005	0.0005	0.0008
TRICHLOROFLUOROMETHANE (FREON 11)	mg/L	0.15	0.005	0.70
TRICHLOROTRIFLUOROETHANE (FREON 113)	mg/L	1.2	0.01	4.0
TRIHALOMETHANES, TOTAL [THMs]	mg/L	0.1	0.0005	none
XYLENES [SUM OF ISOMERS]	mg/L	1.750	0.0005	1.8
<b>MICROBIOLOGICAL</b>				
COLIFORM % POSITIVE SAMPLES	%	5		(zero)
CRYPTOSPORIDIUM*		TT		(zero)
GIARDIA LAMBLIA		TT		(zero)
LEGIONELLA		TT		(zero)
VIRUSES		TT		(zero)
<b>RADIOLOGICAL</b>				
ALPHA ACTIVITY, GROSS	pCi/L	15	3	(zero)
BETA ACTIVITY, GROSS	pCi/L	4 mrem/yr	4	(zero)
RADIUM 226	pCi/L	5	1	0.05**
RADIUM 228	pCi/L	5	1	0.019**
STRONTIUM 90	pCi/L	8	2	0.35**
TRITIUM	pCi/L	20000	1000	400**
URANIUM	pCi/L	20	2	0.43

MCL = Maximum Contaminant Level

MCLG = Maximum Contaminant Level Goal

\*Surface Water Systems Only

\*\*PHG revised, MCL to be reviewed and may also be revised.

PHG = Public Health Goal

DLR = Detection Limit for Reporting purposes; set by DHS

TT = Treatment Technique

\*\*\*Total Chromium PHG withdrawn-awaiting revised PHG for Chromium 6

a - USEPA adopted an arsenic level of 10 ppb that became effective in California on Jan. 23, 2006.

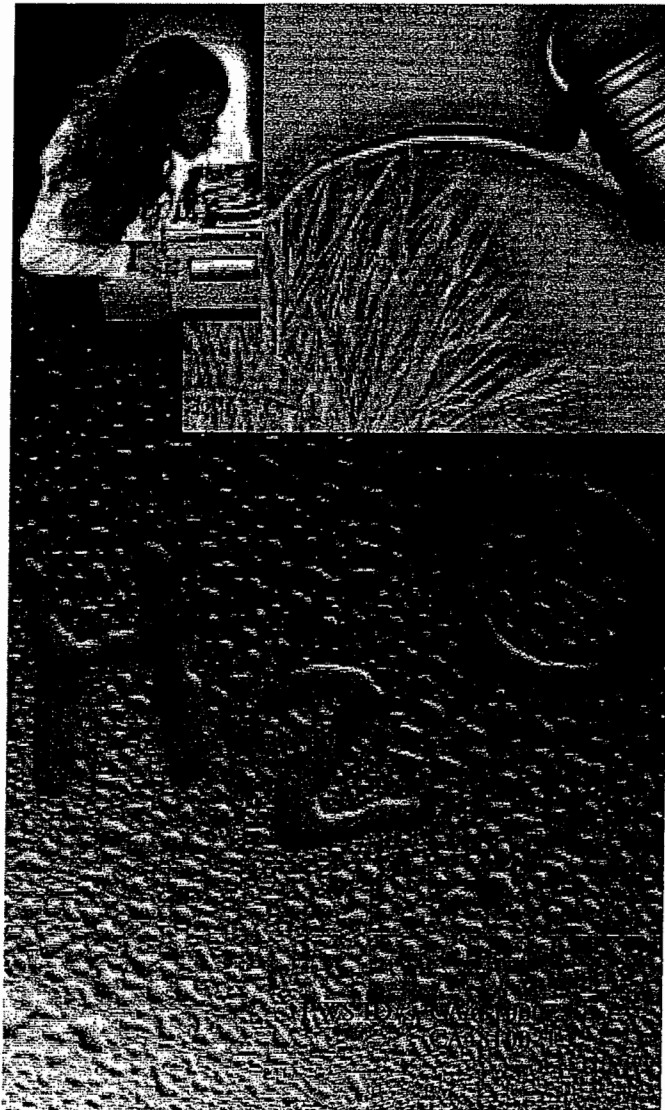


*Proudly Presented By:*



# City of Vallejo Annual Water Quality Report

*Water testing performed in 2004*



## How Is My Water Treated and Purified?

At the Fleming Hill Treatment Plant, the treatment process consists of a series of steps. First, raw water is drawn from the Cordelia Reservoir or the Summit Reservoir and sent to a pre-ozonation contactor, where ozone is applied to aid the downstream processes. The water then goes to mixing basins where coagulants are added. The addition of these substances causes small particles to adhere to one another (called floc) making them heavy enough to settle into a basin from which sediment is removed. Following sedimentation, ozone is again applied to act as a disinfectant and an oxidizing agent to remove color, taste and odor. At this point, the water is filtered through layers of granular activated carbon and sand. As smaller, suspended particles are removed, turbidity disappears and clear water emerges. Chlorine is added as a precaution against any bacteria that may still be present. Finally, caustic soda (used to adjust the final pH and alkalinity), and fluoride (used to prevent tooth decay) are added before the water is pumped to sanitized reservoirs and into your home or business.

## Community Participation

You are invited to participate in our public forum and voice your concerns about your drinking water. The Solano County Water Agencies meet the second Thursday of each month at 7:00 p.m. at the Solano Irrigation District Headquarters, 508 Elmira Road, in Vacaville. Please feel free to participate in these meetings.



*Este informe contiene información muy importante sobre su agua potable. Tradúzcalo o hable con alguien que lo entienda bien.*

*Ang ulat na ito ay nagtataglay ng mahalagang impormasyon. Ang kumpletong salin nito sa wikang Pilipino ay matatagpuan sa aming Web site sa [www.ci.vallejo.ca.us](http://www.ci.vallejo.ca.us). Kung nais ninyong makipagusap sa kinauukulan na may kaalaman ukol sa ulat na ito, mangyari lamang na tauwagan si jun malit sa telepono (707) 648-4309.*



## Continuing Our Commitment

Once again we proudly present our annual water quality report. This edition covers all testing completed from January through December 2004. As in the past, we are committed to delivering the best quality drinking water. To that end, we remain vigilant in meeting the challenges of source water protection, water conservation, and community education while continuing to serve the needs of all of our water users.

For more information about this report, or for any questions relating to your drinking water, please call Nancy Dodsworth, Laboratory Chemist, at (707) 649-3472.

## Important Health Information

Some people may be more vulnerable to contaminants in drinking water than the general population. Immunocompromised persons such as persons with cancer undergoing chemotherapy, persons who have undergone organ transplants, people with HIV/AIDS or other immune system disorders, some elderly, and infants can be particularly at risk from infections. These people should seek advice about drinking water from their health care providers. The U.S. EPA/CDC (Centers for Disease Control) guidelines on appropriate means to lessen the risk of infection by *Cryptosporidium* and other microbial contaminants are available from the Safe Drinking Water Hotline at (800) 426-4791.



## Substances That Might Be In Drinking Water

The sources of drinking water (both tap water and bottled water) include rivers, lakes, streams, ponds, reservoirs, springs, and wells. As water travels over the surface of the land or through the ground, it dissolves naturally occurring minerals and, in some cases, radioactive material, and can pick up substances resulting from the presence of animals or from human activity.

In order to ensure that tap water is safe to drink, the U.S. EPA and the California Department of Health Services (CDHS) prescribe regulations that limit the amount of certain substances in water provided by public water systems. CDHS regulations also establish limits for contaminants in bottled water, which must provide the same protection for public health. Drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some substances. The presence of contaminants does not necessarily indicate that water poses a health risk.

Substances that may be present in source water include:

**Microbial Contaminants**, such as viruses and bacteria, which may come from sewage treatment plants, septic systems, agricultural livestock operations, and wildlife;

**Inorganic Contaminants**, such as salts and metals, which can be naturally occurring or result from urban stormwater runoff, industrial or domestic wastewater discharges, oil and gas production, mining, or farming;

**Pesticides and Herbicides**, which may come from a variety of sources such as agriculture, urban stormwater runoff, and residential uses;

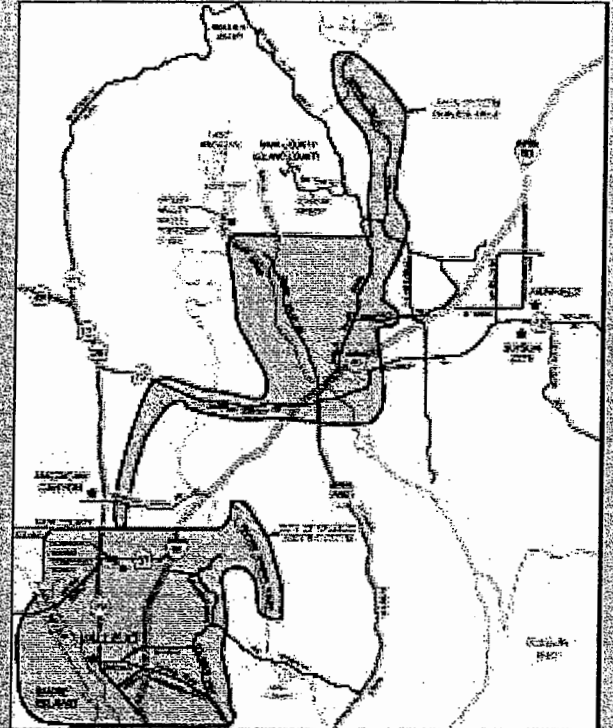
**Organic Chemical Contaminants**, including synthetic and volatile organic chemicals, which are by-products of industrial processes and petroleum production, and which can also come from gas stations, urban stormwater runoff, and septic systems;

**Radioactive Contaminants**, which can be naturally occurring or may be the result of oil and gas production and mining activities.

More information about contaminants and potential health effects can be obtained by calling the U.S. EPA's Safe Drinking Water Hotline at (800) 426-4791.

## Where Does My Water Come From?

City of Vallejo customers are fortunate because we enjoy an abundant water supply from four sources. Water from the Solano Water Project is impounded in Lake Berryessa and transported by way of the Putah South Canal to Cordelia. State Water Project water is delivered to Lake Oroville and runs through the Sacramento River to the North Bay Aqueduct Pumping Facility at Barker Slough, where it is pumped to the Department of Water Resources (DWR) Forebay at Cordelia. Vallejo's State License Water also comes from Barker Slough. Lake Curry is a standby source for the City System located in Napa County. It will be utilized as soon as conveyance facilities are in place. Water from any or all of these sources is then pumped from Cordelia to the Fleming Hill Water Treatment Plant located on the hilltop above Six Flags Marine World. Vallejo also has three sources of water for its Lakes System that serves Gordon Valley, Old Cordelia, Green Valley and parts of American Canyon and Suisun Valley. Solano Project Water is delivered from Lake Berryessa via the Putah South Canal. Lakes Frey and Madigan are located in northern Solano County. The city owns both lakes and the surrounding land and restricts any activity that would result in contamination. Water flows into Lake Frey from Lake Madigan. Water from Lake Frey and the Putah South Canal is pumped from the Diversion Dam above the plant to the Green Valley Water Treatment Plant located at the end of Green Valley Road. During brief periods of construction or emergency repairs, Lakes System customers may be served by the Waterman Treatment Plant located in the City of Fairfield. For a copy of their water quality report call (707) 428-7594.



## Source Water Assessments and Vulnerability Summaries

Source	Most Vulnerable Activities	Moderately Vulnerable Activities	Contact
Lake Frey	Illegal body contact*	Other animal	Erik
	Wild animal access*	operations	Nugteren
	Agricultural drainage*	Wildfires	(707) 648-4307
Putah South Canal	Illegal activities/ Dumping	Road/Streets	Alex Rabidoux
	Herbicide applications	Storm drain discharge	(707) 455-1106
		Recreational area	
North Bay Aqueduct	Grazing animals*	Runoff from	Erik
	Runoff from grazing land*	agricultural land	Nugteren
			(707) 648-4307

\*Associated with detected contaminants

Source Water Assessments evaluate the quality of the water used as drinking water supplies for local communities. The assessment examines activities associated with the specific waterway and surrounding areas to determine their contribution to contamination. These potential contributors are then compiled into a Vulnerability Summary. Vulnerability Summaries were completed for the Putah South Canal and Lake Frey in 2001 and for the Sacramento Delta in 2002. The results of the Source Water Assessments and information about how to obtain copies of them are summarized in the adjacent table.

# Sampling Results

During the past year we have taken thousands of water samples in order to determine the presence of any radioactive, biological, inorganic, volatile organic or synthetic organic contaminants. The table below shows only those contaminants that were detected in the water. Although the majority of the substances listed here are under the Maximum Contaminant Level (MCL), we feel it is important that you know exactly what was detected and how much of the substance was present in the water. The state requires us to monitor for certain substances less than once per year because the concentrations of these substances do not change frequently. In these cases, the most recent sample data are included, along with the year in which the sample was taken.

## PRIMARY DRINKING WATER STANDARD (Regulated in order to protect against possible adverse health effects)

SUBSTANCE (UNITS)	YEAR SAMPLED	MCL (MRDL)	PHG (MCLG) (MRDLG)	Valley System Treated Water		Lakes System Treated Water		MBA Raw Water		SID Raw Water		Lakes Key Raw Water		TYPICAL SOURCE	
				AMOUNT DETECTED	RANGE LOW-HIGH	AMOUNT DETECTED	RANGE LOW-HIGH	AMOUNT DETECTED	RANGE LOW-HIGH	AMOUNT DETECTED	RANGE LOW-HIGH	AMOUNT DETECTED	RANGE LOW-HIGH		AMOUNT DETECTED
Aluminum (ppm)	2004	1	0.6	ND	ND	0.130	0.130-0.130	NA	NA	NA	NA	NA	NA	No	Erosion of natural deposits; residue from some surface water treatment processes
Chlorine (ppm)	2004	[4.0 (as Cl <sub>2</sub> )]	[4 (as Cl <sub>2</sub> )]	0.67	ND-1.58	0.39	ND-1.35	NA	NA	NA	NA	NA	NA	No	Drinking water disinfectant added for treatment
Control of DBP precursors (TOC) (ppm)	2004	TT>1	NA	2.4	1.8-2.4	1.1	0.5-1.1	NA	NA	NA	NA	NA	NA	Yes <sup>2</sup>	Various natural and manmade sources
Fluoride (ppm)	2004	2	1	1.43 <sup>1</sup>	0.03-1.43 <sup>1</sup>	0.12	0.05-0.12	0.16	0.08-0.16	0.19	0.08-0.19	0.07	0.03-0.07	No	Water additive which promotes strong teeth
Gross Alpha particle Activity (pCi/L)	2002	15	NA	NA	NA	NA	NA	3.1	ND-3.1	4.11	ND-4.11	2.38 <sup>3</sup>	ND-2.38 <sup>3</sup>	No	Erosion of natural deposits
HAAs [Halocetic Acids] (ppb)	2004	60	NA	17	6-25	52	ND-78	NA	NA	NA	NA	NA	NA	No	By-product of drinking water disinfection
Nitrate (as nitrate, NO <sub>3</sub> ) (ppm)	2004	45	45	2.75	ND-2.75	ND	ND	NA	NA	NA	NA	NA	NA	No	Runoff and leaching from fertilizer use; leaching from septic tanks, sewage; erosion of natural deposits
TTHMs [Total Trihalomethanes] (ppb)	2004	80	NA	55	18-63	113	70-160	NA	NA	NA	NA	NA	NA	Yes <sup>2</sup>	By-product of drinking water chlorination
Turbidity (NTU) <sup>*</sup>	2004	TT	NA	0.22	0.01-0.22	0.14	0.01-0.14	NA	NA	NA	NA	NA	NA	No	Soil runoff
Uranium (pCi/L)	2002	20	0.43	NA	NA	NA	NA	14.1	ND-14.1	NA	NA	1.83 <sup>3</sup>	ND-1.83 <sup>3</sup>	No	Erosion of natural deposits

Tap water samples were collected for lead and copper analyses from homes throughout the service areas (Lead was not detectable in the 90th percentile)

SUBSTANCE (UNITS)	YEAR SAMPLED	AL	PHG (MCLG)	Valley System Treated Water		Lakes System Treated Water		VIOLATION	TYPICAL SOURCE
				AMOUNT DETECTED (90TH % TLE)	HOMES ABOVE AL/TOTAL HOMES	AMOUNT DETECTED (90TH % TLE)	HOMES ABOVE AL/TOTAL HOMES		
Copper (ppb)	2003	1,300	170	61	0/50	100 <sup>3</sup>	0/11 <sup>3</sup>	No	Internal corrosion of household plumbing systems; erosion of natural deposits; leaching from wood preservatives

**SECONDARY DRINKING WATER STANDARD (Regulated in order to protect the odor, taste and appearance of drinking water)**

SUBSTANCE (UNITS)	Vallejo System Treated Water				Lakes System Treated Water				VIOLATION	TYPICAL SOURCE
	YEAR SAMPLED	PHG (G/G)	AMOUNT DETECTED	RANGE LOW-HIGH	YEAR SAMPLED	PHG (G/G)	AMOUNT DETECTED	RANGE LOW-HIGH		
Aluminum (ppm)	2004	NA	ND	ND	2004	NA	0.130	0.130-0.130	No	Erosion of natural deposits; residual from some surface water treatment processes
Chloride (ppm)	2004	NA	40	8.4-40	2004	NA	33.0	15.5-33	No	Runoff/leaching from natural deposits; seawater influence
Odor-Threshold (Units)	2004	NA	2.0	1.0-2.0	2004	NA	2.0	1.0-2.0	No	Naturally occurring organic materials
Specific Conductance (umhos/cm)	2004	NA	427	209-427	2004	NA	478	150-478	No	Substances that form ions when in water; seawater influence
Sulfate (ppm)	2004	NA	47.9	26.1-47.9	2004	NA	29.8	5.8-29.8	No	Runoff/leaching from natural deposits; industrial wastes
Total Dissolved Solids [TDS] (ppm)	2004	NA	267	131-267	2004	NA	299	94-299	No	Runoff/leaching from natural deposits

**Footnotes:**

- <sup>1</sup>To be in compliance, 80 percent of measurements must be within the range of 0.8-1.4 ppm.
- <sup>2</sup>Violation occurred in the Lake System only - refer to the About our Violation section in this report.
- <sup>3</sup>Sampled in 2003
- <sup>4</sup>Turbidity is a measure of the cloudiness of the water. It is monitored because it is a good indicator of the effectiveness of the filtration systems. During the reporting year, 100% of all samples taken to measure turbidity met water quality standards.
- <sup>5</sup>Samples for Lakes System Treated Water taken in 2002.
- <sup>6</sup>For grains per gallon divide by 17.1.

**UNREGULATED SUBSTANCES**

SUBSTANCE (UNITS)	Vallejo System Treated Water				Lakes System Treated Water			
	YEAR SAMPLED	PHG (G/G)	AMOUNT DETECTED	RANGE LOW-HIGH	YEAR SAMPLED	PHG (G/G)	AMOUNT DETECTED	RANGE LOW-HIGH
Calcium (ppb)	2004	25.0	25.0	12.0-44.1	2004	19	19	4.8-40
Hardness (ppb)*	2004	129	129	58-180	2004	115	115	20-162
Magnesium (ppb)	2004	16.2	16.2	6.8-24.1	2004	16	16	1.9-26
pH (ppb)	2004	7.7	7.7	6.5-8.5	2004	7.8	7.8	6.9-8.7
Sodium (ppb)	2004	25	25	25-25	2004	16	16	16-16



## Table Definitions

**AL (Action Level):** The concentration of a contaminant which, if exceeded, triggers treatment or other requirements which a water system must follow.

**MCL (Maximum Contaminant Level):** The highest level of a contaminant that is allowed in drinking water. Primary MCLs are set as close to the PHGs (or MCLGs) as is economically and technologically feasible. Secondary MCLs (SMCL) are set to protect the odor, taste and appearance of drinking water.

**MCLG (Maximum Contaminant Level Goal):** The level of a contaminant in drinking water below which there is no known or expected risk to health. MCLGs are set by the U.S. EPA.

**MRDL (Maximum Residual Disinfectant Level):** The level of a disinfectant added for water treatment that may not be exceeded at the consumer's tap.

**MRDLG (Maximum Residual Disinfectant Level Goal):** The level of a disinfectant added for water treatment below which there is no known or expected risk to health. MRDLs are set by the U.S. EPA.

**NA:** Not applicable

**ND:** Not detected

**NTU (Nephelometric Turbidity Units):** Measurement of the clarity, or turbidity, of water.

**pCi/L (picocuries per liter):** A measure of radioactivity.

**PDWS (Primary Drinking Water Standard):** MCLs for contaminants that affect health along with their monitoring and reporting requirements, and water treatment requirements.

**PHG (Public Health Goal):** The level of a contaminant in drinking water below which there is no known or expected risk to health. PHGs are set by the California EPA.

**ppb (parts per billion):** One part substance per billion parts water (or micrograms per liter).

**ppm (parts per million):** One part substance per million parts water (or milligrams per liter).

**TT (Treatment Technique):** A required process intended to reduce the level of a contaminant in drinking water.

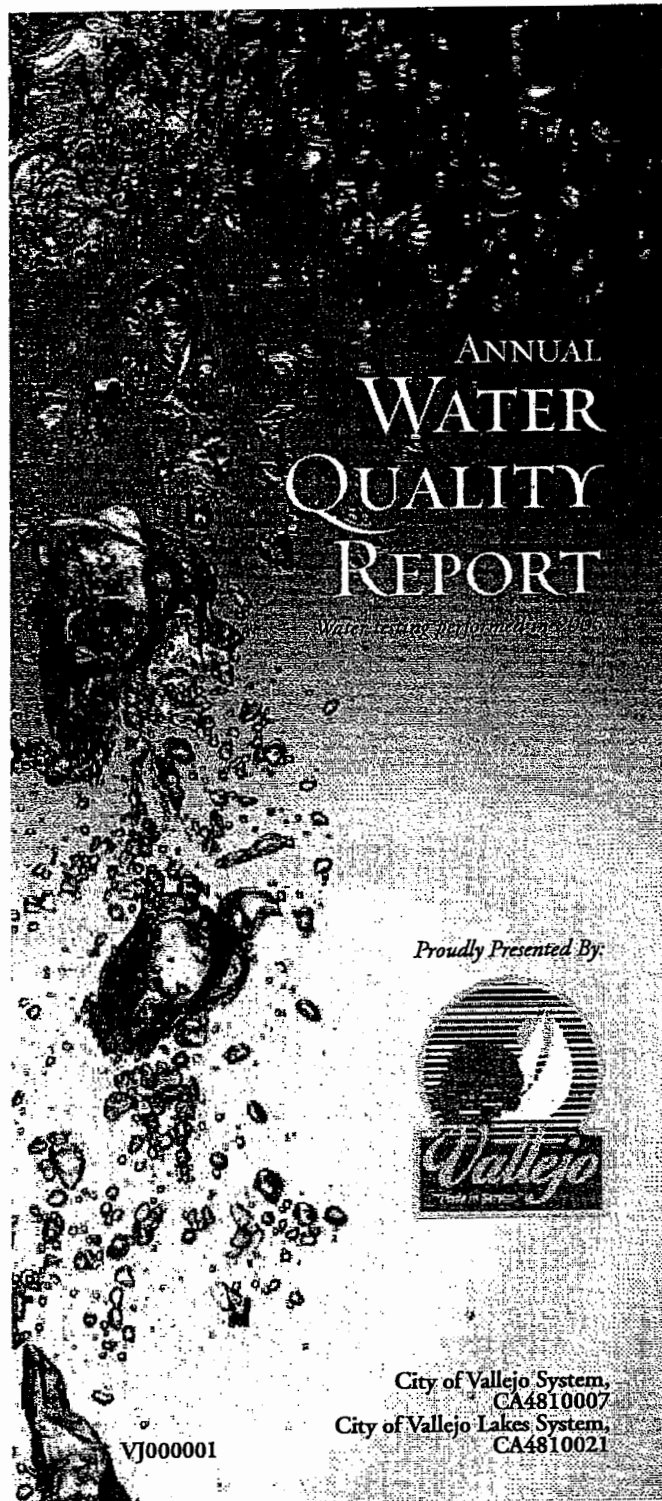
**$\mu\text{mhos/cm}$  (micromhos per centimeter):** A measure of electrical conductance.

### About our Violation

In 2004, the U.S. EPA required systems serving fewer than 10,000 people to monitor for total organic carbon (TOC), trihalomethanes (THMs), and haloacetic acids (HAAs). After collecting four quarters of data, the Lakes System was found to be in violation of this new regulation. The City of Vallejo anticipates having a new technology operating by December 2005 to correct this violation. Customers affected by this violation have been notified previously.

Total organic carbon (TOC) has no health effects. However, total organic carbon provides a medium for the formation of disinfection byproducts. These byproducts include trihalomethanes (THMs) and haloacetic acids (HAAs). Drinking water containing these byproducts in excess of the MCL may lead to adverse health effects, liver or kidney problems, or nervous system effects; and may lead to an increased risk of cancer.







## A Message From the Environmental Protection Agency

The sources of drinking water (both tap water and bottled water) include rivers, lakes, streams, ponds, reservoirs, springs, and wells. As water travels over the surface of the land or through the ground, it dissolves naturally occurring minerals and, in some cases, radioactive material, and can pick up substances resulting from the presence of animals or from human activity.

Contaminants that may be present in source water include:

- Microbial Contaminants, such as viruses and bacteria, which may come from sewage treatment plants, septic systems, agricultural livestock operations, and wildlife;
- Inorganic Contaminants, such as salts and metals, which can be naturally occurring or may result from urban stormwater runoff, industrial or domestic wastewater discharges, oil and gas production, mining, or farming;
- Pesticides and Herbicides, which may come from a variety of sources such as agriculture, urban stormwater runoff, and residential uses;
- Organic Chemical Contaminants, including synthetic and volatile organic chemicals, which are by-products of industrial processes and petroleum production, and which can also come from gas stations, urban stormwater runoff, agricultural applications and septic systems; and
- Radioactive Contaminants, which can be naturally occurring or may be the result of oil and gas production and mining activities.

In order to ensure that tap water is safe to drink, the U.S. Environmental Protection Agency (U.S. EPA) and the State Department of Health Services (Department) prescribe regulations that limit the amount of certain contaminants in water provided by public water systems. Department regulations also establish limits for contaminants in bottled water, which must provide the same protection for public health.

Drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. The presence of contaminants does not necessarily indicate that water poses a health risk. More information about contaminants and potential health effects can be obtained by calling the U.S. EPA's Safe Drinking Water Hotline at (800) 426-4791.

## Continuing Our Commitment

Once again, we proudly present our annual water quality report. This edition covers all testing completed from January through December 2005. As in the past, we are committed to delivering the best quality drinking water. To that end, we remain vigilant in meeting the challenges of source water protection, water conservation, and community education while continuing to serve the needs of all of our water users.

For more information about this report, or for any questions relating to your drinking water, please call Nancy Dodsworth, City of Vallejo, Laboratory Chemist, at (707) 649-3472.

## Community Participation

You are invited to participate in our public forum and voice your concerns about your drinking water. The Vallejo City Council meets on various Tuesdays throughout the year at 7:00 p.m. at 555 Santa Clara Street, Vallejo. You may call the City Clerk at (707) 648-4527 for specific meeting dates.

## Important Health Information

Some people may be more vulnerable to contaminants in drinking water than the general population. Immunocompromised persons such as persons with cancer undergoing chemotherapy, persons who have undergone organ transplants, people with HIV/AIDS or other immune system disorders, some elderly, and infants can be particularly at risk from infections. These people should seek advice about drinking water from their health care providers. The USEPA/Centers for Disease Control (CDC) guidelines on appropriate means to lessen the risk of infection

by *Cryptosporidium* and other microbial contaminants

are available from the Safe Drinking Water Hotline at (800) 426-4791



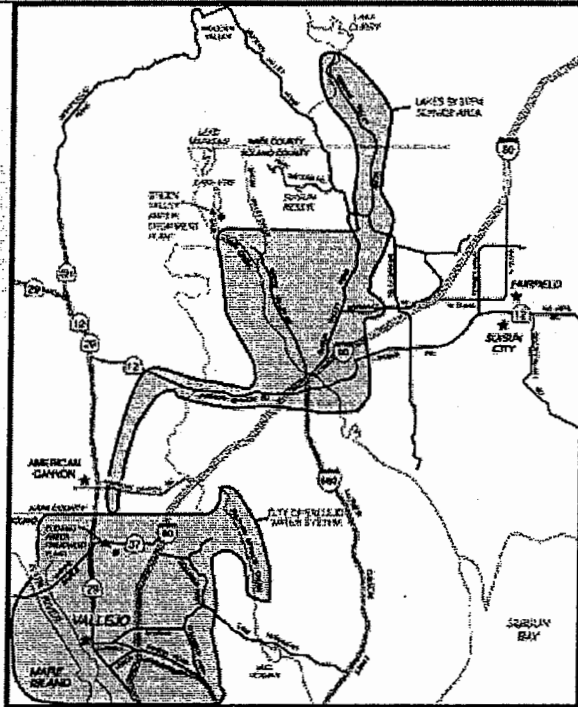
## Where Does My Water Come From?

The City of Vallejo owns and operates two separate public water systems for the benefit of our customers. The **City of Vallejo Water System** provides drinking water to customers within the city limits, to some customers in the unincorporated areas adjacent to city boundaries, and to a limited number of customers within the City of American Canyon.

