

## CITY OF VALLEJO PLANNING COMMISSION

Charles Legalos, Chairperson  
Kent Peterman, Vice Chair  
Robert McConnell  
Norm Turley  
Gail Manning  
Bruce P. Gourley  
Suzanne Harrington Cole

**MONDAY**  
**2 June 2008**

**7:00 P.M.**

City Hall  
555 Santa Clara Street  
Vallejo, California 94590

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Materials related to an item on this agenda submitted to the Planning Commission after distribution of the agenda packet are available for public inspection on the table in front of Council Chambers during normal business hours. Such documents are also available on the City of Vallejo website at <http://www.ci.vallejo.ca.us> subject to staff's ability to post the documents before the meeting.

Those wishing to address the Commission on a scheduled agenda item should fill out a speaker card and give it to the Secretary. Speaker time limits for scheduled agenda items are five minutes for designated spokespersons for a group and three minutes for individuals.

Those wishing to address the Commission on any matter not listed on the agenda but within the jurisdiction of the Planning Commission may approach the podium during the "Community Forum" portion of the agenda. The total time allowed for Community Forum is fifteen minutes with each speaker limited to three minutes.

Government Code Section 84308 (d) sets forth disclosure requirements which apply to persons who actively support or oppose projects in which they have a "financial interest", as that term is defined by the Political Reform Act of 1974. If you fall within that category, and if you (or your agent) have made a contribution of \$250 or more to any commissioner within the last twelve months to be used in a federal, state or local election, you must disclose the fact of that contribution in a statement to the Commission.

The applicant or any party adversely affected by the decision of the Planning Commission may, within ten days after the rendition of the decision of the Planning Commission, appeal in writing to the City Council by filing a written appeal with the City Clerk. Such written appeal shall state the reason or reasons for the appeal and why the applicant believes he or she is adversely affected by the decision of the Planning Commission. Such appeal shall not be timely filed unless it is actually received by the City Clerk or designee no later than the close of business on the tenth calendar day after the rendition of the decision of the Planning Commission. If such date falls on a weekend or City holiday, then the deadline shall be extended until the next regular business day.

Notice of the appeal, including the date and time of the City Council's consideration of the appeal, shall be sent by the City Clerk to all property owners within two hundred or five hundred feet of the project boundary, whichever was the original notification boundary.

The Council may affirm, reverse or modify any decision of the Planning Commission which is appealed. The Council may summarily reject any appeal upon determination that the appellant is not adversely affected by a decision under appeal.

If any party challenges the Planning Commission's actions on any of the following items, they may be limited to raising only those issues they or someone else raised at the public hearing described in this agenda or in written correspondence delivered to the Secretary of the Planning Commission.

**If you have any questions regarding any of the following agenda items, please call the assigned or project planner at (707) 648-4326.**

- A. ORDER OF BUSINESS CALL TO ORDER
- B. PLEDGE OF ALLEGIANCE
- C. ROLL CALL
- D. APPROVAL OF THE MINUTES: May 5, 2008.
- E. WRITTEN COMMUNICATIONS: None.
- F. REPORT OF THE SECRETARY

Upcoming Items to the City Council June 3, 2008:

- 1. Mare Island SPA III
- 2. Screening and Landscaping Ordinance

- G. CITY ATTORNEY REPORT
- H. REPORT OF THE PRESIDING OFFICER AND MEMBERS OF THE PLANNING COMMISSION AND LIAISON REPORTS
  - 1. Report of the Presiding Officer and members of the Planning Commission
  - 2. Council Liaison to Planning Commission
  - 3. Planning Commission Liaison to City Council

I. COMMUNITY FORUM

*Members of the public wishing to address the Commission on items not on the agenda are requested to submit a completed speaker card to the Secretary. The Commission may take information but may not take action on any item not on the agenda.*

J. CONSENT CALENDAR AND APPROVAL OF THE AGENDA

*Consent Calendar items appear below in section K, with the Secretary's or City Attorney's designation as such. Members of the public wishing to address the Commission on Consent Calendar items are asked to address the Secretary and submit a completed speaker card prior to the approval of the agenda. Such requests shall be granted, and items will be addressed in the order in which they appear in the agenda. After making any changes to the agenda, the agenda shall be approved.*

*All matters are approved under one motion unless requested to be removed for discussion by a commissioner or any member of the public.*

K. PUBLIC HEARINGS

- 1. Planned Development 08-0002 is an application to develop a cancer treatment center and research center in North Mare Island. Proposed CEQA Action: Adoption of a Mitigated Negative Declaration for the project pursuant to Resolution 96-447 N.C. adopted by the City Council. Staff Planner: Wayne Rasmussen, Consulting Planner. [wrasmussen@rasplan.com](mailto:wrasmussen@rasplan.com)

Staff recommends **approval** based on the findings and conditions.

L. OTHER ITEMS

None.

M. ADJOURNMENT

MINUTES

- A. The meeting was called to order at 7:00 p.m.
- B. The pledge of allegiance to the flag was recited.
- C. ROLL CALL:

Present: Harrington-Cole, Gourley, Manning, Legalos, Peterman, McConnell, Turley.

Absent: None.

- D. APPROVAL OF THE MINUTES.

Commissioner Gourley pointed out a correction in the Minutes of April 21, 2008. On page 13 where it states "Commissioner Gourley offered a resolution to oppose the Specific Plan 98.01D," it should have been "Commissioner Gourley offered a resolution to approve Specific Plan 98.01D." This was so noted, and Commissioner McConnell made a motion to approve the minutes of April 21, 2008, corrected, as stated.

Please vote.

AYES: Harrington-Cole, Gourley, Manning, Legalos, McConnell, Turley.

NOS: None.

ABSENT: None.

It is unanimous, with Commissioner Peterman abstaining. Motion carries.

- E. WRITTEN COMMUNICATIONS

None.

- F. REPORT OF THE SECRETARY

Don Hazen: Nothing to add other than on May 19, your next upcoming Planning Commission meeting, we had originally scheduled the Touro Cancer Research Facility application before you. It looks like that item will need to be postponed and so there is the strong likelihood that we won't have a meeting on the 19<sup>th</sup>, with no other items being scheduled, but we still have a few more days before the noticing deadline. I just wanted to give you a heads up.

- G. CITY ATTORNEY REPORT

Claudia Quintana: None.

- H. REPORT OF THE PRESIDING OFFICER AND MEMBERS OF THE PLANNING COMMISSION AND LIAISON REPORTS

1. Report of the Presiding Officer and members of the Planning Commission – None.
2. Council Liaison to Planning Commission. None.
3. Planning Commission Liaison to City Council. None.

Vallejo Planning Commission Minutes  
May 5, 2008

Chairperson Legalos: If any members of the Commission need to use the facilities, please use them out in the lobby area because the City Council is meeting in the conference room behind us.

- I. *Members of the public wishing to address the Commission on items not on the agenda are requested to submit a completed speaker card to the Secretary. The Commission may take information but may not take action on any item not on the agenda*

Chairperson Legalos: I see we have no cards. Is that correct, Ms. Marshall? May we have a motion for approval of the Consent Calendar and the Agenda, please?

J. CONSENT CALENDAR AND APPROVAL OF THE AGENDA

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*All matters are approved under one motion unless requested to be removed for discussion by a commissioner or any member of the public.*

Commissioner Peterman: I move that we approve the Consent Calendar and the Agenda.

Chairperson Legalos: Please vote.

AYES: Harrington-Cole, Gourley, Manning, McConnell, Legalos, Peterman, Turley.

NOS: None.

ABSENT: None.

It is unanimous. Motion carries.

K. PUBLIC HEARINGS

1. Specific Plan 98-01D Lennar Mare Island, to replace a Class I multi-use path with a Class III bike route along Walnut Avenue. Proposed CEQA Action: An addendum to the 2005 SEIR has been prepared. Staff Planner: Michelle Hightower, 648-4506. *This was continued from a meeting of April 21, 2008.*

Staff recommends **approval** based on the findings and conditions.

Michelle Hightower: Thank you. Good evening Commissioners. As Deborah stated, this item came before you in your meeting of April 21, 2008. It is for an Amendment to the Mare Island Specific Plan. It is Amendment No.3, and the proposal is to replace a Class I Bikeway (Multi-Use Path) with a Class III Bikeway along Walnut Avenue and also to construct 6-foot wide sidewalks, generally along both sides of the roadway. Also, as part of this Specific Plan Amendment, we included a text change that would provide discretion to the Planning Manager to determine the appropriate bike facilities for an area in the future. The Mare Island Specific Plan, the existing plan shown in the top diagram, highlights that there are several types of facilities planned for Mare Island. Just as a reminder, a Class I bicycle facility is an off-street facility that allows bicycles and pedestrians to use it on two-way traffic and then separated for motor vehicles. A Class II Bikeway is an on-street bike lane. It is generally 5-feet with a stripe on each side of the roadway. It is a shared facility with bicycles and motor vehicles. And, also, a Class III is an on-street shared roadway facility. It is signed so the Class III is what is being proposed here in the bottom diagram along Walnut

Avenue. The Class I would be replaced with a Class III shown here in orange. There are other Class I facilities proposed as part of the Mare Island Specific Plan. One is the east island path along the Waterfront Promenade, and the other is the west island path shown here on the bottom, that shows that it continues and connects to a Class I path going out to the Regional Park. Also, a Class II on-street bike lane is planned. Portions of this particular bike lane have been completed. It is along Flagship, and another bike route, a Class III, is planned for Azuar Drive.

The area of discussion during the April 21 meeting was primarily around bicycling safety. The Class III facility, as stated, is an on-street, share the road, type of facility with motor vehicles, and the concern was that bicycles would not be safe sharing the road on this narrow roadway. Also, with respect to signage, there was a request for City staff to go back and take a look at how we could improve bicycle safety. Just as a reminder, I indicated that there are two other Class I facilities planned for Mare Island. This shows the Waterfront Promenade, the east island path, and it shows the views and the existing study for the Class I. It is continuous. There are no street interruptions, and there would be a multi-use path, but it would be separated from the street. Also, within two blocks of Walnut Avenue is Azuar Drive. This is also proposed as a Class I route. It is also continuous with these two (pointing to map) and there will be no cross traffic. The smaller picture shows a Class I facility as part of the Azuar Drive extension which is currently being constructed. So, as you can see, the proposed Class I routes are quite different from Walnut Avenue which is proposed to be a Town Center with commercial use and light industrial use proposed on both sides of the roadway.

To address some of the concerns that came out of the meeting, we have proposed safety enhancements. That includes increased signage. Speed limit signs would be posted on every block. The current speed limit is 25 miles per hour. These would be posted on the street lights. Bike route signs would be posted at every three blocks and share-the-road pavement markings would be posted or marked near the bicycle route signs. Lastly, it was suggested quite recently that we should prohibit trucks from using Walnut Avenue, so we would post "no through truck traffic" within the area. They would be posted near G Street and 10<sup>th</sup> Streets, at the beginning and the end of the streets. . . the north and south ends.

In conclusion, this proposal enhances pedestrian safety for bikes and motor vehicles to share the road. It also allows consistent 6-foot wide sidewalks within the Town Center. As I indicated, the Town Center was envisioned to be a pedestrian-friendly environment with development on both sides of the road, light, industrial, commercial uses. It allows for a consistent development pattern on both sides of the roadway within the Town Center and it also maintains the existing street width which preserves the historic character of Walnut Avenue which is intended to be a quaint, two-lane roadway with historic character. So, the recommendation to you this evening is to approve the resolution that is provided in your packet, that is, to adopt the Addendum that is the SEQA finding for the project and also to approve SPA III with the noted changes that I have provided for you this evening. David Kleinschmidt is here to answer any questions that you might have. He is with our Public Works Department. Also, Lennar Mare Island would like to give a brief presentation as well.

Chairperson Legalos: If there are no questions or comments from the Commission, I will open the public hearing and ask if the applicant wishes to make the presentation.

Tom Sheaff: Good evening. I am with Lennar Mare Island. Thank you for allowing us to make possibly a little bit more informational presentation tonight. First of all, Michelle Hightower did do a great job of hitting the high points and summarizing the presentation. However, I would like just to hit a couple of things here and we can go to the next slide. Rather than go through the text item by item, why don't we just start from the next slide . . . one more. Thank you.

We are talking about this area right in here, and I think, for most of the people on the Planning Commission and certainly the members of the public, this is one of the areas in which we first started to plan, down in this area . . . the historic core. And, the reason for that is that it is by far the most complex. It is the most complex from a building rehabilitation standpoint, from an infrastructure standpoint, from a landscaping, but probably, more importantly, it was most important from a public standpoint. The historic character of the island, its former uses, all of the members of this community that used to work on Mare Island paid a lot of attention to this area. And, as we started planning this area, one thing became clear, and that was that from a planning and historic preservation and from a public works standpoint, to marry all of those became very difficult because everyone had to compromise. One of the things that we did is that we realized very early that from a transportation standpoint, Walnut Avenue was not the most perfect situation, mostly because of the historic constraints associated with Walnut Avenue. Our need to keep what the planning vision was, was a smaller street, quaint, pedestrian-friendly . . . all of those issues that Michelle addressed earlier. The other thing that we had to do up in this area (this is the main job-producing area) and with the Tentative Map 2A which this body approved last August; it really set in motion the opportunity to bring businesses in, sell land, and also renovate buildings and ultimately get the private investment that this community is demanding. So, that area did not lend itself particularly well to a large multi-use path, and once you got down about 40 to 50 percent of the way through Walnut Avenue, those opportunities almost cease. In fact, even as was originally proposed, that multi-use path was not going to be a continuous path because of the sidewalks and landscape and historic buildings down in the historic core. So, we believe that this is a good balance of preservation, safety, and recreation. We believe that this is something that should go forward that will still allow the public a lot of access into that area. They will still have the ability to drive on streets that are not the main thoroughfares, which would be Azuar Drive up here and also Railroad Avenue down here. Walnut Avenue was always anticipated to be much more lightly traveled, and I think that the safety precautions that the Public Works Department has suggested will certainly go a long way towards ensuring the public safety along that area. You should also know that in Alden Park, in Chapel Park, we have begun improvements in these areas right now and, in fact, dealt with a situation right here at that corner. I think for most of you who have been out there, it is a very sharp turn, and one of the things that we recently did was build a wall on the east side of Walnut Avenue in order to push the public crossing of the crosswalk a little bit further to the south so that you only have to deal with one-way traffic coming down from the Chapel and you are not blocked by the stairs that are right in front of the most southerly mansion down there. There are a lot of little things that we can do to make sure that the public safety is addressed. Again, I think that Public Works has done some things that everybody can live with in order to make that happen. With that, I will turn it back over to the Commission. I am available to answer any questions.

Commissioner McConnell: Thank you Mr. Sheaff. You and I had detailed telephone conversations on this matter since the last meeting, and one of the

things we discussed was the potentiality of the turning Walnut Avenue into one-way traffic. I understand that that would require a complete re-engineering of the entire traffic pattern out there as well as cross streets, so I have decided not to endorse that idea. But, there is a comment that we are going to have no through truck traffic, and my understanding of through truck traffic is that it permits some trucks on the premises but restricts them as to distance. So, I would like to ask the engineers if there is a difference between no through traffic and no truck traffic at all.

David Kleinschmidt: Our intent is to limit the through truck traffic. We do need to provide the ability for trucks to make local deliveries, and if the businesses are located facing Walnut Avenue, we have to provide a mechanism for those trucks to be able to deliver to the businesses. The signing that we are proposing will restrict that to a certain weight limit and for local deliveries only.

Commissioner McConnell: And, can we restrict that, maybe, to weekdays, Monday through Friday so we don't have trucks out there on the weekend, competing with recreational bike riders?

David Kleinschmidt: We would look into that. One of the things we are attempting to continue to point out is the proximity of much more desirable bike routes in very close proximity to Walnut Avenue that, if you intended to ride a bike, you would surely choose Azuar or the Waterfront and not be riding a bike down Walnut Avenue. With that said, we will continue to look into what the possibilities are of restricting it on the weekends, but enforcement becomes a big issue there, and the need to have a number of signs to try to explain to the truck drivers when you can and when you can't drive on Walnut Avenue. One of the things we don't want to do is get into a situation where we are over-signing Walnut Avenue with too much information.

Commissioner McConnell: That leads me into second point. Mr. Sheaff and I discussed the possibility of an informative directional sign right after one comes off the bridge . . . something architecturally consistent with the area where that would designate the Class I and Class III bicycle routes so that a recreational rider who doesn't ride 60 to 100 miles a week would know which route is what, and I believe he has agreed with that, so I will put that into a request as a condition as well. We are talking about no truck traffic signs only at the start and the end of Walnut Avenue. What if we have a truck driver coming down Railroad and then turning up one of the cross streets to get to Walnut? It seems to me he will be coming in the middle of the Walnut traffic pattern and have no knowledge or no possibility for knowledge of restricted truck traffic on that route. Can we increase the signage without over-signing the area?