City of Vallejo Water System customers are fortunate because they enjoy an abundant water supply from two surface water sources. The Solano Water Project provides source water from Lake Berryessa, transported to our facilities by the Putah South Canal. This system also receives surface water from the State Water Project. This water, from Lake Oroville, travels through the Sacramento River to the State's North Bay Aqueduct pumping facilities. Our source water pumping and distribution facilities enable us to treat and deliver water from either one of these sources independently or to blend these sources before treatment at the Fleming Hill Water Treatment Plant.

The **City of Vallejo Lakes System** is a separate public water system with its own treatment plant and distribution system that delivers drinking water to customers residing in the Green Valley, Old Cordelia, Jameson Canyon, Suisun Valley, Willotta Oaks and Gordon Valley areas.

This system also has two distinct surface water sources. In addition to Lake Berryessa water from the Solano Project, this system treats water from Lakes Frey and Madigan – two interconnected lakes owned by the City of Vallejo. Again, the Green Valley Water Treatment Plant can either treat each source separately or blend the two sources before treatment and delivery to our customers. In case of emergencies, this system can receive treated water from the City of Fairfield. For a copy of their water quality report, call (707) 428-7594.



## Source Water Assessments and Vulnerability Summaries

Source Water Assessments evaluate the quality of the water used as a drinking water supply for local communities and examine the water's vulnerability to possible contamination from activities occurring within the watershed. Source Water Assessments were completed in 2001 for the Putah South Canal and Lake Frey and in 2002 for the North Bay Aqueduct (Sacramento Delta). The adjacent table summarizes the vulnerability of each water source and provides a contact name if you would like copies of the complete assessments.

Source	Most Vulnerable Activities	Moderately Vulnerable Activities	Contact
Lake Frey	Illegal body contact* Wild animal access* Agricultural drainage*	Other animal operations Wildfires	Alex Rabidoux SCWA (707) 451-6090
Putah South Canal	Illegal activities/ Dumping Herbicide applications	Road/Street Storm drain discharge Recreational area	Alex Rabidoux SCWA (707) 451-6090
North Bay Aqueduct	Grazing animals* Runoff from grazing land*	Runoff from agricultural land	Alex Rabidoux SCWA (707) 451-6090

## How Is My Water Treated?

The City of Vallejo Water System provides treated water from the Fleming Hill Water Treatment Plant,

a conventional treatment plant with a daily capacity of 42 million gallons. The treatment process involves a series of steps beginning with adding ozone to the water, which aids in downstream processes. Then the water travels to mixing basins, where we add coagulants to help settle out the majority of suspended particles. After this process, known as coagulation, flocculation, and sedimentation, we add ozone again, which disinfects and removes color, taste, and odor. At this point, the water is filtered through granular activated carbon and sand so that it meets strict standards for clarity. Next, chlorine is added to disinfect the water supply and caustic soda is added to adjust the pH and alkalinity. Once fluoride is added to help prevent tooth decay, the water is ready for delivery.

The Lakes Water System delivers water treated at the Green Valley Water Treatment Plant, which produces 1 million gallons per day. This conventional treatment plant uses alum and polymer to promote coagulation, flocculation, and sedimentation. After settling removes the majority of particles, the water flows through gravity filters consisting of anthracite and sand in order to meet clarity standards. The last step adds chlorine as a disinfectant. This treatment plant does not add fluoride to the water supply.



*Este informe contiene información muy importante sobre su agua potable. Tradúzcalo o hable con alguien que lo entienda bien.*

*Ang ulat na ito ay nagtataglay ng mahalagang impormasyon. Kung kayo ay may tanong o nangangailangan ng karagdagang kaalaman ukol sa ulat na ito sa wikang Pilipino, mangyari lamang na tawagan si Jun Malit sa telepono (707) 648-4309.*

## Table Definitions

**MCL (Maximum Contaminant Level):** The highest level of a contaminant that is allowed in drinking water. Primary MCLs are set as close to the PHGs (or MCLGs) as is economically and technologically feasible. Secondary MCLs (SMCLs) are set to protect the odor, taste and appearance of drinking water.

**MCLG (Maximum Contaminant Level Goal):** The level of a contaminant in drinking water below which there is no known or expected risk to health. MCLGs are set by the U.S. EPA.

**MRDL (Maximum Residual Disinfectant Level):** The level of a disinfectant added for water treatment that may not be exceeded at the consumer's tap.

**MRDLG (Maximum Residual Disinfectant Level Goal):** The level of a disinfectant added for water treatment below which there is no known or expected risk to health. MRDLs are set by the U.S. EPA.

**NA:** Not applicable.

**ND:** Not detected.

**NS:** No standard.

**NTU (Nephelometric Turbidity Units):** Measurement of the clarity, or turbidity, of water.

**pCi/L (picocuries per liter):** A measure of radioactivity.

**PDWS (Primary Drinking Water Standard):** MCLs and MRDLs for contaminants that affect health along with their monitoring and reporting requirements, and water treatment requirements.

**PHG (Public Health Goal):** The level of a contaminant in drinking water below which there is no known or expected risk to health. PHGs are set by the California EPA.

**ppb (parts per billion):** One part substance per billion parts water (or micrograms per liter).

**ppm (parts per million):** One part substance per million parts water (or milligrams per liter).

**RAI (Regulatory Action Level):** The concentration of a contaminant which, if exceeded, triggers treatment or other requirements which a water system must follow.

**TT (Treatment Technique):** A required process intended to reduce the level of a contaminant in drinking water.

**µmhos/cm (micromhos per centimeter):** A measure of electrical conductance.

## About Our Violations

The following notice only applies to customers in the Lakes Water System and these customers have received notices throughout the year. We anticipate that a new pre-treatment process at the Green Valley Water Treatment Plant will bring the drinking water into compliance in 2006.

During 2005, the Lakes Water System water did not meet the drinking water standard for total organic carbon removal and exceeded the maximum contaminant level (MCL) for disinfection by-products known as trihalomethanes (THMs). Total organic carbon has no health effects. However, total organic carbon provides a medium for the formation of disinfection by-products. These by-products include trihalomethanes and haloacetic acids. Some people who drink water containing these by-products in excess of the MCL over many years may experience problems with their liver, kidneys, or central nervous system, and may have an increased risk of getting cancer.



## Sampling Results

During the past year we have taken thousands of water samples in order to determine the presence of any radioactive, biological, inorganic, volatile organic or synthetic organic contaminants. The tables below show only those contaminants that were detected in the water. Although the majority of substances listed here are under the Maximum Contaminant Level (MCL), we feel it is important that you know exactly what was detected and how much of the substance was present in the water. The state requires us to monitor for certain substances less than once a year because their concentration does not change frequently. In these cases, we've provided the most recent results, including the year the monitoring occurred.

### Primary Drinking Water Standard (Regulated In Order To Protect Against Possible Adverse Health Effects)

SUBSTANCE (UNITS)	YEAR SAMPLED	City of Vallejo System		Lakes Water System		VIOLATION	TYPICAL SOURCE		
		MCL (MRDL)	PHG (MCLG) (MRDLG)	AVERAGE AMOUNT DETECTED	RANGE LOW-HIGH			AVERAGE AMOUNT DETECTED	RANGE LOW-HIGH
Aluminum (ppb)	2005	1000	600	73	73-73	110	110-110	No	Erosion of natural deposits; residue from some surface water treatment processes
Chlorine (ppm)	2005	[4.0 (as Cl <sub>2</sub> )]	[4 (as Cl <sub>2</sub> )]	0.79	ND-2.18	0.36	ND-1.41	No	Drinking water disinfectant added for treatment
Fluoride (ppm)	2005	2.0	1	1.04 <sup>1</sup>	0.09-1.48	0.1	0.1-0.2	No	Water additive which promotes strong teeth
Gross Alpha Particle Activity (pCi/L)	2002	15	(0)	ND	ND-4.11	ND	ND-4.11	No	Erosion of natural deposits
Haloacetic Acids [HAAs] (ppb)	2005	60	NA	11	4.4-22	60	ND-130	No	By-product of drinking water disinfection
Nitrate [as NO <sub>3</sub> ] (ppm)	2005	45	45	ND	ND-2.6	ND	ND-2	No	Runoff and leaching from fertilizer use; leaching from septic tanks, sewage; erosion of natural deposits
Total Coliform Bacteria (% positive samples)	2005	5% positive monthly samples	(0)	ND	ND-0.6%	ND	NA	No	Naturally present in the environment
Total Organic Carbon [TOC] (% removal ratio)	2005	TT ≥ 1	NA	2.2	1.3-2.6	0.62	ND-2.1	Yes <sup>2</sup>	Various natural and manmade sources
Trihalomethanes [THMs] (ppb)	2005	80	NA	46	21-88	130	72-155	Yes <sup>2</sup>	By-product of drinking water chlorination
Turbidity (NTU) <sup>3</sup>	2005	TT ≤ 0.3	NA	0.05	0.02-0.10	0.02	0.01-0.09	No	Soil runoff

### Tap water samples were collected for lead and copper analyses from homes throughout the two service areas

SUBSTANCE (UNITS)	YEAR SAMPLED	City of Vallejo System		Lakes Water System		VIOLATION	TYPICAL SOURCE		
		RAI	PHG	AMOUNT DETECTED (90th % TILE)	HOMES ABOVE RAI / TOTAL HOMES SAMPLED			AMOUNT DETECTED (90th % TILE)	HOMES ABOVE RAI / TOTAL HOMES SAMPLED
Copper (ppb)	2003	1,300	170	61 <sup>4</sup>	0/50	65 <sup>5</sup>	0/13	No	Internal corrosion of household plumbing systems



## Secondary Drinking Water Standard (Regulated In Order To Protect The Odor, Taste And Appearance Of Drinking Water)

SUBSTANCE (UNITS)	YEAR SAMPLED	City of Vallejo System			Lakes Water System			VIOLATION	TYPICAL SOURCE
		SMCL	PHG (MCLG)	AVERAGE AMOUNT DETECTED	RANGE LOW-HIGH	AVERAGE AMOUNT DETECTED	RANGE LOW-HIGH		
Aluminum (ppb)	2005	200	NS	73	73-73	110	110-110	No	Erosion of natural deposits; residual from some surface water treatment processes
Chloride (ppm)	2005	500	NS	14.8	9.5-26	21.2	13.6-35	No	Runoff/leaching from natural deposits; seawater influence
Odor--Threshold (Units)	2005	3	NS	1.4	1.0-2.0	1.3	1.0-2.0	No	Naturally occurring organic materials
Specific Conductance (µmhos/cm)	2005	1,600	NS	362	254-520	300	158-439	No	Substances that form ions when in water; seawater influence
Sulfate (ppm)	2005	500	NS	41.4	28.5-81.2	21.2	7.1-51.7	No	Runoff/leaching from natural deposits; industrial wastes
Total Dissolved Solids [TDS] (ppm)	2005	1,000	NS	226	159-325	191	99-352	No	Runoff/leaching from natural deposits

### Additional Constituents Analyzed

SUBSTANCE (UNITS)	YEAR SAMPLED	City of Vallejo System		Lakes Water System		TYPICAL SOURCE
		AVERAGE AMOUNT DETECTED	RANGE LOW-HIGH	AVERAGE AMOUNT DETECTED	RANGE LOW-HIGH	
Boron (ppm)	2005	0.13	0.13-0.13	NA	NA	Natural minerals
Calcium (ppm)	2005	23.9	13.8-34.9	19.2	4.8-57	Natural minerals
Hardness as CaCO <sub>3</sub> (ppm) <sup>6</sup>	2005	137	82-188	111	23-158	Natural minerals
Magnesium (ppm)	2005	18.9	8.7-27.5	15.8	2.7-23.6	Natural minerals
Sodium (ppm)	2005	18	18-18	18	18-18	Natural minerals

#### Footnotes:

<sup>1</sup>To be in compliance, 80% of measurements must be within the range of 0.8-1.4 ppm. The water met this standard.

<sup>2</sup>Violations occurred only in the Lakes Water System. Refer to the article "About Our Violations".

<sup>3</sup>Turbidity is a measure of the cloudiness of the water. We monitor it because it is a good indicator of the effectiveness of our filtration system. For compliance, 95% of samples must be ≤ 0.3. In 2005, 100% of all samples taken met this standard.

<sup>4</sup>The City of Vallejo Water System needs to test for lead and copper again this summer, since we are required to repeat this study every three years. City staff will call upon customers that helped us in the past by taking water samples from their home plumbing system. The City of Vallejo thanks all customer volunteers for helping us prove that the drinking water does not leach unsafe levels of lead or copper from home plumbing.

<sup>5</sup>Sampled in 2005

<sup>6</sup>To determine hardness as grains per gallon, divide the amount by 17.1.

ANNUAL  
WATER  
QUALITY  
REPORT

*Water testing performed in 2006*



City of Vallejo System,  
CA 4810007  
City of Vallejo Lakes System,  
CA 4810021

## Where Does My Water Come From?

The City of Vallejo owns and operates two separate public water systems for the benefit of our customers.

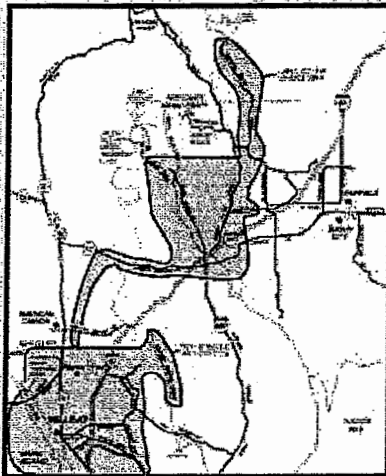
The City of Vallejo water system provides drinking water to customers within the city limits, to some customers in the unincorporated areas adjacent to city boundaries, and to a limited number of customers within the City of American Canyon.

City of Vallejo water system customers are fortunate because they enjoy an abundant water supply from two surface water sources. The Solano Water Project provides source water from Lake Berryessa, transported to our facilities by the Putah South Canal. This system also receives surface water from the State Water Project. This water, from Lake Oroville, travels through the Sacramento River to the State's North Bay Aqueduct pumping facilities. Our source water pumping and distribution facilities enable us to treat and deliver water from either one of these sources independently or to blend these sources before treatment at the Fleming Hill Water Treatment Plant.

The City of Vallejo Lakes System (Lakes System) is a separate public water system with its own treatment plant and distribution system that delivers drinking water to customers residing in the Green Valley, Old Cordelia, Jameson Canyon, Suisun Valley, Willotta Oaks and Gordon Valley areas.

This system also has two distinct surface water sources. In addition to Lake Berryessa water from the Solano Water Project, this system treats water from lakes Frey and Madigan - two interconnected lakes owned by the City of Vallejo. Again, the Green Valley Water Treatment Plant can either treat each source separately or blend the two sources before treatment and delivery to our customers.

In case of emergencies, this system can receive treated water from the City of Fairfield. For a copy of their water quality report, call (707) 428-7594.



(courtesy of CSAA)

## Source Water Assessments and Vulnerability Summaries

Source Water Assessments evaluate the quality of the water used as a drinking water supply for local communities and examine the water's vulnerability to possible contamination from activities occurring within the watershed. A Source Water Assessment was completed in 2001 for the Putah South Canal and Lake Frey and a Sanitary Survey was updated in 2006 for the Putah South Canal. A Source Water Assessment was completed in 2002 for the North Bay Aqueduct (Sacramento Delta). The adjacent table summarizes the vulnerability of each water source and provides a contact name if you would like copies of the complete assessments.

Source	Most Vulnerable Activities	Moderately Vulnerable Activities	Contact
Lake Frey	Illegal body contact Wild animal access Agricultural drainage*	Other animal operations Wildfires	Erik Nugteren City of Vallejo (707) 648-4482
Putah South Canal	Illegal activities/ Dumping Herbicide applications	Road/Streets Storm drain discharge Recreational area	Alex Rabidouz SCWA (707) 451-6090
North Bay Aqueduct	Grazing animals* Runoff from grazing land*	Runoff from agricultural land	Alex Rabidouz SCWA (707) 451-6090

\*Associated with detected contaminants

## Special Health Concerns

Some people may be more vulnerable to contaminants in drinking water than the general population. Immunocompromised persons such as persons with cancer undergoing chemotherapy, persons who have undergone organ transplants, people with HIV/AIDS or other immune system disorders, some elderly, and infants can be particularly at risk from infections. These people should seek advice about drinking water from their health care providers. The USEPA/Centers for Disease Control (CDC) guidelines on appropriate means to lessen the risk of infection by *Cryptosporidium* and other microbial contaminants are available from the Safe Drinking Water Hotline at 1-800-426-4791.

*Este informe contiene información muy importante sobre su agua potable. Tradúzcalo o hable con alguien que lo entienda bien.*

*Ang ulat na ito ay nagtataglay ng mahalagang impormasyon. Kung kayo ay may tanong o nangangailangan ng karagdagang kaalaman ukol sa ulat na ito sa wikang Pilipino, mangyari lamang na tawagan si Jun Malit sa telepono (707) 648-4309.*

## Continuing Our Commitment

Once again, the City of Vallejo is pleased to provide our customers with their annual water quality report. This edition covers all water testing from January through December of 2006 and compares the quality of your drinking water to standards established by state and federal laws. As in the past, we are committed to delivering the best quality drinking water. To that end, we remain vigilant in meeting the challenges of water treatment, source water protection, water conservation, and community education while continuing to serve the needs of all of our water users.

For more information about this report, or for any questions relating to your drinking water, please call Sue Littlefield, City of Vallejo, Laboratory Supervisor, at (707) 649-3473.



## Lakes System Violation

The following notice only applies to customers of the City of Vallejo Lakes System and these customers received notices when their water had high levels of total trihalomethanes exceeding the MCL. Once the new MIEX™ pretreatment process was operating, the Green Valley Water Treatment Plant met the treatment technique requirement for removing total organic carbon beginning January 2006. This was an important step, since total organic carbon reacts with chlorine in the water to form disinfection byproducts known as trihalomethanes. Starting in May, distribution system monitoring resulted in substantially lower levels of trihalomethanes and by August, the water system was meeting primary drinking water standards for total trihalomethanes.

The Lakes System currently meets all drinking water standards. The following health effects statement is required due to the first half of 2006 when the MCL for total trihalomethanes was exceeded. *Some people who drink water containing trihalomethanes in excess of the MCL over many years may experience liver, kidney, or central nervous system problems, and may have an increased risk of getting cancer.*

## Community Participation

You are invited to participate in our public forum and voice your concerns about your drinking water. The Vallejo City Council meets on various Tuesdays throughout the year at 7:00 p.m. at 555 Santa Clara Street, Vallejo. You may call the City Clerk at (707) 648-4527 for specific meeting dates.

## How Is My Water Treated?

The City of Vallejo water system provides treated water from the Fleming Hill Water Treatment Plant, a conventional treatment plant with a forty-two million gallon per day capacity. The treatment process involves a series of steps in order to comply with surface water treatment rules and to produce water meeting primary and secondary drinking water standards.

Initially, we add ozone as the water enters the treatment plant. The addition of ozone aids in the removal of organic matter. The water flows to mixing basins where we add coagulants and gently agitate the water so that fine suspended particles come together and form large particles known as 'floc', which will settle out of the water supply. After this process, known as coagulation, flocculation, and sedimentation, we again add ozone to disinfect and remove unwanted color, taste, and odor.

At this point, water flows by gravity through multimedia filters consisting of granular activated carbon and sand so that it meets strict standards for clarity. Next, we add chlorine to disinfect the water supply and caustic soda to adjust the pH and alkalinity. Once fluoride is added to help prevent tooth decay, the water is ready for delivery to our customers.

The City of Vallejo Lakes System provides customers with water treated at the Green Valley Water Treatment Plant, which has a capacity to treat one million gallons of water per day. Pretreatment of the raw water begins with the MIEX™ process, which incorporates a magnetic ion exchange resin to remove naturally occurring dissolved organic carbon. This process has been successful in bringing the treatment process into compliance with surface water treatment rules and the water quality is currently meeting the primary MCL for total trihalomethanes. Please refer to the article "Lakes System Violation" which is required information since the water did not meet the primary MCL for total trihalomethanes during the first half of 2006.

The treatment plant's conventional treatment process uses polymer to promote coagulation, flocculation, and sedimentation, which removes the majority of soil particles and microorganisms from the water. Then, the water gravity flows through multimedia filters consisting of anthracite and sand so that it will meet clarity standards. Depending on which water source we are treating, soda ash may be added in order to increase alkalinity and pH. The last step of the treatment process adds chlorine to disinfect the water and provide protection as the water travels through the distribution system. Please note that this treatment plant does not add fluoride to the water supply.



## A Message From the U.S. Environmental Protection Agency

The sources of drinking water (both tap water and bottled water) include rivers, lakes, streams, ponds, reservoirs, springs, and wells. As water travels over the surface of the land or through the ground, it dissolves naturally occurring minerals and, in some cases, radioactive material, and can pick up substances resulting from the presence of animals or from human activity.

### Contaminants that may be present in source water include:

- Microbial Contaminants, such as viruses and bacteria, which may come from sewage treatment plants, septic systems, agricultural livestock operations, and wildlife;
- Inorganic Contaminants, such as salts and metals, which can be naturally occurring or result from urban stormwater runoff, industrial or domestic wastewater discharges, oil and gas production, mining, or farming;
- Pesticides and Herbicides, that may come from a variety of sources such as agriculture, urban stormwater runoff, and residential uses;
- Organic Chemical Contaminants, including synthetic and volatile organic chemicals, which are by-products of industrial processes and petroleum production, and can also come from gas stations, urban stormwater runoff, agricultural applications, and septic systems; and
- Radioactive Contaminants, that can be naturally occurring or be the result of oil and gas production and mining activities.

In order to ensure that tap water is safe to drink, the U.S. Environmental Protection Agency (USEPA) and the State Department of Health Services (Department) prescribe regulations that limit the amount of certain contaminants in water provided by public water systems. Department regulations also establish limits for contaminants in bottled water that must provide the same protection for public health.

Drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. The presence of contaminants does not necessarily indicate that water poses a health risk. More information about contaminants and potential health effects can be obtained by calling the USEPA's Safe Drinking Water Hotline at 1-800-426-4791.

## Sampling Results

During the past year we have taken thousands of water samples in order to determine the presence of any radioactive, biological, inorganic, volatile organic or synthetic organic contaminants. The tables below show only those contaminants that were detected in the water. Although the majority of substances listed here are under the Maximum Contaminant Level (MCL), we feel it is important that you know exactly what was detected and how much of the substance was present in the water. The state requires us to monitor for certain substances less than once a year because their concentration does not change frequently. In these cases, we've provided the most recent results including the year the monitoring occurred.

### Primary Drinking Water Standard (Regulated In Order To Protect Against Possible Adverse Health Effects)

SUBSTANCE (UNITS)	YEAR SAMPLED	MCL (MRDL)	City of Vallejo			Lakes System			VIOLATION	TYPICAL SOURCE
			PHG (MCLG) (MRDLG)	AVERAGE AMOUNT DETECTED	RANGE LOW-HIGH	AVERAGE AMOUNT DETECTED	RANGE LOW-HIGH			
Aluminum (ppb)	2006	1000	600	82	82-82	ND	NA	No	Erosion of natural deposits; residue from some surface water treatment processes	
Chlorine (ppm)	2006	[4.0 (as Cl <sub>2</sub> )]	[4 (as Cl <sub>2</sub> )]	0.8	ND-1.7	0.6	ND-1.6	No	Drinking water disinfectant added for treatment	
Combined radium (pCi/L)	2006	15	(0)	1.58	1.58-1.58	ND	NA			
Fecal Coliform/E. coli	2006	Footnote 1	(0)	ND	ND-1	ND	NA	No	Human and animal fecal waste	
Fluoride (ppm) <sup>2</sup>	2006	2.0	1	1.0	0.7-1.5	ND	ND-0.1	No	Water additive which promotes strong teeth	
Haloacetic Acids (ppb)	2006	60	NA	12	6.6-25	34	ND-110	No	By-product of drinking water disinfection	
Nitrate [as NO <sub>3</sub> ] (ppm)	2006	45	45	ND	ND-2.6	ND	NA	No	Runoff and leaching from fertilizer use; leaching from septic tanks, sewage; erosion of natural deposits	
Total Coliforms (% positive samples)	2006	No more than 1 positive monthly sample	(0)	ND	ND-1.25%	ND	ND-1	No	Naturally present in the environment	
Total Organic Carbon [TOC] (% removal ratio)	2006	TT ≥ 1	NA	2.2	0.8-3.0	1.0	0.9-4.5	No	Various natural and manmade sources	
Total Trihalomethanes [TTHMs] (ppb)	2006	80	NA	43	22-74	120	11-130	Yes <sup>3</sup>	By-product of drinking water chlorination	
Turbidity (NTU) <sup>4</sup>	2006	TT ≤ 0.3	NA	0.05	0.02-0.09	0.02	0.01-0.16	No	Soil runoff	

### Secondary Drinking Water Standard (Regulated In Order To Protect the Odor, Taste and Appearance of Drinking Water)

SUBSTANCE (UNITS)	YEAR SAMPLED	MCL	City of Vallejo			Lakes System			VIOLATION	TYPICAL SOURCE
			PHG (MCLG)	AVERAGE AMOUNT DETECTED	RANGE LOW-HIGH	AVERAGE AMOUNT DETECTED	RANGE LOW-HIGH			
Aluminum (ppb)	2006	200	NS	82	82-82	ND	NA	No	Erosion of natural deposits; residual from some surface water treatment processes	
Chloride (ppm)	2006	500	NS	14	9-24	30	9-72	No	Runoff/leaching from natural deposits; seawater influence	
Odor-Threshold (Units)	2006	3	NS	1.0	1.0-1.4	1.4	1.0-3.0	No	Naturally-occurring organic materials	
Specific Conductance (uS/cm)	2006	1600	NS	345	250-450	331	119-612	No	Substances that form ions when in water; seawater influence	
Sulfate (ppm)	2006	500	NS	37	24-61	20	6-38	No	Runoff/leaching from natural deposits; industrial wastes	
Total Dissolved Solids [TDS] (ppm)	2006	1000	NS	216	156-281	207	74-382	No	Runoff/leaching from natural deposits	

## Lead and Copper Study-Monitoring of Customers' Tap Water<sup>5</sup>

To meet compliance for lead and copper, 90% of all samples (the 90th percentile) must not exceed the regulatory Action Levels of 1300 ppb for copper and 15 ppb for lead. We are required to repeat lead and copper monitoring, from the same homes, every three years to ensure lead and copper levels remain low.

City of Vallejo							
In 2006, we collected Lead and Copper tap water samples from 59 homes in the City of Vallejo service area. During this monitoring, neither lead nor copper were detected at the 90th Percentile.							
SUBSTANCE (UNITS)	YEAR SAMPLED	ACTION LEVEL	PHG (MCLG)	AMOUNT DETECTED (90% tile)	HOMES ABOVE ACTION LEVEL	VIOLATION	TYPICAL SOURCE
Copper (ppb)	2006	1300	170	ND	0	No	Internal corrosion of household plumbing systems

Lakes System							
Thirteen homes in The Lakes System were sampled in 2005. These samples resulted in no detection of lead and low levels of copper at the 90th percentile.							
SUBSTANCE (UNITS)	YEAR SAMPLED	ACTION LEVEL	PHG (MCLG)	AMOUNT DETECTED (90% tile)	HOMES ABOVE ACTION LEVEL	VIOLATION	TYPICAL SOURCE
Copper (ppb)	2005	1300	170	65	0	No	Internal corrosion of household plumbing systems

Additional Constituents Analyzed							
City of Vallejo				Lakes System			
SUBSTANCE (UNITS)	YEAR SAMPLED	AVERAGE AMOUNT DETECTED	RANGE LOW-HIGH	AVERAGE AMOUNT DETECTED	RANGE LOW-HIGH	TYPICAL SOURCE	
Boron (ppm)	2006	0.15	0.15-0.15	0.1	0.1-0.1	Natural minerals	
Calcium (ppm)	2006	20	14-42	16	4-38	Natural minerals	
Hardness as CaCO <sub>3</sub> (ppm) <sup>6</sup>	2006	132	72-170	115	16-170	Natural minerals	
Magnesium (ppm)	2006	20	9-28	18	2-28	Natural minerals	
pH	2006	8.1	7.1-8.7	7.9	6.5-8.7	Natural or water treatment	
Sodium (ppm)	2006	24	24-24	45	45-45	Natural minerals	

Unregulated Chemicals <sup>7</sup>							
City of Vallejo				Lakes System			
SUBSTANCE (UNITS)	YEAR SAMPLED	NOTIFICATION LEVEL	AVERAGE AMOUNT DETECTED	RANGE LOW-HIGH	AVERAGE AMOUNT DETECTED	RANGE LOW-HIGH	TYPICAL SOURCE
Boron (ppm)	2002-2003	1	0.19	0.14-0.26	0.14	ND-0.26	Natural minerals
Vanadium (ppb)	2002-2003	50	3.1	ND-4.4	1.6	ND-3.2	Natural minerals

### Footnotes:

<sup>1</sup> A positive routine sample may not have a repeat sample that is positive for total or fecal coliform

<sup>2</sup> To be in compliance, 80% of measurements must be within the range of 0.8-1.4 ppm. The water met this standard

<sup>3</sup> Violation occurred only in the Lakes Water System. Refer to the article "Lakes System Violation".

<sup>4</sup> Turbidity is a measure of the cloudiness of the water. We monitor it because it is a good indicator of the effectiveness of our filtration system. For compliance, 95% of samples must be

≤ 0.3 NTU and during the reporting year, 100% of all samples taken met water quality standards.