David Kleinschmidt: I know there is a possibility of that situation happening and, what we are attempting to do is, limit the truck traffic that would intentionally come down there from each end. I am not sure if you were to be a truck driver that if you drove down Walnut Avenue, turned down a cross street, and then all of the sudden realized that you shouldn't be driving on Walnut Avenue . . . you don't have many choices. The option would be to continue on to Azuar and then go around the circle again. My guess if we were to try to sign it like that is that it would be ineffective at best. I am concerned about over-signing because we defeat the purpose of the historic character, and, the signs are most likely going to be mounted onto our street lights. With the speed limit signs, the bike route signs, and any other regulatory signs within that corridor and the fact that you want to make these truck traffic signs larger than, for example, a No Parking Sign. These are larger signs to alert the truck drivers. Having that many large



signs would not be something I would want to support. If I could add one more sign in the middle it seems feasible, but trying to put them on every block would be an overkill, I think.

Commissioner McConnell: Okay. And, would there be any signs on the pavement surface itself indicating bike riders, or are we just going to have a straight roadway out there?

David Kleinschmidt: You were asking about pavement markings for the bike riders?

Commissioner McConnell: Yes.

David Kleinschmidt: There are two types of markings that we are proposing. One is a sign on the signpost that says "Bike Route" and "Share the Road." The other one is a pavement marking on the pavement that is actually stenciled on that says "Share the Road."

Don Hazen: Commissioner McConnell, I would like to kind of supplement what Mr. Kleinschmidt is saying is that at some point I think that the Commission needs to be comfortable with the actual roadway design and trucks sharing the road with the bicyclists in spite of staff's best attempts to provide additional visibility by signage and stenciling and those sort of things. I would like to ask Mr. Kleinschmidt if he might be able to address the design on kind of a city-wide scale because this is not a unique design as I understand it to have bike routes and truck traffic and if he might be able to talk to the lane widths and the combination of speed limit and whether this is a unique situation in Mare Island or whether it is typical in city-wide roadway design so that we don't put too much emphasis on signage because we are not doing that elsewhere in the City, and I would be curious as to how this situation compares with the rest of the City.

Commissioner McConnell: That is always interesting but that is a very tall order though.

David Kleinschmidt: One of the things we addressed at the last Council meeting, and I will update everyone today in that the shared facilities are, by default, any public roadway. Bicycles are allowed on all city streets in the same capacity that we are proposing them to be on Walnut Avenue. One of the things that we are adding to Walnut Avenue is the bike route signs to allow bike riders to know that there is a connection from one end to the other, or they can get to another destination by going down this route. It is designated. In all city streets, there are many times where bike riders, and trucks, and cars are sharing the facilities, and bike riders who use those roadways are more aware of the vehicles associated with them and they are not in a protected environment or a bike lane or a Class I Bike Path. So, what we are doing is that we are not trying to restrict the bike traffic, but we are attempting to alert the public that there is the potential for more bikes to being within this particular corridor. I am recalling other truck routes within the City of Vallejo and streets where we restrict truck traffic. Springs Road is one where we have restrictions on truck traffic. We notify that truck restriction at each end and not necessarily post signs along that entire corridor. That would be a situation similar to Mare Island where we would have cross streets that a truck could potentially arrive on Springs and then not know they weren't supposed to be there. Truck drivers know truck routes. That is part of their business to know where the City permits trucks to traverse through, and the Police Department works with the community in enforcing that. Other than that, to try to add additional signing for this one, particular roadway, I think, would

possibly set a precedent and not really achieve what we are trying to get to in the end.

Commissioner McConnell: Thank you very much.

Chairperson Legalos: We have one speaker on this issue, Mr. Chris Naughton.

Chris Naughton: Good evening Commissioners. My name is Chris Naughton, and I am the Chair of the Architectural Heritage and Landmarks Commission and a member of the American Institute of Architects.

Chairperson Legalos: Mr. Naughton, are you representing your Commission, or, are you representing yourself?

Chris Naughton: I am representing myself but I would like to speak about the Commission's actions related to this item. I am representing myself.

Chairperson Legalos: Ms. Quintana, are we dealing with a three-minute limit here or a five-minute limit?

Chris Naughton: I would take less than three minutes.

Claudia Quintana: I think it is the Chair's prerogative as to what limit you would like to impose on the speaker.

Chairperson Legalos: Well, we could split the difference and I would give you four minutes. Go ahead.

Chris Naughton: I wanted to share with you a little bit about the process that came before us related to the Amendment to the Specific Plan. This item came before us on March 27 with basically the same presentation and the same set of issues that were presented to us. I wanted to share with you that the proposed bike path, or the change of bike path, falls within the Historic District and also bounds up against and shares the National Historic Landmark District which is basically the roadhouses or the mansion houses that are on Walnut Avenue. Those two districts, specifically the NHL, is of higher criteria in terms of preservation, feelings, association, and context related to those particular properties. It is not only the properties itself but the area surrounding it and the general context that we consider when talking about a Multi-Use Path which was part of the Department of Public Works original plan in the Specific Plan. The central issue for us that was asked was: "What effect would a Multi-Use Path have on Walnut Avenue specifically on the west side and specifically within the National Historic Landmark District. The answer to the issue that was deliberated was that it was going to be a very significant effect on the NHL within the district itself. One of the things that the AHLC considers is not only the overall context but the effect on those properties, and it was the unanimous opinion of the AHLC that a 12-foot wide, Multi-Use Path would have a detrimental effect on the NHL. When you look at the overall context of the island, it is related to sidewalks and paths. It is utilitarian in nature. They tend to be all concrete. Specifically in front of the mansion homes there is hexagonal concrete pavers, and it was the opinion of the HLC that that should be maintained. There were a couple of other things to consider. One of them was the continuity itself of the path systems. A 12-foot wide Multi-Use Path would be, as was indicated by Tom, discontinuous, and I think one of the considerations that the AHLC made and which I would ask you to make, is also the continuity of the whole. What are the paths? How are they connected to the overall island, and would a 12-foot

wide Multi-Use Path be in the overall keeping and nature and context of the island? It was the unanimous opinion of the AHLC that it would not and I would respectfully ask that you consider this Amendment for the 6-foot wide paths on both sides of Walnut Avenue to be the appropriate measure. We think that this balanced preservation and future use on the island would be for both cars and pedestrians as well as bike riders. Thank you.

Chairperson Legalos: There being no further speakers, I will close the public hearing and bring the matter back into the hands of the Commission.

Commissioner McConnell: I will move the adoption of the Amendment to the Specific Plan with the additional conditions that there be further study by the City Traffic Engineers concerning the through traffic signage and also the additional requirement that there be an informative sign at the start of Walnut Avenue at G Street, informing bicyclists of the different types of routes and their locations.

Chairperson Legalos: Before we continue, I have a question in relation to signage. How would that be indicated to people that there were differences? Would it just be a matter of a sign stating there are Class I, II, and III Bike Routes, because I doubt that most people would know what the difference was?

Commissioner McConnell: I think the actual context of that informational sign will have to be worked out. I think that we definitely support that and want to have a sign that is clear that would tell the story of what we are trying to get people to do and inform the public of their options. It will take a little bit of working with Lennar to make sure that we meet their sign standards and the Specific Plan sign standards and get the right language on it before we can really come to you with a sign that is going to work, but I think that working with the Planning Department and Lennar, we will come up with a sign that works.

Chairperson Legalos: I think it needs to be very clear that the options include sharing the road with vehicles with no lane markings on one extreme, and the other extreme being off the public way altogether and not sharing with vehicles. Thank you. We had a motion. Please vote.

AYES: Manning, Harrington-Cole, Gourley, Legalos, McConnell, Peterman, Turley.

NOS: None.

ABSENT: None.

It is unanimous. Motion carries.

#### L. OTHER ITEMS

1. Development Agreement 08-0001, Lennar Mare Island Development Agreement Annual Review. Staff Planner: Michelle Hightower, 648-4506.

Michelle Hightower: Good evening again, Commissioners. Lennar Mare Island, as the master developer of Mare Island, entered into a Development Agreement with the City in the year 2001, and a requirement of that Development Agreement is for them to submit to the City on an annual basis, a review of their compliance with the Development Agreement. The Development Agreement itself states that the Development Services Director shall determine if Lennar is in compliance with the Development Agreement. If that determination is made, notification is provided to you, the Planning Commission. Tonight, we are informing you that we have received the 2008 Development Agreement Annual Review. The

Development Services Director has determined that Lennar is in compliance, and we are presenting that information to you for informational purposes only. As a reminder, this is not a public hearing. This information is presented to you for questions and answers, and there is no Planning Commission action. So, now I would like to turn it over to Tom Sheaff to present their Development Agreement Annual Review for the year 2008.

Tom Sheaff: Thank you again Michelle. Good evening again, Commissioners. We are going to do something a little bit different this evening. In the past we have walked you through the letter that we have sent but what I wanted to do was take a few minutes and go over a presentation that is not exactly the same but very similar to a presentation that we gave to the Vallejo City Council on March 18, because I think it is reflective of where we have been recently and where we expect to go within the next 12 to 24 months.

First of all, just as an outline, we are going to go over just a short summary of our operations then review the goals and history, do the progress update as I just mentioned, the 2008 projects . . . some of the challenges as we as a developer and the City in this public/private partnership share, and some of the things that we can do to coordinate and refocus, going forward. First of all:

The Military Base Reuse: One of the things that we always make sure we remind people of is the long-term focus and the long-term coordination between public and private entities. The fact of the matter is, that even today, 10 years after the City Council originally selected LMI to be the master developer on Mare Island, we still need a lot of assistance from the City and we also believe that reciprocally the City still needs developers to do their job out on Mare Island. What we do is that we provide the expertise. We provide capital, and we also assume a lot of market and financial risks, and we will talk about that in a moment. The City provides planning and land use policy, a proactive economic development program, expedited entitlements and coordination with regulators. I am sure that most of you are aware that there is a whole host of regulators both on the environmental side, on the land planning side given wetlands and open space and endangered species, etc.

This is a summary of our team on the site (pointing to information on LMI Company Overview). I won't go through every person but there is certainly construction, environmental entitlement, property management, financial. We also lean to a great degree on the resources within our partnership to make sure that we are doing everything that we can do to expedite the development. We also have a full team of consultants. Most of you recognize a lot of these names from the past.

Community Original Reuse Goals: The original Reuse Goals, again, probably the first three are the ones that get most of the attention, jobs – certainly. The community in its self-sustaining mixed use community. One of the things that is a lot of times, lost, is that Mare Island is currently financially self-sustaining and the City is going through some very difficult financial challenges right now. There is a mechanism set up on Mare Island whereby there is a special tax and whatever is not covered by that special tax, is covered by the developer, LMI . . . so that Mare Island stays cost neutral to the City of Vallejo and does not impact the General Fund. We have been able to do that for the last 10 years, and we expect to do it on an on-going basis. The history on preserving and enhancing Mare Island obviously, as I mentioned earlier, and the Multi-Use Path, is a big part of that. That is very critical to this community and frankly it makes Mare Island what it is. It makes it different from other areas of the Bay Area. It

certainly makes it unique in Solano County and it should be preserved and it should be enhanced and it should be made into an asset rather than a liability, and sometimes you look out there and it is a little bit of a financial liability.

The Pre-Ownership Milestones: . . . I am going to go through some of these slides fairly quickly but just to give you an idea of some of the agreements that took place earlier on through 2002. . . April 2002 being the date that the first 650 acres was transferred to LMI.

The Acquisition and Development Agreement: Very quickly . . . not doing it justice, but it dealt with primarily two things . . . the transfer of property and the obligations of LMI going forward. Essentially it required LMI to replace or rehabilitate all of the infrastructure on 750 acres of Mare Island. It required us to address all of the historic resources and renovate numerous buildings. We had to go through the entitlements of mapping process. Just to give you an idea, Mare Island never existed on the tax rolls so it was literally starting from scratch. And we also had to deal with the financial self-sustainability. Again, one of the primary requirements of the City of Vallejo in all of these agreements was that it be kept cost neutral going forward which is critical if you look at other bases around the country that didn't properly address that. It is one of the things that has caused development to stop on a lot of these closed military bases. The City did a great job of getting some cooperative services funds at the very outset while everybody was getting their feet wet on this and then ultimately the City negotiated a way for the General Fund to not be impacted. We cannot go through all of that without talking a little about the early transfer and the cleanup agreements. I only mention it because it was a way to expedite environmental cleanup at Mare Island which is still an extremely challenging situation. The good news is that it allowed all of the parties to get control of the cleanup, a little bit more than we had had before because it was still in the Navy's hand, but it also fundamentally changed a lot of the Development and Acquisition agreements, schedules, obligations to the parties, etc.

Very quickly, this is an ownership map. You can read it in a little bit more detail in your packets. The middle part, which is the LMI piece, represents approximately 650 acres and there is another 100 acres or so to be transferred later on.

Post-Ownership Milestones: . . . we talked a lot about the number of businesses out there, the number of sales that have taken place, and the number of square footage leases, and this is a summary of some of that information. One of our primary jobs is to create a situation where we make Mare Island more valuable or more attractive to outside businesses and private investment. Ultimately, that is where the City of Vallejo is going to make a lot of financial gains . . . having private companies from the outside come and invest in Mare Island. And, if you will look at the second bullet item down, you see \$50 million in renovations and that is from renovating buildings on Mare Island and that is a very significant number. There is Jefco, XKT, Touro University which are three examples of major players that have put a lot of money into those numbers.

The last item . . . one of the things that I always try to remind people about a little bit is that we are the land developer. We are not the vertical developer. We don't build homes. We sell those pieces of land to third party builders, but the good news is that they do invest, they do build, and they create property taxes and utility taxes and things like that, and that is the approximate value of the vertical construction of the residential on Mare Island today.

Direct Revenues to the City of Vallejo: We do get a lot of questions on this topic about how the City is directly benefiting. This is a summary of a lot of those payments that LMI makes directly to the City of Vallejo. This does not include permits and fees that the businesses on Mare Island pay, nor is it representative of the taxes that they pay in the City to buy gas, buy food, and things like that.

Summary of the Businesses: Again, I will not go through each and every one. I think the most important number is in the lower right hand corner in terms of the jobs created in 2007 through early 2008.

Renewed Leases and Expansions on Mare Island: This is a really critical, important part of what we do. We get a lot of businesses that are start-up businesses. We get a lot of small businesses that come onto the island and 60 to 70 percent of those businesses will renew. Most of that 60 or 70 percent will actually expand their businesses on numerous occasions, and a huge chunk of the square footage, a huge chunk of the job creation on Mare Island today is made up of business expansion from a lot of the early businesses that were here in 1997, 1998, and 1999.

Job Graphs: We keep track of job growth, job creation on a semi-annual basis and this graph is reflective of that all the way back to June of 1997.

Environmental Cleanup: Again, a lot of detail here but when you start looking at the sheer number of sites and if you will remove the 120 thousand tons of contaminated materials, we are currently dealing with 570 PCB sites, 112 underground storage tanks, and 9.3 miles of fuel oil pipeline, and that is really just a portion of the cleanup that goes on on a regular basis. The green on this site plan indicates those areas for which there is a No Further Action letter on. That is the letter issued by DTSC that says that "no more clean up is required." There are different standards for residential than there are for commercial, and the green means we have got the NFA. Yellow comprises the next areas, and the red are the areas that will come at the end of the process.

This is a map that you have seen before. This is the Infrastructure Phasing Plan. The legend in the upper right hand corner is small but it has dates for which we expect completion, and completion means that there is a final overlay of asphalt on a street. Typically that street is going to include all wet and dry utilities, either replaced or rehabilitated underneath that street. That would include all storm drains, sewer, water, gas, electricity, cable television, all telecommunications, curb, gutter, sidewalk, and landscaping. We can talk a little bit more about this if you wish. This is one of the challenges and one of the things that we are working very closely with the City on right now because the Environmental Cleanup Program is delaying the installation of infrastructure which in turn will delay land sales and building renovations. So, this is a really important map and our dealings with DTSC, the Department of Toxic Substances Control. That is an arm of the State of California, Environmental Protection Agency, that has oversight over cleanup on Mare Island.

Vallejo: This has been a topic of a lot of discussion lately. It has been the topic of a couple of newspaper articles over the weekend and we can talk about this, if you have got any questions, later. I will tell you though that this is something that we have been working on since we first arrived. It is a very significant issue to Mare Island in terms of its impact on historic resources. There is a financial component that is extremely difficult to deal with in that there are a lot of regulatory requirements associated with it. We took it over in 2002 with the Early Transfer Agreement. It was not something that we had initially expected to take

ownership of, but because of the requirements associated with the Environmental Cleanup Early Transfer Agreements, LMI ended up with it. We have operated it and attempted to negotiate an Operating Agreement with the various operators and to figure out a way to make it self-sustainable in the long run. Unfortunately, the rail traffic has decreased from probably a high of 1,400 to 1,500 cars a year about five years ago to less than 100 currently. And, it is unfortunately not something that is in great demand although we are working with the City to make sure that if, either freight or passenger traffic ever demands it on Mare Island, there are easements and there are ways to get it started back up again.

The 2007 Project: Just very briefly, there are Final Maps and Tentative Maps which will process through. Most of you are familiar with.

The Commercial Building Rehabilitations: There is a large push right now to renovate, particularly for ADA and basic building requirement . . . inside buildings, new roofs, new painting . . . things like that on several buildings and many tenant occupied buildings throughout the island.

Infrastructure: Again, I won't go through a lot of detail. You can see it on the map, Phase II of Azuar, the completion of that. There were numerous submittals made to the City Public Works Department in terms of future work that is coming up.

2008 Projects: We will hopefully complete the full demolition of Building 866 which has turned out to be a more challenging endeavor than we had anticipated. The photograph you see on the right is the final towers. We are working on the slab as we speak. This is an important site because there is some critical infrastructure that runs underneath it that we need to get to, and in addition to that, there are some environmental issues that need to be dealt with in that area.

The full completion of Azuar Phase III: I just mentioned that. There is a photograph of that in the lower right hand corner. It is paved. It is open to the public, and there are the final streetlights, landscaping to be completed there.

Building Demolition: Approximately 28 buildings in 2008 that will make way to complete map conditions in the 2A Commercial Area. It will also facilitate the completion of more environmental cleanup.

This is just an overall view of buildings that are currently either under renovation or, in a couple of cases, to be demolished in the future, but the biggest red spots on there are buildings that are under renovation right now with their salaries being spent in order to uphold agreements for businesses that have moved in or make way for future businesses. One really critical slide that we had put in here that I would like to concentrate on for a moment . . . I go back to the financial self-sustainability, and when the CFD or the special tax was passed on Mare Island (it was really early 2002, or late 2001), you can see the green line which was the projected tax revenue. The projected tax revenue was expected to pass expenses right in here, and then what this triangle represents is actually a surplus to the General Fund, and that is what everyone had expected to get to. We are financial incentivised to get to that point because right now we are covering this gap, right here. This is covered by the businesses and the residences on Mare Island that are currently getting taxed anywhere between twice and six times what you would normally get taxed in the City of Vallejo, and, this is something that we need to attempt to resolve as soon as possible and

really get us back on track with this green line. As you can see right here, this red line is flattened out, and this has to do with land transfers, environmental cleanup, and just the general complexity with Mare Island and, the Navy is a party to that; the City is a party to that; obviously, we are a big part of that; the State of California is a big party to that. This is something that we had hoped to get to in 2008 which would send money to the City of Vallejo's General Fund, and right now, Mare Island is not an asset which we all expected it to be, but, unfortunately; it is a liability. And so, we have all got to figure out ways to get to more revenue generation.

So here are the challenges. I already outlined the environmental cleanup, the limited commercial inventory, which has a lot to do with the environmental cleanup, historic buildings and being able to make those available to buyers and the public.

Amenities. . . open space for example is heavily impacted by the environmental cleanup and the delays associated with that.

Environmental Clearance and Land Use Covenants: So, the solutions are on environmental clearance, the City of Vallejo working together with the state and federal agencies and also minimizing the use of land use covenants. Land use covenants are restrictions on property. It will ultimately devalue the property because, for example, if you have got a commercial property, you are allowed to keep a certain level of contamination maybe underneath that building if there is a floor slab on top of it whereas in residential that is prohibited. Or, in a school that is prohibited. It is done all over the State of California with land use covenants. To the extent those land use covenants are used more and more on Mare Island, it becomes a situation where, as a buyer property, you become more and more concerned about it. If any of you were buying property on Mare Island and those restrictions constrained your use of the property, for example, that then becomes a piece of property that is much less valuable in the open market.

Land Transfers: The City and LMI need to continue to very aggressively pursue the final land transfers. The Navy still owns 11, in some cases, very large, north island being an example, pieces of property on Mare Island. Another big example is the regional park. The City and LMI need to very proactively and aggressively, move forward towards the final land transfers.

Infrastructure: We have been conducting meetings with Public Works to look at the reuse of facilities on Mare Island in a more creative way which would expedite development but not necessarily create a more maintenance intensive program for the City.

General Reuse Coordination: We need to all do a better job of that. We have been meeting with the City once a week now, with the City Manager's office. We have put together a 30-day plan. For example, one of those plans was to meet with our state representatives, Senator Wiggins and Assembly member Evans. We have met with Senator Wiggins and we are going to take a much more aggressive stance in terms of the regulatory cleanup on Mare Island. The City person with decision making authority is currently Mr. Joseph Tanner.

Greater City of Vallejo Commitment: The proactive involvement of the Economic Development department is something that we all need to concentrate on more in bringing businesses, making them feel like they can apply, and in some cases, to build a new building, rehabilitate an historic resource, and have them be confident that they will move quickly through the process.



Dedicated COV/Mare Island team including senior City/LMI staff: I sort of hit on this one above.

Expedited Planning Process: This is critical. The City of Vallejo needs to get a reputation as a City that will provide a quick planning process, that they will not be held up, that they get shepherded through the process. That doesn't mean that the City cuts corners or anything like that. It just means that we need to be able to aggressively move forward on that front.

CFD Solution: It hit that with that graph. That is something that the Finance Department and LMI and the City Manager's office are talking about right now. It is absolutely critical to the long-term financial self-sustainability of Mare Island, and, as I mentioned, could produce and was expected to produce by now, a surplus of the General Fund.

Realistic "Full Build-Out" Scenario: This is something that we are going through with the City right now, and when I say realistic full build-out scenario, the square footage is of offices and businesses on Mare Island and needs to be looked at within the context of some of the historic constraints, the parking constraints, traffic, and things like that, and all of those things need to be balanced. What we may end up with which does not help the CFD situation, is that we may end up with less square footage than we had originally anticipated on Mare Island. So, I wanted to make the Commission aware of that.

The Land Use Map: I think we can go on to the next one, and that is the end of the presentation. I am sorry that was a little bit lengthy, but I wanted to give you the benefit of what we had talked about before with the Council and the opportunity to ask any questions on any of those topics.

Commissioner McConnell: Thank you for your presentation. It was very informative and helpful. Will Lennar Mare Island have any type of a business retention program?

Tom Sheaff: I wouldn't say there is a formal published Business Retention Program. One of the things that we do is that we make sure the businesses on Mare Island get approached well in advance of their lease expirations. It is in our best interests to do that because, as I said, most of the time, businesses are interested in expansion.

Commissioner McConnell: Over the last two years, Commissioner Salvadori, who is no longer on this Commission, and I have met with you on occasion and your representatives, to try to smooth things between Lennar Mare Island and the Planning Division, and one of the things that has come out of those meetings is the demonstrated need for City officials, elected City officials, at that, to pick up the phone and make some aggressive requests of other elected officials, both in the state and the federal government. Have you found any increase in that outreach by elected officials within the City recently?

Tom Sheaff: There has been a significant increase recently. One of the things that I would encourage the City to do, and one of the things that we are attempting to set up is a real program, probably quarterly, where everyone sits down, if it means that we come back before the Planning Commission or the Council, then so be it. An outline – what are the five or ten things that we can do, who can we meet with, what meetings should we be setting up in the next quarter in order to make that happen? I think in fairness to both the City and LMI, that

we got caught in a situation where there was, over the last three or four years some transition, on a staff level, on both sides, and we lost a little bit of focus about where we need to go moving forward. That is when I say, the environmental cleanup, the land transfers, and the installation of infrastructure are the things that I recommend that the City really concentrate on, particularly the land transfers and the environmental cleanup because once that happens, if you take those three things and you combine them with the final mapping process, both commercially and residentially, we found that things just take off from there. We have buyers. We have investment. If you look at some of the early areas down at the north end of the Island in terms of what AICO has done with their facility and they have invested well into seven figures in that facility, that is the kind of private investment that we need, and so, yes, we are concentrating on talking to the City, setting up a program. We have got a 30-day plan. We go over it on a weekly basis and anything that this Commission can do or would like to do . . . in fact, I would be happy to send you some of those things that we are doing. It is not in this presentation this evening but it would be very easy to send to the Commission.

Commissioner McConnell: The studies that I have read indicate that a military base conversion usually takes 15 to 17 years to start producing economic results for the municipality where it is located. You have given us your projections that we are hopefully going to produce some revenue by 2008. It looks that with the economic downturn in the country today, that won't be met. What's your best belief now as to how long it will take for you to start producing funds for the City of Vallejo and complete your infrastructure development there?

Tom Sheaff: I would ask that I come back in four weeks and get back to you on that because we are providing all of those numbers. That whole CFD full build out . . . those bullet points, we have provided new projections to the City's consultant who does all of those projections. They need some additional numbers from the City and then we will have that timeline, I would say, within the next 30 days.

Commissioner Peterman: I remember when the number of jobs at Mare Island was declining, and I would just like to commend Lennar Mare Island, whatever you are doing; you are doing it right because the numbers of jobs are increasing. So, good job, and keep it up.

Tom Sheaff: Thank you.

Commissioner Manning: Thank you for your presentation. It was very informative. I had a question about land use covenants. I wasn't quite clear on your point that you were making there. I don't understand them, so maybe you could explain them to me first. And, you were talking specifically around cleanup and around commercial properties and how land use covenants can affect the risk associated with purchasing property.

Tom Sheaff: First of all, just as a baseline, is a reminder that Mare Island is a very environmentally challenging and contaminated property and, unfortunately, the Navy, while they did some cleanup before closure, they did not nearly get it to a point where we could very quickly deal with a lot of the challenges. In 1999, it became apparent that Congress was no longer going to fund the Navy's cleanup at the rate in which the City and the development community needed it to happen. We entered into what we called Early Transfer Agreements which, I won't go into detail, but they were a set of five different agreements between any one of us, the City, the Navy, and the State of California, and the Regional

Board. Those are the five main players. It talked about a strategy towards closure in order to expedite it. Within those agreements, it allowed the regulatory agencies to approve land use covenants as a method to closure. So, you could do things like, as I mentioned, the easiest one and most familiar to most people, is to leave a concrete slab over something, let's say a PCV site that the public or no human can gain access to. The land use covenant says that you can't drill under that concrete or you can't punch a hole in it without doing certain things associated with that. Now, if you take a small example, that's probably not a big deal to a business, and it all runs with the title so every time you pull up a title report or you tend to sell a property, it is all disclosed, which was a real big issue for us, obviously, is that it is completely disclosed to all future buyers. But, what it does, is that it starts to . . . after awhile, if they are too restrictive, it can have an impact on value. If I am a buyer and I am coming in and I want to run a business, the last thing that I really want to deal with is something maybe I don't even understand, and that is part of the problem too . . . a little bit of the unknown. Most industrial, either heavy industrial or light industrial businesses, are used to this. If you go through Union City, San Leandro, most parts of the industrial parts of Oakland, there are land use covenants in place. Gas stations, for example . . . almost all of the old gas stations will have these. Does that help?

Commissioner Manning: Yes, it does. Thank you. One more question. So, just reading in the paper, there are occasionally articles of people complaining that they have tried to open a business or they were interested in approaching Lennar about a particular building or, for shipping, for example . . . for different uses, and that they were rebuffed. Can you just give us a sense of what your criteria is and how people approach you if they are interested in a business on Mare Island? I mean, what the process is and when you determine whether or not you are going to work with somebody.

Tom Sheaff: Okay. As a general statement, one of the slides we had was a brokerage firm, CB Richard Ellis who works with us on Mare Island and pursues not only inquiries that we get but also pursues their own leads. They are managed by Wanda Chihak whom I think most of you know here, and also, David Garland there in the third row. Wanda and David are solely concentrated on commercial every day on Mare Island. Most of the businesses that come in are going to be impacted, and the challenge for us is finding available space for them. Most of the businesses that have been in the newspaper, I think have legitimately been frustrated, as are we, by the difficulty in either leasing or selling space on Mare Island. The biggest constraint in all of that is the environmental cleanup program and what we are allowed to do or not allowed to do in terms of allowing people into buildings. Many times if you list out environmental, lack of infrastructure, access, parking, the kinds of renovations that need to take place, it is overwhelming for a lot of businesses, and a lot of businesses will take that as a sign somehow that we don't want them. That is not the case. In every instance that comes up, we try to circle back with the City. We can do a much better job of that, and we are setting up right now a much more proactive program with the City and the Economic Development Department so that they know exactly what we are doing. Very few times will the criteria fail, because of financial constraints or land use or those type of things. It really has to do with a lot of buildings that people want that are just simply not available at this time.

Chairperson Legalos: Thank you Mr. Sheaff. That was an excellent presentation and very informative.

Vallejo Planning Commission Minutes  
May 5, 2008

M. ADJOURNMENT

There being no further business to discuss, this session of the Vallejo Planning Commission is now adjourned at 8:15 pm.

Respectfully submitted,

A handwritten signature in black ink that reads "Deborah Marshall". The signature is written in a cursive style with a large initial 'D'.

(for) DON HAZEN, Secretary

**STAFF REPORT – PLANNING DIVISION  
CITY OF VALLEJO  
PLANNING COMMISSION**

**DATE OF MEETING:** June 2, 2008                      **AGENDA ITEM:** K-1

**PREPARED BY:** Wayne Rasmussen, Contract Planner

**PROJECT NUMBER:** PD Unit Plan #08 0002 and Development Agreement #DA08-0002

**PROJECT LOCATION:** North Mare Island – The project construction site is located within Reuse Area 1A as identified in the Mare Island Specific Plan immediately north of G Street at Azuar Drive, and further includes off-site infrastructure improvements primarily within G Street, Azuar Drive, Railroad Avenue, I Street, and the State Route 37 Interchange. The on-site improvements are located at Assessor’s Parcel Number: 0066-020-130.

**SUMMARY:** The proposed project provides for the development of an approximately 125,000 square foot two- three-and four story cancer treatment and research facility measuring up to 65-feet in height, a three-story (four-level) parking structure with 444 parking spaces, an enclosed utility yard and outdoor storage area, approximately ten acres of on-site lawn area, and an approximately 1.5-acre storm water detention basin planned to receive runoff from the proposed on-site improvements. The project further provides for off-site street and related public infrastructure improvements of approximately 15 acres that includes portions of G Street, Azuar Drive, I Street, Railroad Avenue, and the State Route 37 interchange. A one-acre storm water detention basin is proposed east of Railroad Avenue to receive runoff from the above off-site public improvements.

The primary Planning Commission actions required for the project include the adoption of a Mitigated Negative Declaration and PD Unit Plan, and a recommendation to the City Council regarding the proposed Development Agreement. Additional City Council actions and approvals required to implement the project will include an Acquisition Agreement, a Public Improvements Construction Agreement, a Right-of Entry and Demolition Agreement and the Development Agreement.

**RECOMMENDATIONS:** Staff recommends that the Planning Commission take the following actions: 1) approve the proposed Initial Study/Mitigated Negative Declaration, and the Mitigation Monitoring and Reporting Plan for the project; 2) approve the PD Unit Plan application for the project, subject to the recommended conditions of approval; and 3) recommend to the City Council that it approve the project Development Agreement.

**CEQA REVIEW:** An Initial Study, Mitigated Negative Declaration, and Mitigation Monitoring and Reporting Plan have been prepared for this project.

**PROJECT DATA SUMMARY:**

Name of Applicant: Touro Mare Island, LLC, c/o Bruce Lang, CEO

Property Owner: City of Vallejo

General Plan Designation: Employment

Mare Island Specific Plan Designation: Research and Development

Zoning Designation: Mixed Use Planned Development (MUPD). The application process for all Planned Development (PD) zoned areas is Master Plan approval followed by PD Unit Plan approval. For zoning purposes, the Mare Island Specific Plan also serves as the Master Plan for Mare Island, allowing all Specific Plan development projects to be implemented through the City's Unit Plan process, subject to the policies, standards, guidelines, and provisions of the Specific Plan.

Existing Land Use: Vacated Mare Island Naval Shipyard buildings and related site improvements.

Surrounding Land Uses: The proposed Cancer Treatment and Research Center site is generally bounded by Azuar Drive, railroad tracks and marshland to the west; I Street and vacated naval shipyard development to the north; Railroad Avenue, vacated shipyard development and open space to the east; and G Street, the Rodman Building complex, Morton Field recreation area, and parkland to the south. The proposed 15-acre off-site public street and related infrastructure improvements are situated within the vacated shipyard area that extends between G Street and State Route 37 to the north.

Project Area Acreage: The proposed Cancer Treatment and Research Center site is approximately 27.89 gross acres (prior references to 19 acres referred to net acreage), and the off-site public improvements planned to accommodate the Center include approximately 15 acres.

Building Floor Area: The proposed two- three- and four-story Center is approximately 125,000 square feet in floor area, and the proposed three-story (four-level) parking structure is approximately 117,000 square feet in floor area.

Floor Area Ratio (FAR): The FAR for the Cancer Treatment and Research Center building is 0.15 and the FAR for the parking structure is 0.14, for a combined total FAR of 0.29.

**Building Setbacks:** The following approximate building setbacks are proposed: G Street = 212 feet; Azuar Drive = 89 feet; I Street = 75 feet; and Railroad Avenue= 560 feet. The PD zone does not prescribe minimum building setbacks.

**Maximum Building Height:** The proposed Center building is 65 feet at its highest point and the parking structure is 48 feet high.