<sup>5</sup> The City will be repeating lead and copper monitoring in the Lakes System during the summer of 2008 and in the City of Vallejo during the summer of 2009. We are required to keep sampling at the same homes every three years, so City staff will call upon past volunteers that helped us prove that our drinking water does not leach unsafe levels of lead or copper from home plumbing.

<sup>6</sup> To determine hardness as grains per gallon, divide the amount by 17.1

<sup>7</sup> During 2001 through 2003, state and federal laws required that we complete testing for specific lists of unregulated chemicals. Monitoring of unregulated contaminants helps the California Department of Health Services and the U.S. EPA to determine where certain contaminants occur and whether these contaminants need to be regulated.

### Table Definitions

**AL (Action Level):** The concentration of a contaminant which, if exceeded, triggers treatment or other requirements which a water system must follow.

**MCL (Maximum Contaminant Level):** The highest level of a contaminant that is allowed in drinking water. Primary MCLs are set as close to the PHGs (or MCLGs) as is economically and technologically feasible. Secondary MCLs are set to protect the odor, taste and appearance of drinking water.

**MCLG (Maximum Contaminant Level Goal):** The level of a contaminant in drinking water below which there is no known or expected risk to health. MCLGs are set by the U.S. EPA.

**MRDL (Maximum Residual Disinfectant Level):** The level of a disinfectant added for water treatment

that may not be exceeded at the consumer's tap.

**MRDLG (Maximum Residual Disinfectant Level Goal):** The level of a disinfectant added for water treatment below which there is no known or expected risk to health. MRDLGs are set by the U.S. Environmental Protection Agency.

NA: Not applicable

ND: Not detected

NS: No standard

**NTU (Nephelometric Turbidity Units):** Measurement of the clarity, or turbidity, of water.

**pCi/L (picoCuries per liter):** A measure of radioactivity.

**PDWS (Primary Drinking Water Standard):** MCLs and MRDLs for contaminants that affect

health along with their monitoring and reporting requirements, and water treatment requirements.

**PHG (Public Health Goal):** The level of a contaminant in drinking water below which there is no known or expected risk to health. PHGs are set by the California EPA.

**ppb (parts per billion):** One part substance per billion parts water (or micrograms per liter).

**ppm (parts per million):** One part substance per million parts water (or milligrams per liter).

**TT (Treatment Technique):** A required process intended to reduce the level of a contaminant in drinking water.

**µS/cm (microSiemens per centimeter):** A measure of electrical conductance.



**COUNCIL COMMUNICATION**

**Date: July 10, 2007**

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

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

**SUBJECT:** AGREEMENT TO NEGOTIATE EXCLUSIVELY FOR THE MARE ISLAND WETLANDS MITIGATION PROGRAM

BACKGROUND & DISCUSSION

There are more than 3,700 acres of submerged lands, wetlands, endangered species habitat and former dredge ponds (wetlands) on Mare Island. The majority of the property is set aside as Public Trust parcels and is subject to the Public Trust. Public Trust property is held in trust by the State for the benefit of the people of California and is to be used to promote the public's interest in water-dependent or water-oriented activities, including but not limited to commerce, navigation, fisheries, environmental preservation and recreation.

In late 2004, the State Legislature approved and the Governor signed Senate Bill 1481 (Vallejo Master Tidelands Legislation) which conveyed to the City of Vallejo all of the state's rights, title and interest in tide and submerged lands and lands underlying inland navigable water within the boundaries of the City including the public trust lands established by the Mare Island Property Settlement and Exchange Agreement. The City of Vallejo is now responsible for the operations and maintenance of Public Trust parcels within the City limits. The City may lease or develop the parcels for authorized Public Trust purposes.

In the spring of 2006, the City and Weston Solutions, Inc. (Weston) staff's began discussion on utilizing all or a portion of the wetlands on Mare Island for wetlands mitigation purposes. Over the past twelve months we have investigated the development of a Wetlands Mitigation Bank. A Wetlands Mitigation Bank establishes a geographical area which is set aside for long-term conservation and enhancement of wetlands. The Bank allows for the establishment or re-establishment of a self-sustaining functional aquatic or wetlands habitat which replaces habitat negatively affected on or off the Bank's geographical area (i.e. within a region). The Wetlands Mitigation Bank concept was eventually abandoned due to the upfront substantial endowment fund required by the regulatory agencies (U.S. Army Corp of Engineers, U.S. Environmental Protection Agency, U.S. Fish and Wildlife Service, National Marine Fisheries Services and California Department of Fish and Game) to insure perpetual operations/maintenance of the banked areas.

An alternative solution is the establishment of a Wetlands Mitigation Program. A Program normally encompasses a smaller, specific parcel with the Program's mitigation points being sold to one, possibility two customers. In addition to providing an alternative to forming a Bank, with its substantial endowment, a Wetlands Mitigation Program will allow the City to test the marketability of a wetlands mitigation area and if the market exist, could provide a portion of the funding required to establish a Wetlands Mitigation Bank endowment.



Weston, up to this point, has investigated this concept at no cost to the City. Weston has identified a small number of potential users who may be interested in mitigation credits. Weston Solutions has agreed to continue the development process at no cost to the City and to reimburse the City for the City's outside legal cost and economic consultant's expenses in evaluating this program.

The City's and Weston have negotiated an Agreement to Negotiate Exclusively for the Mare Island Wetlands Mitigation Program (ERN). The proposed ERN with Weston Solutions is attached as Attachment B. The following is a synopsis of the Agreement's major business points:

- **Term:** Commencing on the Effective Date and terminating on the earlier of (1) the parties approval and execution of a Mitigation Program Management Lease Agreement or (2) December 31, 2007. The termination date could be extended by the City Manager an additional three months to March 31, 2008.
- **Proposed Mitigation Program Area:** Please see Exhibit A of the attached proposed ERN.
- **Reimbursement of City Cost:** Weston will reimburse City for City's actual and reasonable out-of-pocket expenses, involving costs of City's economic consultants and attorneys' fees incurred in connection with the negotiation and preparation of this Agreement and the proposed Lease. The parties estimate that the City Expenses will not exceed \$70,000. In the event City determines that the City Expenses will exceed the Expenses Cap, City shall request Weston's written approval of such increase. If Weston fails to provide such written approval within ten (10) business days following City's request, this Agreement may be terminated by City in its sole discretion.
- **Negotiations of the Mitigation Program Management Lease:** Should, during the term of the ERN, Weston determines that sufficient market interest exist to warrant a Mitigation Program Management Lease (Lease), and the City desires to enter into the Lease, City staff and Weston will negotiate the proposed Lease and staff will return to City Council for consideration of the Mitigation Program Management Lease.
- **Community Briefings:** If it is determined that sufficient market interest exists to warrant a Mitigation Program, but before returning to Council for a Lease, the City staff and Weston Solutions representatives will meet with local community stakeholders, such as the home and business owners on Mare Island, to discuss information about the program and receive their input.
- **Entitlement Paths:** Once it is determined that the level of interest in a Mitigation Program exists and the City Council approves a Mitigation Program Management Lease, Weston Solutions will be required to file with the Corp of Engineers the necessary permit (404 Permit) application to comply with the Clean Water Act. This permit action will then trigger discussions and approval actions by the U. S. Fish and Wildlife Service, the Regional Water Quality Control Board, the Bay Conservation and Development Commission and other federal and state agencies. As the type and amount of project work is determined, City entitlements such as Planning Division approvals and grading permits may be required.

*Fiscal Impact*

As indicated in the draft ERN, Weston has agreed to reimburse the City's third party cost up to the \$70,000 cap. Should it be determined that the cap, for whatever reason, will be exceeded, the City staff will notify Weston and jointly the parties will attempt to agree on a substitute cap amount.

As indicated above, the wetlands are Public Trust Parcels. City revenue generated from a Wetland Mitigation Program Lease must be re-invested into City-wide Public Trust parcels. A State Lands Commission Fund (Fund 134) has been established to track revenues and expenditures related to Public Trust Parcels. During the yearly budget process, City staff will propose and City Council would approve any expenditures.

**RECOMMENDATION**

Staff recommends approval of the Agreement to Negotiate Exclusively for the Mare Island Wetlands Mitigation Program.

**ALTERNATIVES CONSIDERED**

1. No action – The purpose of investigating a Wetlands Mitigation Program is to generate a source of funding to operate and maintain the Public Trust Parcels within the City limits. The no action alternative does not satisfy this goal.
2. Develop a Wetlands Mitigation Bank – As discussed above, a Wetlands Mitigation Bank concept was researched and eventually abandoned due to the substantial endowment fund required by the regulatory agencies.
3. Issue a Request for Proposals/Qualification for companies interested in development of a Wetlands Mitigation Program - As Council is aware Weston is the environmental remediation contractor for much of Mare Island and more specifically, the area that would encompass the Wetlands Mitigation Program. During the on-going environmental remediation of the wetlands and investigation of the M. I. Dredge Material Disposal Facilities Project, Weston has accumulated substantial data. The process of competitively bidding the Program when compared to the processing of a RFP/RFQ, would substantially delay the determination of the marketability of a Wetlands Mitigation Program. Current potential users of the mitigation program would seek other qualifying mitigation areas.

**PROPOSED ACTION**

Approve the attached resolution authorizing the City Manager to execute an Agreement to Negotiate Exclusively for the Mare Island Wetlands Mitigation Program between the City of Vallejo and Weston Solutions in substantially the same form as the attached agreement, authorizing the City Manager to execute amendments that do not modify the financial impact of the agreement on the City or the intent of the agreement, with any changes in form approved by the City Attorney.

**DOCUMENTS ATTACHED**

Attachment A - Resolution

Attachment B - Proposed Agreement to Negotiate exclusively for the Mare Island Wetlands Mitigation Program

CONTACT: Susan McCue, Economic Development Program Manager  
(707) 553-7283 or e-mail: [smccue@ci.vallejo.ca.us](mailto:smccue@ci.vallejo.ca.us)

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

**AGREEMENT TO NEGOTIATE EXCLUSIVELY FOR THE MARE ISLAND  
WETLANDS MITIGATION PROGRAM**

BE IT RESOLVED by the City of Vallejo as follows:

THAT WHEREAS there are over 3,787 acres of submerged lands, wetlands, endangered species habitat and former dredge ponds on Mare Island; and

WHEREAS the majority of the property is set aside as Public Trust Parcels and is subject to the Public Trust; and

WHEREAS in late 2004, the State Legislature approved and the Governor signed Senate Bill 1481 which conveyed to the City of Vallejo all the state's rights, title and interest in tide and submerged lands and lands underlying inland navigable water within the boundaries of the City, and

WHEREAS the Weston Solutions, Inc. entered into discussions on utilizing all or a portion of the wetlands on Mare Island for wetlands mitigation purposes, and

WHEREAS Weston Solutions, Inc. has proposed the formation of a Wetlands Mitigation Program.

NOW, THEREFORE, BE IT RESOLVED that the Vallejo City Council hereby authorizes the City Manager or his designee:

1. To execute an Agreement to Negotiate Exclusively for the Mare Island Wetlands Mitigation Program with Weston Solutions, Inc. in substantially the same form as attached to the staff report.
2. To extend the Term of the Agreement to Negotiate Exclusively an additional ninety (90) days, if he determines, in his sole discretion, that Weston Solutions and the City have made substantial progress towards reaching agreement on negotiating a Mitigation Program Management Lease.
3. To execute any other document or instrument and take any additional action, including an amendment to the terms of this agreement, that does not require the expenditure of City funds as may be necessary to carry out the purpose of the agreement.

ADOPTED by the Council of the City of Vallejo at a regular meeting held on July 10, 2007 with the following vote:

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**ATTACHMENT A**



AGREEMENT TO  
NEGOTIATE EXCLUSIVELY  
BETWEEN  
THE CITY OF VALLEJO  
AND  
WESTON SOLUTIONS, INC.  
CONCERNING  
THE  
MARE ISLAND  
WETLANDS MITIGATION  
PROGRAM

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- Exhibit A: Description and Map of the Property
- Exhibit B: Schedule
- Exhibit C: Insurance Requirements

AGREEMENT TO NEGOTIATE EXCLUSIVELY  
FOR THE MARE ISLAND WETLANDS MITIGATION PROGRAM

THIS AGREEMENT TO NEGOTIATE EXCLUSIVELY FOR THE MARE ISLAND WETLANDS MITIGATION PROGRAM ("Agreement") is entered into as of June \_\_, 2007 ("Effective Date"), by and between the CITY OF VALLEJO, a municipal corporation ("City"), and WESTON SOLUTIONS, INC., a Pennsylvania corporation ("Weston").

RECITALS:

A. The City has acquired control of certain properties referred to as the Western Early Transfer Parcel ("WETP") from the United States Navy, subject to certain agreements entered into by and between the City, Weston, and the State Lands Commission of the State of California.

B. The City desires to potentially engage a firm to manage and/or lease portions of the WETP for the purposes of creating and operating a Wetlands Mitigation Program ("Mitigation Program"), which, if approved, will result in the creation of new wetlands from suitable upland areas within the WETP and/or restoration, enhancement and preservation of existing wetlands within the WETP, for environmental benefits to the San Pablo Bay area as well as economic benefit to the City.

C. Weston desires to develop, manage, and operate a Mitigation Program within portions of the WETP.

D. The City, in recognition of Weston's five years experience in accumulating environmental data and coordination associated with the former development of the Dredge Material Disposal Facility (DMDF), the wetland mitigation plans associated with the DMDF, and the environmental cleanup activities within the WETP that can be applied directly to the Mitigation Program, wishes to negotiate exclusively with Weston to take advantage of that experience in an effort to apply the same to the Mitigation Program.

E. Through the existing Mare Island Remediation Agreement between Weston and the City, Weston is actively engaged in the environmental management and clean-up of the WETP and the adjacent Area H1 Landfill, Western Magazine Area and Installation Restoration Property 5, and the parties anticipate there will be beneficial synergy between the clean-up activities and the operation of the Mitigation Program.

F. The Mitigation Program will contribute to a beneficial environmental management strategy for the WETP.

NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, CITY AND WESTON HEREBY AGREE AS FOLLOWS:

1. **TERM OF AGREEMENT.** The term of this Agreement ("Negotiation Period") shall commence on the Effective Date and terminate on the earlier of: (1) the parties approval and execution of a Mitigation Program management lease agreement covering the Property ("Lease"); 2) December 31, 2007; or 3) termination of the Agreement in accordance with Section 8 hereof.
2. **DEFINITION OF THE PROPOSED MITIGATION PROGRAM.** City and Weston contemplate that the proposed Lease would address those portions of the WETP to be managed by Weston for the City for the purposes of creating and operating a Mitigation Program. City and Weston anticipate that the Mitigation Program will encompass the upland portion of Investigation Area J (tidal marsh) within the WETP and the former Navy dredge ponds within Investigation Area I, which are more specifically described and depicted as Ponds 7, 2S, 2M, 2N, 4S, 4M, 4N, 1, 3W, 3NW, 3E, and 5NW ("Property") in the legal description and map attached hereto as Exhibit "A" and incorporated herein by reference.
3. **REIMBURSEMENT OF COSTS.** Weston shall reimburse City for City's actual and reasonable out-of-pocket expenses, including all costs of City's economic consultants and attorneys' fees incurred in connection with the negotiation and preparation of this Agreement and the proposed Lease (collectively, "City Expenses"). Weston shall be obligated to pay City Expenses pursuant to this Section 3, regardless of whether the parties enter into the proposed Lease as contemplated by this Agreement.

The parties estimate that the City Expenses will not exceed \$70,000.00 ("Expenses Cap"). The parties acknowledge and agree that City has incurred an estimated \$12,000.00 in City Expenses prior to the Effective Date. Therefore, concurrently with its execution of this Agreement, Weston shall submit to City \$12,000.00 ("Initial Reimbursement") in the form of a cashier's check or other immediately available funds to be used by City to pay City Expenses incurred prior to the Effective Date. City shall use any unexpended or uncommitted portion of the Initial Reimbursement, if any, to satisfy additional City Expenses incurred by City during the term of this Agreement. Weston shall remain obligated to reimburse City for City Expenses incurred which are not satisfied by the Initial Reimbursement funds.

Following the Effective Date, City shall transmit to Weston, not more frequently than monthly, a copy of each invoice, bill or other evidence that City has incurred City Expenses. Weston shall pay the City Expenses to City in full within thirty (30) days after receipt of each invoice, bill or other evidence of such City Expenses. If Weston does not pay the City Expenses to City within such 30-day period, then City may send a second notice and demand for payment. Weston's failure to pay such City Expenses, in full, within ten (10) days following such second notice shall be deemed a default by Weston hereunder and City may immediately terminate the Agreement without further notice or opportunity to cure.

City agrees that Weston's obligation to reimburse City shall not exceed the Expenses Cap without Weston's written approval. In the event City determines that, in order to carry out its obligations under this Agreement, the City Expenses will exceed the Expenses Cap, City shall request Weston's written approval of such increase. If Weston fails to provide such written approval within ten (10) business days following City's request, this Agreement may be terminated by City in its sole discretion. If City terminates this Agreement as provided in this paragraph, neither party shall have any further rights against or liability to the other under this Agreement, except that Weston shall reimburse City for City Expenses incurred within the Expenses Cap prior to the effective date of termination and Weston shall remain obligated to indemnify City as provided in Section 9 hereof.

4. NEGOTIATIONS FOR THE LEASE.

- a. During the Negotiation Period, City and Weston agree to negotiate exclusively with each other and no one else, the terms and conditions of the proposed Lease. City agrees that, during the Negotiation Period, it will not contact, offer, or negotiate with any other person or entity in connection with creating and operating a Mitigation Program on the Property, without the prior written approval of Weston.
- b. City and Weston shall negotiate the proposed Lease in accordance with the proposed schedules and time lines set forth in Exhibit "B", attached hereto ("Schedule") and incorporated herein by reference.
- c. During the Negotiation Period, Weston will continue to disk the seven formerly managed dredge ponds, at Weston's cost, to maintain these ponds free of habitat which may interfere with enhancement options and/or reduce future economic value related to the proposed Mitigation Program.

5. LEASE TERMS. City and Weston contemplate that the proposed Lease may include, among other terms, the following:

- a. Weston would have the right to manage and/or lease portions of the Property described herein to the extent that control of such Property is within the control of the City or can be acquired from the Navy and/or the State Lands Commission of the State of California by the City.
- b. Weston would have the right to manage long term leaseholds of rights acquired by City from the State of California pursuant to Chapter 588 of the Statutes of 2004, State of California (Senate Bill No. 1481), subject to all applicable law and necessary governmental approvals.
- c. Weston would be granted a "right of first offer" to certain other mutually agreed upon City-controlled property at Mare Island that may qualify for inclusion in the Mitigation Program.

- d. The parties would mutually cooperate on the diligent processing of land use, environmental and other permits and approvals for the Mitigation Program, consistent with Federal, State and City policies and practices. If City determines that the Mitigation Program is subject to the California Environmental Quality Act (CEQA) and/or the National Environmental Policy Act (NEPA), City, at Weston's expense, would prepare any initial study to determine whether the Mitigation Program may result in significant environmental effects.
  - e. City, at Weston's expense, would agree to diligently process and consider certain subsequent land use and planning approvals and conduct appropriate environmental review in connection with such entitlements sought by Weston which may require further amendments to the City-initiated General Plan Amendment, the Specific Plan/Master Plan, the Unit Plan, any use permit and/or any other approvals necessary for Weston to operate the Mitigation Program.
  - f. City, at Weston's expense, would agree to consider and evaluate potential public financing and other funding options in connection with the Mitigation Program.
  - g. City and Weston would agree to cooperate in good faith to accelerate the economic benefits of the Property and coordinate the environmental cleanup activities of adjacent areas.
  - h. City and Weston would agree to an allocation of revenues generated from operation of the Mitigation Program between City and Weston.
6. COOPERATION IN PROCESSING ENTITLEMENTS DURING THE NEGOTIATION PERIOD. During the Negotiation Period, Weston will attempt to obtain the land use and other regulatory approvals process necessary to develop the Mitigation Program. City, at no expense to City, will cooperate with Weston in those efforts and make reasonable efforts to expedite consideration of such land use applications and other regulatory filings. City and Weston agree to consult with one another on an ongoing basis in an effort to diligently undertake all steps necessary to adhere to the Schedule during the Negotiation Period.
7. TERMINATION. In addition to City's right to terminate this Agreement pursuant to Section 3, either City or Weston, may, upon the failure of the other to diligently and in good faith meet its obligations herein, terminate this Agreement on 30 days written notice to the non-terminating party which states the terminating party's reason for its intention to terminate. If, during such 30 day period, the non-terminating party has failed to cure such failure in its performance, this Agreement shall terminate. Except as otherwise provided herein, following such termination, neither party shall have any further rights or liability under this Agreement.

8. **LIMITATIONS.**

- a. By its execution of this Agreement, City is not committing itself to or agreeing to commit itself to enter into the proposed Lease or any similar document, to approve any entitlements, or to take any other actions requiring the subsequent independent exercise of discretion by the City, the City Council or any department thereof (except that by execution of this Agreement the City agrees to allow Weston to enter upon the Property, as contemplated by paragraph 4c). This Agreement does not constitute a disposition of property by the City. Execution of this Agreement by City is merely an agreement to enter into a period of exclusive negotiations according to the terms and conditions hereof, reserving final discretion and approval by the City Council as to any agreement and all proceedings and decisions in connection therewith.
- b. By its execution of this Agreement, Weston does not commit itself to enter into the Lease or any other agreement. The parties recognize that Weston must first conduct due diligence investigations and negotiate the terms of the proposed Lease before entering into any further agreement.

9. **RIGHT OF ACCESS.** Weston may request approval from the City to enter upon parcels controlled by the City for the purpose of conducting surveys, collecting soil samples and performing other such studies necessary for determining the suitability of the Property, including soils, toxic conditions and munitions-related contamination, for the proposed Wetlands Mitigation Program and performing the tasks described in paragraph 4c.

10. **INDEMNIFICATION.** Weston shall indemnify, defend, and hold the City, its employees, officers, agents, representatives, volunteers and elected officials harmless from and against any claim for damages to person or property whatsoever arising out of any activity of Weston, its employees, officers, agents, representatives, contractors, subcontractors or consultants, on or about the Property or in any way arising out of this Agreement, with the exception of the sole negligence or willful misconduct of City.

11. **INSURANCE.** Weston agrees to comply with all of the Insurance Requirements set forth in Exhibit C, attached hereto and incorporated herein by reference. The approval of insurance coverage by City does not in any way relieve Weston of any liability under this Agreement. Failure to maintain required insurance at all times shall constitute a default and material breach.

12. **USE OF VALLEJO BUSINESSES.** Weston shall use its best efforts to utilize Vallejo businesses for services, when necessary, in performance of its activities pursuant to this Agreement.

13. **WESTON PARTICIPATION IN PROPERTY JURISDICTIONAL AFFAIRS.** City shall use good faith diligent efforts to allow Weston and its attorneys and

other representatives to participate in all contract negotiations related to the Property, including those with Navy, the State of California, Lennar Mare Island, LLC and other jurisdictional agencies.

14. CITY COUNCIL APPROVAL. Any agreement resulting from the negotiations hereunder shall become effective only after, and if, the agreement has been properly considered and approved by the City Council.
15. NOTICES. All notices or communications required hereunder between City and Weston shall be in writing, and may be given either personally, by a recognized national overnight courier or by certified United States mail, return receipt requested. If given by United States mail, the notice shall be deemed to have been given on the date of receipt or rejection as shown on the receipt, or if no return receipt is requested, three (3) business days after deposit of the mail postage prepaid. If personally delivered, notice shall be deemed to have been given on the date of delivery to the party to whom it was addressed. If by national overnight courier, notice shall be deemed to have been given one day after delivery to the courier service. Any party hereto, by giving ten (10) business days' written notice to the other, may designate any other address in substitution of the address to which the notice or communication shall be given. Notices or communications shall be given to the parties at the addresses set forth below, unless and until specified otherwise in writing:

If to City: City of Vallejo  
555 Santa Clara Street  
Vallejo, CA 94590  
Attn: City Manager  
Tel: 707-648-4575  
Fax: 707-648-4426

With Copies to: City of Vallejo  
555 Santa Clara Street  
Vallejo, CA 94590  
Attn: City Attorney  
Tel: 707-648-4545  
Fax: 707-648-4687

If to Weston: Weston Solutions, Inc.  
750 Dump Road  
Vallejo, CA 94592  
Attn: Dwight W. Gemar, P.E.  
Tel: 510.562.3352  
Fax: 510.562.3266

With Copies to: Albert M. Lavezzo  
Charles B. Wood, III  
Favaro, Lavezzo, Gill, Caretti & Heppell



300 Tuolumne Street  
Vallejo, CA 94590  
Tel: 707-552-3630  
Fax: 707-552-8913

16. NO CONFLICT WITH SETTLEMENT AGREEMENT. Weston and the City acknowledge and agree, as between themselves, that the Mitigation Program does not constitute commercialization or reactivation of the dredge ponds for disposal of dredge material and, accordingly, the Mitigation Program does not conflict with, or in any way violate, the existing Dredge Pond Three Party Settlement Agreement dated January 26, 2006 between Weston, City and Lennar Mare Island, LLC.
17. MISCELLANEOUS.
  - a. This Agreement may not be assigned by Weston to another party, and any purported voluntary or involuntary assignment of Weston's exclusive negotiation rights granted herein shall be null and void.
  - b. This Agreement is entered only for the benefit of the parties executing this Agreement and not for the benefit of any other individual, entity or person.
  - c. This Agreement may be amended only in writing by the mutual agreement of the original parties.
  - d. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provision of this Agreement shall continue in full force and effect.
  - e. This Agreement shall be construed and enforced in accordance with the laws of the State of California without reference to choice of laws rules.
  - f. This Agreement constitutes the entire understanding and agreement of the parties and supersedes all prior understandings, negotiations or agreements, between the parties with respect to the subject matter hereof.
  - g. This Agreement has been reviewed by legal counsel for all parties, and no presumption or rule that ambiguities shall be construed against the party shall apply to the interpretation or enforcement of this Agreement.
  - h. Captions at the beginning of each paragraph of this Agreement are for reference only and shall in no way define or interpret any provision hereof.
  - i. Time is of the essence in this Agreement.

- j. In the event that legal action is necessary to enforce any terms or conditions of this Agreement, the prevailing party shall be entitled to recover from the other party its reasonable attorneys' fees and costs.
- k. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement.
- l. Weston and each person executing this Agreement on behalf of Weston does hereby covenant and warrant that (1) Weston is duly incorporated and validly existing under the laws of Pennsylvania, (2) Weston has and is duly qualified to do business in California, (3) Weston has full corporate power and authority to enter into this Agreement and to perform all of Weston's obligations hereunder, and (4) each person (and all of the persons if more than one signs) signing this Agreement on behalf of Weston is duly and validly authorized to do so.

18. LIST OF EXHIBITS.

- Exhibit A Map of Property
- Exhibit B Insurance Requirements

IN WITNESS WHEREOF, City and Weston have entered into this Agreement as of the Effective Date.

CITY OF VALLEJO  
a municipal corporation

WESTON SOLUTIONS, INC.  
a Pennsylvania Corporation

BY: \_\_\_\_\_  
Joseph M. Tanner, City Manager

BY: \_\_\_\_\_  
ITS: \_\_\_\_\_

DATE : \_\_\_\_\_  
"Effective Date"

ATTEST:

\_\_\_\_\_  
Mary Ellsworth, Acting City Clerk

APPROVED AS TO FORM

\_\_\_\_\_  
Susan McCue, Economic Developer Manager

APPROVED AS TO FORM:

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Frederick G. Soley, City Attorney

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# Mare Island Mitigation Program

Potential Mitigation Areas

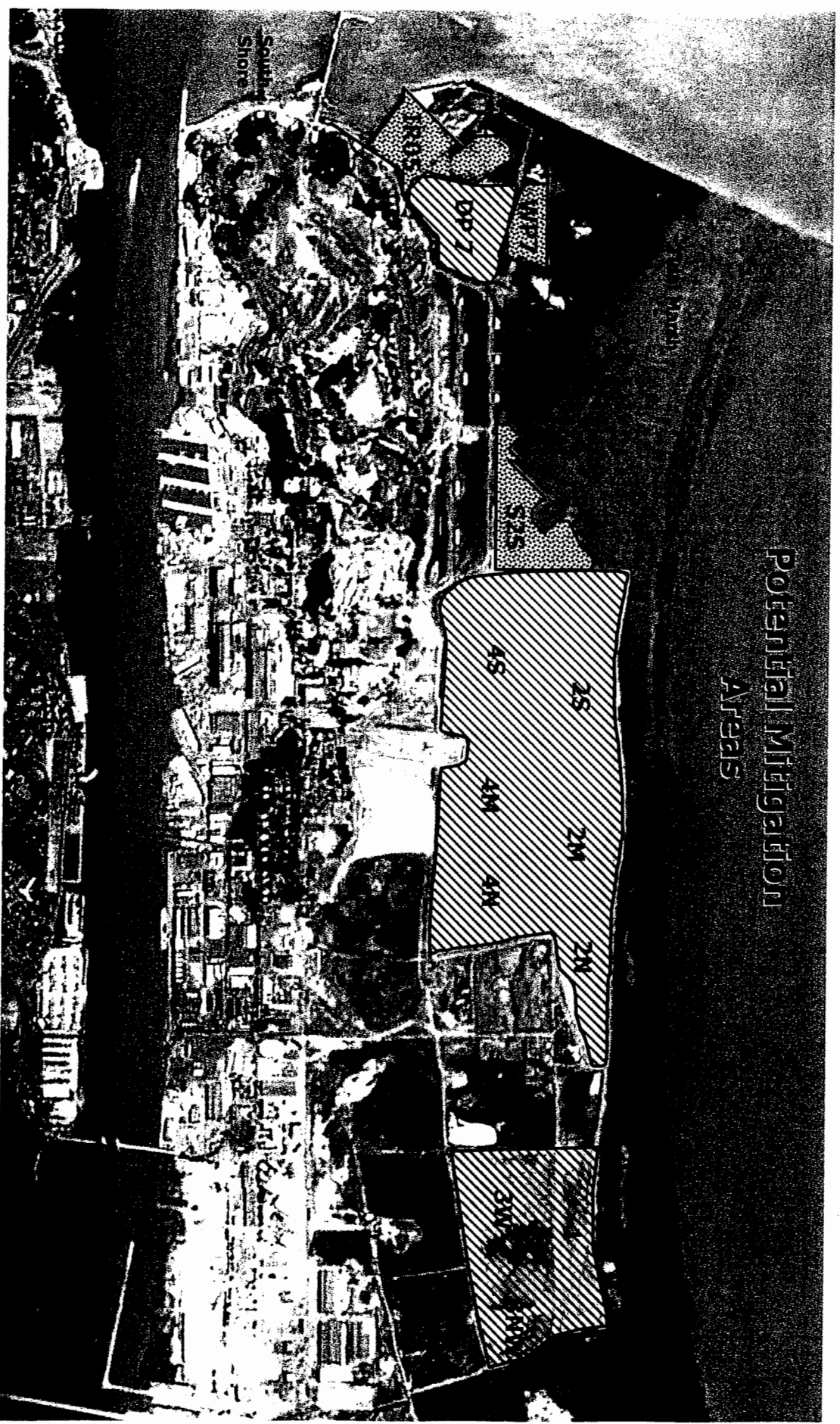


EXHIBIT A

**EXHIBIT B**  
**INSURANCE REQUIREMENTS**

Weston 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 arising out of any activity of Weston, its employees, officers, agents, representatives, contractors, subcontractors or consultants, on or about the Property or in any way arising out of this Agreement.