**Parking:** A total of 444 parking spaces are proposed to be provided, all within the on-site parking structure. No outdoor ground level parking is proposed.

#### **NOTICING AND PUBLIC COMMENTS:**

Notice of the Planning Commission hearing regarding the proposed project was mailed to all property owners within 500 feet of the project site as well as to all other individuals, agencies and other parties requesting notification. Notice was further published in the local newspaper.

Comments received regarding this project and related to the Initial Study/Mitigated Negative Declaration are attached to this report as a part of the Mitigated Negative Declaration Response to Comments document.

#### **PROJECT DESCRIPTION AND BACKGROUND:**

**Land Use** - The proposed project involves the construction and operation of a cancer treatment and research center that will be active in treating patients with all types of tumors including those once considered to be inoperable. The building will house a number of integrated medical facilities and devices including: four treatment rooms, two CT scanners, computer networks, information technology, a dedicated synchrotron accelerator, plus various ancillary supporting technologies.

The Center will be operated by the project proponent in conjunction with its clinical operational partner. The equipment in the center will be supplied and maintained by a qualified entity or entities (such as for purposes of example only, Ion Beam Applications S.A., and Siemens Medical Solutions). Operations will be similar to many other radiation treatment facilities presently treating patients in California, yet different in that it employs a different treatment beam. Other facilities use proton particle beams, while the proposed center will employ proton and heavy carbon ion beams.

The Center is planned to employ a staff of 150 medical professionals, often affiliated with surrounding universities and hospitals. This will include two main eight-hour shifts with overlap and a third shift that will be primarily oriented toward service, basic research, and physics plan validation. The first shift will typically have 65 people with a maximum of 90; the second shift will typically range from 60 to 70 with 20 people on the third shift. These numbers also include volunteers, visitors, sales persons, third party service and small deliveries. At full capacity, the

Center will involve approximately 20 patients per hour for treatment and physician visits eight to twelve hours per day, including Saturday.

**Site Plan** - The project provides for the development of an approximately 125,000 square foot building complex, three-story (four-level) 117,000 square foot parking structure containing 444 parking spaces, an enclosed utility yard and outdoor storage area, an approximately ten-acre area of lawn, an approximately 1.5-acre storm water detention basin planned to receive runoff from the proposed on-site improvements, and an approximately 20-foot high by 50-foot wide by 615-foot long earth berm to be constructed adjacent to the western exterior wall of the Center. Cut and fill is proposed to be balanced on the site with the possibility that some additional soil material may need to be imported. The applicant is proposing to use good faith efforts to attempt to achieve a LEED platinum project.

All existing on-site buildings and other on-site improvements are to be demolished and removed in conformance with the Mare Island Specific Plan prior to development of the Center. The project area is not situated within the Mare Island Historic District, and there are no recorded historic resources within the project area. Additionally, the Mare Island Specific Plan (Sec. 3.5.2(A)) noted that Reuse Area-1A is intended for comprehensive development with new buildings. The SEIR for the Specific Plan contained limitations on demolition of historic buildings, especially those within the Historic District. The project area is not within the Historic District and there are no recorded historic resources within the project area.

Construction is proposed to begin in late 2008 or early 2009, following the Applicant's acquisition of the property from the City, as a single-phased project and take approximately 42 months to complete. The accelerator is expected to be operational for calibration and testing purposes within 36 months following the start of construction.

**Architecture** – The building complex is proposed to consist of four cancer treatment rooms, the treatment equipment facility area, patient preparation rooms, work areas, office and conference rooms, conference and training rooms, family waiting rooms, lobby and reception area, indoor garden and atrium, and minor storage support services areas. The building is mostly two- and three-stories in height, with a four-story area extending above the four treatment rooms. The maximum height of the four-story area is approximately sixty-five feet. Primary exterior building materials consist of a combination of concrete, wood cladding siding, glass curtain walls and metal sunshades.

The parking structure provides spaces for 444 cars on four levels (including the ground level) and measures approximately 48-feet in height. It is sited to directly connect to the main building. Primary structure exterior building materials consist of concrete framing, metal panel systems and perforated metal screening. The design of the parking structure is integral with the building and a logical design extension of the overall facility complex.

A Modern architectural design style is proposed which features flat roofs (with the exception of a multi-angled roof form over the four-story area) and bold rectangular shaped building



volumes that combined create the focus of the architecture. To compliment these strong design features are vertically angled building front end walls facing north, and a multi-angled “solar panel array” facing toward the west. Along with the attached building elevations is a colored perspective simulation that provides a more descriptive image of the design. In addition, a colors and materials board has been submitted and is available for review at the Planning Division. This board will also be presented at the Commission hearing.

**Landscaping** – The primary elements of the proposed landscape design plan feature:

- A 1-1/2-acre storm water detention basin that is planned to create a natural wetland habitat character
- A 20-foot high angled earthen berm situated around the west side of the Center complex that is intended to reduce the mass of the building and compliment the geometric forms proposed for the building architecture.
- A “healing” reflective garden near the entry to the building
- A campus-like landscape concept that includes an approximately 8-acre area of lawn to the west of the building complex
- Use of mostly native plant materials, with the exception of the lawn and a limited number of palm and eucalyptus trees. The palm and eucalyptus trees are proposed consistent with Section 4.3 of the Specific Plan in an effort to continue the historic use of these visually dominant species throughout Mare Island.
- With the exception of the storm water detention pond, the overall landscape design concept stresses strict symmetry similar to the architecture.
- In addition to the cancer treatment and research center site, the off-site public street and storm water facility improvements are proposed to be landscaped. Street trees are planned along all of the project area street rights-of-way. Landscaping within proposed street medians is proposed to consist of trees with occasional shrubs at the base of some of the trees. The remainder of the median surface areas are to be covered with 4-inch concrete. A one-acre storm water detention basin is planned to be constructed immediately upstream of the existing storm water outfall pipe and planted similar to the on-site pond in the northwest area of Mare Island.

**Circulation and Other Off-Site Public Infrastructure Improvements** - The project provides for additional off-site street and related infrastructure improvements of approximately 15 acres that include portions of G Street, Azuar Drive, I Street, Railroad Avenue, and the planned State Route 37 interchange at North Mare Island. The interchange improvements are to be constructed in accordance with the City of Vallejo Project No. 9966, State Highway Route 37 Overcrossing, Caltrans Kilometer Marker 11.4-11.9 improvement plans currently being processed for approval and an Encroachment Removal Agreement (ERA). A one-acre storm water detention basin is proposed to receive runoff from the above off-site public improvements.

**Development Agreement** – The Vallejo Municipal Code permits an applicant to submit a proposed Development Agreement related to the project, the purpose of which is to

strengthen the public planning process, encourage private participation and comprehensive planning, and reduce the economic costs of development. City staff and the applicant have negotiated a draft Development Agreement, which has now been submitted by the applicant for Planning Commission review and recommendation.

The Vallejo Municipal Code requires the Planning Commission to hold a public hearing and make a report and recommendation to the City Council addressing whether or not the proposed Development Agreement:

- Is consistent with the objectives, policies, general land uses and programs specified in the general plan and applicable specific plan;
- Is compatible with the uses authorized in, and the regulations prescribed for, the land use district in which the real property is located;
- Is in conformity with public convenience, the general welfare and good land use practice;
- Will be detrimental to the health, safety and general welfare; and
- Will adversely affect the orderly development of property or the preservation of property values.

The Development Agreement specifies the intent to develop the project site and the off-site infrastructure improvements. The Development Agreement would vest and permit the development of the Project Site under the Vallejo General Plan, Mare Island Specific Plan, Zoning Ordinance, and any other City ordinances, resolutions, rules, and standards in place or adopted at the time of approval.

**Other Agreements and Documents** - In addition to the Development Agreement, City staff and the applicant have negotiated and will present to the City Council for its consideration several other proposed agreements. The agreements include:

- Acquisition Agreement, specifying the terms and timing under which Touro will acquire the property from the City, and the conditions required precedent to acquisition of the property by Touro.
- Public Improvements Construction Agreement, addressing the infrastructure requirements, timing and performance security required for the infrastructure improvements.
- Right of Entry and Demolition Agreement, identifying the seventeen structures on the project site and within the infrastructure improvement areas that will be demolished by Touro, along with the schedule and performance security for demolition work.

#### **ANALYSIS:**

**Land Use** – The proposed Cancer Treatment and Research Center use is consistent with the General Plan designation of Employment for the development site.

The overall vision for Reuse Area 1A of the Mare Island Specific Plan area in which the project site is located is characterized by the Specific Plan as follows:

“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.”

The proposed use is further consistent with the Specific Plan designation of Research and Development for the site. A Specific Plan development transfer was approved by the Planning Division on March 31, 2008 to permit the site to be developed with up to 125,000 square feet of Research and Development uses. Please refer to attached letter of transfer approval for background regarding this item.

The site is zoned Mixed Use Planned Development (MUPD). The application process for all Planned Development (PD) zoned areas is Master Plan approval and Planned Development (Unit Plan) approval. For zoning purposes, the Mare Island Specific Plan also serves as the Master Plan for Mare Island, allowing all Specific Plan development projects to be implemented through the City’s Unit Plan process, subject to the policies, standards, guidelines, and provisions of the Specific Plan.

**Site Plan** – With regard to Reuse Area 1A, the Specific Plan indicates that:

“The relative absence of historic resources enables Reuse Area 1A to be comprehensively redeveloped with new buildings. Proposed buildings should be laid out in conformance with the established street grid system. Larger foot print buildings should be located in the western portion of the reuse area (in which the project site is located).”

The proposed grid alignment of project area streets is consistent with the existing North Mare Island street grid pattern, and the proposed Center and parking structure are oriented at 90 degree angles to the grid for consistency with the siting pattern established throughout Mare Island.

Substantial building/parking structure setbacks are proposed to create a campus-like setting similar to other sites containing major buildings on Mare Island located south of the site. Use of the parking structure further helps to emphasize the campus-like effect by adding building mass while negating the need for grade level parking. Proposed building setbacks range from 75 to 560 feet. Together, the building and parking structure cover approximately 13 percent of the site.

Truck turn-around area within the utility yard/outdoor storage yard is not specified on plans. This area includes the trash storage bins that will require access by garbage trucks. Staff is recommending that sufficient turn-around area be specified on project construction plans for approval by the Planning Division and Garbage Company.

**Architecture** - The Center building complex is connected to, and architecturally integrated with, the parking structure. Both structures have flat roofs and are proposed to be constructed using concrete, steel and glass materials, with limited use of wood cladding. Modern in architectural style, the unique design of the proposed building and parking structure are considered by staff

to be consistent with the Mare Island Specific Plan's overall design objective for Reuse Area 1A "which is to look forward to the 21<sup>st</sup> century with the best of contemporary urban form, landscape and architecture while respecting Mare Island's unique cultural and natural resources."

The height, scale and mass of the building complex and adjacent parking structure appear to be compatible with the substantial 19-acre size of the site on which they are to be located. Large-scale buildings such as the proposed Center and parking structure are encouraged by the Mare Island Specific Plan to be located in the western portion of Reuse Area 1A in which the site is situated (smaller buildings are to occupy the eastern portion of Reuse Area 1A).

The proposed Center/parking structure height, scale and mass are further compatible with other prominent large historic developments on Mare Island and would better relate to the historic character of Mare Island than do the existing low-profile and more sprawling buildings on the site and in the surrounding development to the north and east.

With regard to exterior building materials, the Mare Island Specific Plan indicates that a large number of existing "utilitarian" buildings and other structures on Mare Island contribute in an important way to its unique visual character as illustrated by Reuse Areas 3 and 5. Many of the 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. The project architecture is similar in this regard.

**Landscaping** – The proposed landscape plan features a somewhat formal and symmetrical design featuring an approximately 20-foot high earth berm that surrounds the western portion of the Center, a 1- 1/2-acre landscaped storm water detention basin, reflective gardens, a total of approximately 10-acres of lawn area, and mostly native plant materials. All existing on-site trees (nearly all ornamentals) are proposed to be removed and replaced with more trees.

The approximately ten-acres of lawn area would require a substantial amount of water for irrigation. Section 4.5vii of the Specific Plan indicates that: "lawn planting should be used sparingly." Staff is therefore recommending that the project landscape architect work with the City Landscape Superintendent and the Planning Division to integrate a combination of less water intensive ground cover materials into the project.

In an effort to preserve open views of the marshlands to the west of the Center, the applicant has agreed to work with the City during the final landscape design phase to maintain existing views of the marshlands from along Azuar Drive. This agreement is reflected as a condition of Unit Plan approval.

The proposed 20-foot high earth berm that surrounds the western portion of the building complex is planned to be angled at a 2:1 slope and planted with lawn and eucalyptus trees.

Staff feels that this steep of a slope planted with lawn would present mowing, irrigation and other maintenance problems. Staff is therefore recommending that a different kind of groundcover be proposed for this area for staff approval.

The G Street intersections with Azuar Drive, Walnut Avenue and Railroad Avenue are the primary vehicular and pedestrian entries to North Mare Island from the Causeway. These intersections are further identified as “special intersections” by the Specific Plan, thus requiring sensitive and coordinated design attention. Staff is recommending that a coordinated “special intersection” design plan be prepared for the above street intersections and submitted for approval by staff.

Views of the site from G Street are particularly important since G Street is one of only two vehicular entries to Mare Island. Staff is therefore recommending that landscaping along this frontage be particularly sensitive to this condition and be designed to incorporate planting schemes and materials that build upon and enhance the existing character of G Street.

G Street, Azuar Drive and Railroad Avenue are identified as “gateway and entrance corridors” in the Specific Plan to be developed with street trees, landscaped medians, and signing.

Street trees are proposed along the four streets that are planned to be reconstructed as a part of the project. Most of these trees are shown on plans to be spaced at 60- to 70- foot centers. Section 4.5.iv of the Specific Plan provides that: “street trees should be selected, located and maintained so that they may grow to form a canopy over the street.” Staff is recommending that final landscape plans provide for sufficient infill for all street and street median trees.

A decorative street light design standard for the North Mare Island area has not as of yet been established. As a condition of project approval, staff is recommending that a program be developed, subject to approval by the Public Works Department and Planning Division, and that the future lighting standards be planned for the current project off-site street improvement areas consistent with the plan.

Section 4.8.2i of the Specific Plan requires that exterior lighting be consistent with the exterior building design. The design of the exterior building light fixtures and site lighting is recommended by staff to be submitted by the project architect and landscape architect for approval by the Planning Division.

Both the street sidewalk system and a portion of the on-site private walkway system are shown to be constructed in very close proximity to each other around the perimeter of the western half of the site. As an alternative to two sidewalks, staff is recommending that the two be combined into a single walkway that meanders around the perimeter of this site area and jointly serves both public and private purposes. A public access easement would need to be recorded for the combined walkway since it would generally be situated on private property beyond the public street right-of-way.

The 1-1/2-acre on-site storm water detention basin is designed with a curvilinear perimeter that will create a natural appearance. Creating a similar irregular bank slope for the basin would further accentuate the natural appearance. Plans do not indicate perimeter fencing around the basin which will greatly enhance its visual appearance, however, attention will have to be given to the design of the basin bank slope in order to insure that public safety is adequately accommodated.

The one-acre off-site storm water detention basin is more geometrically shaped than the on-site basin in terms of its linear perimeter and its consistently angled banks. Staff is recommending that a more naturally contoured basin be developed for aesthetic reasons, similar to the on-site basin. Since the off-site basin is remotely located, safety fencing may be required until such time as the site on which it is located is developed.

Section 4.8.4 of the Mare Island Specific plan includes discussion regarding the use of public art as an element of Mare Island project developments. The Specific Plan further identifies particular areas where public art might be included to enhance the overall character of areas such as in the Historic Core and at entry locations. The Plan provides examples of public art such as fountains, sculptures, memorials, murals, decorative banners, and mosaics. In addition, 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. At this point in the project conceptual planning process, the matter of public art has not as of yet been explored. However, since the G Street site frontage is identified as having three "special intersections," (including intersections with Azuar Drive, Railroad Avenue, and the future north terminus of Walnut Avenue at the project site on G Street) staff is recommending that project plans provide for public art at each of these three locations as an integral part of the landscape design.

The proposed project sign design plan has not as of yet been submitted. All future signs are required to conform to the Mare Island Specific Plan Sign Program as summarized in Section 4.9.2 of the Plan. The project sign design plan is conditioned to be submitted for review and approval by the Planning Division.

**Circulation and Other Public Infrastructure Improvements** – The project proposes various off-site infrastructure improvements required to serve the Center. Infrastructure will be over-sized to also address build-out conditions of Mare Island as anticipated in the Mare Island Specific Plan. Planned off-site improvements include the reconstruction of portions of G Street, Azuar Drive, Railroad Avenue, I Street, and the State Route 37 Interchange, as well as off-site storm drainage improvements. More specifically, improvements will consist of the following:

**Azuar Drive** – Approximately 4,100 feet of Azuar Drive from G Street to Railroad Avenue will be regarded, repaved and widened within a 102-foot wide right-of-way with four traffic lanes, 12-foot wide parkways and a central median divider. A new water line, sewer line, storm drain and dry utilities (electrical, gas, cable TV and communications) will also be installed.