**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 Weston's profession (Errors and Omission).

**B. Minimum Limits of Insurance**

Weston 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 Weston is not subject to California Workers' Compensation requirements, Weston 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 Weston 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 Weston; products and completed operations of the Weston; premises owned, occupied or used by the Weston; or automobiles owned, leased hired or borrowed by the Weston. 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 Weston'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 Weston'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 Weston'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 Weston'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**

Weston 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**

Weston 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.



Agenda No. ADMIN. B

**COUNCIL COMMUNICATION**

Date: July 10, 2007

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

**FROM:** Craig Whittom, Assistant City Manager/Community Development *CW*  
Brian Dolan, Development Services Director *BD*

**SUBJECT:** Consideration of a Resolution of Intention directing staff to work with the Greater Vallejo Recreation District (GVRD) to update Chapter 3.18 of the Vallejo Municipal Code, Land Dedication and Fees for Park and Recreation Purposes, and to update the current fee schedule.

**BACKGROUND AND DISCUSSION:**

In 2005, the GVRD initiated the updating of its Park and Recreation Master Plan. The plan, entitled "Blueprint for Tomorrow" was adopted by the GVRD on January 11, 2007. During the preparation of the Master Plan, GVRD staff discovered that that the existing park dedication fee authorized by Chapter 3.18 of the Vallejo Municipal Code (VMC) was not creating revenue sufficient to acquire land at current land prices. When new homes are built in Vallejo, Chapter 3.18 of the VMC (see Attachment B) authorizes either the dedication of land consistent with the City's and GVRD's standards for park land, or the payment of in-lieu fees to purchase and develop park land. GVRD hired the firm of Government Financial Strategies, Inc. to evaluate the adequacy of the current in-lieu fee. A draft study was completed in October 2006 (see Attachment C), which concluded that the proportionate cost of acquiring land and developing park facilities significantly exceeds that of the current park impact fee. Specifically, the current park impact fee for an average sized single family home in Vallejo is \$2,350. The study concludes that the cost of purchasing and improving parkland to serve the needs of the residents of such a home is approximately \$9,983.

GVRD has requested that the City Council to consider an impact fee adjustment. In evaluating the GVRD request, the Development Services Director and the City Attorney's office determined that Chapter 3.18 required amendments beyond an update to the fee schedule. Other elements of the ordinance that require updates include applicability, legal authority, use and disbursement of funds, conformance with the General Plan, and other areas. GVRD has agreed to reimburse the City outside counsel costs to draft the necessary updates to the text of Chapter 3.18.

Once these required text amendments have been developed, staff intends to present both



the text amendments and a revised fee schedule to the City Council along with a recommendation of an adjustment in the fee to reflect current land acquisition and park development costs.

**FISCAL IMPACT**

If adopted, the adjustments to the park impact fee would provide increased funding for GVRD to address the park needs created by new development, but will have no fiscal impact to the City of Vallejo. The City of Vallejo collects these fees on behalf of GVRD District at the time of building permit application, but the City does not retain any of the revenue from these fees.

**RECOMMENDATION**

GVRD has provided the necessary documentation to justify an increase in the park impact fee. City staff has reviewed the study prepared by GVRD's consultants and have agreed to facilitate the request for adjustments in the fees. Staff has also identified several areas of the park land dedication and impact fee ordinance that are in need of amendments to provide improvements to the processes authorized by the ordinance, and to address clarifications relating to legal authority, applicability, and other issues. Staff recommends approval of the resolution of intention to prepare an amendment to Chapter 3.18 of the VMC (see Attachment A).

**ALTERNATIVES CONSIDERED**

Staff will consider to what extent to recommend the fees should be adjusted in subsequent stages of this process. Alternative scenarios may be presented when the amendments are completed and brought forward to Council for their consideration.

**ENVIRONMENTAL REVIEW**

This resolution of intention is a precursor to the possible adoption of a future resolution, and a future ordinance, and therefore this resolution is an action which may not cause either a direct physical change in the environment or a reasonable foreseeable indirect physical change in the environment. It is therefore not a 'project' within the meaning of CEQA guidelines 21065.

**PROPOSED ACTION**

Approve a resolution of intention directing staff to work with GVRD to prepare an amendment to Chapter 3.18 of the VMC, Land Dedication and Fees for Park and Recreational Purposes, to update the fee schedule and other language in a form approved by the City Attorney.

**DOCUMENTS ATTACHED**

Attachment A. Resolution of Intention

Attachment B. Existing Chapter 3.18 of the VMC

Attachment C. Greater Vallejo Recreation District, Draft Park Fee Justification Study, October 2006

**CONTACT:**

Brian Dolan, Development Services Director  
(707) 649-5458 or [bdolan@ci.vallejo.ca.us](mailto:bdolan@ci.vallejo.ca.us)

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RESOLUTION NO. N.C.

A RESOLUTION OF INTENTION OF THE CITY COUNCIL DIRECTING STAFF TO PREPARE AN AMENDMENT TO CHAPTER 3.18 OF THE VALLEJO MUNICIPAL CODE, LAND DEDICATION AND FEES FOR PARK AND RECREATIONAL PURPOSES.

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

WHEREAS, the Greater Vallejo Recreation District (GVRD) General Manager has requested that the City consider adjustments to the existing park fee authorized by Chapter 3.18 of the Vallejo Municipal Code; and

WHEREAS, GVRD has provided a draft Park Fee Justification Study prepared by Government Financial Strategies, Inc. dated October 2006, demonstrating that park land acquisition costs and park development costs exceed the revenues received by the existing park fee; and

WHEREAS, City staff has determined that other amendments to the ordinance are necessary to update language relating to applicability, legal authority, use and disbursement of funds, conformance with the General Plan, and other areas; and

WHEREAS, GVRD's general manager has agreed to reimburse the City to retain the law firm of McDonough, Holland & Allen to work with the City Attorney's office to draft proposed changes to the ordinance; and

WHEREAS, this action is a precursor to the possible adoption of an amended ordinance at a future time, and therefore it is an action which may not cause either a direct physical change in the environment or a reasonable foreseeable indirect physical change in the environment, it is therefore not a 'project' within the meaning of CEQA guidelines 21065, and

NOW THEREFORE BE IT RESOLVED, that the City Council hereby directs staff to prepare an amendment to chapter 3.18 of the Vallejo Municipal Code to address issue noted above.

Excerpt from  
City of Vallejo  
Municipal Code

Chapter 3.18

**LAND DEDICATION AND FEES FOR PARK  
AND RECREATIONAL PURPOSES**

**Sections:**

- 3.18.010 Citation of chapter.  
 3.18.020 Legal authority—Conformance to general plan.  
 3.18.030 Legislative findings.  
 3.18.040 Park, open space, and recreation classifications.  
 3.18.050 Standard, formula, and fee schedule for land acquisition and development.  
 3.18.060 Where required.  
 3.18.070 Park location.  
 3.18.080 Dedication procedures.  
 3.18.090 Partial credit for private open space.  
 3.18.100 Option to dedicate improved park or recreational site.  
 3.18.110 Full partial credit given—When.  
 3.18.120 Schedule of improvements—Commitment of funds—Return of unused funds.  
 3.18.130 Park and recreational facilities fund created—Use and disbursement.  
 3.18.140 Use of funds.  
 3.18.150 Exceptions.
- 3.18.010 Citation of chapter.**  
 This chapter shall be known and may be cited as the "park, recreation, and open space dedication ordinance of the city." (Ord. 467 N.C.(2d) 2 (part), 1979.)
- 3.18.020 Legal authority—Conformance to general plan.**  
 This chapter is enacted pursuant to the authority granted the city under the Constitution and laws of the state, and with respect to the filing and approval of subdivision maps, pursuant to the Subdivision Map Act, especially those provisions contained in Section 66477 of the Government Code, and also by virtue of the home rule powers vested in Vallejo as a charter city. The park, recreation, and open space facilities for which the dedication of land and/or payment of fees is required by this chapter are in accordance with the schools and open space ele-

ment of the general plan and the master park and recreation plan of the city. (Ord. 1087 N.C.(2d) § 1 (part), 1990; Ord. 467 N.C.(2d) § 2 (part), 1979.)

**3.18.030 Legislative findings.**

The city council finds that substantial urban growth creates great demands to provide recreational opportunities for physical and mental well-being. Recreation planning should include the entire city, and provide facilities for intensive recreation, such as organized sports and community meetings, as well as areas of open space for more passive recreation to provide contact with the natural environment. The council further finds that these goals and the needs of residents of new residential developments can sometimes be better obtained by providing strategically placed large parks and recreational facilities, rather than a number of small neighborhood parks and facilities. The recreational needs of the community and of residents of new residential developments can be met by providing for and establishing the types of facilities classified in Section 3.18.040. (Ord. 467 N.C.(2d) § 3 (part), 1979.)

**3.18.040 Park, open space, and recreation classifications.**

A. Neighborhood Parks. These facilities are approximately four to seven acres in size, and are designed primarily to provide facilities for preschool, and elementary, age children. They may be combined with or be located adjacent to elementary school sites. They may include open, multiuse turf-ed playfields, play apparatus areas, park-like landscaped areas, multigame court areas, sanitation facilities and/or meeting facilities.

B. Community Parks. These facilities are approximately twelve to fifteen acres in size and are designed primarily for recreational activities of all age groups. They may be combined with or be located adjacent to junior high or high school sites. They may include open, multiuse turf-ed areas, sports field, play apparatus areas, park-like landscaped areas, tennis courts, swim centers, recreation buildings, lighted ballfields, picnic areas, parking, and sanitation facilities.

C. District/Citywide Parks. These facilities afford contact with the natural and/or historic environment and possess a unique character or function not found in neighborhood or community parks. Development should be consistent with the geographic and environmental characteristics of the park site, and may include a variety of special use facilities such as swimming, boating, fishing, golf, hiking, interpretive facilities, scenic overlooks, picnic areas, and other similar facilities.

D. Trail Systems. This includes district/citywide pathways using public easements, rights-of-way, and natural features such as watercourses and ridgelines, providing a nonvehicular circulation system throughout the city and district to connect major facilities and points of activity and interest. Such a trail system increases the effectiveness of recreational opportunities by providing the linkage between separate facilities to create a continuous recreational network. Such a system itself also provides recreation opportunities, such as walking, jogging, bicycling, nature study, photography, and the like.

E. Open Space Areas. Open space areas themselves have recreational value and merit, providing visual relief from the urban landscape and providing opportunities for passive and active recreation. Open space areas are defined in the open space and resource conservation element of the general plan. (Ord. 467 N.C.(2d) § 2 (part), 1979.)

### 3.18.050 Standard, formula, and fee schedule for land acquisition and development.

A. Standards. It is found and determined by the city council that the public interest, convenience, health, safety, and welfare require that four and one-quarter acres of land for each one thousand persons within the city be acquired and developed to city standards for park, recreation, and open space purposes. It is further found and determined by the city council that said ratio (four and one-quarter acres of land for each one thousand persons) is justified and permissible under SB 1785 (Chap. 1467, Stats. 1982, [Government Code § 66477]) as established by the findings and conclusions in Section 1 of Ordinance 726 N.C.(2d) (uncodified). For purposes of this section, it is deemed that:

1. Each efficiency or one bedroom unit shall house one and one-half persons.
2. Each two bedroom unit shall house two persons.
3. Each three bedroom unit shall house two and one-half persons.
4. Each four bedroom unit shall house three and one-half persons.
5. Each five bedroom and larger unit shall house four and one-half persons.

B. Formula. In order to provide for both acquisition and development of park, recreation, and open space land and facilities, it is hereby determined that acquisition and development costs are one hundred seventeen thousand six hundred forty-seven dollars per acre. The following formula shall be used to calculate a schedule of fees to support acquisition and development:

$$\frac{4.25 \text{ acres}}{1,000 \text{ persons}} \times \frac{\text{Persons}}{\text{Housing unit}} \times \$117,647.00 = \text{Fee for housing unit.}$$

C. Fee schedule. The fee schedule shall be as follows:

1 bedroom	—	\$ 750.00
2 bedrooms	—	1,000.00
3 bedrooms	—	1,250.00
4 bedrooms	—	1,750.00
5 bedrooms	—	2,250.00

D. Mobile Home Fee Schedule. The fee schedule for mobile home parks shall be as follows:

Adult mobile home parks	—	\$400.00 per space.
Other mobile home parks	—	\$1,000.00 per space.

E. Fee Schedule Escalation. Commencing January 1, 1991, the fees established in this section shall be automatically adjusted by the Engineering News-Record Construction Cost Index for the San Francisco Bay Area.

F. Changes in Fee Schedule. The city council may also from time to time, at its discretion, revise, alter, amend and/or delete any of the changes set forth in this section by adoption of the appropriate ordinance or ordinances. (Ord. 1087 N.C.(2d) § 1 (part), 1990; Ord. 726 N.C.(2d) § 2, 1984; Ord. 540 N.C.(2d) § 1, 1980; Ord. 467 N.C.(2d) § 2 (part), 1979.)

### 3.18.060 Where required.

As a condition of: (A) the approval of a final subdivision map; (B) the approval of a residential development which does not require the subdivision of land; or (C) the issuance of a building permit when none of the foregoing is applicable; the subdivider, the developer, the owner, or the builder, as the case may be, shall dedicate land, pay a fee in lieu thereof, or both, at the option of the city, for park, recreation, or open space purposes according to the standards and formula contained in this chapter. If dedication and/or payment of fees is made as a condition of subdivision map approval, but was based on a lesser total population than that required by actual development, the difference between the dedication and/or payment of fees made at the time of subdivision map approval and that actually required by the development shall be made a condition of approval of the development. Payment of the fees shall be made at the building permit stage, or other similar permit if no building permit is required. (Ord. 467 N.C.(2d) § 2 (part), 1979.)

### 3.18.070 Park location.

A. Each park, recreation, and open space site shall be determined by the planning director of the city in consultation with the administrator of the greater Vallejo recreation district, or his designated representative, and

approved by the planning commission of the city with the concurrence of the board of directors of the greater Vallejo recreation district.

B. In determining the location of park, recreation, and open space land and facilities, the planning director, in consultation with the administrator, shall consider the following:

1. The general plan, and in particular, the open space and conservation element and the master park and recreation plan;
2. The topography, geology, access, and location of suitable land;
3. The size and shape of the proposed development, and its relationship to proposed and existing facilities.

C. When the proposed site falls within the confines of the proposed development, land shall be reserved or dedicated, at the city's option, with the concurrence of the greater Vallejo recreation district for park, recreation, or open space purposes. Reservation shall be accomplished in the method described in Chapter 15.44 of this code. (Ord. 467 N.C.(2d) § 2 (part), 1979.)

**3.18.080 Dedication procedures.**

When the subdivision of land is involved, dedication of land may be made as a condition of approval of the final subdivision map. When subdivision of land is not involved, the dedication shall be made as a condition of such approval as may be required by the zoning ordinance or other applicable ordinances of the city including, but not limited to, planned unit development approval, integrated project approval, issuance of a building or use permit, or approval of site development plans. (Ord. 467 N.C.(2d) § 2 (part), 1979.)

**3.18.090 Partial credit for private open space.**

A. Where private open space for park and/or recreational purposes is provided in a proposed subdivision or residential development and such open space is to be privately owned and maintained by the future residents of the subdivision or development, partial credit may be given by the city, not to exceed fifty percent against the requirement of land dedication and/or payment of fees in lieu thereof, if the planning commission of the city, after receiving recommendations from the administrator of the greater Vallejo recreation district, or his designated representative, and the planning director of the city, finds that it is in the public interest to do so and that all the following conditions and standards are met:

1. Yard, court areas, setbacks, and other open areas required to be provided or maintained by the zoning, building and other ordinances of the city, and the rules

and regulations promulgated thereunder, shall not be included in the compilations of such private open space areas;

2. Private ownership and maintenance of the open space area is adequately provided for by virtue of recorded written agreement, conveyance or restrictions, as approved by the city attorney;

3. Use of the private, open space area is restricted for park and recreational purposes by a recorded conveyance, which runs with the land in favor of the future owners of the property, and which cannot be amended or eliminated without the consent of the city council, all as approved by the city attorney;

4. Proposed private, open space area is reasonably adaptable for use for park and/or recreational purposes, taking into consideration such factors as size, shape, topography, geology, access and location;

5. Facilities proposed for such open space area are in substantial accord with the provisions of the general plan and the master park and recreation plan;

6. Area for which credit is granted shall be of sufficient size to satisfy the requirements of the general plan and provide a minimum of five of the following local park and basic recreational elements listed below, or a combination of such, and other recreational improvements which will meet the specific park or recreational needs of the future occupants or residents of the subdivision or development:

Criteria List	Acres
a. Children's play apparatus area	.50 to .75
b. Landscape park-like and quiet areas	.50 to 1.00
c. Family picnic areas	.25 to .75
d. Game court area	.25 to .50
e. Turf play field	1 to 3
f. Swim pool (42 ft. x 75 ft. with adjacent deck and lawn areas)	.25 to .50
g. Recreation center building	.15 to .25
h. Tennis courts	Minimum of 2 courts
i. Other	As determined by planning director

B. Before credit shall be given, the planning commission of the city shall make written findings that the standards set forth in subsection A of this section are in the judgment of the commission met. (Ord. 467 N.C.(2d) § 2 (part), 1979.)

**3.18.100 Option to dedicate improved park or recreational site.**

Any subdivider, developer, owner or builder shall have the option of dedicating to the city, with concurrence of the greater Vallejo recreation district, an improved park or recreational site rather than dedicating land and/or fees in lieu of land; provided, that any such improved park or recreational site must:

A. Consist of four and one-quarter acres of land per each one thousand persons to be housed in the proposed development, but in no event less than four acres.

B. Be located in keeping with the criteria and principles as set forth in the general plan and further as delineated and prescribed by the neighborhood parks and services areas plan adopted by the city council on October 30, 1972, as amended.

C. Be constructed to plans and specifications approved by the city council, upon recommendation of the planning commission of the city and the board of directors of the greater Vallejo recreation district; and

D. Be completed and ready for public use within the time fixed by the city council. The dedication of such improved park or recreational site shall constitute one hundred percent credit towards land dedication and/or fees in lieu thereof as required under the provisions of this chapter. (Ord. 467 N.C.(2d) § 2 (part), 1979.)

**3.18.110 Full/partial credit given—When.**

If, within five years immediately preceding the adoption of the ordinance codified in this chapter, any subdivider, developer, owner or builder, including but not limited to a public agency, has dedicated land and/or paid fees as a contribution fulfilling the commitment in whole or in part required under this chapter for that particular service area as designed in the neighborhood parks and services areas plan, then full or partial credit, as the case may be, shall be allowed and exemption granted from the requirements of land dedication and/or payment of fees under the ordinance codified in this chapter. Upon request and after consultation with the planning director of the city and the administrator of the greater Vallejo recreation district, the city manager shall certify in writing that credit is due under the provisions of this section, the extent to which an exemption shall be granted, and a statement of facts in such detail as the city manager deems necessary to support his determination. (Ord. 467 N.C.(2d) § 2 (part), 1979.)

**3.18.120 Schedule of improvements—  
Commitment of funds—  
Return of unused funds.**

The city shall develop a schedule specifying how and when it will use the land or fees or both to develop park or recreational facilities, or targeting certain improvements for acquisition, construction, and installation. Any fees collected under this chapter shall be committed within five years after the payment of such fees or the issuance of building permits on one-half of the lots created by the subdivision, whichever occurs later. If such fees are not committed, they shall be distributed and paid to the then record owners of the subdivision in the proportion of the number of bedrooms which were initially used to compute the fees. (Ord. 467 N.C.(2d) § 2 (part), 1979.)

**3.18.130 Park and recreational facilities  
fund created—Use and disbursement.**

A. There is created a special fund of the city to be known as the park and recreational facilities fund, into which shall be deposited all fees received under the provisions of this chapter. The finance director shall keep records of fees paid by individual subdivisions, in case a return of funds becomes necessary pursuant to Section 3.18.120. Any interest accruing on account of time deposit of the fund, or otherwise, shall be deposited to the credit of the fund.

B. Upon receipt of a written application from the greater Vallejo recreation district for disbursement of moneys from the fund on account of expenditures made or proposed for the benefit or use of parks or recreational facilities, the finance director shall immediately so advise the city manager and the planning director of such request, and provide them with copies of any accompanying documents or papers that might have been submitted by the recreation district in support of the application. Within ten days after receipt of such notice, the planning director shall advise the city manager whether the disbursement made or proposed is in keeping with the general plan and the master park and recreation plan. If the planning director fails to so certify within ten days, it shall be presumed that he has made a positive finding therein. Within five days thereafter, the city manager shall, if a positive finding has been made or presumed, approve payment as requested by the greater Vallejo recreation district.

C. The decision of the city manager disapproving the application is subject to review by the planning commission upon request of the greater Vallejo recreation district made within ten days of delivery of such notice of disapproval. The planning commission shall then make its

recommendation on the matter to the city council. (Ord. 467 N.C.(2d) § 2 (part), 1979.)

**3.18.140 Use of funds.**

Moneys in the fund may be used for acquisition of land for parks or recreational facilities or open space, for improvement thereto, for consultation fees, feasibility studies, environmental review, and professional services performed in connection with acquisition or improvement of parks, recreational facilities, or open space, or for other purposes appurtenant thereto. (Ord. 467 N.C.(2d) § 2 (part), 1979.)

**3.18.150 Exceptions.**

The provisions of this chapter shall not be applicable to second family residential units (as defined in Section 16.04.398), nor to nonresidential subdivision, developments, or construction, nor to the rehabilitation and/or conversion of existing motels, hotels, or rooming houses to residential projects within the area defined by the map of the Downtown Off-street Parking Assessment District, a copy of which is attached to and made a part of the ordinance codified in this section, even if an additional number of units, or additional square feet of gross floor area, is added; provided further, that the applicability of the provisions of this section is intended to and does have a retroactive effect upon any existing structure and does retroactively remove the obligation of such structures which have been rehabilitated or converted to residential projects to pay said taxes. The provisions of this chapter shall also not be applicable to condominium projects which consist of the subdivision of air space in an existing apartment building which is more than five years old when no new dwelling units are added. If dwelling units are added, the new units shall pay the fees designated in this chapter which are in force at the time the units are added to the complex. If the apartment building being converted is less than five years old, it shall pay the fees for all the units, calculated at the difference between the current fees for such units and the fees which were or could have been imposed at the time of the original construction. (Ord. 695 N.C.(2d) § 3, 1983; Ord. 612 N.C.(2d) § 3, 1981; Ord. 467 N.C.(2d) § 2 (part), 1979.)



# Greater Vallejo Recreation District

## *Park Fee Justification Study*

October 2006



## Greater Vallejo Recreation District

### Park Fee Justification Study

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Appendix A: Survey of Park Fees of Neighboring Cities

## EXECUTIVE SUMMARY

Pursuant to Government Code Section 66477 et. seq., also known as the Quimby Act, cities, in coordination with recreation districts, are authorized to require park land dedication by new residential development that includes subdivisions. Quimby fees may be levied in lieu of park land dedication. Pursuant to Government Code Section 66000 et. seq., cities and recreation districts are authorized to levy park impact fees on new residential development.

The Quimby Act together with park impact fees create a comprehensive program to provide parks to the residents of a community. The dedication of land, as authorized by the Quimby Act, may be preferable to the payment of fees by both the subdivider and recreation district. Park impact fees supplement the Quimby Act by incorporating the fiscal impact of non-subdivided residential projects and the cost of park improvements. Both Quimby fees and park impact fees can be used to fund park land and improvements to accommodate new residents. The payment of Quimby fees is as a condition to the approval of a tentative or parcel map, and the payment of park impact fee is as a condition to the issuance of a building permit, final inspection, or certificate of occupancy.

Currently, the City of Vallejo, on behalf of the Greater Vallejo Recreation District ("District"), is charging Quimby fees ranging from \$1,376 to \$4,127 per unit, depending on the number of bedrooms in the residential unit.

New residential development in the Greater Vallejo Recreation District will increase the number of residents in the District. The District's available park capacity will not accommodate all of these additional residents without reducing park service below the adopted standards. Therefore, land dedication requirements and Quimby fees are needed to serve this increase in population. The District's current land dedication requirements do not reflect average household size based on the 2000 U.S. Census, and the District's current Quimby fees do not reflect the 2000 U.S. Census or current park land acquisition costs. Consequently, updated land dedication requirements and Quimby fees are needed to support the acquisition of park land. Park impact fees are needed to fund the acquisition of park land and improvements. If both fees are levied, then a subdivider subject to both fees would pay the park impact fee and would receive a credit in the amount of the value of land dedicated or the Quimby fee paid. As a result, the park impact fee would be reduced so that the subdivider would not pay twice for costs associated with the acquisition of park land.

Presently, based on the Greater Vallejo District's park capacity and the adopted park service standards, the District's park capacity falls short of that needed to accommodate current residents for both neighborhood and community parks. There is currently a shortfall of approximately 155 acres for neighborhood parks and a shortfall of approximately 60 acres for community parks. Therefore, there is no neighborhood and community park capacity beyond the park service standards that could be utilized by new residential development. The District does not have park service standards for other types of parks, such as open space/linear parks and special purpose parks/facilities, at this time. Given that the City of Vallejo's population is projected to increase by 42,301 residents over the next twenty years, neighborhood and community park capacity will need to be increased to maintain the park service standards for these new residents.

Based upon the analyses and findings contained in this *Park Fee Justification Study* ("Study"), each new residential development will require land dedication of 339 square feet to 565 square feet per unit, depending on the type of residential development, in order to maintain park service standards for new residents. The equivalent park land acquisition cost is \$4,097 to \$6,829 per unit, depending on the type of residential development. Therefore, the District is justified in charging Quimby fees (in lieu of park land dedication) of \$4,097 to \$6,829 per unit on new residential development with subdivisions as allowed by law. Further, on average, each new residential development will create a total impact of \$5,990 to \$9,983 per unit, depending on the type of development, in park land and improvement costs. Therefore, the District is justified in charging park impact fees of \$5,990 to \$9,983 per unit on all new residential development as allowed by law.

## INTRODUCTION

The City of Vallejo, on behalf of the Greater Vallejo Recreation District, previously set the Quimby fee schedule in 1990. Each year thereafter, this fee schedule was to be adjusted by the *Engineering News Record Construction Cost Index* for the San Francisco Bay Area. The District's current fees are based on the number of bedrooms in the new residential unit to be charged and are as follows:

<u>Number of Bedrooms</u>	<u>Current Quimby Fee</u>
5	\$4,127
4	\$3,210
3	\$2,296
2	\$1,834
1	\$1,376

Land dedication requirements and Quimby fees are authorized by Government Code 66477 et seq., also known as the Quimby Act. The Quimby Act is named after former Assemblyman John P. Quimby. Quimby fees may be levied in lieu of the land dedication requirements. The requirements and fees may be imposed on new residential development with subdivisions as allowed by law. The authorizing legal codes contain specific requirements for the calculation of the requirements and fees, which are incorporated into this *Study*. Pursuant to Government Code Section 66477(a)(5), the fees must "bear a reasonable relationship to the use of the park and recreational facilities by the future inhabitants of the subdivision".

Park impact fees are authorized by Government Code 66000 et seq. These fees may be levied on all new residential development as allowed by law. The authorizing legal codes require that a number of nexus findings must be made before establishing the new fees. When "establishing, increasing, or imposing" fees, the District must (Government Code Section 66001(a):

1. Identify the purpose of the fee,
2. Identify the use to which the fee is to be put,
3. Determine how there is a reasonable relationship between the use of the fee and the type of development on which the fee is imposed,
4. Determine how there is a reasonable relationship between the need for the fee and the type of development on which the fee is imposed, and
5. Determine how there is a reasonable relationship between the amount of the fee and the cost of the public facility.

This *Study* has been prepared to assist the District with making the calculations and nexus findings necessary to establish new land dedication requirements, Quimby fees, and park impact fees.

## AVAILABLE CAPACITY

Table 1 (next page) displays the District's current park inventory. The park inventory is organized based on the classifications of parks as described in the District's Facility Master Plan. The total acreage of neighborhood parks is approximately 93 acres and the total acreage of Community Parks is approximately 220 acres. The sum of existing open space/linear parks' acreage is approximately 590 acres and the sum of special purpose parks/facilities' acreage is approximately 37 acres. In total, there are nearly 941 acres of land utilized by parks.

**Table 1: Park Inventory(1)**

<i>Parks</i>	<i>Number of Acres</i>
<b>Neighborhood Parks(2)</b>	
1. Beverly Hills Park	11.12
2. Borges Ranch Park	3.12
3. Carquinez Park	5.36
4. Castlewood Park	2.49
5. City Park	2.57
6. Delta Meadows Park	4.00
7. Fairmont Park	0.86
8. Glen Cove School Park	3.81
9. Grant Mahoney Park	1.51
10. Henry Ranch Park	3.06
11. High Glen Park	4.00
12. Highlands Park	12.74
13. Northgate Neighborhood Park	6.32
14. Orchards Park	8.00
15. Setterquist Park	10.21
16. Sheveland Park	0.72
17. Terrace Park	10.67
18. Washington Park	2.40
Subtotal for Neighborhood Parks:	92.96
<b>Community Parks</b>	
1. Blue Rock Springs Park	28.76
2. Crest Ranch Park	10.20
3. Dan Foley Park	60.69
4. Glen Cove Waterfront Park	15.00
5. Hanns Memorial Park	20.76
6. Lake Dalwigk Park	11.71
7. Mare Island Community Park	20.00
8. North Vallejo Community Park	10.48
9. Richardson Park	12.37
10. Wardlaw School Park	12.82
11. Wilson Park	17.36
Subtotal for Community Parks:	220.15
<b>Open Space/Linear Parks</b>	
1. Blue Rock Springs Corridor	53.95
2. River Park	55.00
3. Sky Valley Open Space	481.45
Subtotal for Open Space/Linear Parks:	590.40
<b>Special Purpose Parks/Facilities</b>	
1. Amador Street Complex	4.98
2. Children's Wonderland	2.63
3. Cunningham Pool Facility	2.49
4. Independence Park	0.98
5. McIntyre Ranch	24.03
6. Monte Vista Library	0.04
7. Norman King Center	2.00
btotal for Special Purpose Parks/Facilities:	37.15
<b>Total for All Parks:</b>	<b>940.66</b>

(1) Information provided by Greater Vallejo Recreation District (May 2006). Includes an estimated 28.55 acres of likely future park sites and additions to existing sites. Excludes District offices on 0.80 acres and transit garage on 0.1 acres.  
 (2) Although an estimated six Mare Island Neighborhood Parks comprising 28 acres and an estimated seven Mare island Pocket Parks comprising 10.9 acres are under discussion for development with Lennar, these potential parks are not included in the District Inventory at this time.

**AVAILABLE CAPACITY (cont'd)**

Table 2, below, shows the District's estimated 2006 population, based on an estimate of the City of Vallejo's population from the State Department of Finance and an estimate of the unincorporated area of the District's population provided by the District. Table 2 also lists the District's park service standards, as stated in City Municipal Code Section 3.18.050(A) and the District's Facilities Master Plan. Pursuant to Government Code Section 66477(a)(2), Quimby fees specifically consider neighborhood and community parks. Pursuant to the same code section, Quimby fees may include a neighborhood and community park standard greater than 3 acres per 1,000 people, but not to exceed 5 acres per 1,000 people, if adopted by the City based on the calculated amount of existing park acreage at the time. The City, as stated in its Municipal Code section referenced above, has adopted a standard of 4.25 acres per 1,000 people.

Table 2 demonstrates that the District has insufficient capacity for neighborhood and community parks. While the District's park service standard for both neighborhood and community parks combined is 4.25 acres per 1,000 people, the District's existing capacity is 2.52 acres per 1,000 people. This leaves a shortfall of 1.73 acres per 1,000 people. Therefore, there is no excess neighborhood and community park capacity beyond the park service standards that could be utilized by new residential development. Park impact fees may consider all classifications of parks, but the District does not have park service standards for open space/linear parks and special purpose parks/facilities at this time.

**Table 2: Park Inventory Versus District Standard**

<i>Type of Park</i>	<i>Number of Acres</i>	<i>Estimated 2006 Population(2)</i>	<i>Actual Acres Per 1,000 People</i>	<i>Standard Acres Per 1,000 People(3)</i>	<i>Excess (Shortfall) of Acres Per 1,000 People</i>	<i>Excess (Shortfall) of Total Acres</i>
Quimby Fees(1)						
Neighborhood and Community Parks	313.11	124,183	2.52	4.25	(1.73)	(214.84)
Park Impact Fees						
Neighborhood Parks	92.96	124,183	0.75	2.00	(1.25)	(155.23)
Community Parks	220.15	124,183	1.77	2.25	(0.48)	(59.61)
Open Space/Linear Parks	590.40	124,183	4.75	n/a	n/a	n/a
Special Purpose Parks/Facilities	37.15	124,183	0.30	n/a	n/a	n/a

(1) Per Government Code Section 66477(a)(2), Quimby fees specifically consider neighborhood and community parks.  
(2) Estimated population of Greater Vallejo Recreation District. Includes estimated population of City of Vallejo (California Department of Finance, Demographic Research Unit, *City/County Population and Housing Estimates, 1/1/2006*). Also includes estimated population of unincorporated area (3,084) provided by Greater Vallejo Recreation District, June 2006.  
(3) Per Government Code Section 66477(a)(2), the standard for neighborhood and community park land that has been adopted is 4.25 acres per 1,000 persons as stated in City of Vallejo Municipal Code 3.18.050(A).

**AVAILABLE CAPACITY (cont'd)**

Table 3, below, shows that, based on projections by the Association of Bay Area Governments, it is estimated that the District's total population will be 166,484 in the year 2025. This represents an increase of 42,301 residents. Therefore, additional park capacity will be needed to maintain the District's park service standards for these new residents.

**Table 3: Projected Population**

<i>Estimated Year 2006 Population(1)</i>	<i>Projected Year 2025 Population(2)</i>	<i>Projected 2006 - 2025 Population Growth</i>
124,183	166,484	42,301

(1) Estimated population of Greater Vallejo Recreation District. Includes estimated population of City of Vallejo (California Department of Finance, Demographic Research Unit, *City/County Population and Housing Estimates, 1/1/2006*). Also includes estimated population of unincorporated area (3,084) provided by Greater Vallejo Recreation District, June 2006.

(2) Projected population of Greater Vallejo Recreation District. Includes projected population of City of Vallejo (Association of Bay Area Governments, *Projections 2005*). Also includes projected population of unincorporated area (3,084) with 0% assumed growth (provided by Greater Vallejo Recreation District, June 2006).



## ESTIMATED PARK COSTS

As shown in Table 4 (next page), the District's cost to acquire new land for parks is based on the sale price of vacant land in the City of Vallejo from January 2004 through July 2006, as provided by Solano County. Vacant land sales less than 0.5 acres were excluded for the purposes of this *Study*. Table 4 shows that the average sale price of vacant land is \$526,918 per acre. This figure will be used as the estimated land cost in the calculation of the Quimby fees.

**Table 4: Vacant Land Sales in the City of Vallejo Beginning 2004(1)**

	<i>Address</i>	<i>Sales Price</i>	<i>Sale Date</i>	<i>Number of Acres</i>	<i>Number of Parcels</i>	<i>Price Per Acre</i>
<b>Vacant Commercial</b>						
1.	* 190 SONOMA BOULEVARD	\$6,300,000	5/6/05	13.15	2	\$479,087
2.	20 REDWOOD STREET	\$7,411,122	3/21/06	12.45	1	\$595,271
3.	8 VALLE VISTA AVENUE	\$2,500,000	7/30/04	6.75	1	\$370,370
4.	250 BENICIA ROAD	\$635,000	11/2/04	3.87	1	\$164,083
5.	0067-140-050	\$250,758	10/27/05	2.13	1	\$117,727
6.	* 111 AZUAR DRIVE	\$2,624,000	11/30/05	1.56	4	\$1,682,051
7.	0052-282-350	\$400,000	10/4/05	1.17	1	\$341,880
8.	* 6 KENTUCKY STREET	\$1,217,522	9/29/05	1.15	5	\$1,058,715
<b>Vacant Industrial</b>						
1.	0058-071-360	\$1,300,000	6/28/04	3.90	1	\$333,333
2.	* 0067-150-330	\$470,000	4/4/05	1.06	2	\$443,396
3.	20 STEWART STREET	\$350,000	8/31/05	0.52	1	\$673,077
<b>Vacant Single-Family Residential</b>						
1.	0068-011-450	\$2,300,000	6/8/05	122.32	1	\$18,803
2.	617 DEERFIELD DRIVE	\$1,281,250	6/30/05	16.26	1	\$78,798
3.	* 11 MADRONE AVENUE	\$17,077,839	6/30/05	14.27	75	\$1,196,765
4.	* 052 ALDER CREEK ROAD	\$5,000,000	10/5/04	8.16	70	\$612,745
5.	* 509 DEERFIELD DRIVE	\$22,223,000	8/3/05	7.07	74	\$3,143,281
6.	0072-160-800	\$370,100	5/27/05	4.10	1	\$90,268
7.	0072-160-730	\$225,000	8/31/05	3.36	1	\$66,964
8.	* 344 BENNINGTON COURT	\$1,500,000	7/2/04	3.14	35	\$477,707
9.	* 60 OSCAR STREET	\$7,188,948	12/9/05	2.95	26	\$2,436,932
10.	* 05 FOREST RIDGE DRIVE	\$395,000	12/8/04	2.77	8	\$142,599
11.	* 00 LOCUST DRIVE	\$1,275,000	5/4/04	2.40	23	\$531,250
12.	* 61 LYNDHURST LANE	\$480,000	10/15/04	1.35	2	\$355,556
13.	740 DURROW COURT	\$212,000	7/22/04	1.35	1	\$157,037
14.	* 336 MISAWA COURT	\$800,000	1/21/05	1.10	3	\$727,273
15.	274 BENNINGTON DRIVE	\$300,000	2/25/05	1.05	1	\$285,714
16.	** 274 BENNINGTON DRIVE	\$130,000	4/23/04	1.05	1	\$123,810
17.	232 BENNINGTON DRIVE	\$187,000	7/20/04	1.05	1	\$178,095
18.	244 BENNINGTON DRIVE	\$120,000	1/26/04	1.01	1	\$118,812
19.	250 BENNINGTON DRIVE	\$150,000	12/29/04	1.00	1	\$150,000
20.	781 DURROW COURT	\$285,600	8/10/04	1.00	1	\$285,600
21.	238 BENNINGTON DRIVE	\$150,000	3/26/04	1.00	1	\$150,000
22.	773 DURROW COURT	\$255,000	12/7/04	1.00	1	\$255,000
23.	250 BENNINGTON DRIVE	\$140,000	5/12/04	1.00	1	\$140,000
24.	* 340 BENNINGTON COURT	\$400,000	4/27/05	0.97	2	\$412,371
25.	* 59 SONOMA BOULEVARD	\$305,000	1/26/04	0.68	5	\$448,529
26.	71 LYNDHURST LANE	\$310,000	3/24/05	0.63	1	\$492,063
27.	0074-060-650	\$150,000	10/21/04	0.56	1	\$267,857
28.	00 HOMEACRES AVENUE	\$145,000	12/8/04	0.53	1	\$273,585
29.	* 15 MISSISSIPPI STREET	\$428,000	1/27/05	0.52	4	\$823,077
30.	38 APOLLO COURT	\$240,000	6/24/05	0.50	1	\$480,000
31.	0074-160-060	\$144,000	8/25/04	0.50	1	\$288,000
32.	302 BROADLEIGH PLACE	\$188,000	2/24/04	0.50	1	\$376,000
<b>Vacant Multiple Residential</b>						
1.	835 BROADWAY	\$750,000	3/4/05	1.83	1	\$409,836
2.	8 SPRINGS ROAD	\$675,000	2/23/05	1.21	1	\$557,851
3.	375 SONOMA BOULEVARD	\$905,000	12/27/04	0.87	1	\$1,040,230
4.	* 512 SOLANO AVENUE	\$212,000	2/24/05	0.51	2	\$415,686
5.	201 SONOMA BOULEVARD	\$512,500	8/16/05	0.50	1	\$1,025,000

**Average Price Per Acre: \$526,918**

{1} Information provided by County of Solano (July 2006). Parcels less than 0.50 acres are excluded. If there is no listed address associated with the parcel, the assessor's parcel number is shown.  
 \*Indicates address of first parcel number as a reference for the addresses of the total parcels associated with sold property.  
 \*\*Indicates a single property re-sold within the period.

**ESTIMATED PARK COSTS (cont'd)**

Table 5, below, shows the District's costs associated with the acquisition and development of park land. The cost of park land is the same as that shown in Table 4. The cost of improvements is based on an example of improvements for a typical 5 acre park. The cost estimates for each improvement are based on the District's Facilities Master Plan. The total cost of improvements is identified as \$243,240 per acre. The improvements cost, combined with the land cost, is calculated to be \$770,158. This figure will be used as the estimated land and improvements cost in the calculation of the park impact fees.

**Table 5: Land and Improvement Costs for a Typical 5 Acre Park**

<i>Item</i>	<i>Unit Cost</i>	<i>Unit Type</i>	<i>Number of Units</i>	<i>Total Cost 5 Acre Park</i>
<b>Infrastructure Improvements(1)</b>				
Master Plan	\$57,500 per park		x 1 =	\$57,500
Site Prep	\$40,000 per acre		x 5 =	\$200,000
Landscaping	\$35,000 per acre		x 5 =	\$175,000
Site Lighting	\$2,800 per pole		x 10 =	\$28,000
Irrigation System	\$23,000 per acre		x 5 =	\$115,000
Parking	\$660 per stall		x 25 =	\$16,500
Signage	\$5,000 per park		x 1 =	\$5,000
Restroom Building	\$137,500 per restroom		x 1 =	\$137,500
Drinking Fountain	\$2,750 per fountain		x 2 =	\$5,500
Park Benches	\$500 per bench		x 3 =	\$1,500
Picnic Site	\$900 per site		x 3 =	\$2,700
Basketball Court	\$30,000 per park		x 1 =	\$30,000
Soccer Field	\$89,300 per park		x 1 =	\$89,300
Children's Play Area	\$150,000 per park		x 1 =	+ \$150,000
<b>Subtotal Infrastructure Improvements</b>				<b>\$1,013,500</b>
<b>Subtotal Infrastructure Improvements</b>				<b>\$1,013,500</b>
<b>Architecture and Engineering Fees (10%)</b>				<b>\$101,350</b>
<b>Contingency (10%)</b>				<b>+ \$101,350</b>
<b>Total Infrastructure Improvements</b>				<b>\$1,216,200</b>
<b>Total Infrastructure Improvements</b>				<b>\$1,216,200</b>
<b>Park Acreage</b>				<b>+ 5</b>
<b>Total Improvement Cost per Acre</b>				<b>\$243,240</b>
<b>Total Improvement Cost per Acre</b>				<b>\$243,240</b>
<b>Land Cost per Acre(2)</b>				<b>+ \$526,918</b>
<b>Total Land and Improvement Cost per Acre</b>				<b>\$770,158</b>

(1) Based on cost estimates in draft Greater Vallejo Recreation District Master Plan (September 2005). If cost estimates varied for each park, the average of the cost estimates was used. Site prep includes curb, gutter, sidewalk, drainage, etc. Although a basketball court and soccer field are included in the cost calculations, other sport facilities could be substituted, for example a baseball field (\$90,000), tennis court (\$92,000 for four courts), bocce ball court (\$60,000 for four courts), etc.  
 (2) See Table 4.

**LAND DEDICATION REQUIREMENT JUSTIFIED**

Based on the District's park service standards, Table 6, below, calculates the park service standard requirement per person. The park service standard per person equates to 185 square feet.

**Table 6: Park Service Standard per Person**

<i>Park Service Standard per Population</i>	<i>Square Feet per Acre</i>	<i>Park Service Standard per Person</i>
4.25 acres ÷ 1,000 people	x 43,560 =	185 square feet

In order to determine how an increase in residential development will affect park standards, the number of residents for each type of residential development needs to be estimated. Pursuant to Government Code Section 66477(a)(2)(A), Quimby fees are to be calculated using the most recent available census. For purposes of this *Study*, park impact fees are calculated in the same manner. According to the 2000 U.S. Census, and as shown in Table 7 below, the average number of residents for each type of residential development ranges from 1.83 persons (mobile home units) to 3.05 persons (single family detached units).

**Table 7: Persons per Unit**

<i>Type of Residential Development</i>	<i>Population(1)</i>	<i>Number of Units(2)</i>	<i>Average Number of Persons</i>
SF (detached)	86,538	28,337	3.05
SF (attached)	4,680	1,699	2.75
Duplex	3,143	1,262	2.49
Multiple Family	17,809	8,519	2.09
Mobile Home	2,265	1,239	1.83

(1) For City of Vallejo (U.S. Census Bureau, Census 2000 HCT18 Total Population in Occupied Housing Units by Tenure by Units in Structure).  
 (2) For City of Vallejo (U.S. Census Bureau, Census 2000 DP-4 Profile of Selected Housing Characteristics).

**LAND DEDICATION REQUIREMENT JUSTIFIED (cont'd)**

Based on the park service standard per person identified in Table 6, and the persons per unit identified in Table 7, Table 8 below determines the land dedication requirements per unit of residential development. It can be seen that the land dedication requirements range from 339 square feet to 564 square feet per unit, depending on the type of residential development.

**Table 8: Land Dedication Requirement per Unit**

<i>Type of Residential Development</i>	<i>Park Service Standard per Person(1)</i>	<i>Average Persons per Unit(2)</i>	<i>Land Dedication Requirement per Unit</i>
SF (detached)	185 square feet	3.05	564 square feet
SF (attached)	185 square feet	2.75	509 square feet
Duplex	185 square feet	2.49	461 square feet
Multiple Family	185 square feet	2.09	387 square feet
Mobile Home	185 square feet	1.83	339 square feet

(1) See Table 6. (2) See Table 7.
--------------------------------------

**PARK FEES JUSTIFIED**

In Tables 4 and 5, this *Study* identified the park land cost (for Quimby fees) and the park land and improvements cost (for park impact fees). Table 9, below, calculates the cost of providing park land and improvements per person.

**Table 9: Park Land & Improvement Cost per Person**

<i>Type of Fee</i>	<i>Park Service Standard per Population</i>	<i>Cost(1)</i>	<i>Cost per Person</i>
Quimby Fee	4.25 acres ÷ 1,000 people	x \$526,918 per acre of land	= \$2,239
Park Impact Fee	4.25 acres ÷ 1,000 people	x \$770,158 per acre of land & improvements	= \$3,273

{1} Per Government Code Section 66477, only land acquisition costs are factored into Quimby fees. Improvement costs are covered by park impact fees.

**PARK FEES JUSTIFIED (cont'd)**

In Table 7, the average number of persons for each type of residential unit was shown. In Table 9, the Quimby fee and park impact fee per person were determined. Based on this information, Table 10, below, calculates the Quimby fee and park impact fee per unit of residential development.

Because the cost of providing park land ranges from \$4,097 to \$6,829 per unit, depending on the type of development, the District is justified in charging Quimby fees of \$4,097 to \$6,829 per unit in lieu of land dedication requirements. The fees can be charged to new residential development with subdivisions as allowed by law. Because the cost of providing park land and improvements ranges from \$5,990 to \$9,983 per unit, depending on the type of development, the District is justified in charging park impact fees of \$5,990 to \$9,983 per unit. These fees can be charged to all new residential development as allowed by law.

If both fees are levied, then a subdivider subject to both fees would pay the park impact fee and would receive a credit in the amount of the value of land dedicated or the Quimby fee paid. As a result, the park impact fee would be reduced so that the subdivider would not pay twice for costs associated with the acquisition of park land.

**Table 10: Quimby Fee and Park Impact Fee per Unit**

<i>Type of Fee</i>	<i>Type of Residential Development</i>	<i>Cost per Person(1)</i>	<i>Average Persons per Unit(2)</i>	<i>Cost per Unit</i>
Quimby Fee	SF (detached)	\$2,239	3.05	\$6,829
	SF (attached)	\$2,239	2.75	\$6,157
	Duplex	\$2,239	2.49	\$5,575
	Multiple Family	\$2,239	2.09	\$4,680
	Mobile Home	\$2,239	1.83	\$4,097
Park Impact Fee	SF (detached)	\$3,273	3.05	\$9,983
	SF (attached)	\$3,273	2.75	\$9,001
	Duplex	\$3,273	2.49	\$8,150
	Multiple Family	\$3,273	2.09	\$6,841
	Mobile Home	\$3,273	1.83	\$5,990

(1) See Table 9.  
(2) See Table 7.

## **PARK IMPACT FEE NEXUS FINDINGS**

### **Purpose of Park Impact Fee**

The purpose of the park impact fee is to assist with paying for additional park land and improvements needed to accommodate residents from new residential development.

### **Use of Fee**

The District plans to use the fees to assist with paying any and all expenses related to providing additional park land and improvements needed to accommodate the residents from new residential development.

### **Reasonable Relationship Between Fee's Use and Type of Development on Which Fee Imposed**

New residential development provides capacity for additional residents to live within the Greater Vallejo Recreation District's boundaries. To the extent that they cannot be accommodated with existing park land and improvements, these residents will require additional park land and improvements. The fees to be imposed by the District pursuant to this *Study* will be used to help fund additional land and improvements. Therefore, there is a reasonable relationship between residential development and the use of the fees.

### **Reasonable Relationship Between Fee's Need and Type of Development on Which Fee Imposed**

As described above, to the extent that residents from new residential development cannot be accommodated with existing park land and improvements, these residents will require additional park land and improvements. Therefore, the District needs to charge the park impact fee authorized pursuant to law and this *Study* in order to provide additional park land and improvements for the residents produced by new residential development.

### **Reasonable Relationship Between Amount of Fee and Cost of Public Facility**

As shown in this *Study*, the cost of providing park land and improvements to accommodate new residential development ranges from \$5,990 to \$9,983 per unit, depending on the type of residential development. Since the District will not charge any type of residential development more than the applicable cost, there is a reasonable relationship between the amount of the fee and the cost of the required park land and improvements.



## ACCOUNTING PROCEDURES

### Use and Scheduling of Quimby Fee Revenue

Pursuant to Government Code Section 66477(a)(3), the land, fees, or combination thereof are to be used only for the purpose of developing new or rehabilitating existing neighborhood or community park or recreational facilities to serve the subdivision.

A schedule will be developed, in accordance with Government Code Section 66477(a)(6), specifying how, when, and where the District will use the land or fees, or both, to develop park or recreational facilities to serve the residents of the subdivision.

### Unexpended or Uncommitted Quimby Fee Revenue

Pursuant to Government Code Section 66477(a)(6), any fees collected shall be committed within five years after the payment of the fees or the issuance of building permits on one-half of the lots created by the subdivision, whichever occurs later. If the fees are not committed, they, without any deductions, shall be distributed and paid to the then record owners of the subdivision in the same proportion that the size of their lot bears to the total lot area of all lots within the subdivision.

### Use and Accounting of Park Impact Fee Revenue

Revenue derived from impact fees shall be deposited, invested, accounted for, and expended in accordance with Government Code Section 66006.

Fees will be used to pay any and all expenses related to providing additional park land and improvements, in whatever legal form the District chooses, needed to accommodate the residents from new residential development.

Funds will be deposited in a separate capital facilities account so that there will be no commingling of fees with other revenue, except for temporary investments. The fees will be expended solely for the purpose for which they were collected. Any interest earned by such an account will be deposited in that account and expended solely for the purpose for which it was originally collected.

Within 180 days after the last day of each fiscal year, the information specified in Government Code Section 66006(b) shall be made available to the public.

### Unexpended or Uncommitted Park Impact Fee Revenue

Pursuant to Government Code Section 66001(d), findings will be made once each fiscal year with respect to any portion of the fees unexpended five or more years after collection and deposit. Any unexpended funds and accrued interest may be subject to return to the "then current record owner or owners of the development project".

The findings will identify the purpose to which the fee will be put, demonstrate a reasonable relationship between the fee and the purpose for which it was charged, identify all sources and amounts of funding anticipated to complete financing of incomplete improvements, and designate the approximate dates on which this funding is expected to be deposited into the appropriate account or fund. Findings will not be made with respect to letters of credit, bonds, or other instruments taken to secure payment of the fee at a future date.

Pursuant to Government Code Section 66001(e), within 180 days of the determination that sufficient funds have been collected to complete financing of incomplete projects, an approximate date by which construction may commence will be identified or the unspent funds and any interest thereon may be refunded to the then current record owner(s).

## CONCLUSION

This *Study* demonstrates that new residential development needs land dedication requirements ranging from 339 square feet to 564 square feet per unit, depending on the type of residential development, in order to maintain the park service standards for these new residents. The equivalent park land acquisition costs range from \$4,097 to \$6,829 per unit, depending upon the type of residential development. Therefore, the Greater Vallejo Recreation District is justified in levying Quimby fees (in lieu of land dedication requirements) of \$4,097 to \$6,829 per unit on new residential development with subdivisions as allowed by law.

Further, this *Study* shows that new residential development creates a fiscal impact ranging from \$5,990 to \$9,983 per unit, depending upon the type of residential development, upon the Greater Vallejo Recreation District for providing park land and improvements. Therefore, the District is justified in levying park impact fees of \$5,990 to \$9,983 per unit on all new residential development as allowed by law.

**Appendix A**

**Survey of Park Fees of Neighboring Cities**

**APPENDIX A**

**Survey of Park Fees of Neighboring Cities(1)**

Type of Residential Development	Proposed												
	City of Antioch	City of Vacaville	City of Benicia	City of Pinole	City of Lafayette	City of GVRD Guimby Fee	City of Woodland	City of Dixon	City of Santa Rosa	Proposed GVRD Park Impact Fee	City of West Sacramento	City of Orinda	City of Hercules
SF (detached)	\$1,050	\$3,455	\$5,548	\$6,057	\$6,118	\$6,829	\$7,839	\$8,245	\$8,282	\$9,983	\$11,035	\$12,274	\$12,822
SF (attached)	\$770	\$3,455	\$5,548	\$6,057	\$6,118	\$6,157	\$7,839	\$8,245	\$7,096	\$9,001	\$11,035	\$8,441	\$12,822
Duplex	\$665	\$2,377	\$4,809	\$6,057	\$4,652	\$5,575	\$6,532	\$7,215	\$7,005	\$8,150	\$9,048	\$8,669	\$7,792
Multiple Family	\$665	\$2,377	\$3,698	\$6,057	\$3,986	\$4,680	\$6,532	\$7,215	\$6,091	\$6,841	\$9,048	\$8,669	\$7,792

(1) If a City only lists fees for Single Family, then the Single Family fee is shown for SF (detached) and SF (attached) for purposes of comparison. If a City only lists fees for Multiple Family, then the Multiple Family fee is shown for Duplex and Multiple Family for purposes of comparison. If a City lists fees by the area in which the unit is located, then the average fee for all of the areas is shown.



ADMIN. C

Agenda Item No.

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**COUNCIL COMMUNICATION**

Date: July 10, 2007

TO: Honorable Mayor and Members of the City Council

FROM: Gary A. Leach, Public Works Director *GL*

SUBJECT: CONSIDERATION OF A RESOLUTION ACCEPTING QUARTERLY RIDGECREST REPORT

**BACKGROUND AND DISCUSSION**

Pursuant to the settlement agreement in *Ridgecrest Homeowners Association v. City of Vallejo*, it was agreed that the City General Fund would reimburse the LMD program for inspection services provided to non-LMD areas of the City.

Outside inspection services provided by employees of the LMD program are normally associated with new development of neighborhoods that are located within an established LMD. Eventually the neighborhood will fall under the LMD program. However, until the neighborhood is accepted and LMD assessments can be collected, it is appropriate to charge an inspection cost for these "outside" activities and reimburse the LMD program. A developer fee is collected to pay for costs associated with the development prior to final acceptance, which would include costs for LMD inspectors' services. Also, periodically an emergency will require that an LMD inspector fill in temporarily for a non-LMD employee.

When time is spent on non-LMD services, it has been agreed that the appropriate fund will be charged and the LMD program account will be reimbursed. The Public Works Department maintains project based time sheets for all non-management employees including LMD inspectors. On a quarterly basis, non-LMD costs are tabulated and reimbursed using a Public Works/Engineering account which was set up as part of the annual budget process.