**Railroad Avenue** – An approximately 900-foot long section of Railroad Avenue adjacent to the project site will be regraded and resurfaced within a 120-foot right-of-way to provide six traffic lanes, 12-foot wide parkways, and a central median divider. New water and sewer lines, storm drain and dry utilities will also be installed. Additionally, the applicant will construct interim improvements to Railroad Avenue, including restriping, to allow two-way traffic from G Street to the Highway 37 interchange.

**I Street** – I Street will be reconstructed as a new street and provide the primary access to the Center. A new water line is to be installed to replace the existing line and a new sewer line will also be installed.

**G Street** – The approximately 1,330-foot by 17-foot parkway along the project site frontage on G Street will be regraded and reconstructed to provide a new sidewalk and landscape improvements.

**State Route 37 Interchange Improvements** – The existing interchange will be modified to align with the internal street system of Reuse Area 1A. Improvements will also include construction of a bike/pedestrian path that connects to a scenic viewpoint to the north of State Route 37.

**Off-Site Storm Drainage System Connecting to the Mare Island Strait Area** – An approximately 2,000-foot long storm drain will be constructed to collect runoff from portions of Azuar Drive and I Street and convey it to an extended detention basin located east of Railroad Avenue. The detention basin will tie into an existing 36-inch RCP that connects to an existing outfall which then discharges to Mare Island Strait. No new outfalls and no modifications to the existing outfall point are proposed.

**Parking** – All parking is proposed to be provided on-site within a 3-story/4-level parking structure containing a total of 444 parking spaces. The minimum required parking ratio for research and development uses, such as the current project, is one space per 250 square feet of first floor gross floor area (66,740 square feet), and one space per 350 square feet of gross floor area for each floor above the ground floor (58,020 square feet). These ratios result in a minimum requirement of 444 on-site parking spaces to accommodate the proposed project. This is considered to be more than enough parking for the actual proposed level of use intensity.

**Green Building Measures** – The applicant is proposing to attempt to develop a LEED platinum project, reaching approximately 62 LEED scorecard points. This includes the following point values per LEED scorecard category:

- Sustainable site – 13 out of 14 possible points
- Water efficiency – 5 out of 5 possible points
- Energy and atmosphere – 15 out of 17 possible points
- Materials and resources – 10 out of 13 possible points

- Indoor environmental quality – 15 out of 15 possible points
- Innovation in design process – 4 out of 4 possible points.

**Development Agreement** - The proposed initial term of the Development Agreement is five years from the date that the ordinance approving the Development Agreement becomes effective and upon the applicant's acquisition of the property. The term may be extended by the City for one additional two (2) year period upon Touro's request in accordance with the terms of the Development Agreement.

Additional terms of the Development Agreement include the following:

- Touro will pay all regular City processing fees in effect at the time applications for permits are submitted.
- Touro will pay all City impact fees in effect as of the effective date of the Development Agreement, and any citywide increases to those fees.
- The project will be "revenue neutral" to the City; the annual cost of City services will be fully recouped from project property taxes, CFD payments and other project-related revenues.
- Touro will construct the infrastructure improvements (Azuar Drive, Railroad Avenue, and other improvements) as described in this staff report and the conditions of approval.
- The parties will use good faith efforts to negotiate a reimbursement agreement among Touro, Lennar Mare Island (LMI) and the City, or the City will form a benefit assessment district, setting forth Touro and LMI obligations and reimbursements for constructing oversized infrastructure serving Mare Island.
- Touro will pay \$2,500 per month on an interim basis to be used exclusively for the maintenance of North Mare Island Reuse Area 1A properties owned by the City.
- The project and the infrastructure improvements will be subject to Davis-Bacon prevailing wage laws.
- Touro will make reasonable efforts to design the project to meet and achieve "LEED" platinum certification under the Green Building Rating System.
- Touro and its contractors will make good faith efforts to hire qualified Vallejo residents or former Mare Island employees, and to use qualified Vallejo businesses for services and products.

A resolution (attached) has been prepared for Planning Commission consideration, finding that the Development Agreement, as proposed, is consistent with the objectives, policies, general land uses and programs specified in the general plan and applicable specific plan; is compatible with the uses authorized in, and the regulations prescribed for, the land use district in which the real property is located; is in conformity with public convenience, the general welfare and good land use practice; will not be detrimental to the health, safety and general welfare; and will not adversely affect the orderly development of property or the preservation of property values.

## **ENVIRONMENTAL DETERMINATION**

In connection with the approval of the Mare Island Specific Plan, the City certified a Final



Environmental Impact Statement/Environmental Impact Report for Disposal and Reuse of Mare Island ("EIS/EIR") on November 17, 1998, and adopted an addendum to those documents in February of 1999. A Subsequent Environmental Impact Report (SEIR) was approved by the City on November 29, 2005 in connection with the adoption of the Mare Island Specific Plan, Amended and Restated. 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 original 1999 Specific Plan. Substantial environmental analysis and mitigations contained in these environmental documents have been relied upon in conjunction with the analysis of the Touro Cancer Treatment and Research Center project. All mitigation measures specified in these previous Mare Island environmental documents which are pertinent to the Touro Mare Island, LLC project are incorporated by reference into the project resolution that recommends adoption of the Mitigated Negative Declaration.

An Initial Study has been prepared for the proposed project. Potential significant impacts were identified in the areas of air quality, cultural resources, geology and soils, hazards and hazardous materials, hydrology and water quality, and noise. In all cases, mitigation measures were included that would reduce the potentially significant impacts to a less-than-significant level. Please refer to the Initial Study for a discussion of all potential significant impacts and listing of all mitigation measures. Following is a summary of these impacts and proposed mitigations:

Air Quality – Anticipated vehicle and construction-related air quality impacts are typical of other similar scale projects. Standard mitigation measures provided by the Bay Area Air Quality Management District (BAAQMD) are incorporated into the project to reduce these impacts to a less-than-significant level. These measures are generally aimed at reducing vehicular emissions and construction activity related particulate matter that is released into the air during construction and throughout the life of the use. Mitigation measures pertain to a variety of solutions such as carpool/vanpool programs, provisions to accommodate bicycling, reducing dust during construction, keeping the construction site and vicinity streets clean of mud and dirt, proper maintenance of construction vehicles, utilizing the services a dust control manager, etc.

Cultural Resources – No known historical, anthropological or paleontological resources are known to exist at the project site. For any project requiring grading, the potential exists that unexpected resources of this sort or human remains may be discovered. In the event that such should occur during project construction, land alteration work in the vicinity of the find is required to be stopped and a qualified professional consulted to evaluate the resource and to determine an appropriate management plan. If human remains are discovered, the County Coroner must be notified. If the Coroner determines that the remains are of Native American descent, the Coroner must contact the Native American Heritage Commission within 24 hours of the determination.

Geology and Soils – The Bay Area is a seismically active area. Construction within such areas has the potential of exposing people and structures to seismic-related hazards.

Construction techniques are required to insure that potential impacts are reduced to a less-than-significant level.

The preliminary geotechnical investigation report prepared for the project indicates that groundwater has been encountered at depths ranging from three to nine feet below the ground surface. Shallow groundwater could significantly impact grading and construction. Mitigation measures have therefore been incorporated into the project to reduce these to a less-than-significant level. Measures relate to dewatering, geotextile/gravel bedding, and aerated fill materials. Project design and construction are further required to conform to the requirements of a final geo-technical report with peer review by a City consulting engineering geologist.

Hazards and Hazardous Materials – The Center will produce contained radiation for curative cancer treatment procedures. A variety of mitigation measures are incorporated into the project to ensure that no significant impacts will result from the construction, transport, use and disposal of such materials, or from the risk of reasonable foreseeable upset or accident. Design, construction and operation will be subject to approval and on-going monitoring at the federal level by the Nuclear Regulatory Commission and at the state level by the California Department of Public Health - Radiologic Health Branch.

The construction of a new storm drain line, outfall and detention basin are planned to occur within the vicinity of a listed “leaky” underground storage tank site. Either this site will be fully remediated prior to construction of these improvements or the improvements will need to be specifically designed to mitigate potential hazardous impacts to less-than-significant level, or be relocated a significant distance away from this area to avoid potential impacts.

Hydrology and Water Quality – In order that project related construction and post-construction activities avoid potential violation of water quality standards, a Storm Water Pollution and Prevention Plan (including Best Management Practices), and a Soil Erosion and Sedimentation Control Plan are to be prepared and implemented.

Noise – If not properly mitigated, construction vehicles and activities can create significant noise impacts. Mitigations have therefore been integrated into the project to ensure that construction related noise is held to a less-than-significant level. Mitigations include among other things: mandatory compliance with the noise level standards provided in the Vallejo General Plan, maximizing the physical separation between noise generators and noise receptors, limiting noisy construction activities and use of noisy vehicles and equipment to between the hours of 9 A.M. and 6 P.M., use of City approved haul routes, implementation of construction methods to minimize noise impacts created by pile driving, and through the appointment of a project construction “disturbance coordinator” to work with neighbors in an effort to pro-actively minimize project noise impacts.

Traffic volumes were not considered to present potentially significant impacts due to the relatively limited P.M. peak hour traffic generation projected for the project, and because of the substantial level of proposed off-site street and State Route 37 interchange improvements. The focused trip generation analysis completed by Omni-Means Engineers and Planners for the project and attached to this report projected that the project would generate only about 135 peak hour trips.

During the public review process for the project Initial Study and Mitigated Negative Declaration, however, concerns were raised by Lennar Mare Island and others about the sequencing of the proposed street improvements. In an effort to respond to and minimize these concerns, representatives of the City staff, Lennar Mare Island and Touro conducted a recent series of joint meetings. The result was the development of a street improvements sequencing plan intended to minimize impacts on the flow of traffic on Mare Island during and after the street improvements construction process. The sequencing plan consists of the following:

1. Completion of improvements to Azuar Drive north of G Street
2. Completion of the State Route 37 Interchange improvements
3. Completion of I Street improvements
4. Completion of limited G Street improvements
5. Interim improvements to Railroad Avenue from I Street to the State Route 37 Interchange (following the construction of the interim improvements on Railroad Avenue, the City will authorize two-way traffic on Railroad Avenue from G Street to the State Route 37 Interchange)
6. Walnut Avenue closure

The above street improvements sequencing plan is recommended by City staff to be incorporated into the project by way of a condition of approval of the PD Unit Plan.

**Agency and Public Environmental Comments** – The project Mitigated Negative Declaration and Initial Study were distributed on April 5, 2008 to the various City departments, local agencies, State Clearinghouse, federal agencies, and members of the public asking to be placed on the project mailing list. Some of the fourteen state agencies receiving these documents included: Department of Health Services, Department of Toxic Substances Control, Office of Statewide Health Planning and Development, Department of Public Health-Radiologic Health Branch, Caltrans, and the San Francisco Bay Area Water Quality Control Board. Federal agencies included the Nuclear Regulatory Commission and the Environmental Protection Agency. In addition, notice of the Mitigated Negative Declaration and public hearing were mailed to all property owners within 500 feet of the project site, published in the local newspaper, and posted at the City Offices.

The 30-day public agency and public comment period extended to June 2, 2008. During this period, comment letters were received from:

State Clearinghouse  
State Department of Toxic Substances Control

State Department of Transportation  
Lennar Mare island (2)  
Morrison/Foerster on behalf of Lennar Mare Island  
Alco Iron & Metal Company  
Russ Barnes  
Myrna Hayes

A City response to comments document pertaining to each of the above comment letters is attached to this report.

**Conclusion** - Although the proposed project could have a significant effect on the environment as described above and more specifically in the Initial Study, there is not expected to be a significant effect in this case because the mitigation measures and project revisions described in the Initial Study as to each potentially affected environmental factor will result in a project that has no significant effect on the environment. Each listed mitigation measure and project revision has been agreed to by the project proponent. Staff is therefore recommending that a Mitigated Negative Declaration be granted for the project.

#### **STAFF RECOMMENDATIONS**

Staff feels that the proposed project, as conditioned, is consistent with the Vallejo General Plan, Mare Island Specific Plan, Vallejo Municipal Code, and all other applicable City ordinances, standards, guidelines and policies. Therefore, staff recommends that the Planning Commission take the following actions:

- 1) Adopt the attached resolution approving the proposed Initial Study/Mitigated Negative Declaration and the proposed Mitigation Monitoring and Reporting Plan for the project;
- 2) Adopt the attached resolution approving the PD Unit Plan application for the project, subject to the conditions contained within the resolution;
- 3) Adopt the attached resolution recommending to the City Council that it approve the Development Agreement for the project.

#### **ATTACHMENTS**

1. Draft resolution approving the project Initial Study/Mitigated Negative Declaration and Mitigation Monitoring and Reporting Plan
2. Draft Resolution approving PD Unit Plan #08 0002
3. Draft resolution recommending that the City Council approve Development Agreement #DA08-0002
4. Applicant's letter of consent to comply with the mitigations contained in the Mitigated Negative Declaration

5. Focused Trip Generation Analysis, dated January 24, 2008, prepared by Omni-Means Engineers and Planners
6. Development transfer approval letter, dated March 31, 2008
7. PD Unit Plan information package
8. PD Unit Plan Site, architectural and landscape design plans

## **PD Unit Plan #08 002 CONDITIONS OF APPROVAL**

### **Planning Division**

- 1. The street sidewalk system and the portion of the on-site private walkway system that circle the perimeter of the medical facility site shall be combined to jointly serve both public and private purposes subject to approval by the Planning Division and Public Works Department. A public access easement shall be recorded over the sidewalk.**
- 2. Adequate truck turn-around area within the utility/outdoor storage yard shall be specified on project construction plans for approval by the Planning Division and Garbage Company prior to the issuance of a building permit.**
- 3. A combination of low water use ground cover materials shall be used to replace the majority of the proposed on-site lawn areas. These changes shall be integrated into project landscape plans for review and approval by the City Landscape Manager and Planning Division prior to the issuance of a building permit.**
- 4. The 1-1/2-acre on-site storm water detention basin shall be designed with irregular bank slopes to create a more natural appearance. The basin bank design shall be confirmed, or modified as necessary, so as to not require safety perimeter fencing.**
- 5. The one-acre off-site storm water detention basin shall be designed with an irregular perimeter and vertical bank slopes to create a more natural appearance. The basin bank shall be designed so as to not require safety perimeter fencing. However, since this site is remotely located, safety fencing may be required until such time as the site on which it is located ultimately develops.**
- 6. A coordinated "special intersection" design plan shall be prepared for the street intersections of G Street with Azuar Drive, Walnut Avenue, and Railroad Avenue and submitted for review and approval by the City Landscape Manager and Planning Division prior to the issuance of a building permit.**
- 7. Views of the site from G Street are particularly important since G Street is one of only two vehicular entries to Mare Island. Landscaping along the G Street site frontage shall be sensitive to this condition and be designed to incorporate landscape schemes and plant materials that build upon and enhance the existing character of G Street, subject to review and approval by the City Landscape Manager and the Planning Division.**
- 8. All street and street median trees shall be selected, located and maintained so as to grow to form a canopy over the street, subject to review and approval of the tree species by the City Landscape Manager. This condition applies to street medians, when constructed, on Azuar Drive and Railroad Avenue.**

9. The applicant shall cooperate with the City during the planning of landscaping along the street frontage of Azuar Drive to maintain existing views of the marshlands from Azuar Drive.

10. Final project landscaping and irrigation design plans shall be prepared by a licensed landscape architect.

11. The exterior on-site lighting design shall be reflective of the building architectural design and consistent with the applicable provisions of Section 4.8.2 of the Mare Island Specific Plan, subject to approval by the Planning Division prior to the issuance of a building permit.

12. A decorative street light design program for North Mare Island shall be developed subject to approval by the Public Works Department and Planning Division, and the lighting standards planned for the current project street improvement areas shall be consistent with this plan. The lighting program standards shall be consistent with the applicable provisions of Section 4.8.2 of the North Mare Island Specific Plan.

13. Public art shall be provided at the G Street intersections with Railroad Avenue and Azuar Drive, and the north side of G Street at Walnut Avenue. The art design shall be consistent with Section 4.8.4 of the Mare Island Specific Plan, subject to review and approval by the Planning Division.

14. All future project signs shall be consistent with the Mare Island Specific Plan Sign Program as outlined in Section 4.9.2 of the Specific Plan, subject to sign design review and approval by the Planning Division prior to the issuance of sign permits.

15. The lawn proposed for the 20-foot high earthen berm that surrounds the western portion of the building shall be replaced with a ground cover(s) that is more suitable for maintenance on the 2:1 slope, subject to approval by the Planning Division.

#### **Fire Department**

1. The required fire flow shall be specified on the building and public improvement plans consistent with the 2007 California Fire Code, subject to approval by the Fire Prevention Division.

2. Fire hydrant locations and specifications shall be indicated on public improvement plans, subject to approval by the Fire Prevention Division.

3. Submit a numbered list to the Fire Prevention Division stating how each condition of project approval will be satisfied.

4. Automatic fire sprinkler extinguishing systems are required for all residential, commercial and industrial occupancies (2007 CFC Section 903 amended in VMC Section 12.28.060).
5. Prior to building permit issuance, building construction plans and plans required fire protection systems; automatic sprinklers, smoke alarms, etc. shall be submitted to the Fire Prevention Division for review and approval. All applicable plan review and inspection fees shall be paid.
6. Prior to the building permit issuance, the applicant shall install an approved and tested water supply system capable of supplying the required fire flow as determined by the Fire Chief. Water supply systems for staged construction shall provide required fire flows at all stages. (2007 CFC Section 508, Appendix B)
7. Prior to permit issuance, paved fire apparatus roads shall be installed for every building or stockpile of combustible materials located more than 150 feet from fire department vehicle access. Said access roads are to be posted "No Parking Fire Lane" and shall be not used for storage of materials. (2007 CFC Section 503.1.1)
8. Prior to occupancy/final building inspection, install 3A-40BC portable fire extinguishers as required by the Fire Prevention Division. (2007 CFC Standard 10-1; NFPA 10)
9. Prior to occupancy/final building inspection, install approved numbers or addresses on all buildings in such a position as to be clearly visible and legible from the street. Commercial occupancies shall have numerals or letters not less than 6 inches in height of contrasting background, and illuminated at night. (2007 CFC Section 505; amended VMC Section 12.28.1)
10. Prior to occupancy/final building inspection, install "No Parking Fire Lane" signs along interior access roadways, in location where vehicle parking would encroach on a 20-foot clear width of roadway (CVC Section 22500.1; CalTrans Traffic Manual, sign #R26f).
11. Prior to occupancy/final building inspection, all applicable fees shall be paid before a final Fire Prevention inspection shall be conducted. All meeting and inspections require a minimum 24-hour advance request.
12. Development sites shall be maintained weed free during construction. (2007 CFC Section 304.1.2)

#### **City Traffic Engineering**

1. Upon completion of the required improvements, Railroad Avenue will be available for truck traffic, one lane in each direction until the full improvements for Railroad Avenue are constructed. There is no requirement for full improvements to Railroad Avenue from "I" Street to new intersection of Railroad and Azuar Drive as part of this project approval. The construction of Azuar Drive will be phased so as not to disrupt access to existing businesses



located in Reuse Area 1B where the Alco Iron & Metal Company is located. Azuar Drive will not be closed. Access and construction staging plans are to be part of the construction documents to be reviewed and approved by the City Engineer.

#### **Public Works Engineering Division**

1. Prior to acceptance of improvements, submit to Public Works a Record of Survey for review and approval. The record of survey shall be prepared by a licensed land surveyor or registered civil engineer authorized to practice land surveying in the State of California. The purpose of the Record of Survey is to set street monuments and show all proposed dedications describing the G Street, Azuar Drive, Railroad Avenue and I Street rights of way, Public Utility Easements, Landscape Maintenance Easements and any other dedications intended for the City.
2. Prior to acceptance of improvements, deliver grant deed(s) of public rights of way to the City for G Street, Azuar Drive, Railroad Avenue and I Street and such grant deed(s) shall reference the Record of Survey. The public rights of way shall be wide enough to accommodate the ultimate design of the road.
3. The public right of way for Azuar Drive shall be a minimum of sixty-nine feet wide to accommodate one fourteen-foot lane, one twelve-foot lane and a one and one-half-foot gutter in both the northbound and southbound directions from the intersection of Railroad Avenue to Station 29+00, to the satisfaction of the City Engineer.
4. The width of the medians at left turn pockets shall be a minimum of four feet wide from face of curb to face of curb.
5. Provide a traffic analysis to determine required left turn pocket lengths.
6. Prior to acceptance of improvements, deliver grant deed(s) of easements to the City for Public Utility Easements, Landscape Maintenance Easements and any other type of public easement. Such grant deed(s) shall reference the Record of Survey.
7. Identify on the Record of Survey landscape maintenance easements (LME), open spaces and public utilities easements (PUE) to be conveyed to the City.
8. All public roadways shall be monumented per City standards. If monuments are not installed prior to approval of the Record of Survey, the applicant shall furnish to the City security, guaranteeing the payment of the cost of setting monuments for the Record of Survey prior to the approval of Record of Survey.
9. Sufficient right of way shall be dedicated to accommodate the traffic signals proposed at the intersection of G Street and Azuar Drive as well as Railroad Avenue and Azuar Drive and any other intersection. The right of way dedication shall also be sufficient to accommodate the curb returns, including curb ramps.

10. Prior to approval of the Record of Survey, the developer shall pay to the City charges required by Solano County for providing copies of the recorded map to the City and applicable Public Works Department map check fees.
11. Prior to commencement of construction, the applicant shall enter into a Public Improvement Construction Agreement with the City, and pay to the City all applicable plan check and inspection fees for on-site and off-site grading and improvements, and post performance and payment bonds for site grading and improvements as required by City Standard.
12. Applicant is responsible for the improvements along the northern right of way of G Street, beginning at the back of curb.
13. Within two years of the execution of the Public Improvement Agreement, applicant shall complete the process and obtain acceptance, of the G Street, Azuar Drive, Railroad Avenue and I Street improvements, by the City. The applicant may request for a time extension per the details outlined in the Public Improvement Agreement.
14. Prior to approval of the Improvement Plans, obtain permits required for development from governmental and other jurisdictional agencies, such as California Water Quality Control Board, Dept. of Toxic Substance Control, U.S. Fish and Wildlife Service, etc., as applicable, and submit copies to the City Engineer.
15. Prior to approval of the Improvement Plans, provide evidence that the existing off-site Mare Island infrastructure planned to be used to support this project meets City Standards.
16. Submit street signing and striping plans for review and approval by the City Engineer. Plans shall comply with CalTrans and City of Vallejo standards.
17. Submit hydrology calculations to the City Engineer to show that the proposed street sections have been designed to include drainage (the dry travel lanes to be a minimum of ten feet), so as to serve the drainage and collect runoff, per City Standards. A street gutter is not part of the travel lane.
18. Driveway location, width, and slope shall conform to City Standard.
19. Adequate line of sight per the Highway Design Manual shall be provided for all the access locations, including driveways.
20. The public utility and street tree easement width must be as wide as is necessary (normally six to ten feet) to house, without any conflict, all utility boxes and appurtenances, street trees, gas, electric, street lights, fire hydrants, water meters, telephone, cable, etc. Show proof that adequate room is provided to the satisfaction of the City Engineer.
21. Relocate any existing utility line that may be in conflict with the proposed improvements into a public utility easement. This shall not preclude abandonment in place of utility lines where appropriate and approved by the City Engineer.
22. Bus circulation shall be considered during the construction design of North Mare Island. City standard bus stops shall be provided to the reasonable satisfaction of the City Engineer. The

location and amount of bus stops shall be determined by the City Engineer and at minimum there shall be two City standard bus stops.

23. Prior to approval of the Improvement Plans a Local Improvement Benefit District, pursuant to Chapter 14.36 of the Vallejo Municipal Code or other funding mechanism acceptable to the City, for backbone infrastructure on Mare Island shall be formed.
24. Prior to issuance of building permits, existing Island Energy (IE) easements and any other easements affected by the proposed project shall be quit claimed to developer by IE or easement beneficiary. Acceptance of right of way by the City shall be conditioned upon the existing easements within the proposed right of way being quit claimed.
25. The Federal Emergency Management Agency (FEMA) has provided the City with a "MARE ISLAND WORK MAP" dated May 26, 2005. According to the "MARE ISLAND WORK MAP", portions of the off-site improvements are within the 100-year flood zone. All improvements, including utilities, within the flood zone shall be in conformance with Chapter 7.98 of the Vallejo Municipal Code pertaining to floodplain management standards and regulations.
26. Centerline of streetlights within landscape strips shall be installed 2.5 feet from face of curb.
27. Submit turning templates for the parking structure and cul de sac showing how adequate vehicular turning movements are provided to the satisfaction of the City Traffic Engineer and City Engineer. Parking aisles shall have a minimum width of twenty-five feet.
28. Prior to issuance of a certificate of occupancy, establish a CDF or other funding mechanism mutually acceptable to the City and developer for operation and maintenance of public open space, landscaping, irrigation systems, drainage ditches, operation and maintenance of non-standard street lighting and other public facilities subject to the approval of the Planning Division, Public Works Director, and the City Attorney.
29. During construction, it shall be the responsibility of the contractor to provide for safe traffic control in and around the site. This may include but not be limited to signs, flashing lights, barricades and flag persons.
30. All curb returns shall be a minimum of 30-foot radius per the City Standards and Specifications.
31. Provide full roadway width asphalt concrete overlay where multiple transverse utility crossings have been installed within existing roadways per City Standard.
32. All grading shall be in conformance with Chapter 12.40 of the Vallejo Municipal Code for grading and excavation.
33. Site drainage shall be collected on-site and conveyed to the public storm drain system. Sheet flow of water over driveways, sidewalks, slopes, or onto adjacent parcels shall not be permitted. Sidewalk cross drains shall be installed per City Standard to carry surface water into the gutter.
34. Retaining walls over 1-foot in height shall be reviewed and approved by the Public Works Department and Building Division. Building permits shall be required.

35. Prior to acceptance of the project, the landscape architect for the project must perform a complete and thorough 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.
36. Any off-site grading shall require written permission from the owner(s) of the property on which grading is to be performed.
37. Dust and erosion control shall be in conformance with City Standard and ordinances. State Water Quality Control Board regulations and the project Storm Water Pollution Prevention Plan (SWPPP) shall be adhered to.
38. Prior to occupancy, all utilities and street improvements necessary to support the project to be occupied shall be substantially complete to the satisfaction of the City Engineer.
39. If decorative street lighting is proposed for the project, prior to acceptance of the project deliver one complete streetlight assembly (pole, luminaire and lamp) to the City of Vallejo Corporation yard for every 25 city street lights, or fraction thereof, identified on the approved street light plan.
40. Walnut Avenue shall remain open to the public until Azuar Drive and the interim Railroad Avenue improvements have been substantially completed as determined by the City Engineer.
41. All public curb ramps and walkways shall comply with the Americans with Disabilities Act (ADA).
42. Prior to obtaining a grading permit submit a complete and comprehensive soil and geological report for review. An independent soils and geological review of the project may be required. The City shall select the soils engineer with the cost of the study to be borne by the developer/project sponsor.

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

1. Existing storm drain and/or sanitary sewer facilities that are to be abandoned in place shall be filled with grout, otherwise they shall be removed.
2. The storm overflow pattern will need to be shown on the grading plans. Determine the 100-year storm tributary area. This may differ from the 15-year tributary area. Ensure that there are no buildings within the limits of the 100-year storm overflow pattern. Ensure that there is an overland release of pond surface water at least one foot below any building floor space (habitable living space, storage, etc.), and at least 6-inches below the ground surface outside of any subterranean basement space.
3. There will need to be a geotechnical report that addresses the potential for settlement, and differential settlement, of underlying soils as a result of cut, fill and grading. The report will need to address the ultimate slope of the gravity pipes based on the as-built slopes and the potential for settlement.
4. There will need to be a master utility plan (MUP) for the sanitary sewer system. The MUP will need to show rims and inverts, slopes for pipes and pump station(s) to ultimately serve the Touro campus. Design

will need to be supported by calculations. VSFCDD will need to see it demonstrated that SS will not ultimately be required in Azuar Drive from stations 9+00 to 49+00. If SS will be required in this part of Azuar Drive it should be constructed as part of the subject improvements. Note that there is existing live SS in Azuar Drive that serves properties SW of Azuar Drive. This will need to be accounted for in the design of the new roadway.

### **Water Superintendent**

1. For all of the buildings to be removed, any existing water services serving the buildings shall be abandoned at the water main in the street per the Water Superintendent requirements.
2. Existing water facilities and services shall be shown on the plans and shall be kept in service until the proposed water facilities and services are placed in service.
3. The proposed 20-inch water main can be reduced to an 18-inch water main.
4. The proposed water main pipe material shall be C-900 or C-905 PVC with push-on DIP fittings and valves.
5. All buried metal material installed for the water system shall be triple-wrapped with polyethylene (minimum 24 mils thickness) and securely taped in place.
6. The proposed water system shall also connect to the existing water system at Railroad Avenue and I Street and at Railroad Avenue and Highway 37.
7. Some of the existing water services were not shown on the plans. These need to be shown on plans and connected to the proposed water system.
8. All existing water meters and BFD's shall be relocated to the back of the proposed sidewalk.
9. The proposed meters and BFD's for the proposed building shall be placed in a landscaped area at the back of sidewalk.

### **Vallejo Garbage Service**

1. The final site plan shall indicate the location of the proposed trash enclosure and compactor area. These facilities shall be architecturally screened consistent with the building architecture from all on-and off-site public views, subject to design approval by the Vallejo Garbage Service and the City of Vallejo Planning Division. Vehicular access to this area shall further be subject to approval by the Vallejo Garbage Service and the City Planning Division.

## **STANDARD REQUIREMENTS**

### **Planning Division**

1. All parking spaces shall be demarcated, per City of Vallejo standards.
2. Construction-related activities shall be limited to between the hours of 7 a.m. and 6 p.m., Monday through Saturday. No construction is to occur on Sunday or federal holidays. Construction equipment noise levels shall not exceed the City's maximum allowable noise levels.
3. Required landscaping shall be maintained in a neat, clean, and healthy condition. This shall include pruning, mowing of lawns, weeding, removal of litter, fertilizing, replacement of plants when necessary, and the regular watering of all plantings.
4. There shall be no outdoor storage or display of any kind except as allowed per Chapter 16.70 and 16.77 (VMC).
5. All mechanical equipment and utility meters shall be screened in a manner approved by the Planning Division. Electrical transformers shall be screened or placed underground.

6. All vents, gutters, downspouts, flashings, electrical conduits, etc., shall be painted to match the color of the adjacent surface.
7. All roof-mounted mechanical devices and their components such as air conditioners, heating equipment, exhaust fans, vents or ducts, or similar equipment shall be screened from view in a manner approved by the Planning Division. All wall-mounted air conditioners shall be flush mounted.
8. Obtain an inspection from the Planning Division prior to occupancy/final building inspection. All inspections require a minimum 24-hour notice. Occupancy permits shall not be granted until all construction and landscaping are completed and finalized in accordance with the approved plans and required conditions of approval or a bond has been posted to cover all costs of the unfinished work as agreed to by the Planning Manager.
9. The conditions herein contained shall run with the property and shall be binding on the applicant and all heirs, executors, administrators, and successors in interest to the real property that is the subject of this approval.
10. The applicant shall establish a recycling program for the building in coordination with the Planning Division and when established, either participate in the Citywide commercial recycling program or demonstrate to the satisfaction of the Planning Division that the established recycling program is sufficient.

#### **Fire Department**

1. Additional fire hydrant(s) may be required. Submit a complete set of plans for review and approval. All fire hydrants are to have "blue dot" highway reflectors installed on the adjacent street of the driveway to clearly identify the fire hydrant locations. (2007 CFC Section 508.5, Appendix C)
2. If security gates are desired at any entrances to the project, they shall be provided with an entry system approved by the Fire Department.
3. An approved manual, and/or automatic fire alarm system is required for this project in accordance with section 1006.2 of the CFC.

#### **Public Works Engineering Division**

1. Prior to building permit issuance, submit a numbered list to the Planning Division stating how each condition of project approval contained in this report will be satisfied. The list should be submitted to the project planner who will coordinate development of the project.
2. All public improvements shall be designed to City of Vallejo standards and to accepted engineering design standards. The City Engineer has all such standards on file and the Engineer's decision shall be final regarding the specific standards that shall apply. (COV, Regulations & Standard Specifications, 1992).
3. Prior to building permit submittals, submit three sets of plans for onsite and offsite improvements to the Department of Public Works for plan check review and approval. (Improvement or civil plans are to be prepared by a licensed civil engineer.) Plans are to include, but may not be limited to, grading and erosion control plans, improvement plans, joint trench utility, street light plans, and landscaping, irrigation and fencing plans and all supporting documentation, calculations and pertinent reports. (COV, Regulations & Standard Specifications, 1992 Section 1.1.7-A).