Under the settlement agreement, a quarterly report accounting for non-LMD related activity must be prepared and considered as an administrative item, at the Council's next regularly scheduled Council meeting following issuance of the report. Supporting documentation must include a printout of the revenue detail reports and general ledger detail reports for the LMD Administration Fund which documents that the required fund transfers have been made, timesheets for City personnel being paid with LMD funds, and a memorandum describing how those calculations were made.

A copy of this report, and its attachments, has been provided to the plaintiff and plaintiff's counsel.



The following is a list of the positions in the Landscape Maintenance Division and the proportion of their salaries that are paid from LMD funds:

Position	Percentage of LMD Funding
Public Works Director	5%
Deputy Maintenance Superintendent	10%
Asst. Maint Superintendent	50%
Landscape Maintenance Manager	50%
Senior Landscape Inspector	100%
Landscape Inspector	100%
Landscape Inspector	100%

The reimbursement calculations for landscape inspectors include wages, benefits, vehicle costs and other overhead charges.

The cost as described above for the quarter ending March 31, 2007 is \$8,188.23 which has been transferred from the General Fund and into the Landscape Maintenance Fund.

By approving this report and through the execution of the attached affidavit, the Finance Director has verified that the required fund transfers for the subject quarter have occurred.

#### Fiscal Impact

The reimbursement to the LMD program for the quarter ending March 31, 2007 is \$8,188.23 and is the cost for inspection services for non-LMD areas and will be paid for by Public Works/Maintenance (number 001-2601-431-01-02), a General Fund account.

#### RECOMMENDATION

Adopt a resolution which accepts the report documenting the reimbursement to the Landscape Maintenance District Program for the period of January 1, 2007 through March 31, 2007, for landscape inspection services provided by the LMD program in the amount of \$8,188.23 which has been transferred from the General Fund into the Landscape Maintenance Fund.

#### ALTERNATIVES CONSIDERED

No alternatives are considered because the City is court-ordered to provide this documentation per the settlement agreement in *Ridgecrest Homeowners Association v. City of Vallejo*.

#### ENVIRONMENTAL REVIEW

No environmental review is necessary for the Council to take this action.



DOCUMENTS AVAILABLE FOR REVIEW

- a. A resolution which accepts the report documenting the reimbursement to the Landscape Maintenance District Program for the period of January 1, 2007 through March 31, 2007, for landscape inspection services provided by the LMD program in the amount of \$8,188.23 which has been transferred from the General Fund into the Landscape Maintenance Fund.
- b. Memorandum regarding quarterly personnel charges and supporting time sheets.
- c. Printout of the revenue detail reports and general ledger detail reports for the LMD Administration Fund.
- d. Journal entry form – FY 2006/07.
- e. Summary of LMD Staff Time to Non-LMD Projects.
- f. Affidavit of Finance Director.

CONTACT PERSON

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JULY 10, 2007  
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**RESOLUTION NO. 07-\_\_\_\_\_ N.C.**

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

WHEREAS, following the settlement in the matter of *Ridgecrest Homeowners Association v. City of Vallejo* it has been agreed that, on a quarterly basis, the City General Fund would reimburse the Landscape Maintenance District program account (LMD account) for inspection services spent on projects outside official landscape maintenance district areas; and

WHEREAS, said reimbursement shall include inspection wages and benefits, overhead, and related expenses; and

WHEREAS; on a quarterly basis, a report must be prepared and presented at a regularly scheduled Council meeting accompanied by documentation confirming the transfer of funds pursuant to the settlement agreement; and

WHEREAS, total reimbursement for the quarter ending March 31, 2007 is \$8,188.23, which has been transferred from the General Fund into the Landscape Maintenance Fund.

NOW, THEREFORE, BE IT RESOLVED that the Quarterly Ridgecrest Report documenting the reimbursement transfers for the second quarter of Fiscal Year 2006/07 is hereby accepted by the City Council.

JULY 10, 2007

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DEPARTMENT OF PUBLIC WORKS  
LANDSCAPE MAINTENANCE DIVISION  
CITY OF VALLEJO

June 12, 2007

TO: Robert V. Stout, Finance Director  
FROM: Sam Gonzales, AMS/Landscape  
SUBJECT: Quarterly Personnel Charges - General Fund

The following personnel charges for the period January 1, 2007 through March 31, 2007 should be transferred from the General Fund (001) to the Landscape Maintenance District Fund as follows:

SOMERSET/COLUMBUS PKWY (001):

Hours	2	
Labor		\$69.16
Overhead		35.69
Vehicle		<u>3.00</u>
		\$107.85

THE ORCHARDS (001):

Hours	15	
Labor		\$ 518.70
Overhead		267.70
Vehicle		<u>22.50</u>
		\$ 808.90

CURTOLA PARKWAY (001):

Hours	11	
Labor		\$344.38
Overhead		177.73
Vehicle		<u>16.50</u>
		\$ 538.61

MARE ISLAND - NEIGHBORHOOD 6A (001):

Hours	25	
Labor		\$864.50
Overhead		446.17
Vehicle		<u>37.50</u>
		\$1,348.17

TO: Robert V. Stout, Finance Director  
SUBJECT: Personnel Charges - General Fund  
June 12, 2007

MARE ISLAND NEIGHBORHOOD 6B (001):

Hours	28	
Labor		\$984.71
Overhead		508.21
Vehicle		<u>42.00</u>
		\$1,534.92

MARE ISLAND - NEIGHBORHOOD 6C (001):

Hours	15	
Labor		\$518.70
Overhead		267.70
Vehicle		<u>22.50</u>
		\$808.90

REFLECTIONS PARCEL 1 - HIDDENBROOKE (001):

Hours	4	
Labor		\$138.32
Overhead		71.39
Vehicle		<u>6.00</u>
		\$215.71

REFLECTIONS PARCEL 2 - HIDDENBROOKE (001):

Hours	4	
Labor		\$138.32
Overhead		71.39
Vehicle		<u>6.00</u>
		\$215.71

THE SUMMIT (001):

Hours	2	
Labor		\$ 69.16
Overhead		35.69
Vehicle		<u>3.00</u>
		\$107.85

TO: Robert V. Stout, Finance Director.  
SUBJECT: Personnel Charges - General Fund  
June 12, 2007

NORTH ASCOT MEDIANS (001):

Hours	15	
Labor		\$ 518.70
Overhead		267.70
Vehicle		<u>22.50</u>
		\$ 808.90

MARE ISLAND NEIGHBORHOOD 8B NORTH (001):

Hours	9	
Labor		\$311.22
Overhead		160.62
Vehicle		<u>13.50</u>
		\$485.34

MARE ISLAND NEIGHBORHOOD 8B SOUTH (001):

Hours	2	
Labor		\$69.16
Overhead		35.69
Vehicle		<u>3.00</u>
		\$107.85

MARE ISLAND CLUB DRIVE (001):

Hours	9	
Labor		\$322.20
Overhead		166.29
Vehicle		<u>13.50</u>
		\$501.99

WILSON AVENUE PHASE II (001):

Hours	10	
Labor		\$362.27
Overhead		186.97
Vehicle		<u>15.00</u>
		\$564.24

**GRAND TOTAL** **\$8,154.94**

PREPARED 06/12/2007, 15:33:16

ACCOUNT ACTIVITY LISTING

PROGRAM GM360L

FISCAL YEAR: 2007

ACCOUNT NUMBER SELECTION

FROM: 161-0000-000.00-00 TO: 161-9999-999.99-99

TYPE: R (O-ONLY, R-RANGE, S-SELECTIVE)

TRANSACTION SELECTION

TYPES... AJ X CR X BA X TF X EN X AP X

DATE RANGE...FROM: 0/00/0000 TO: 99/99/9999

PERIOD...FROM: 07 TO: 11

POSTING DATE RANGE...FROM: 0/00/0000 TO: 99/99/9999

SUPPRESS PRINTING OF ACCOUNTS WITHOUT TRANSACTIONS (N/Y): Y

PRINT DEBIT/CREDIT COLUMNS, SUPPRESS BUDGET . . . (N/Y): Y

PRINT ENCUMBRANCE . . . . . (N/Y): Y

PAGE BREAK BY FUND: N

PAGE BREAK BY ACCOUNT: N

PAGE BREAK BY DPT/DIV: N

USE CURRENT BUDGET FOR ESTIM/APPROP TOTAL: Y

GROUP NBR	PO NBR	ACCTS PER	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	YTD/CURRENT ENCUMBRANCE	DEBITS	CREDITS	CURRENT BALANCE
FUND 161 LANDSCAPE MAINT DIST-ADM										
5027		11/07	ADJ	05/31/07	32 -CCV	CASH HELD BY CITY / CASH ACCOUNTS ADJUST RE RIDGE			33.29	
4769		11/07	ADJ	05/23/07	**OFFSET**	QUARTER REPORT JOURNAL SUMMARY			33.29	
4802		11/07	ADJ	05/22/07	PI	AP DISBURSEMENT 04769 FUND BALS			3,313.49	
4722		11/07	ADJ	05/21/07	JES5CV-YS	MAY 2007 MONTHL 0523107 - 052407	64,245.00		.50	
4722		11/07	ADJ	05/21/07	JES5CV-YS	MAY 2007 MONTHL		1,900.00		
4722		11/07	ADJ	05/21/07	JES5CC-YS	MAY 2007 MONTHL		1,195.00		
4722		11/07	ADJ	05/21/07	JES5CC-YS	MAY 2007 MONTHL		1,007.00		
4653		11/07	ADJ	05/18/07	PRO518	MAY 2007 MONTHL PAYROLL SUMMARY		6,417.00		
4506		11/07	ADJ	05/09/07	**OFFSET**	JOURNAL SUMMARY		28,787.49		
4393		11/07	ADJ	05/04/07	PRO504	AP DISBURSEMENT 04506 PAYROLL SUMMARY		60.58		
4406		10/07	ADJ	04/30/07	JES5CV-YS	MONTHLY ALLOCAT	64,245.00		28,682.31	
4406		10/07	ADJ	04/30/07	JES5CV-YS	MONTHLY ALLOCAT		1,900.00		
4406		10/07	ADJ	04/30/07	JES5CC-YS	MONTHLY ALLOCAT		1,195.00		
4406		10/07	ADJ	04/30/07	JES5CC-YS	MONTHLY ALLOCAT		1,007.00		
4655		10/07	ADJ	04/30/07	77 IS/MD	MONTHLY ALLOCAT PW charges 3rd ending 3/31/07 Jan - Apr posta		8,188.23		
4348		10/07	ADJ	04/26/07	PI	FUND BALS by departments		105.51		
4324		10/07	ADJ	04/25/07	**OFFSET**	JOURNAL SUMMARY 042607 - 042707		33.92		
4408		10/07	ADJ	04/25/07	JES5CV-YS	MONTHLY ALLOCAT		2,373.09		
4408		10/07	ADJ	04/25/07	JES5CV-YS	MONTHLY ALLOCAT		1,900.00		
4408		10/07	ADJ	04/25/07	JES5CC-YS	MONTHLY ALLOCAT		1,195.00		
4408		10/07	ADJ	04/25/07	JES5CC-YS	MONTHLY ALLOCAT		1,007.00		
4216		10/07	ADJ	04/20/07	PRO420	MONTHLY ALLOCAT PAYROLL SUMMARY		6,417.00		
4239		10/07	ADJ	04/19/07	**OFFSET**	JOURNAL SUMMARY		28,820.75		
4102		10/07	ADJ	04/18/07	PI	AP DISBURSEMENT 04220 FUND BALS		.67		
4002		10/07	ADJ	04/11/07	**OFFSET**	JOURNAL SUMMARY 041807 - 041907		1.41		
3911		09/07	ADJ	03/28/07	**OFFSET**	AP DISBURSEMENT 04102 PAYROLL SUMMARY		767.52		
3803		09/07	ADJ	03/23/07	PRO323	JOURNAL SUMMARY AP DISBURSEMENT 03911		28,696.81		
3820		09/07	ADJ	03/22/07	**OFFSET**	JOURNAL SUMMARY		1,169.32		
3683		09/07	ADJ	03/14/07	**OFFSET**	JOURNAL SUMMARY 032107 - 032207		28,828.47		
						FUND BALS		121.60		
						AP DISBURSEMENT 03809		28.29		
						FUND BALS		35.00		

GROUP NBR	PO NBR	ACCTG PER	CD	TRANSACTION DATE	DESCRIPTION	YTD/CURRENT ENCUMBRANCE	DEBITS	CREDITS	CURRENT BALANCE
FUND 161 LANDSCAPE MAINT DIST-ADM									
161-0000-101.01-00 CASH HELD BY CITY / CASH ACCOUNTS									
3727		AJ		03/14/07	PI	FUND BAL		15.07	
							continued		
3556		AJ		03/09/07	PRO309	AP DISBURSEMENT 03683			
3462		AJ		02/28/07	**OPFSET**	031407 - 031507		28,686.94	
						JOURNAL SUMMARY		1,621.72	
3491		AJ		02/28/07	PI	AP DISBURSEMENT 03462			
						FUND BAL		56.57	
3605		AJ		02/28/07	JB47RJ/YS	030107 - 030107			
							Retire med exp		
3714		AJ		02/28/07	JESC-V-YS	1st half of year	3,181.45		
3714		AJ		02/28/07	JESC-V-YS	MONTHLY ALLOCAT		1,900.00	
3714		AJ		02/28/07	JESC-V-YS	MONTHLY ALLOCAT	64,245.00	1,195.00	
3714		AJ		02/28/07	JESC-V-YS	MONTHLY ALLOCAT		1,007.00	
3335		AJ		02/23/07	PRO223	MONTHLY ALLOCAT		6,417.00	
3393		AJ		02/22/07	PI	MONTHLY ALLOCAT		28,799.06	
						PAYROLL SUMMARY		1.38	
3288		AJ		02/15/07	PI	FUND BAL		11.24	
3276		AJ		02/14/07	PI	FUND BAL		13.27	
3125		AJ		02/09/07	PRO209	021407 - 021507		28,668.41	
3188		AJ		02/09/07	**OPFSET**	PAYROLL SUMMARY		295.19	
3136		AJ		02/08/07	**OPFSET**	JOURNAL SUMMARY		20.82	
3005		AJ		01/31/07	**OPFSET**	AP DISBURSEMENT 03136			
						JOURNAL SUMMARY		559.13	
3271		AJ		01/31/07	JESC-V-YS	AP DISBURSEMENT 03005			
3271		AJ		01/31/07	JESC-V-YS	MONTHLY ALLOCAT	64,245.00	1,900.00	
3271		AJ		01/31/07	JESC-V-YS	MONTHLY ALLOCAT		1,195.00	
3271		AJ		01/31/07	JESC-V-YS	MONTHLY ALLOCAT		1,007.00	
2899		AJ		01/26/07	PRO126	MONTHLY ALLOCAT		6,417.00	
2883		AJ		01/23/07	**OPFSET**	PAYROLL SUMMARY		29,404.31	
2920		AJ		01/22/07	PI	CR CASH RECEIPT	29.50		
						BATCH TYPE CR 02883			
2766		AJ		01/17/07	**OPFSET**	FUND BAL		7.98	
						012407 - 012507			
2665		AJ		01/12/07	PRO112	JOURNAL SUMMARY		4,590.22	
2678		AJ		01/11/07	**OPFSET**	AP DISBURSEMENT 02766		18,066.16	
2827		AJ		01/08/07	PI	PAYROLL SUMMARY		11.11	
						AP DISBURSEMENT 02678			
						FUND BAL		19.49	
2580		AJ		01/03/07	**OPFSET**	011807 - 011907		36.38	
						JOURNAL SUMMARY			
2869		AJ		12/31/06	**YERO**	AP DISBURSEMENT 02580			
						REVERSE GRP1430		372,091.93	

GROUP PO ACCTG TRANSACTION YTD/CURRENT  
 NBR NBR PER. CD DATE NUMBER DESCRIPTION ENCUMBRANCE DEBITS CREDITS CURRENT BALANCE

FUND 161 LANDSCAPE MAINT DIST-ADM  
 161-0000-101.01-00 CASH HELD BY CITY / CASH ACCOUNTS  
 DUE TO DBL COUNTING

ACCOUNT TOTAL .00 332,624.18 717,431.40 384,807.22-

161-0000-107.14-03 DUE FROM OTHER FUNDS / DUE FROM NEGATIVE CASH  
 07/07 AJ 12/31/06 \*\*\*ZERO\*\*\* REVERSE GR1410  
 DUE TO DBL COUNTING 17,660.88

ACCOUNT TOTAL .00 .00 17,660.88 17,660.88-

161-0000-202.00-00 CURRENT LIABILITIES / ACCOUNTS/VOUCHERS PAYABLE

4799 11/07 AJ 05/24/07 \*\*OFFSET\*\* MAINTENANCE DIV  
 BATCH TYPE AP 04799 4.00

4787 11/07 AJ 05/24/07 \*\*OFFSET\*\* CORPYARD NEXTEL  
 BATCH TYPE AP 04787 172.83

4769 11/07 AJ 05/23/07 \*\*OFFSET\*\* JOURNAL SUMMARY  
 AP DISBURSEMENT 04769 3,313.49

4770 11/07 AJ 05/18/07 \*\*OFFSET\*\* PI RECEIPTS  
 BATCH TYPE AP 04770 136.56

4693 11/07 AJ 05/17/07 \*\*OFFSET\*\* ALUCERO/LMD  
 BATCH TYPE AP 04693 1,090.13

4664 11/07 AJ 05/09/07 \*\*OFFSET\*\* JOURNAL SUMMARY  
 AP DISBURSEMENT 04506 2,078.13

4506 11/07 AJ 05/08/07 \*\*OFFSET\*\* AP/FINANCE  
 BATCH TYPE AP 04460 60.58

4460 11/07 AJ 05/08/07 \*\*OFFSET\*\* IT INVOICES  
 BATCH TYPE AP 04490 145.23

4490 10/07 AJ 04/25/07 \*\*OFFSET\*\* JOURNAL SUMMARY  
 AP DISBURSEMENT 04324 2,373.09

4324 10/07 AJ 04/24/07 \*\*OFFSET\*\* CORPYARD NEXTEL  
 BATCH TYPE AP 04313 1,665.27

4313 10/07 AJ 04/23/07 \*\*OFFSET\*\* ALUCERO/LMD  
 BATCH TYPE AP 04267 707.82

4267 10/07 AJ 04/19/07 \*\*OFFSET\*\* JOURNAL SUMMARY  
 AP DISBURSEMENT 04220 .67

4220 10/07 AJ 04/11/07 \*\*OFFSET\*\* JOURNAL SUMMARY  
 AP DISBURSEMENT 04102 767.52

4102 10/07 AJ 04/10/07 \*\*OFFSET\*\* ALUCERO/LMD  
 BATCH TYPE AP 04080 157.44

4080 10/07 AJ 04/09/07 \*\*OFFSET\*\* AP/FINANCE  
 BATCH TYPE AP 04051 .67

4051 10/07 AJ 04/04/07 \*\*OFFSET\*\* ALUCERO/LMD  
 BATCH TYPE AP 03995 43.79

3995 09/07 AJ 03/29/07 \*\*OFFSET\*\* CORPYARD NEXTEL  
 BATCH TYPE AP 03919 501.29

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ACCOUNT ACTIVITY LISTING

GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	DESCRIPTION	YTD/CURRENT ENCUMBRANCE	DEBITS	CREDITS	CURRENT BALANCE
FUND 161 LANDSCAPE MAINT DIST-ADM									
161-0000-202-00-00 CURRENT LIABILITIES / ACCOUNTS/VOUCHERS PAYABLE									
3911		09/07	AJ	03/28/07	**OFFSET** JOURNAL SUMMARY				
					AP DISBURSEMENT 03911		continued		
							1,169.32		
3869		09/07	AJ	03/27/07	**OFFSET** ALUCERO/LMD				
					BATCH TYPE AP 03869			94.32	
3843		09/07	AJ	03/26/07	**OFFSET** ALUCERO/TRAFIC				
					BATCH TYPE AP 03843			1,000.00	
3801		09/07	AJ	03/22/07	**OFFSET** AP/FINANCE				
					BATCH TYPE AP 03801			61.02	
3805		09/07	AJ	03/22/07	**OFFSET** AP/FINANCE				
					BATCH TYPE AP 03805			60.58	
3796		09/07	AJ	03/21/07	**OFFSET** JOURNAL SUMMARY				
					AP DISBURSEMENT 03809				
					IT INVOICES			121.60	
3782		09/07	AJ	03/21/07	**OFFSET** MAINTENANCE DIV				
					BATCH TYPE AP 03796			75.00	
3683		09/07	AJ	03/14/07	**OFFSET** JOURNAL SUMMARY				
					AP DISBURSEMENT 03683				
					IT INVOICES			35.00	
3462		08/07	AJ	02/28/07	**OFFSET** JOURNAL SUMMARY				
					AP DISBURSEMENT 03462				
					MAINTENANCE DIV			1,621.72	
3467		08/07	AJ	02/28/07	**OFFSET** WATER MAINTENAN				
					BATCH TYPE AP 03467			35.00	
3412		08/07	AJ	02/27/07	**OFFSET** CORPYARD NEXTEL				
					BATCH TYPE AP 03412			9.11	
3348		08/07	AJ	02/27/07	**OFFSET** APS - ENG 3				
					BATCH TYPE AP 03348			180.41	
3428		08/07	AJ	02/27/07	**OFFSET** ALUCERO/LMD				
					BATCH TYPE AP 03428			815.94	
3414		08/07	AJ	02/27/07	**OFFSET** PI PRO PAYMENT				
					BATCH TYPE AP 03414			121.26	
3458		08/07	AJ	02/27/07	**OFFSET** IT INVOICES				
					BATCH TYPE AP 03458			350.00	
3379		08/07	AJ	02/23/07	**OFFSET** JOURNAL SUMMARY				
					BATCH TYPE AP 03379			145.00	
3188		08/07	AJ	02/09/07	**OFFSET** AP DISBURSEMENT 03188				
					AP DISBURSEMENT 03188			295.19	
3136		08/07	AJ	02/08/07	**OFFSET** ALUCERO/LMD				
					BATCH TYPE AP 03098			20.82	
3098		08/07	AJ	02/07/07	**OFFSET** IT INVOICES				
					BATCH TYPE AP 03098			295.19	
3035		08/07	AJ	02/02/07	**OFFSET** AP/FINANCE				
					BATCH TYPE AP 03035			20.82	
3004		07/07	AJ	01/31/07	**OFFSET** JOURNAL SUMMARY				
					AP DISBURSEMENT 03004			60.58	
3005		07/07	AJ	01/31/07	**OFFSET** JOURNAL SUMMARY				
					AP DISBURSEMENT 03005			559.13	
2991		07/07	AJ	01/30/07	**OFFSET** IT INVOICES				
					BATCH TYPE AP 02991			145.00	
2961		07/07	AJ	01/30/07	**OFFSET** CORPYARD NEXTEL				
					BATCH TYPE AP 02961			138.94	



ACCOUNT ACTIVITY LISTING

GROUP NBR	PO NBR	ACCTG PER.	CD DATE	TRANSACTION NUMBER	DESCRIPTION	YTD/CURRENT ENCUMBRANCE	DEBITS	CREDITS	CURRENT BALANCE
FUND 161 LANDSCAPE MAINT DIST-ADM									
161-0000-202.00-00 CURRENT LIABILITIES / ACCOUNTS/VOUCHERS PAYABLE									
2960		07/07	AJ	01/30/07	**OFFSET** ALUCERO/LMD BATCH TYPE AP 02961			129.11	
2929		07/07	AJ	01/26/07	**OFFSET** MAINTENANCE DIV BATCH TYPE AP 02929			85.50	
2766		07/07	AJ	01/17/07	**OFFSET** JOURNAL SUMMARY AP DISBURSEMENT 02766		4,590.22		
2744		07/07	AJ	01/16/07	**OFFSET** APS - ENG 1 BATCH TYPE AP 02744			109.52	
2727		07/07	AJ	01/16/07	**OFFSET** ALUCERO/LMD BATCH TYPE AP 02727			1,487.28	
2692		07/07	AJ	01/12/07	**OFFSET** ALUCERO/LMD BATCH TYPE AP 02692			814.01	
2678		07/07	AJ	01/11/07	**OFFSET** JOURNAL SUMMARY AP DISBURSEMENT 02678		11.11		
2675		07/07	AJ	01/11/07	**OFFSET** AP/FINANCE BATCH TYPE AP 02675			60.58	
2633		07/07	AJ	01/09/07	**OFFSET** IT INVOICES BATCH TYPE AP 02633			35.58	
2613		07/07	AJ	01/05/07	**OFFSET** PI RECEIPTS BATCH TYPE AP 02613			1,623.51	
2590		07/07	AJ	01/04/07	**OFFSET** AP/FINANCE BATCH TYPE AP 02590			11.11	
2603		07/07	AJ	01/04/07	**OFFSET** MAINTENANCE/LINE BATCH TYPE AP 02603			300.00	
2580		07/07	AJ	01/03/07	**OFFSET** JOURNAL SUMMARY AP DISBURSEMENT 02580		36.38		
2532		07/07	AJ	01/02/07	**OFFSET** ALUCERO/LMD BATCH TYPE AP 02532			27.38	
2869		07/07	AJ	12/31/06	**VERO** REVERSE GRP1430 DUE TO DBL COUNTING		8,187.07		
ACCOUNT TOTAL						.00	23,162.91	15,120.49	8,042.42
161-0000-204.01-01 ACCRUED WAGES PAYABLE / ACCRUED WAGES PAYABLE									
2869		07/07	AJ	12/31/06	**VERO** REVERSE GRP1430 DUE TO DBL COUNTING		17,993.38		
ACCOUNT TOTAL						.00	17,993.38	.00	17,993.38
161-0000-242.00-00 SYSTEM OFFSET / EXPENDITURES									
5027		11/07	AJ	05/31/07	**OFFSET** CORRECT APRIL J BATCH TYPE AJ 05027			33.29	
4802		11/07	AJ	05/24/07	**OFFSET** PI ISSUES BATCH TYPE AJ 04802			.50	
4799		11/07	AJ	05/24/07	**OFFSET** MAINTENANCE DIV BATCH TYPE AP 04799			4.00	