4. Prior to issuance of grading permit, submit a soils report for review. An independent soils and geological review of the project may be required. The City shall select the soils engineer with the cost of the study to be borne by the developer/project sponsor. Site grading shall comply with City Municipal Code. (VMC, Chapter 12.40).
5. In design of grading and landscaping, line of sight distance shall be provided based on Caltrans standards. Installation of fencing, signage, above ground utility boxes, etc. shall not block the line of sight of traffic and must be set back as necessary. (VMC, Section 10.14).
6. During grading operations, the project geologist or soils engineer and necessary soils testing equipment must be present on site. In the absence of the soils engineer or his representative on site, the Department of Public Works shall shut down the grading operation. (VMC, Section 12.40.080).
7. Prior to building permit issuance or acceptance of grading, compaction test results and certification letter from the project soils engineer and civil engineer confirming that the grading is in conformance with the approved plans must be submitted to the Department of Public Works for review and approval. Test values must meet minimum relative compaction recommended by the soils engineer (usually at least 90 percent). (VMC, Section 12.40.070-R).
8. Entrances to any private project must be standard driveway approaches unless deviation is permitted by the City Engineer. If a curb return is permitted for a private entrance, the entrance shall have stamped asphalt concrete five feet in depth for the width of the entrance, as a delineation of private property. (VMC, Section 12.04.100 and 16.62.150).
9. Obtain a street excavation permit from the Department of Public Works prior to performing any work within City streets or rights-of-way, or prior to any cutting and restoration work in existing public streets for utility trenches. All work shall conform to City standards. (VMC, Section 10.08).
10. Prior to building permit issuance, obtain an encroachment permit from the Department of Public Works for all work proposed within the public right-of-way. (VMC, Section 10.16).
11. Prior to start of construction, submit a traffic control plan to the Department of Public Works for review and approval. (Caltrans Traffic Manual).
12. Construction inspection shall be coordinated with the Department of Public Works and no construction shall substantially deviate from the approved plans. (COV, Regulation & Standard Specification Sections 1.1.4 & 1.1.5).
13. The project design engineer shall be responsible for the project plans. If plan deviations are necessary, the project engineer must first prepare a revised plan or details of the proposed change for review by the Department of Public Works and, when applicable, by Vallejo Sanitation and Flood Control District. Changes shall be made in the field only after approval by the City. At the completion of the project, the design engineer must prepare and sign the "as built" plans. (COV, Regulation & Standard Specification Section 1.1.9).

14. Prior to approval of construction plans, provide bonds and pay applicable fees. Bonding shall be provided to the City in the form of a "Performance Surety" and a separate "Labor and Materials Surety" in amounts stipulated by City ordinance. (VMC, Section 15.12.090, Resolution Nos. 84-554 N. C. and 02-55 N. C.)
15. Prior to occupancy/final building inspection, install the improvements required by the Department of Public Works including but not limited to streets and utilities. (VMC, Section 12.04.060).
16. Prior to occupancy/final building inspection, remove and replace any broken curb, gutter, sidewalk or driveway approach as directed in the field by the City Engineer. (VMC, Section 10.04), unless a time extension for completion of improvements has been granted by the City Engineer.
17. Prior to release for occupancy, plant required street trees in accordance with City Municipal Code. The list of approved trees is available in the office of the Public Works Director. The minimum standard shall be at least one tree for each 50 feet of street frontage or fraction thereof, including secondary or side streets. Street tree(s) shall be inspected by Public Works Landscape Inspector prior to release for occupancy. (VMC, Section 15.06.190 and Regulations and Standard Specifications Section 3.3.48).
18. The developer shall provide joint trench plans for the underground electrical, gas, telephone, cable television and communications conduits and cables including the size, location and details of all trenches, location of all building utility service stubs and meters and placement or arrangements of junction structures as a part of the Improvement Plans submitted for the project. The composite drawings and/or utility improvement plans shall be signed by a licensed civil engineer. (VMC, Sections 15.06.160&170).
19. There are fiber optic and /or copper signal inter connect cables located at the edge of the roadway or under the sidewalk. The plans should address either the relocation of these cables or a note should be made of the cable location. A warning should be included on the plans stating that if the cable damaged, the entire length of the cable between the two nearest hubs will be will be replaced by the contractor unless otherwise authorized by the City Engineer.

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

1. Applicant shall pay all fees (plan review fees, connection fees, etc.) required by VSFCD for the subject project.
2. Improvement plans shall comply with the VSFCD Engineering Design Standards and Policies, within the Master Bid Document dated March 2007 or later, regarding design and construction of storm drains (SD) and sanitary sewer (SS) facilities. Improvement plans shall indicate that proposed improvements are to be constructed in accordance with Standard Plans and Specifications included in the VSFCD Master Bid Document dated March 2007, or later edition.
3. Grading and improvement plans shall include storm water pollution prevention plans for use during site development and building construction to mitigate impacts of this development. This plan shall include calculations, measures related to debris, refueling areas, disposal of excess materials, site clean-



up, hazardous substance containment, street cleaning, catch basin cleaning, and other similar measures (see Section 10 Storm Water Runoff of the VSFCO Engineering Design Standards and Policies).

4. VSFCO reserves the right to require that gravity sewers with lateral connections be no more than 10-feet deep.

5. Pretreatment of storm drainage water runoff is required. Storm drainage runoff shall be conveyed over landscaped areas or otherwise treated using structures before discharging into the public system. This is to improve the storm water quality leaving the site. As much as practicable, developer shall incorporate measures described in "Start at the Source" a residential site planning and design guidance manual for storm water quality protection (written by BASMA) as a means of mitigating project impacts, and reduce impacts of increases in impervious surfaces. For the current phase of work this requirement will be satisfied by the on-site detention basin.

6. The development shall be planned so that all VSFCO SD and SS facilities shall be accessible by standard access. Standard access means that each structure (MH or CB) shall be accessible by an AC paved path, 15-feet wide from the public street to each maintenance structure (MH, CB, etc.), such that VSFCO maintenance vehicles can drive to and park over the facilities. Unless otherwise allowed by VSFCO, District vehicles must be able to drive forward in and forward out. The designer shall refer to VSFCO Engineering Design Standards and Policies (No. 2-03 and 5-07) and VSFCO standard detail No 25 for access criteria.

#### **Water Superintendent**

1. All water system improvements shall be consistent with the Vallejo Water System Master Plan, 1985, prepared by Kennedy/Jenks Engineers as updated by Brown & Caldwell, 1996. Prior to improvement plan approval and building permit issuance, water system improvement plans shall be submitted to the Water Division for review and approval, and shall contain at least:

- a. Location and size of fire service connection(s)
- b. Location and size of domestic service connection(s)
- c. Location and size of irrigation service connections(s)
- d. Location of fire hydrants
- e. Location of structures with respect to existing public water system improvements, such as mains, meters, etc.
- f. Location and size of any new water mains
- g. Location and size of backflow prevention devices (required on water service connections to irrigation systems, certain commercial water users, and to commercial fire sprinkler systems, per City Ordinance 922 N.C. (2d).Code

2. Fire flow requirements of the Fire Department shall be complied with. Fire flow at no less than 25 psig residual pressure shall be available within 1,000 feet of any structure. One-half of the fire flow shall be available within 300 feet of any structure.

- a. For single-family residential units, the fire flow is 1,500 gpm.
- b. For other developments, see the Vallejo Water System Master Plan, 1985, prepared by Kennedy Jenks and its latest update by Brown Caldwell dated April 1996.

3. Prior to improvement plan approval and building permit issuance, hydraulic calculations shall be submitted to the Water Superintendent demonstrating that the fire flow requirements are complied with.

4. Fire hydrant placement and fire sprinkler system installation, if any, shall meet the fire requirements of the Fire Department. For combined water and fire services, the requirements of both the Fire Department and the Vallejo Water System Master Plan, with the latest revisions, shall be satisfied.

5. Easements shall be granted for all water system improvements installed outside the public right-of-way in the City's Standard Form for Grant of Water Line Easement with the following widths:

- a. 15 feet wide (minimum) for water mains
- b. 10 feet wide (minimum) for fire hydrants, water meters, backflow preventers, double detector check valves, etc.
- c. Other facilities will be reviewed by the Water Division.

6. Water service shall be provided by the City of Vallejo following completion of the required water system improvements and payment of applicable fees. Performance and payment bonds shall be provided to the City of Vallejo prior to construction of water system improvements. Fees include those fees specified in the Vallejo Municipal Code including connection and elevated storage fees, etc., and fees for tapping, tie-ins, inspections, disinfection, construction water, and other services provided by the City with respect to the water system improvements. The Water Division may be contacted for a description of applicable fees.

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

### **GENERAL CONDITION**

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

### **APPEAL PROCEDURE**

The applicant or any party adversely affected by a decision of the Planning Commission may within ten days after the rendition of the decision of the Planning Commission appeal in writing to the City Council by filing a written appeal with the City Clerk and Planning Division. Such written appeal shall state the reason or reasons for the appeal and why the applicant believes he or she is adversely affected by the decision of the Planning Commission. Such appeal shall not be timely filed unless it is actually received by the City Clerk or designee no later than the close of business on the tenth calendar day after the rendition of the decision by the Planning Commission. If such date falls on a weekend or City holiday, then the deadline shall be extended until the next regular business day.

### **EXPIRATION**

Approval of a unit plan shall expire automatically thirty-six months after approval of the master plan unless authorized construction has commenced prior to the expiration date; however, after this thirty-six month period, if said authorized construction has commenced, the unit plan shall expire upon expiration of the building permits.



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- 3 SECOND FLOOR PLAN
- 4 THIRD FLOOR PLAN
- 5 EXTERIOR ELEVATIONS
- 6 EXTERIOR ELEVATIONS
- 7 BUILDING SECTIONS

**TOURO UNIVERSITY**  
**CANCER TREATMENT CENTER**  
PRELIMINARY DESIGN    OCTOBER 15, 2007



TOURO UNIVERSITY  
1155 EAST 61ST STREET  
BRONX, NY 10431  
718.583.1000



ZONING TABLE	
LOCATION:	REUSE AREA 1A, MARE ISLAND, CITY OF VALLEJO, CA
ZONING:	REUSE AREA 1A, MARE ISLAND, CITY OF VALLEJO, CA (MARE ISLAND USE PLANNED DEVELOPMENT) PROPOSED RESEARCH & DEVELOPMENT FACILITY - REIMPOSED
TOTAL ACREAGE	PROPOSED REUSE AREA 1A, 129.9 AC (TOTAL MARE ISLAND PARCEL, 134.4 AC) PARCELS: VV-447 & OFF SITE-23.9 AC
FRONT YARD SETBACK	17.5'
SIDE YARD SETBACK	7.5'
REAR YARD SETBACK	89.5'
LOT COVERAGE (BUILDINGS)	10% UNIMPAVED PARKING (MINIMUM 10% PARKING)
FLOOR AREA RATIO	0.15
STREET FRONTAGE	3,348 SF
BUILDING SQUARE FOOTAGE	124,790 SQ. FT.
BUILDING HEIGHT	65'3" STORY
LOT DEPTH	190.52'

PARKING REQUIREMENTS		
FLOOR AREA	CITY REQUIREMENT	TOTAL REQUIRED
1 66,746 SF	1 SPA/100 SF	247 SPACES
2 23,719 SF	1 SPA/100 SF	68 SPACES
3 34,319 SF	1 SPA/100 SF	98 SPACES
TOTALS	124,790 SF	413 SPACES REQUIRED
444 SPACES PROVIDED IN PARKING STRUCTURE		
MINIMUM STALL SIZE:	9' X 18' REQUIRED	9' X 18' PROVIDED
MINIMUM AISLE WIDTH (PARKING STALLS):	20' REQUIRED	20' PROVIDED
MINIMUM PARKING SETBACK:	45' PROVIDED	45' PROVIDED
MINIMUM AISLE WIDTH (2 WAY DRIVEWAY):	20' REQUIRED	20' PROVIDED

**OWNER:**  
CITY OF VALLEJO  
1000 UNIVERSITY CANAL STREET  
VALLEJO, CA 94592  
PHONE: 707/446-4444  
FAX: 707/446-4444  
CONTACT: DAVID WELTON

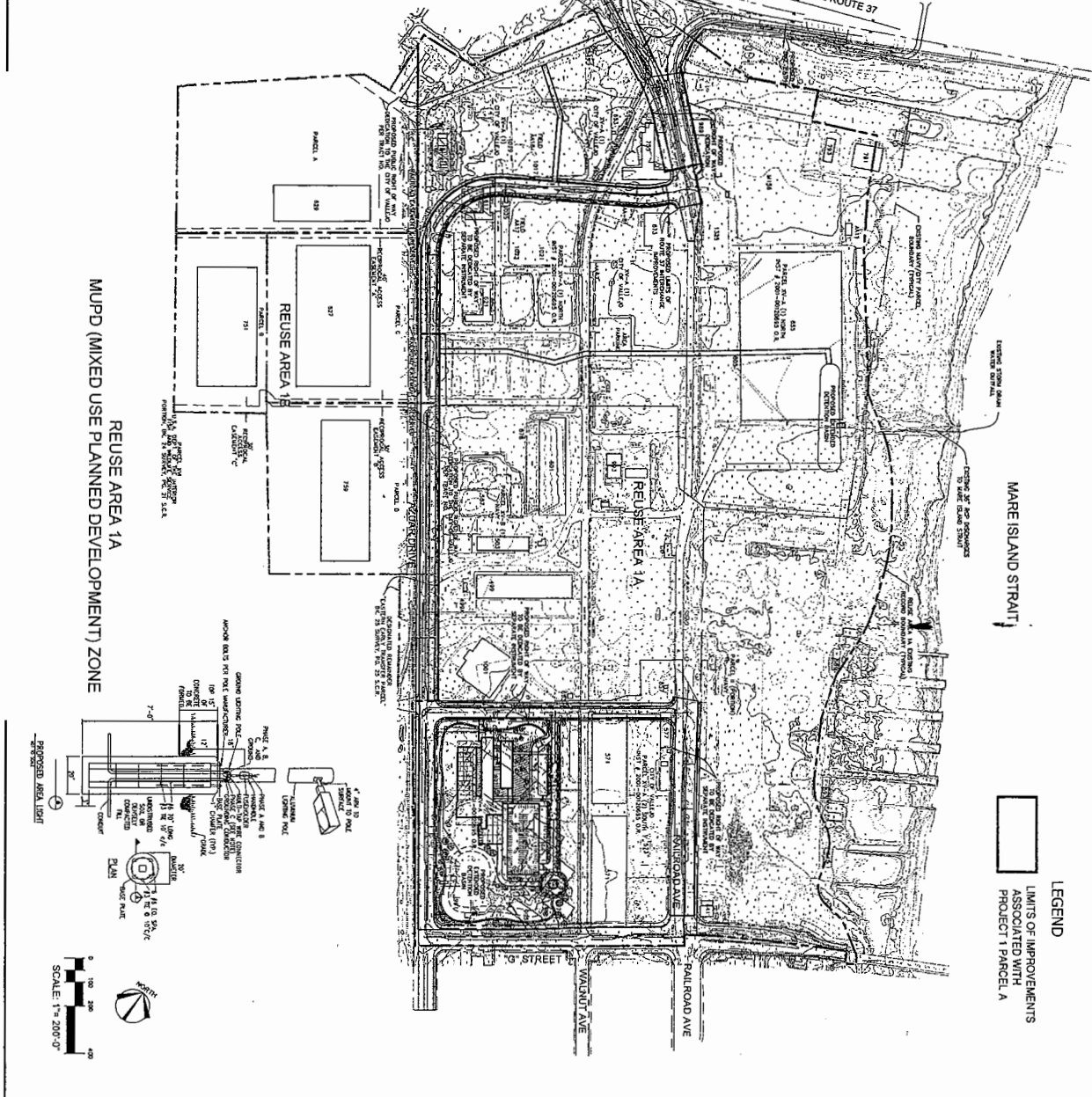
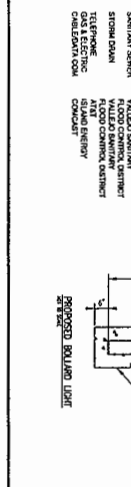
**APPLICANT:**  
TOUR UNIVERSITY CANAL LLC  
1000 UNIVERSITY CANAL STREET  
VALLEJO, CA 94592  
PHONE: 707/446-4444  
FAX: 707/446-4444  
CONTACT: HEATHER M. MORGAN, P.E.

**CIVIL ENGINEER:**  
ARCADIS U.S., INC.  
1000 UNIVERSITY CANAL WAY  
VALLEJO, CA 94592  
PHONE: 707/446-4444  
FAX: 707/446-4444  
CONTACT: HEATHER M. MORGAN, P.E.