Continued

GROUP NBR	PO NBR	ACCTG CD	PER DATE	TRANSACTION NUMBER	DESCRIPTION	YTD/CURRENT ENCUMBRANCE	DEBITS	CREDITS	CURRENT BALANCE
FUND 161 LANDSCAPE MAINT DIST-ADM									
161-0000-242.00-00 SYSTEM OFFSET / EXPENDITURES									
4787			11/07	AJ 05/24/07	**OFFSET** CORPYARD NEXTEL		172.83		
4770			11/07	AJ 05/23/07	**OFFSET** IT INVOICES		136.56		
4722			11/07	AJ 05/21/07	**OFFSET** Monthly allocat				
4693			11/07	AJ 05/18/07	**OFFSET** PI RECEIPTS				
4653			11/07	AJ 05/17/07	**OFFSET** PR AJ BATCH		1,090.13		53,726.00
4664			11/07	AJ 05/17/07	**OFFSET** ALUCERO/LMD		28,787.49		
4460			11/07	AJ 05/08/07	**OFFSET** AP/FINANCE		2,078.13		
4490			11/07	AJ 05/08/07	**OFFSET** IT INVOICES		60.58		
4393			11/07	AJ 05/03/07	**OFFSET** PR AJ BATCH		145.23		
4406			10/07	AJ 04/30/07	**OFFSET** Monthly allocat		28,682.31		53,726.00
4655			10/07	AJ 04/30/07	**OFFSET** 3rd qtr PM work				8,188.23
4656			10/07	AJ 04/30/07	**OFFSET** Jan - Apr posts		105.51		
4348			10/07	AJ 04/27/07	**OFFSET** PI ISSUES		33.92		
4408			10/07	AJ 04/25/07	**OFFSET** Monthly allocat				53,726.00
4313			10/07	AJ 04/24/07	**OFFSET** CORPYARD NEXTEL		1,665.27		
4267			10/07	AJ 04/23/07	**OFFSET** ALUCERO/LMD		707.82		
4239			10/07	AJ 04/19/07	**OFFSET** PI ISSUES		1.41		
4216			10/07	AJ 04/19/07	**OFFSET** PR AJ BATCH		28,820.75		
4080			10/07	AJ 04/10/07	**OFFSET** ALUCERO/LMD		157.44		
4051			10/07	AJ 04/09/07	**OFFSET** AP/FINANCE		.67		
4002			10/07	AJ 04/05/07	**OFFSET** PR AJ BATCH		28,696.81		
3995			10/07	AJ 04/04/07	**OFFSET** ALUCERO/LMD		43.79		
3919			09/07	AJ 03/29/07	**OFFSET** CORPYARD NEXTEL		501.29		
3869			09/07	AJ 03/27/07	**OFFSET** ALUCERO/LMD		94.32		
3843			09/07	AJ 03/26/07	**OFFSET** ALUCERO/TRAFIC		1,000.00		

continued

GROUP NBR	PO NBR	ACCTG PER	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	YTD/CURRENT ENCUMBRANCE	DEBITS	CREDITS	CURRENT BALANCE
FUND 161 LANDSCAPE MAINT DIST-ADM										
161-0000-242.00-00 SYSTEM OFFSET / EXPENDITURES										
1801		09/07	AJ	03/22/07	**OFFSET**	AP/FINANCE BATCH TYPE AP 03843		61.02		
1805		09/07	AJ	03/22/07	**OFFSET**	AP/FINANCE BATCH TYPE AP 03801		60.58		
1820		09/07	AJ	03/22/07	**OFFSET**	PI ISSUES BATCH TYPE AP 03805		28.29		
1803		09/07	AJ	03/22/07	**OFFSET**	PR AJ BATCH BATCH TYPE AJ 03820		28,828.47		
3796		09/07	AJ	03/21/07	**OFFSET**	IT INVOICES BATCH TYPE AJ 03803		75.00		
3782		09/07	AJ	03/21/07	**OFFSET**	MAINTENANCE DIV BATCH TYPE AP 03796		65.00		
3727		09/07	AJ	03/15/07	**OFFSET**	PI ISSUES BATCH TYPE AP 03782		15.07		
3556		09/07	AJ	03/08/07	**OFFSET**	PR AJ BATCH BATCH TYPE AJ 03727		28,686.94		
3491		08/07	AJ	03/01/07	**OFFSET**	PI ISSUES BATCH TYPE AJ 03556		56.57		
3467		08/07	AJ	02/28/07	**OFFSET**	MAINTENANCE DIV BATCH TYPE AJ 03491		35.00		
3605		08/07	AJ	02/28/07	**OFFSET**	Retire med exp BATCH TYPE AP 03467		3,181.45		
3714		08/07	AJ	02/28/07	**OFFSET**	Monthly allocat BATCH TYPE AJ 03605		53,726.00		
3412		08/07	AJ	02/27/07	**OFFSET**	WATER MAINTENAN BATCH TYPE AJ 03714		9.11		
3348		08/07	AJ	02/27/07	**OFFSET**	CORPWARD NEXTEL BATCH TYPE AP 03412		180.41		
3428		08/07	AJ	02/27/07	**OFFSET**	APS - ENG 3 BATCH TYPE AP 03348		815.94		
3414		08/07	AJ	02/27/07	**OFFSET**	ALUCERO/LMD BATCH TYPE AP 03428		121.26		
3458		08/07	AJ	02/27/07	**OFFSET**	PI PRO PAYMENT BATCH TYPE AP 03414		350.00		
3379		08/07	AJ	02/23/07	**OFFSET**	IT INVOICES BATCH TYPE AP 03458		145.00		
3393		08/07	AJ	02/23/07	**OFFSET**	PI ISSUES BATCH TYPE AP 03379		1.38		
3335		08/07	AJ	02/22/07	**OFFSET**	PR AJ BATCH BATCH TYPE AJ 03393		28,799.06		
3288		08/07	AJ	02/16/07	**OFFSET**	PI ISSUES BATCH TYPE AJ 03335		11.24		
3276		08/07	AJ	02/15/07	**OFFSET**	PI ISSUES BATCH TYPE AJ 03288		13.27		
3125		08/07	AJ	02/08/07	**OFFSET**	PR AJ BATCH BATCH TYPE AJ 03276		28,668.41		
3098		08/07	AJ	02/07/07	**OFFSET**	ALUCERO/LMD BATCH TYPE AP 03125		295.19		

continued

ACCOUNT ACTIVITY LISTING

GROUP NBR	PO NBR	ACCTG PER.	CD DATE	TRANSACTION NUMBER	DESCRIPTION	YTD/CURRENT ENCUMBRANCE	DEBITS	CREDITS	CURRENT BALANCE
FUND 161 LANDSCAPE MAINT DIST-ADM									
161-0000-242-00-00 SYSTEM OFFSET / EXPENDITURES									
3035			08/07	AJ 02/02/07	**OFFSET** IT INVOICES		20.82		
3004			07/07	AJ 01/31/07	**OFFSET** AP/FINANCE		60.58		
3271			07/07	AJ 01/31/07	**OFFSET** Monthly Alllocal			53,726.00	
2991			07/07	AJ 01/30/07	**OFFSET** IT INVOICES				
2961			07/07	AJ 01/30/07	**OFFSET** CORPYARD NEXTEL		145.00		
2960			07/07	AJ 01/30/07	**OFFSET** ALUCERO/LMD		138.94		
2929			07/07	AJ 01/26/07	**OFFSET** MAINTENANCE DIV		129.11		
2920			07/07	AJ 01/25/07	**OFFSET** PI ISSUES		85.50		
2899			07/07	AJ 01/25/07	**OFFSET** PR AJ BATCH		7.98		
2883			07/07	AJ 01/23/07	**OFFSET** CR CASH RECEIPT		29,404.31		29.50
2827			07/07	AJ 01/19/07	**OFFSET** PI ISSUES		19.49		
2744			07/07	AJ 01/16/07	**OFFSET** AVS - ENG 1		109.52		
2727			07/07	AJ 01/16/07	**OFFSET** ALUCERO/LMD		1,487.28		
2692			07/07	AJ 01/12/07	**OFFSET** ALUCERO/LMD		814.01		
2675			07/07	AJ 01/11/07	**OFFSET** AP/FINANCE		60.58		
2665			07/07	AJ 01/11/07	**OFFSET** PR AJ BATCH		18,066.16		
2633			07/07	AJ 01/09/07	**OFFSET** IT INVOICES		35.58		
2613			07/07	AJ 01/05/07	**OFFSET** PI RECEIPTS		1,623.51		
2590			07/07	AJ 01/04/07	**OFFSET** AP/FINANCE		11.11		
2603			07/07	AJ 01/04/07	**OFFSET** MAINTENANCE/LINE		300.00		
2532			07/07	AJ 01/02/07	**OFFSET** ALUCERO/LMD		27.38		
ACCOUNT TOTAL						.00	292,889.12	280,029.18	12,859.94
161-0000-243-00-00 SYSTEM OFFSET / ENCUMBRANCE CONTROL									
4693 11/07 AJ 05/18/07 **OFFSET** PI RECEIPTS									1,090.18
BATCH TYPE AP 04693									

GROUP NBR	PO NBR	ACCGS PER	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	YTD/CURRENT ENCUMBRANCE	DEBITS	CREDITS	CURRENT BALANCE
FUND 161 LANDSCAPE MAINT DIST-ADM										
161-0000-243	00-00	SYSTEM OFFSET				/ ENCUMBRANCE CONTROL				
4448		11/07	AJ	05/07/07	**OFFSET**	PI PO ENTRY	1,090.17			
3456		08/07	AJ	02/27/07	**OFFSET**	PI PPO ENTRY		350.00		
3458		08/07	AJ	02/27/07	**OFFSET**	PI PPO PAYMENT			350.00	
2613		07/07	AJ	01/05/07	**OFFSET**	PI RECEIPTS			1,512.00	
ACCOUNT TOTAL							1,440.17		2,952.18	1,512.01-
161-0000-245.00-00 SYSTEM OFFSET / RESERVE FOR ENCUMBRANCES										
4693		11/07	AJ	05/18/07	**OFFSET**	PI RECEIPTS	1,090.18			
4448		11/07	AJ	05/07/07	**OFFSET**	PI PO ENTRY		1,090.17		
3456		08/07	AJ	02/27/07	**OFFSET**	PI PPO ENTRY			350.00	
3458		08/07	AJ	02/27/07	**OFFSET**	PI PPO PAYMENT			350.00	
2613		07/07	AJ	01/05/07	**OFFSET**	PI RECEIPTS			1,512.00	
ACCOUNT TOTAL							2,952.18		1,440.17	1,512.01
161-0000-253.00-00 FUND BALANCE / FUND BALANCE										
2869		07/07	AJ	12/31/06	**YERO**	REVERSE GRP1430	359,208.84			
ACCOUNT TOTAL							359,208.84		.00	359,208.84
161-0000-253.04-02 RESERVE FUND BALANCE / RESERVE FOR ENCUMBRANCES										
2869		07/07	AJ	12/31/06	**YERO**	REVERSE GRP1430	4,363.52			
ACCOUNT TOTAL							4,363.52		.00	4,363.52
161-3302-431.01-01 WAGES & SALARIES / SALARIES-EXEMPT										
4653		11/07	AJ	05/18/07	PRO518	PAYROLL SUMMARY	3,574.44			
4393		11/07	AJ	05/04/07	PRO504	PAYROLL SUMMARY	4,771.54			
4216		10/07	AJ	04/20/07	PRO420	PAYROLL SUMMARY	4,762.46			
4002		10/07	AJ	04/06/07	PRO406	PAYROLL SUMMARY	4,904.84			
3803		09/07	AJ	03/23/07	PRO323	PAYROLL SUMMARY	4,640.12			
3556		09/07	AJ	03/09/07	PRO309	PAYROLL SUMMARY	4,238.25			
3335		08/07	AJ	02/23/07	PRO223	PAYROLL SUMMARY	4,522.72			

continued

GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	NUMBER	DESCRIPTION	YTD/CURRENT ENCUMBRANCE	DEBITS	CREDITS	CURRENT BALANCE
FUND 161 LANDSCAPE MAINT DIST-ADM										
161-3302-431	01-01	WAGES & SALARIES				SALARIES-EXEMPT				continued
3125		08/07	AJ	02/09/07	PRO209	PAYROLL SUMMARY		4,886.93		
2899		07/07	AJ	01/26/07	PRO126	PAYROLL SUMMARY		3,942.82		
2665		07/07	AJ	01/12/07	PRO112	PAYROLL SUMMARY		2,840.74		
ACCOUNT TOTAL							.00	43,084.46	.00	43,084.46

161-3302-431.01-02 WAGES & SALARIES / SALARIES-IBEM										
5027		11/07	AJ	05/31/07	32	CCV ADJUST RE RIDGE		21.96		
QUARTER REPORT										
4653		11/07	AJ	05/18/07	PRO518	PAYROLL SUMMARY		11,226.24		
4393		11/07	AJ	05/04/07	PRO504	PAYROLL SUMMARY		11,012.07		
4655		10/07	AJ	04/30/07	77	YS/WD PW charges 3rd ending 3/31/07			5,251.46	
ACCOUNT TOTAL							.00	111,277.09	5,251.46	106,025.63

161-3302-431.02-01 OVERTIME / OVERTIME										
4653		11/07	AJ	05/18/07	PRO518	PAYROLL SUMMARY		78.51		
4393		11/07	AJ	05/04/07	PRO504	PAYROLL SUMMARY		71.97		
4216		10/07	AJ	04/20/07	PRO420	PAYROLL SUMMARY		71.97		
4002		10/07	AJ	04/06/07	PRO406	PAYROLL SUMMARY		85.06		
3803		09/07	AJ	03/23/07	PRO323	PAYROLL SUMMARY		91.60		
3556		09/07	AJ	03/09/07	PRO309	PAYROLL SUMMARY		91.59		
3335		08/07	AJ	02/23/07	PRO223	PAYROLL SUMMARY		68.53		
3125		08/07	AJ	02/09/07	PRO209	PAYROLL SUMMARY		74.78		
2899		07/07	AJ	01/26/07	PRO126	PAYROLL SUMMARY		709.60		
2665		07/07	AJ	01/12/07	PRO112	PAYROLL SUMMARY		68.55		
ACCOUNT TOTAL							.00	1,412.16	.00	1,412.16

161-3302-431.03-01 OTHER PAY / SHIFT DIFFERENTIAL										
2899		07/07	AJ	01/26/07	PRO126	PAYROLL SUMMARY		93.26		
ACCOUNT TOTAL							.00	93.26	.00	93.26

161-3302-431.03-02 OTHER PAY / ACTING PAY										
4653		11/07	AJ	05/18/07	PRO518	PAYROLL SUMMARY		68.18		

GROUP NBR	PO NBR	ACCTG PER	CD DATE	TRANSACTION NUMBER	DESCRIPTION	YTD/CURRENT ENCUMBRANCE	DEBITS	CREDITS	CURRENT BALANCE
FUND 161 LANDSCAPE MAINT DIST-ADM									
161-3302-431.03-02 OTHER PAY / ACTING PAY									
4393		11/07	AJ	05/04/07	PRO504		20.35		20.35
4316		10/07	AJ	04/20/07	PRO420		98.75		98.75
4002		10/07	AJ	04/06/07	PRO406		44.18		44.18
3803		09/07	AJ	03/23/07	PRO323		170.94		170.94
3556		09/07	AJ	03/09/07	PRO309		65.71		65.71
3335		08/07	AJ	02/23/07	PRO223		44.18		44.18
3125		08/07	AJ	02/09/07	PRO209		44.18		44.18
2899		07/07	AJ	01/26/07	PRO126		44.18		44.18
2665		07/07	AJ	01/12/07	PRO112		188.26		188.26
ACCOUNT TOTAL						.00	788.91	.00	788.91

continued

161-3302-431.03-08 OTHER PAY / AUTO ALLOWANCE									
4653		11/07	AJ	05/18/07	PRO518		30.00		30.00
4216		10/07	AJ	04/20/07	PRO420		30.00		30.00
ACCOUNT TOTAL						.00	60.00	.00	60.00

161-3302-431.03-15 OTHER PAY / MEDICAL FLEX									
4653		11/07	AJ	05/18/07	PRO518		38.55		38.55
4393		11/07	AJ	05/04/07	PRO504		38.56		38.56
4216		10/07	AJ	04/20/07	PRO420		38.56		38.56
4002		10/07	AJ	04/06/07	PRO406		38.56		38.56
3803		09/07	AJ	03/23/07	PRO323		38.55		38.55
3556		09/07	AJ	03/09/07	PRO309		38.55		38.55
3335		08/07	AJ	02/23/07	PRO223		38.56		38.56
3125		08/07	AJ	02/09/07	PRO209		38.56		38.56
2899		07/07	AJ	01/26/07	PRO126		38.56		38.56
2665		07/07	AJ	01/12/07	PRO112		16.29		16.29
ACCOUNT TOTAL						.00	363.31	.00	363.31

161-3302-431.03-19 OTHER PAY / BILINGUAL PAY									
4653		11/07	AJ	05/18/07	PRO518		8.64		8.64
4393		11/07	AJ	05/04/07	PRO504		8.64		8.64
4216		10/07	AJ	04/20/07	PRO420		8.67		8.67
4002		10/07	AJ	04/06/07	PRO406		8.67		8.67
3803		09/07	AJ	03/23/07	PRO323		8.64		8.64
3556		09/07	AJ	03/09/07	PRO309		8.64		8.64
3335		08/07	AJ	02/23/07	PRO223		8.67		8.67
3125		08/07	AJ	02/09/07	PRO209		8.64		8.64
2899		07/07	AJ	01/26/07	PRO126		8.64		8.64
2665		07/07	AJ	01/12/07	PRO112		8.64		8.64
ACCOUNT TOTAL						.00	86.49	.00	86.49

GROUP NBR	PO NBR	ACCTG PER	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	YTD/CURRENT ENCUMBRANCE	DEBITS	CREDITS	CURRENT BALANCE
FUND 161 LANDSCAPE MAINT DIST-ADM										
161-3302-431.04-01 COMPENSATED ABSENCES /										
4653		11/07	AD	05/18/07	PRO518	VACATION LEAVE PAYROLL SUMMARY		3,569.46		
4393		11/07	AD	05/04/07	PRO504	PAYROLL SUMMARY		714.23		
4216		10/07	AD	04/20/07	PRO420	PAYROLL SUMMARY		880.21		
3803		09/07	AD	04/06/07	PRO406	PAYROLL SUMMARY		450.77		
3556		09/07	AD	03/23/07	PRO323	PAYROLL SUMMARY		1,396.34		
3335		08/07	AD	03/09/07	PRO309	PAYROLL SUMMARY		433.91		
3125		08/07	AD	02/23/07	PRO223	PAYROLL SUMMARY		1,028.47		
2899		07/07	AD	02/09/07	PRO209	PAYROLL SUMMARY		152.95		
2665		07/07	AD	01/26/07	PRO126	PAYROLL SUMMARY		190.69		
		07/07	AD	01/12/07	PRO112	PAYROLL SUMMARY		2,183.56		
ACCOUNT TOTAL							.00	11,000.59	.00	11,000.59

161-3302-431.04-02 COMPENSATED ABSENCES /										
4653		11/07	AD	05/18/07	PRO518	SICK LEAVE PAYROLL SUMMARY		551.16		
4393		11/07	AD	05/04/07	PRO504	PAYROLL SUMMARY		1,542.17		
4216		10/07	AD	04/20/07	PRO420	PAYROLL SUMMARY		627.17		
4002		10/07	AD	04/06/07	PRO406	PAYROLL SUMMARY		488.60		
3803		09/07	AD	03/23/07	PRO323	PAYROLL SUMMARY		852.66		
3556		09/07	AD	03/09/07	PRO309	PAYROLL SUMMARY		134.69		
3335		08/07	AD	02/23/07	PRO223	PAYROLL SUMMARY		556.38		
3125		08/07	AD	02/09/07	PRO209	PAYROLL SUMMARY		1,022.47		
2899		07/07	AD	01/26/07	PRO126	PAYROLL SUMMARY		271.97		
2665		07/07	AD	01/12/07	PRO112	PAYROLL SUMMARY		222.17		
ACCOUNT TOTAL							.00	6,269.44	.00	6,269.44

161-3302-431.04-03 COMPENSATED ABSENCES /										
4393		11/07	AD	05/04/07	PRO504	HOLIDAY PAY PAYROLL SUMMARY		743.84		
3803		09/07	AD	03/23/07	PRO323	PAYROLL SUMMARY		93.14		
3556		09/07	AD	03/09/07	PRO309	PAYROLL SUMMARY		2,329.51		
3125		08/07	AD	02/09/07	PRO209	PAYROLL SUMMARY			42.72	
2899		07/07	AD	01/26/07	PRO126	PAYROLL SUMMARY		2,376.21		
2665		07/07	AD	01/12/07	PRO112	PAYROLL SUMMARY		2,442.12		
ACCOUNT TOTAL							.00	7,984.82	42.72	7,942.10

161-3302-431.04-05 COMPENSATED ABSENCES /										
4393		11/07	AD	05/04/07	PRO504	OTHER LEAVE PAYROLL SUMMARY		137.42		
4216		10/07	AD	04/20/07	PRO420	PAYROLL SUMMARY		824.49		
3803		09/07	AD	03/23/07	PRO323	PAYROLL SUMMARY		311.18		
2665		07/07	AD	01/12/07	PRO112	PAYROLL SUMMARY		207.46		
								983.01		
ACCOUNT TOTAL							.00	2,463.56	.00	2,463.56



GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	NUMBER	DESCRIPTION	YTD/CURRENT ENCUMBRANCE	DEBITS	CREDITS	CURRENT BALANCE
FUND 161 LANDSCAPE MAINT DIST-ADM										
161-3302-431.05-01						PAYROLL BENEFITS / PAYROLL BENEFITS				
5027				11/07	AJ 05/31/07 32 -CCV	ADVUST RE RIDGE		11.33		
4653				11/07	AJ 05/18/07 PRO518	QUARTER REPORT				
4393				11/07	AJ 05/04/07 PRO504	PAYROLL SUMMARY		1,488.36		
4655				10/07	AJ 04/30/07 77 YS/WD	PW charges 3rd ending 3/31/07		1,481.91		
4216				10/07	AJ 04/20/07 PRO420	PAYROLL SUMMARY			2,710.27	
4002				10/07	AJ 04/06/07 PRO406	PAYROLL SUMMARY		1,490.23		
3803				09/07	AJ 03/23/07 PRO323	PAYROLL SUMMARY		1,482.95		
3556				09/07	AJ 03/09/07 PRO309	PAYROLL SUMMARY		1,490.21		
3335				08/07	AJ 02/23/07 PRO223	PAYROLL SUMMARY		1,482.16		
3125				08/07	AJ 02/09/07 PRO209	PAYROLL SUMMARY		1,488.78		
2899				07/07	AJ 01/26/07 PRO126	PAYROLL SUMMARY		1,480.97		
2655				07/07	AJ 01/12/07 PRO112	PAYROLL SUMMARY		1,532.29		
								955.64		
ACCOUNT TOTAL								14,384.83	2,710.27	11,674.56
161-3302-431.05-02 PAYROLL BENEFITS / PERS BENEFITS										
4653				11/07	AJ 05/18/07 PRO518	PAYROLL SUMMARY		3,115.60		
4393				11/07	AJ 05/04/07 PRO504	PAYROLL SUMMARY		3,107.92		
4216				10/07	AJ 04/20/07 PRO420	PAYROLL SUMMARY		3,120.57		
4002				10/07	AJ 04/06/07 PRO406	PAYROLL SUMMARY		3,107.92		
3803				09/07	AJ 03/23/07 PRO323	PAYROLL SUMMARY		3,123.64		
3556				09/07	AJ 03/09/07 PRO309	PAYROLL SUMMARY		3,106.54		
3335				08/07	AJ 02/23/07 PRO223	PAYROLL SUMMARY		3,124.33		
3125				08/07	AJ 02/09/07 PRO209	PAYROLL SUMMARY		3,106.85		
2899				07/07	AJ 01/26/07 PRO126	PAYROLL SUMMARY		3,112.56		
2655				07/07	AJ 01/12/07 PRO112	PAYROLL SUMMARY		2,002.77		
ACCOUNT TOTAL								30,028.70	.00	30,028.70
161-3302-431.05-04 PAYROLL BENEFITS / HEALTH INSURANCE BENEFIT										
4653				11/07	AJ 05/18/07 PRO518	PAYROLL SUMMARY		3,113.72		
4393				11/07	AJ 05/04/07 PRO504	PAYROLL SUMMARY		3,113.83		
4216				10/07	AJ 04/20/07 PRO420	PAYROLL SUMMARY		3,113.82		
4002				10/07	AJ 04/06/07 PRO406	PAYROLL SUMMARY		3,113.86		
3803				09/07	AJ 03/23/07 PRO323	PAYROLL SUMMARY		3,113.88		
3556				09/07	AJ 03/09/07 PRO309	PAYROLL SUMMARY		3,113.83		
3335				08/07	AJ 02/23/07 PRO223	PAYROLL SUMMARY		3,113.82		
3125				08/07	AJ 02/09/07 PRO209	PAYROLL SUMMARY		3,113.84		
2899				07/07	AJ 01/26/07 PRO126	PAYROLL SUMMARY		3,113.90		
2655				07/07	AJ 01/12/07 PRO112	PAYROLL SUMMARY		1,967.79		
ACCOUNT TOTAL								29,992.29	.00	29,992.29

161-3302-431.05-05 PAYROLL BENEFITS / DENTAL INSURANCE BENEFIT

GROUP	PO	ACCTG	CD	TRANSACTION	NUMBER	DESCRIPTION	YTD/CURRENT ENCUMBRANCE	DEBITS	CREDITS	CURRENT BALANCE
FUND 161 LANDSCAPE MAINT DIST-ADM										
161-3302-431-05-05				PAYROLL BENEFITS /		DENTAL INSURANCE BENEFIT				continued
4653		11/07	AJ	05/18/07	PRO518	PAYROLL SUMMARY		384.37		
4393		11/07	AJ	05/04/07	PRO504	PAYROLL SUMMARY		384.40		
4216		10/07	AJ	04/20/07	PRO420	PAYROLL SUMMARY		384.39		
4002		10/07	AJ	04/06/07	PRO406	PAYROLL SUMMARY		384.41		
3803		09/07	AJ	03/23/07	PRO323	PAYROLL SUMMARY		384.19		
3556		09/07	AJ	03/09/07	PRO309	PAYROLL SUMMARY		384.40		
3335		08/07	AJ	02/23/07	PRO223	PAYROLL SUMMARY		384.39		
3125		08/07	AJ	02/09/07	PRO209	PAYROLL SUMMARY		384.41		
2899		07/07	AJ	01/26/07	PRO126	PAYROLL SUMMARY		384.40		
2665		07/07	AJ	01/12/07	PRO112	PAYROLL SUMMARY		214.81		
ACCOUNT TOTAL							.00	3,674.37	.00	3,674.37

161-3302-431-05-06				PAYROLL BENEFITS /		RETIREE MEDICAL EXPENSE				
3605		08/07	AJ	02/28/07	JE47R/YS	Retiree med exp 1st half of year				
ACCOUNT TOTAL							.00	.00	3,181.45	3,181.45-

161-3302-431-05-07				PAYROLL BENEFITS /		EMPLOYEE ASSISTANCE				
4653		11/07	AJ	05/18/07	PRO518	PAYROLL SUMMARY		13.83		
4393		11/07	AJ	05/04/07	PRO504	PAYROLL SUMMARY		13.82		
4216		10/07	AJ	04/20/07	PRO420	PAYROLL SUMMARY		13.82		
4002		10/07	AJ	04/06/07	PRO406	PAYROLL SUMMARY		13.81		
3803		09/07	AJ	03/23/07	PRO323	PAYROLL SUMMARY		13.83		
3556		09/07	AJ	03/09/07	PRO309	PAYROLL SUMMARY		13.81		
3335		08/07	AJ	02/23/07	PRO223	PAYROLL SUMMARY		13.82		
3125		08/07	AJ	02/09/07	PRO209	PAYROLL SUMMARY		13.83		
2899		07/07	AJ	01/26/07	PRO126	PAYROLL SUMMARY		13.81		
2665		07/07	AJ	01/12/07	PRO112	PAYROLL SUMMARY		7.63		
ACCOUNT TOTAL							.00	132.01	.00	132.01

161-3302-431-05-08				PAYROLL BENEFITS /		MANAGEMENT BENEFIT				
4653		11/07	AJ	05/18/07	PRO518	PAYROLL SUMMARY		302.01		
4393		11/07	AJ	05/04/07	PRO504	PAYROLL SUMMARY		302.01		
4216		10/07	AJ	04/20/07	PRO420	PAYROLL SUMMARY		302.02		
4002		10/07	AJ	04/06/07	PRO406	PAYROLL SUMMARY		302.00		
3803		09/07	AJ	03/23/07	PRO323	PAYROLL SUMMARY		302.01		
3556		09/07	AJ	03/09/07	PRO309	PAYROLL SUMMARY		301.99		
3335		08/07	AJ	02/23/07	PRO223	PAYROLL SUMMARY		302.01		
3125		08/07	AJ	02/09/07	PRO209	PAYROLL SUMMARY		316.10		
2899		07/07	AJ	01/26/07	PRO126	PAYROLL SUMMARY		300.95		
2665		07/07	AJ	01/12/07	PRO112	PAYROLL SUMMARY		300.94		
ACCOUNT TOTAL							.00	3,032.04	.00	3,032.04

GROUP NBR	PO NBR	ACCTG PER	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	YTD/CURRENT ENCUMBRANCE	DEBITS	CREDITS	CURRENT BALANCE
FUND 161 LANDSCAPE MAINT DIST-ADM										
161-3302-431	05-10	PAYROLL BENEFITS / LIFE INSURANCE								
4653		11/07	AJ	05/18/07	PRO518	PAYROLL SUMMARY		30.84		
4393		11/07	AJ	05/04/07	PRO504	PAYROLL SUMMARY		30.83		
4216		10/07	AJ	04/20/07	PRO420	PAYROLL SUMMARY		30.84		
4002		10/07	AJ	04/06/07	PRO406	PAYROLL SUMMARY		30.85		
3803		09/07	AJ	03/23/07	PRO323	PAYROLL SUMMARY		24.74		
3556		09/07	AJ	03/09/07	PRO309	PAYROLL SUMMARY		24.73		
3335		08/07	AJ	02/23/07	PRO223	PAYROLL SUMMARY		24.72		
3125		08/07	AJ	02/09/07	PRO209	PAYROLL SUMMARY		24.75		
2899		07/07	AJ	01/26/07	PRO126	PAYROLL SUMMARY		24.73		
2665		07/07	AJ	01/12/07	PRO112	PAYROLL SUMMARY		13.65		
ACCOUNT TOTAL							.00	260.68	.00	260.68

161-3302-431.05-11 PAYROLL BENEFITS / ACC DEATH & DISMEMBERMENT										
4653		11/07	AJ	05/18/07	PRO518	PAYROLL SUMMARY		6.20		
4393		11/07	AJ	05/04/07	PRO504	PAYROLL SUMMARY		6.16		
4216		10/07	AJ	04/20/07	PRO420	PAYROLL SUMMARY		6.16		
4002		10/07	AJ	04/06/07	PRO406	PAYROLL SUMMARY		6.19		
3803		09/07	AJ	03/23/07	PRO323	PAYROLL SUMMARY		4.96		
3556		09/07	AJ	03/09/07	PRO309	PAYROLL SUMMARY		4.95		
3335		08/07	AJ	02/23/07	PRO223	PAYROLL SUMMARY		4.97		
3125		08/07	AJ	02/09/07	PRO209	PAYROLL SUMMARY		4.97		
2899		07/07	AJ	01/26/07	PRO126	PAYROLL SUMMARY		4.97		
2665		07/07	AJ	01/12/07	PRO112	PAYROLL SUMMARY		2.76		
ACCOUNT TOTAL							.00	52.29	.00	52.29

161-3302-431.05-12 PAYROLL BENEFITS / LONG TERM DISABILITY										
4653		11/07	AJ	05/18/07	PRO518	PAYROLL SUMMARY		116.57		
4393		11/07	AJ	05/04/07	PRO504	PAYROLL SUMMARY		116.60		
4216		10/07	AJ	04/20/07	PRO420	PAYROLL SUMMARY		116.60		
4002		10/07	AJ	04/06/07	PRO406	PAYROLL SUMMARY		116.44		
3803		09/07	AJ	03/23/07	PRO323	PAYROLL SUMMARY		116.44		
3556		09/07	AJ	03/09/07	PRO309	PAYROLL SUMMARY		116.26		
3335		08/07	AJ	02/23/07	PRO223	PAYROLL SUMMARY		116.28		
3125		08/07	AJ	02/09/07	PRO209	PAYROLL SUMMARY		116.26		
2899		07/07	AJ	01/26/07	PRO126	PAYROLL SUMMARY		116.17		
2665		07/07	AJ	01/12/07	PRO112	PAYROLL SUMMARY		73.12		
ACCOUNT TOTAL							.00	1,120.35	.00	1,120.35

161-3302-431.05-14 PAYROLL BENEFITS / WORKER'S COMPENSATION										
4653		11/07	AJ	05/18/07	PRO518	PAYROLL SUMMARY		1,066.25		
4393		11/07	AJ	05/04/07	PRO504	PAYROLL SUMMARY		1,064.04		
4216		10/07	AJ	04/20/07	PRO420	PAYROLL SUMMARY		1,073.10		
4002		10/07	AJ	04/06/07	PRO406	PAYROLL SUMMARY		1,064.30		
ACCOUNT TOTAL							.00	4,267.69	.00	4,267.69

GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	NUMBER	DESCRIPTION	YTD/CURRENT ENCUMBRANCE	DEBITS	CREDITS	CURRENT BALANCE
FUND 161 LANDSCAPE MAINT DIST-ADM										
161-3302-431.05-14 PAYROLL BENEFITS / WORKER'S COMPENSATION										
3803	09/07	AJ	03/23/07	PRO323		PAYROLL SUMMARY		1,076.91		1,076.91
3856	09/07	AJ	03/09/07	PRO309		PAYROLL SUMMARY		1,065.86		1,065.86
3335	08/07	AJ	02/23/07	PRO223		PAYROLL SUMMARY		1,067.07		1,067.07
3125	08/07	AJ	02/09/07	PRO209		PAYROLL SUMMARY		1,063.95		1,063.95
2899	07/07	AJ	01/26/07	PRO126		PAYROLL SUMMARY		1,072.41		1,072.41
2665	07/07	AJ	01/12/07	PRO112		PAYROLL SUMMARY		336.62		336.62
ACCOUNT TOTAL							.00	9,950.51	.00	9,950.51
161-3302-431.05-26 PAYROLL BENEFITS / LONG-TERM CARE										
4653	11/07	AJ	05/18/07	PRO518		PAYROLL SUMMARY		4.56		4.56
ACCOUNT TOTAL							.00	4.56	.00	4.56
161-3302-431.06-01 PROFESSIONAL SERVICES / OTHER PROFESSIONAL SERV										
2727	07/07	AP	01/16/07	0659437		MUNI FINANCIAL		1,487.28		1,487.28
2744	07/07	AP	01/16/07	0659244		LANDSCAPE & LIGHTING DIST INVOICE 12/29/06		109.52		109.52
2692	07/07	AP	01/12/07	0659437		LMD COPYING SERVICES		571.35		571.35
ACCOUNT TOTAL							.00	2,168.15	.00	2,168.15
161-3302-431.07-02 OFFICE EXPENSE / POSTAGE & MAILING										
4656	10/07	AJ	04/30/07	78 CV/WD		Jan - Apr Postla by departments		105.51		105.51
3995	10/07	AP	04/04/07	0662108		FEDERAL EXPRESS		43.79		43.79
3098	08/07	AP	02/08/07	0660408		DOORHANGERS - LMD WHEELER-SONOMA		226.56		226.56
2532	07/07	AP	01/02/07	0659087		KEYS, STAMP NEWCOMB & SONS DENNIS MCCARTY 12/13/06		27.38		27.38
ACCOUNT TOTAL							.00	403.24	.00	403.24
161-3302-431.07-04 OFFICE EXPENSE / SOFTWARE PROGRAMS										
4267	10/07	AP	04/23/07	0662427		COPERS, FOLDING, CARDS BPPRESS		707.82		707.82
3456	F23402	08/07	EN	02/14/07	F23402	MISC ACCOUNTS P LMD/GROUNDS	350.00			350.00
3458	F23402	08/07	AP	02/14/07	0660597	ESKEL PORTER CO LMD/GROUNDS	350.00			350.00
ACCOUNT TOTAL							.00	1,057.82	.00	1,057.82

continued

GROUP NBR	PO NBR	ACCTG PER	CD	TRANSACTION-DATE	NUMBER	DESCRIPTION	YTD/CURRENT ENCUMBRANCE	DEBITS	CREDITS	CURRENT BALANCE
FUND 161 LANDSCAPE MAINT DIST-ADM										
161-3302-431				08-01		TRAINING & CONFERENCES				
3782				09/07	AP 03/21/07	0662235 PAPA (PESTICIDE		65.00		
						SEMINAR 51707 QAC12329				
				08/07	BA 02/28/07	2007-77 J. PERASSO-KACZMARCZYK				
3115				07/07	AP 01/30/07	0660019 MLD-YR BUDGET A		96.90		
2960				07/07	AP 01/30/07	0660019 WILSON CORNELIU		32.21		
2929				07/07	AP 01/26/07	0659818 WILSON CORNELIU		85.50		
						TRAVEL EXPENSES				
2613				07/07	AP 01/05/07	0659306 JOHN CERINI-PET				
						COMPUTER EQUIPMENT				
2603				07/07	AP 01/05/07	0659306 DLT SOLUTIONS		111.51		
						COMPUTER EQUIPMENT				
2603				07/07	AP 01/04/07	0659253 CAL CARD		75.00		
						AB1234 ETHICS TRAINING				
2603				07/07	AP 01/04/07	0659253 CAL CARD		75.00		
						AB1234 ETHICS TRAINING				
2603				07/07	AP 01/04/07	0659253 CAL CARD		75.00		
						AB1234 ETHICS TRAINING				
2603				07/07	AP 01/04/07	0659253 CAL CARD		75.00		
						AB1234 ETHICS TRAINING				
ACCOUNT TOTAL							1,512.00-	2,203.12	.00	2,203.12
161-3302-431.09-01 DUES & PUBLICATIONS / DUES & PUBLICATIONS										
3869				09/07	AP 03/27/07	0661821 NEWCOMB & SONS		56.37		
						(6) MASTER #7 KA				
3869				09/07	AP 03/27/07	0661876 RITZ CAMERA CEN		37.95		
						RENEWAL FOR EXPANDED				
3467				08/07	AP 02/28/07	0661446 PAPA (PESTICIDE		35.00		
						RICHARD PACHECO DUES				
2883				07/07	CR 01/23/07	0096646 DONALD BORTON		29.50		
						GPALACIOS 01/23/07 17				
ACCOUNT TOTAL							.00	129.32	29.50	99.82
161-3302-431.14-01 MATERIALS, SUPP & SERV / OFFICE SUPPLIES										
3098				08/07	AP 02/08/07	0660370 CORPORATE-ONE		68.63		
						WHITE FOAM BOARD				
ACCOUNT TOTAL							.00	68.63	.00	68.63
161-3302-431.14-02 MATERIALS, SUPP & SERV / COMPUTER SUPPLIES										
3414				08/07	AP 02/27/07	0660641 HALLS SAFE LOCK		8.05		
						(3) KEYS				
3035				08/07	AP 02/02/07	0660065 AT&T PAYMENT CE		20.82		

GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION- DATE	NUMBER	DESCRIPTION	YTD/CURRENT ENCUMBRANCE	DEBITS	CREDITS	CURRENT BALANCE
FUND 161 LANDSCAPE MAINT DIST-ADM										
2692				161-3302-431.14-02		MATERIALS, SUPP & SERV / COMPUTER SUPPLIES				
				MONTHLY STATEMENT						
				07/07 AP 01/12/07	0659287	CORPORATE-ONE	continued	242.66		
				NEW PRINT CARTRIDGE						
ACCOUNT TOTAL							.00	271.53	.00	271.53
161-3302-431.14-20				MATERIALS, SUPP & SERV / OTHER SUPPLIES						
4799				11/07 AP 05/24/07	0663765	JOHN CERINI-PET		4.00		
				PETTY CASH						
4802				11/07 AJ 05/22/07	PI	CY ISSUES		.50		
4655				10/07 AJ 04/30/07	77 YS/WD	052207 - 052207				
						PW charges 3rd				
4348				10/07 AJ 04/26/07	PI	ending 3/31/07				
						CY ISSUES		33.92	226.50	
4239				10/07 AJ 04/18/07	PI	042607 - 042607				
						CY ISSUES		1.41		
4080				10/07 AP 04/10/07	0662319	041807 - 041807				
						UNITED LABORATO		157.44		
4051				10/07 AP 04/09/07	0662371	STATE BOARD OF		.67		
						VANDALISM MARK REMOVER				
3843				09/07 AP 03/26/07	0661666	CORPORATE-ONE		1,000.00		
						(LMD)				
3820				09/07 AJ 03/21/07	PI	CY ISSUES		28.29		
						032107 - 032107				
3727				09/07 AJ 03/13/07	PI	CY ISSUES		15.07		
						011307 - 011307				
3491				08/07 AJ 02/28/07	PI	CY ISSUES		56.57		
						022807 - 022807				
3412				08/07 AP 02/27/07	0660897	YES OF COURSE,		9.11		
						NEXTEL ACCESSORIES				
3414				08/07 AP 02/27/07	0660586	EJ BROOKS		113.21		
						POLY-LOK MAT II SEAL				
3393				08/07 AJ 02/22/07	PI	CY ISSUES		1.38		
						022207 - 022207				
3288				08/07 AJ 02/15/07	PI	CY ISSUES		11.24		
						021507 - 021507				
3276				08/07 AJ 02/13/07	PI	CY ISSUES		13.27		
						021307 - 021307				
2920				07/07 AJ 01/22/07	PI	CY ISSUES		3.99		
						012207 - 012207				
2827				07/07 AJ 01/16/07	PI	CY ISSUES		3.99		
						011607 - 011607				
2827				07/07 AJ 01/08/07	PI	CY ISSUES		2.20		
						010807 - 010807				
2590				07/07 AP 01/04/07	0659180	STATE BOARD OF		17.29		
						010807 - 010807				
						STATE BOARD OF		8.29		

GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	NUMBER	DESCRIPTION	YTD/CURRENT ENCUMBRANCE	DEBITS	CREDITS	CURRENT BALANCE
FUND 161 LANDSCAPE MAINT DIST-ADM										
161-3302-431.14-20						MATERIALS, SUPP & SERV / OTHER SUPPLIES				
2590				07/07 AP	01/04/07	STATE BOARD OF SALES TAX DUS		2.82		
continued										
ACCOUNT TOTAL							.00	1,484.66	226.50	1,258.16

161-3302-431.16-02						UTILITIES / TELEPHONE & TELEGRAPH				
4787				11/07 AP	05/24/07	NEXTEL COMMUNIC		172.83		
4770				11/07 AP	05/23/07	NEXTEL SERVICE LMD		136.56		
4460				11/07 AP	05/08/07	TELEPHONE CHARGES		60.58		
4490				11/07 AP	05/08/07	MONTHLY CELL PHONE CHGS		145.23		
4313				10/07 AP	04/24/07	MONTHLY SERVICES		1,665.27		
3936				09/07 BA	03/30/07	NEXTEL SERVICES LMD		61.02		
3801				09/07 AP	03/22/07	MONTHLY CELL PHONE CHARGE		60.58		
3805				09/07 AP	03/22/07	MONTHLY CELL PHONE CHARGE		75.00		
3796				08/07 AP	02/27/07	MONTHLY CHARGES		180.41		
3428				08/07 AP	02/27/07	MONTHLY CHARGES		102.51		
3428				08/07 AP	02/27/07	MONTHLY CHARGES		472.45		
3428				08/07 AP	02/27/07	MONTHLY CHARGES		120.98		
3379				08/07 AP	02/23/07	MONTHLY CHARGES		145.00		
3004				07/07 AP	01/31/07	MONTHLY CELL PHONE CHGS		60.58		
2961				07/07 AP	01/30/07	MONTHLY CELL PHONE CHGS		138.94		
2991				07/07 AP	01/30/07	MONTHLY CHANGES		145.00		
2675				07/07 AP	01/11/07	MONTHLY CELL PHONE CHGS		60.58		
2633				07/07 AP	01/09/07	MONTHLY SERVICES		35.58		
ACCOUNT TOTAL							.00	3,959.10	.00	3,959.10

ACCOUNT ACTIVITY LISTING

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	YTD/CURRENT ENCUMBRANCE	DEBITS	CREDITS	CURRENT BALANCE
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FUND 161 LANDSCAPE MAINT DIST-ADM

161-3302-431.20-01				09/07	BA 03/31/07	2007-100	DUPLICATE BUDGE			
							GRP 2469 AND GRP 3715			
							ACCOUNT TOTAL	.00	.00	.00

FUND 161 LANDSCAPE MAINT DIST-ADM

161-3302-431.20-07				11/07	AJ 05/21/07	JESCC-YS	MAY 2007 MONTHLY	1,900.00		
4722				10/07	AJ 04/30/07	JESCC-YS	MONTHLY ALLOCAT	1,900.00		
4406				10/07	AJ 04/25/07	JESCC-YS	MONTHLY ALLOCAT	1,900.00		
4408				08/07	AJ 02/28/07	JESCC-YS	MONTHLY ALLOCAT	1,900.00		
3714				07/07	AJ 01/31/07	JESCC-YS	MONTHLY ALLOCAT	1,900.00		
3271										
							ACCOUNT TOTAL	9,500.00	.00	9,500.00

FUND 161 LANDSCAPE MAINT DIST-ADM

161-3302-431.20-12				11/07	AJ 05/21/07	JESCC-YS	MAY 2007 MONTHLY	1,195.00		
4722				10/07	AJ 04/30/07	JESCC-YS	MONTHLY ALLOCAT	1,195.00		
4406				10/07	AJ 04/25/07	JESCC-YS	MONTHLY ALLOCAT	1,195.00		
4408				08/07	AJ 02/28/07	JESCC-YS	MONTHLY ALLOCAT	1,195.00		
3714				07/07	AJ 01/31/07	JESCC-YS	MONTHLY ALLOCAT	1,195.00		
3271										
							ACCOUNT TOTAL	5,975.00	.00	5,975.00

FUND 161 LANDSCAPE MAINT DIST-ADM

161-3302-431.20-13				11/07	AJ 05/21/07	JESCC-YS	MAY 2007 MONTHLY	1,007.00		
4722				10/07	AJ 04/30/07	JESCC-YS	MONTHLY ALLOCAT	1,007.00		
4406				10/07	AJ 04/25/07	JESCC-YS	MONTHLY ALLOCAT	1,007.00		
4408				08/07	AJ 02/28/07	JESCC-YS	MONTHLY ALLOCAT	1,007.00		
3714				07/07	AJ 01/31/07	JESCC-YS	MONTHLY ALLOCAT	1,007.00		
3271										
							ACCOUNT TOTAL	5,035.00	.00	5,035.00

FUND 161 LANDSCAPE MAINT DIST-ADM

161-3302-431.20-15				11/07	AJ 05/21/07	JESCC-YS	MAY 2007 MONTHLY	6,417.00		
4722				10/07	AJ 04/30/07	JESCC-YS	MONTHLY ALLOCAT	6,417.00		
4406				10/07	AJ 04/25/07	JESCC-YS	MONTHLY ALLOCAT	6,417.00		
4408				08/07	AJ 02/28/07	JESCC-YS	MONTHLY ALLOCAT	6,417.00		
3714				07/07	AJ 01/31/07	JESCC-YS	MONTHLY ALLOCAT	6,417.00		
3271										
							ACCOUNT TOTAL	32,085.00	.00	32,085.00

FUND 161 LANDSCAPE MAINT DIST-ADM

161-3302-431.20-37				11/07	AJ 05/21/07	JESCC-YS	MAY 2007 MONTHLY	64,245.00		
4722				10/07	AJ 04/30/07	JESCC-YS	MONTHLY ALLOCAT	64,245.00		
4406										
							ACCOUNT TOTAL	64,245.00	.00	64,245.00



ACCOUNT ACTIVITY LISTING

GROUP NBR	PO NBR	ACCTG PER	CD	TRANSACTION DATE	NUMBER	DESCRIPTION	YTD/CURRENT ENCUMBRANCE	DEBITS	CREDITS	CURRENT BALANCE
FUND 161 LANDSCAPE MAINT DIST-ADM										
161-3302-431		20-37		INDIRECT COST / LANDSCAPE MAINT DIST-ADM						
4408		10/07	AJ	04/25/07	JESCV-YS	MONTHLY ALLOCAT			64,245.00	
3714		08/07	AJ	02/28/07	JESCV-YS	MONTHLY ALLOCAT			64,245.00	
3271		07/07	AJ	01/31/07	JESCV-YS	MONTHLY ALLOCAT			64,245.00	
ACCOUNT TOTAL							.00	.00	321,225.00	321,225.00-

161-3302-431		20-43		INDIRECT COST / GOUNDS SVC - ONGOING						
3715		08/07	BA	02/28/07	2007-77	MID-YR BUDGET A				
ACCOUNT TOTAL							.00	.00	.00	.00

161-3302-431		20-44		INDIRECT COST / GROUNDS SVC -NONRECURRING						
3715		08/07	BA	02/28/07	2007-77	MID-YR BUDGET A				
ACCOUNT TOTAL							.00	.00	.00	.00

161-3302-431		21-03		NON CAPITAL ASSETS (<\$5K) / COMPUTER EQUIPMENT						
4693		027060	11/07	AP	05/18/07	0663345	HEWLETT PACKARD	1,090.18-	1,090.13	
4664		11/07	AP	05/17/07	0663417			576.76		
4664		11/07	AP	05/17/07	0663417			1,501.37		
4448		027060	11/07	EM	05/07/07	027060	HEWLETT PACKARD	1,090.17		
3336		09/07	BA	03/30/07	2007-93		COMPUTERS, DP & WORD PROC.			
3319		09/07	AP	03/29/07	0662216		NEXTEL COMMUNIC			
3715		08/07	BA	02/28/07	2007-77		MID-YR BUDGET A	501.29		
ACCOUNT TOTAL							.01-	3,669.55	.00	3,669.55

FUND TOTAL							1,512.01-	1,380,161.14	1,367,301.20	12,859.94
GRAND TOTAL							1,512.01-	1,380,161.14	1,367,301.20	12,859.94

Group number . . . . . :	4655	3rd qtr PW work charges
Accounting period . . . . :	10/2007	mm/yyyy
Posting date . . . . . :	05/17/2007	mm/dd/yyyy

Transaction information:

Transaction date . . . . . :	04/30/2007	mm/dd/yyyy
Document number . . . . . :	77 YS/WD	
Account number . . . . . :	161-3302-431.05-01	PAYROLL BENEFITS
Project number . . . . . :		
Debit amount . . . . . :		.00
Credit amount . . . . . :		2,710.27
Description 1 . . . . . :	PW charges 3rd quarter	
Description 2 . . . . . :	ending 3/31/07	
Transaction type code . . :		
Bank code . . . . . :	0	

Press Enter to continue.

F3=Exit    F12=Cancel    F15=Group Inquiry    F20=Imaging

**CITY OF VALLEJO**  
**JOURNAL ENTRY CONTROL FORM - FISCAL YEAR 2006/07**

#	Account Number	Description	Debit	Credit
1	161-0000-101.01-00	Cash Account		33.29
2	161-3302-431.01-02	Payroll - IBEW	21.96	
3	161-3302-431.05-01	Payroll Benefits	11.33	
4	001-2606-431.01-02	Payroll - IBEW		21.96
5	001-2606-431.05-01	Payroll Benefits		11.33
6	001-0000-101.01-00	Cash Account	33.29	
To adjust entries made by JV 77 to reflect the correct total transfers from fund 161.				
	<b>Total</b>		<b>66.58</b>	<b>66.58</b>
NOTES AND OTHER SUPPORTING INFORMATION				

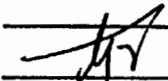
Journal entry no. 77 entered in April 30, 2007, group no. 4655 needs to be adjusted to capture the correct adjustment.

	Correct Amount	Entered in JV 77	Adjustment needed
Payroll IBEW - 161.3302.431.01.02	5,229.50	5,251.46	(21.96)
Payroll benefits - 161.3302.431.05.01	2,698.94	2,710.27	(11.33)
<b>Total</b>	<b>7,928.44</b>	<b>7,961.73</b>	<b>(33.29)</b>

Prepared by:

Approved By:

Posting Date:




Connie Valentine

Jon Oiler

Journal Entry No: *B2 Pnd 11*

Budget Analyst

Auditor-Controller

Group No. *5027*

PREPARED 06/12/2007, 15:31:21  
PROGRAM: GM13U

City of Vallejo, California  
ADJUSTING JOURNAL UPDATE LIST

PAGE 1  
REPORT NUMBER 666

GROUP NUMBER : 05027 CORRECT APRIL JV 77  
ACCOUNTING PERIOD : 11/2007  
GROUP USER ID : CVALENTINE  
GROUP CREATED BY : CVALENTINE  
GROUP UPDATED BY : CVALENTINE

TRANS NO	TRANS DATE	DOCUMENT	BANK	ACCOUNT NUMBER	DESCRIPTION 1	PROJECT	DEBIT AMOUNT	CREDIT AMOUNT
100	05/31/2007	32	-CCV	161-0000-101.01-00	ADJUST RE RIDGECREST 3RD			33.29
QUARTER REPORT								
200	05/31/2007	32	-CCV	161-3302-431.01-02	ADJUST RE RIDGECREST 3RD		21.96	
QUARTER REPORT								
300	05/31/2007	32	-CCV	161-3302-431.05-01	ADJUST RE RIDGECREST 3RD		11.33	
QUARTER REPORT								
400	05/31/2007	32	-CCV	001-2606-431.01-02	ADJUST RE RIDGECREST 3RD			21.96
QUARTER REPORT								
500	05/31/2007	32	-CCV	001-2606-431.05-01	ADJUST RE RIDGECREST 3RD			11.33
QUARTER REPORT								
600	05/31/2007	32	-CCV	001-0000-101.01-00	ADJUST RE RIDGECREST 3RD		33.29	
QUARTER REPORT								

GROUP TOTALS

COUNT: 6  
DEBITS: 66.58  
CREDITS: 66.58



200907 LMD Labor, Overhead and Use of Vehicle Charges Calculation  
 Non-LMD Areas  
 Use in Ridgecrest Settlement Agreement

Project	Labor	Overhead	Vehicle	Total	BURTON				PACHO				Total per Area	
					Hours	Labor	Overhead	Vehicle	Hours	Labor	Overhead	Vehicle		
Sections 1	18	150.28	82.72	6.00	249.00	4.00	150.28	82.72	6.00	8.00	264.24	136.37	13.50	249.00
In Ascot Medians	46	518.70	267.70	22.50	808.90	15.00	518.70	267.70	22.50	8.00	264.24	136.37	13.50	808.90
Tot Pathway	93	80.14	41.36	3.00	124.50	2.00	80.14	41.36	3.00	2.00	80.14	41.36	3.00	107.85
1 Summit	101	69.16	35.89	3.00	107.85	15.00	69.16	35.89	3.00	15.00	69.16	35.89	3.00	808.90
1 Orchard	121	518.70	267.70	22.50	808.90	2.00	518.70	267.70	22.50	2.00	518.70	267.70	22.50	107.85
munseel/Columbus Pkwy	124	88.16	35.89	3.00	107.85	4.00	88.16	35.89	3.00	4.00	88.16	35.89	3.00	107.85
Flagship	1213	138.32	71.39	6.00	215.71	25.00	138.32	71.39	6.00	25.00	138.32	71.39	6.00	215.71
Sections 2	1217	854.50	446.17	37.50	1,346.17	15.00	854.50	446.17	37.50	15.00	854.50	446.17	37.50	1,346.17
Farquig: unit 4 (6A)	1222	516.70	267.70	22.50	808.90	15.00	516.70	267.70	22.50	15.00	516.70	267.70	22.50	808.90
the Ranch	1232	-	-	-	-	-	-	-	-	-	-	-	-	-
1282	1282	-	-	-	-	-	-	-	-	-	-	-	-	-
Kansas Street	1282	-	-	-	-	-	-	-	-	-	-	-	-	-
Triple Nugget Grocery	1282	-	-	-	-	-	-	-	-	-	-	-	-	-
Farquig Unit 4 (6B)	1282	984.71	508.21	42.00	1,534.92	25.00	984.50	446.17	37.50	25.00	984.50	446.17	37.50	1,534.92
Neighborhood 68 North	1288	311.22	180.62	13.50	485.34	8.00	311.22	180.62	13.50	8.00	311.22	180.62	13.50	485.34
Neighborhood 68 South	1276	69.16	35.89	3.00	107.85	2.00	69.16	35.89	3.00	2.00	69.16	35.89	3.00	107.85
Club Drive	1286	322.20	166.29	13.50	501.89	7.00	322.08	164.83	10.50	7.00	322.08	164.83	10.50	501.89
son Avenue Project	9836	362.27	186.87	15.00	564.24	132.00	4,586.52	2,367.10	198.00	132.00	4,586.52	2,367.10	198.00	564.24
<b>TOTAL</b>		<b>4,987.22</b>	<b>2,573.90</b>	<b>213.00</b>	<b>7,774.12</b>	<b>132.00</b>	<b>4,586.52</b>	<b>2,367.10</b>	<b>198.00</b>	<b>132.00</b>	<b>4,586.52</b>	<b>2,367.10</b>	<b>198.00</b>	<b>564.24</b>
<b>PERASSO</b>		<b>400.70</b>	<b>206.80</b>	<b>15.00</b>	<b>622.50</b>									
<b>3URTON</b>		<b>4,586.52</b>	<b>2,367.10</b>	<b>198.00</b>	<b>7,151.62</b>									
<b>McCARTY</b>		<b>264.24</b>	<b>136.37</b>	<b>13.50</b>	<b>414.11</b>									
<b>PERCHIO</b>		<b>5,251.46</b>	<b>2,710.27</b>	<b>226.50</b>	<b>8,188.23</b>									

Attachment E

FY 2006/07 LMO Labor, Overhead and Use of Vehicle Charges Calculation  
 For Non-LMO Areas  
 For use in Redistrict Settlement Agreement

Project	Labor	Overhead	Vehicle	Total	Package			Burton			McCarty			Package			Total per Area	
					Hours	Labor	Overhead	Vehicle	Hours	Labor	Overhead	Vehicle	Hours	Labor	Overhead	Vehicle		
Reflections 1	18	138.32	71.39	8.00	215.71													215.71
North Arcot Meadows	48	518.70	267.70	22.50	808.90													808.90
Curdia Parkway	93	344.38	177.73	16.50	538.61													538.61
The Summit	101	68.16	35.69	3.00	107.85													107.85
The Orchard	121	518.70	267.70	22.50	808.90													808.90
Sommers/Columbus Pkwy	124	69.16	35.69	3.00	107.85													107.85
W.L. Flegship	1213	-	-	-	-													-
Reflections 2	1217	138.32	71.39	6.00	215.71													215.71
W.L. Farragut unit 4 (6B)	1222	884.50	446.17	37.50	1,348.17													1,348.17
W.L. Farragut unit 4 (6A)	1232	518.70	267.70	22.50	808.90													808.90
Sarthe Ranch	1245	-	-	-	-													-
W.L. Kansas Street	1252	-	-	-	-													-
Northgate Hugel Grocery	1256	-	-	-	-													-
W.L. Farragut Unit 4 (6B)	1262	984.71	508.21	42.00	1,534.92													1,534.92
W.L. Neighborhood 6B North	1268	311.22	160.62	13.50	485.34													485.34
W.L. Neighborhood 6B South	1276	69.16	35.69	3.00	107.85													107.85
W.L. Club Drive	1286	322.20	166.29	13.50	501.99													501.99
Wilson Avenue Project	8936	392.27	186.97	15.00	584.24													584.24
<b>SUMMARY:</b>		<b>5,239.50</b>	<b>2,698.84</b>	<b>226.50</b>	<b>8,164.94</b>													<b>8,164.94</b>
Perrazo		400.70	206.80	15.00	622.50													622.50
Burton		4,594.56	2,355.77	198.00	7,148.33													7,148.33
McCarty		264.24	136.37	13.50	414.11													414.11
Pacheco		5,239.50	2,698.84	226.50	8,164.94													8,164.94

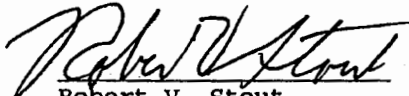
DECLARATION OF ROBERT V. STOUT

1  
2 1. I, Robert V. Stout, declare that I am the Finance Director for the City  
3 of Vallejo, and have been so at all relevant times for the purposes of this  
4 Declaration.

5 2. In my capacity as Finance Director, I am responsible, among other  
6 things, for overseeing that the City's Landscape Maintenance Administration  
7 Fund is reimbursed on an ongoing basis, presently quarterly, from the General  
8 Fund for expenses the LMD Fund "advanced" the General Fund in the form of LMD  
9 inspector work that did not benefit the LMD program.

10 3. On June 12, 2007, my Department caused a transfer from the General Fund  
11 of \$8,154.94 to the LMD Fund. The purpose of this was to make the  
12 reimbursement described above. Further evidence of this transfer is contained  
13 in the documentation that will be placed before the City Council on June 12,  
14 2007, referring to the transfer, and giving background as to how it was  
15 calculated. I am informed and believe that this amount reflects the time,  
16 overhead and related expenses of the City's LMD inspectors during the  
17 previous quarter working on all projects other than those that contribute to  
18 the LMD Administrative Account.

19 Under penalty of perjury, I declare that the foregoing is true and  
20 Correct and that this Declaration was executed on June 14, 2007, in  
21 Vallejo, California.

  
Robert V. Stout  
Finance Director  
City of Vallejo