**UTILITIES:**  
CITY OF VALLEJO  
WATER DEPARTMENT  
FLOOD CONTROL DISTRICT  
SEWER DEPARTMENT  
ELECTRICITY DEPARTMENT  
TELEPHONE DEPARTMENT  
CONTACT: [REDACTED]

**PLAN REFERENCE NOTES:**

1. PARCEL 1A, A SUBPARCEL OF THE LARGER TRACT, IS BOUND TO THE EAST BY THE CITY OF VALLEJO, TO THE WEST BY THE CITY OF VALLEJO, TO THE SOUTH BY THE CITY OF VALLEJO, AND TO THE NORTH BY THE CITY OF VALLEJO.
2. THE CITY OF VALLEJO HAS REVIEWED THE LAYOUT PLAN, AND HAS GRANTED A PERMIT TO THE CITY OF VALLEJO TO CONDUCT A SURVEY OF THE TRACT.
3. THE CITY OF VALLEJO HAS REVIEWED THE LAYOUT PLAN, AND HAS GRANTED A PERMIT TO THE CITY OF VALLEJO TO CONDUCT A SURVEY OF THE TRACT.
4. THE CITY OF VALLEJO HAS REVIEWED THE LAYOUT PLAN, AND HAS GRANTED A PERMIT TO THE CITY OF VALLEJO TO CONDUCT A SURVEY OF THE TRACT.
5. THE CITY OF VALLEJO HAS REVIEWED THE LAYOUT PLAN, AND HAS GRANTED A PERMIT TO THE CITY OF VALLEJO TO CONDUCT A SURVEY OF THE TRACT.
6. THE CITY OF VALLEJO HAS REVIEWED THE LAYOUT PLAN, AND HAS GRANTED A PERMIT TO THE CITY OF VALLEJO TO CONDUCT A SURVEY OF THE TRACT.
7. THE CITY OF VALLEJO HAS REVIEWED THE LAYOUT PLAN, AND HAS GRANTED A PERMIT TO THE CITY OF VALLEJO TO CONDUCT A SURVEY OF THE TRACT.
8. THE CITY OF VALLEJO HAS REVIEWED THE LAYOUT PLAN, AND HAS GRANTED A PERMIT TO THE CITY OF VALLEJO TO CONDUCT A SURVEY OF THE TRACT.
9. THE CITY OF VALLEJO HAS REVIEWED THE LAYOUT PLAN, AND HAS GRANTED A PERMIT TO THE CITY OF VALLEJO TO CONDUCT A SURVEY OF THE TRACT.
10. THE CITY OF VALLEJO HAS REVIEWED THE LAYOUT PLAN, AND HAS GRANTED A PERMIT TO THE CITY OF VALLEJO TO CONDUCT A SURVEY OF THE TRACT.



DATE	MARK	REVISIONS
01/15/09	1	REVISED PER CITY REVIEW LETTER
02/25/09	2	REVISED PER CITY REVIEW LETTER

**ARCADIS**  
1925 Palomar Oaks Way, Suite 105  
Carlsbad, California 92008  
Tel: 760-431-2263 Fax: 760-431-2283

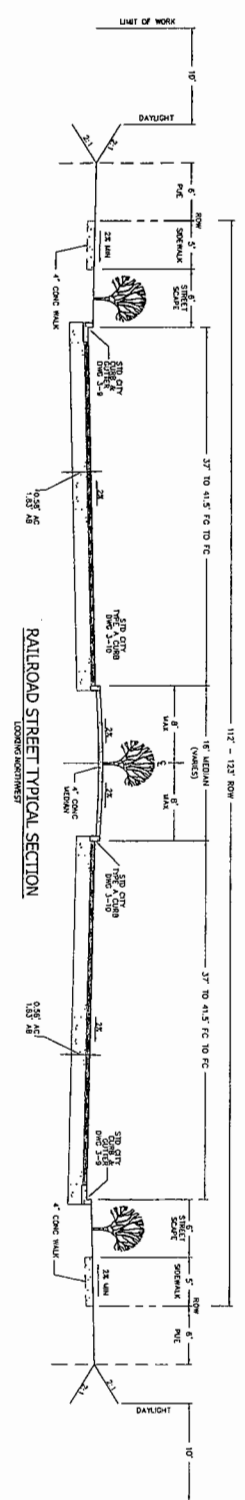
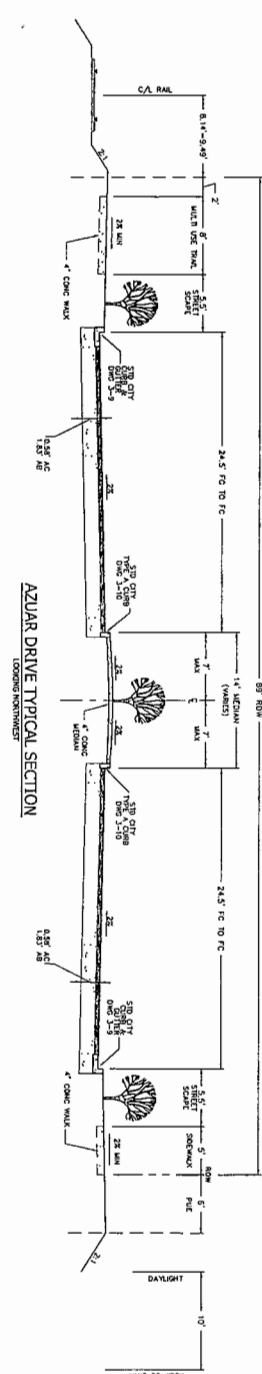
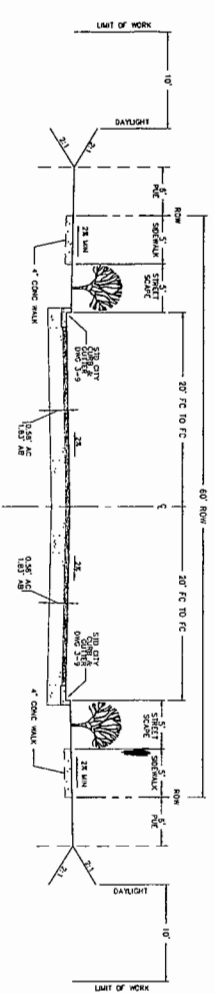
**AREA OF IMPROVEMENTS**  
TOUR UNIVERSITY CANAL RESEARCH & TREATMENT CENTER UNIT PLAN  
PARCEL XV-4(1), REUSE AREA 1A, MARE ISLAND, CITY OF VALLEJO, SOLANO COUNTY, CA

**PROJECT:** C-2  
**SCALE:** 1" = 200'-0"  
**DATE:** 12/20/07  
**BY:** [REDACTED]  
**CHECKED BY:** [REDACTED]  
**APPROVED BY:** [REDACTED]

ADDITIONAL ACCURACY RESTRICTIONS TO ROAD  
 DESIGN AND CONSTRUCTION PRACTICES SHALL BE REFERRED TO  
 CITY OF VALLEJO  
 REGULATIONS AND STANDARD SPECIFICATIONS  
 FOR  
 PUBLIC IMPROVEMENTS  
 PREPARED AND ISSUED BY  
 CHINA I. GONZALEZ  
 PROJECT ENGINEER  
 AUGUST 25, 1982

THIS TABLE INDICATES MOST, BUT NOT ALL, OF THE  
 APPLICABLE DETAILS PERTAINING TO THIS PROJECT.  
 CONTRACTOR SHALL CONSULT THE STANDARD SPECIFICATIONS  
 AND APPLY THEM AT APPROPRIATE INSTALLATION LOCATIONS  
 THROUGHOUT PROJECT. CONTACT CIVIL ENGINEER FOR  
 ADDITIONAL INSTRUCTIONS IF DISCREPANCIES ARISE.

STREET CONSTRUCTION	WATER SYSTEMS	SEWERAGE	PUBLIC UTILITIES
5-2	4-1	5-1	5-1
5-3	4-2	5-2	5-2
5-4	4-3	5-3	5-3
5-5	4-4	5-4	5-4
5-6	4-5	5-5	5-5
5-7	4-6	5-6	5-6
5-8	4-7	5-7	5-7
5-9	4-8	5-8	5-8
5-10	4-9	5-9	5-9
5-11	4-10	5-10	5-10
5-12	4-11	5-11	5-11
5-13	4-12	5-12	5-12
5-14	4-13	5-13	5-13
5-15	4-14	5-14	5-14
5-16	4-15	5-15	5-15
5-17	4-16	5-16	5-16
5-18	4-17	5-17	5-17
5-19	4-18	5-18	5-18
5-20	4-19	5-19	5-19
5-21	4-20	5-20	5-20
5-22	4-21	5-21	5-21
5-23	4-22	5-22	5-22
5-24	4-23	5-23	5-23
5-25	4-24	5-24	5-24
5-26	4-25	5-25	5-25
5-27	4-26	5-26	5-26
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5-29	4-28	5-28	5-28
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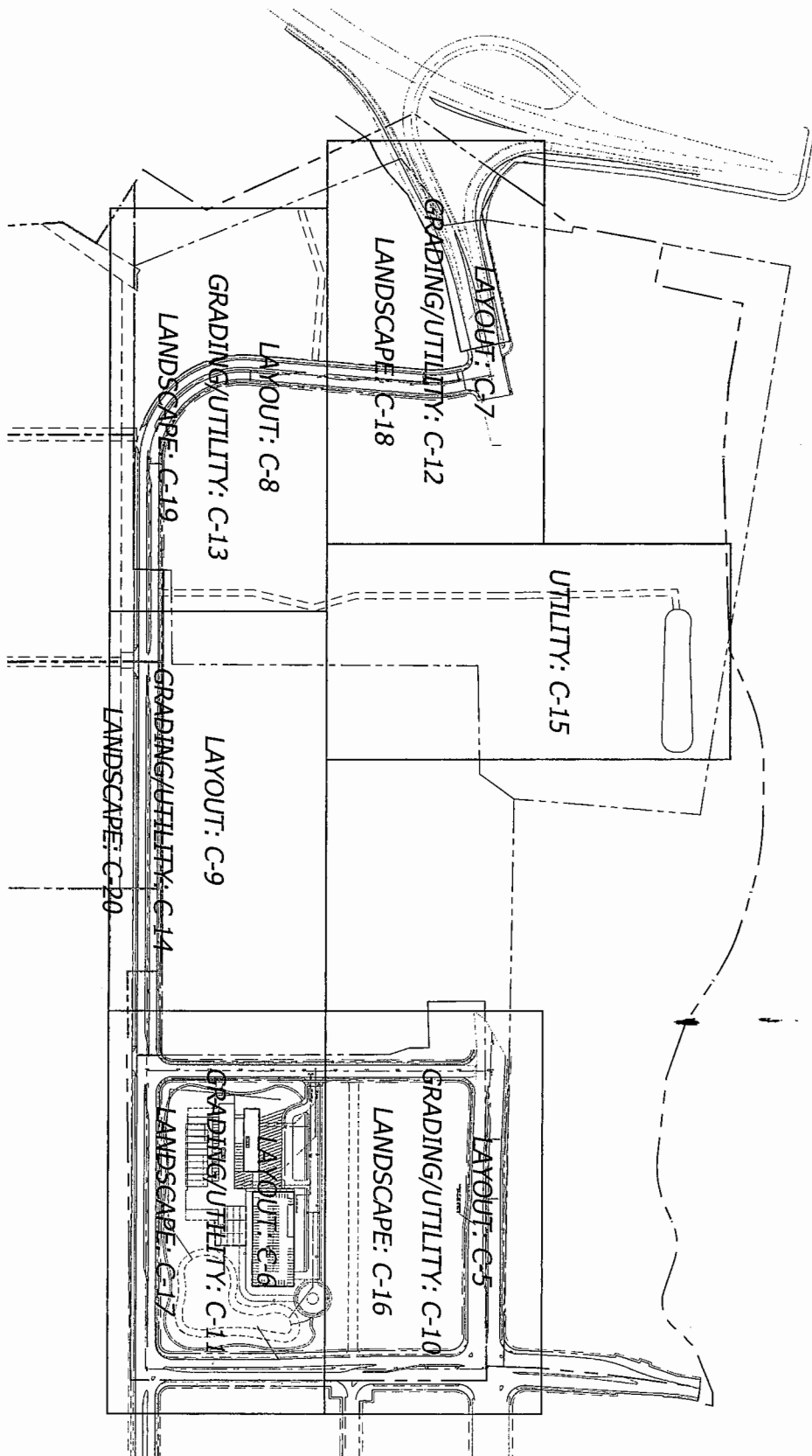
DATE	MARK	REVISIONS
01/15/08	1	REVISED PER CITY REVIEW LETTER
02/25/08	2	REVISED PER CITY REVIEW LETTER



**ARCADIS**  
 1925 Palomar Oaks Way, Suite 105  
 Carlsbad, California 92008  
 Tel. 760.431.2263 Fax 760.431.2283

FOUND UNIVERSITY CANCER RESEARCH & TREATMENT CENTER  
 UNIT PLAN  
**TYPICAL SECTIONS**  
 PARCEL XV-A(2), REUSE AREA 1A, MARE ISLAND, CITY OF VALLEJO, SOLANO COUNTY, CA

PROJECT: FOUND UNIVERSITY CANCER RESEARCH & TREATMENT CENTER UNIT PLAN  
 DRAWING NO: C-030171-0005  
 DATE: 12/20/07  
 SCALE: NOT TO SCALE  
 SHEET: 3 OF 31 SHEETS  
 C-3

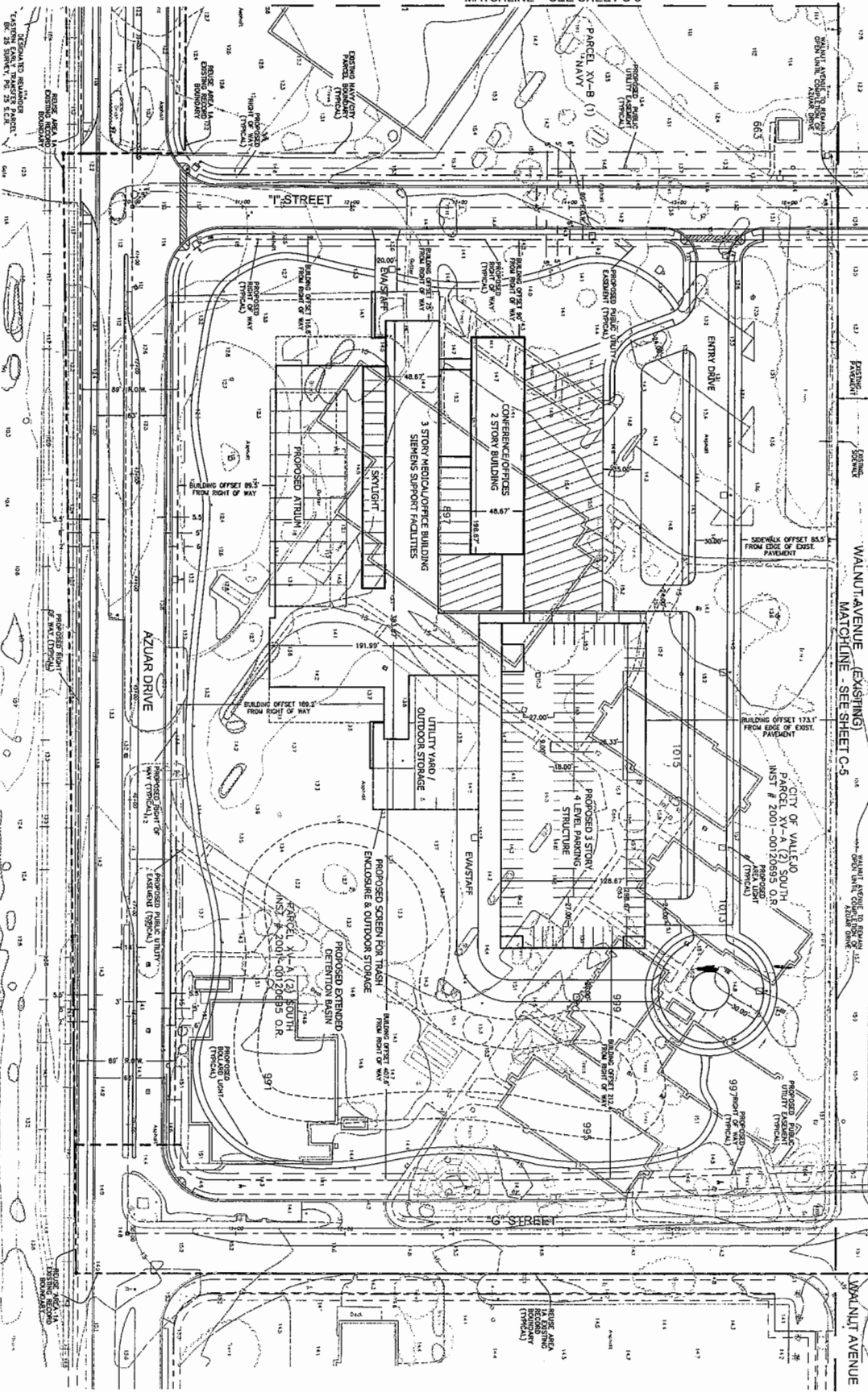


TOUR UNIVERSITY CANCER RESEARCH & TREATMENT CENTER UNIT PLAN		 1525 Palomar Oaks Way, Suite 105 Carlsbad, California 92008 Tel. 760.431.2263 Fax 760.431.2283		DATE	MARK	REVISIONS
<b>SHEET INDEX</b> PARCEL XV-421, REUSE AREA 1A, MARE ISLAND, CITY OF VALLEJO, SOLANO COUNTY, CA				01/20/08	1	REVISED PER 01/15/08 CITY REVIEW LETTER
PROJECT 12/28/07 1" = 150' SHEET # 4 OF 21 SHEETS 07/08/08/08				02/25/08	2	REVISED PER 02/25/08 CITY REVIEW LETTER





MATCHLINE - SEE SHEET C-9



WALNUT AVENUE (EXISTING)  
MATCHLINE - SEE SHEET C-5

WALNUT AVENUE



TOURO UNIVERSITY CANCER RESEARCH & TREATMENT CENTER  
UNIT PLAN

**SITE LAYOUT PLANS**

PARCEL XV-A(2), REUSE AREA 1A, IARE ISLAND, CITY OF VALLEJO, SOLANO COUNTY, CA



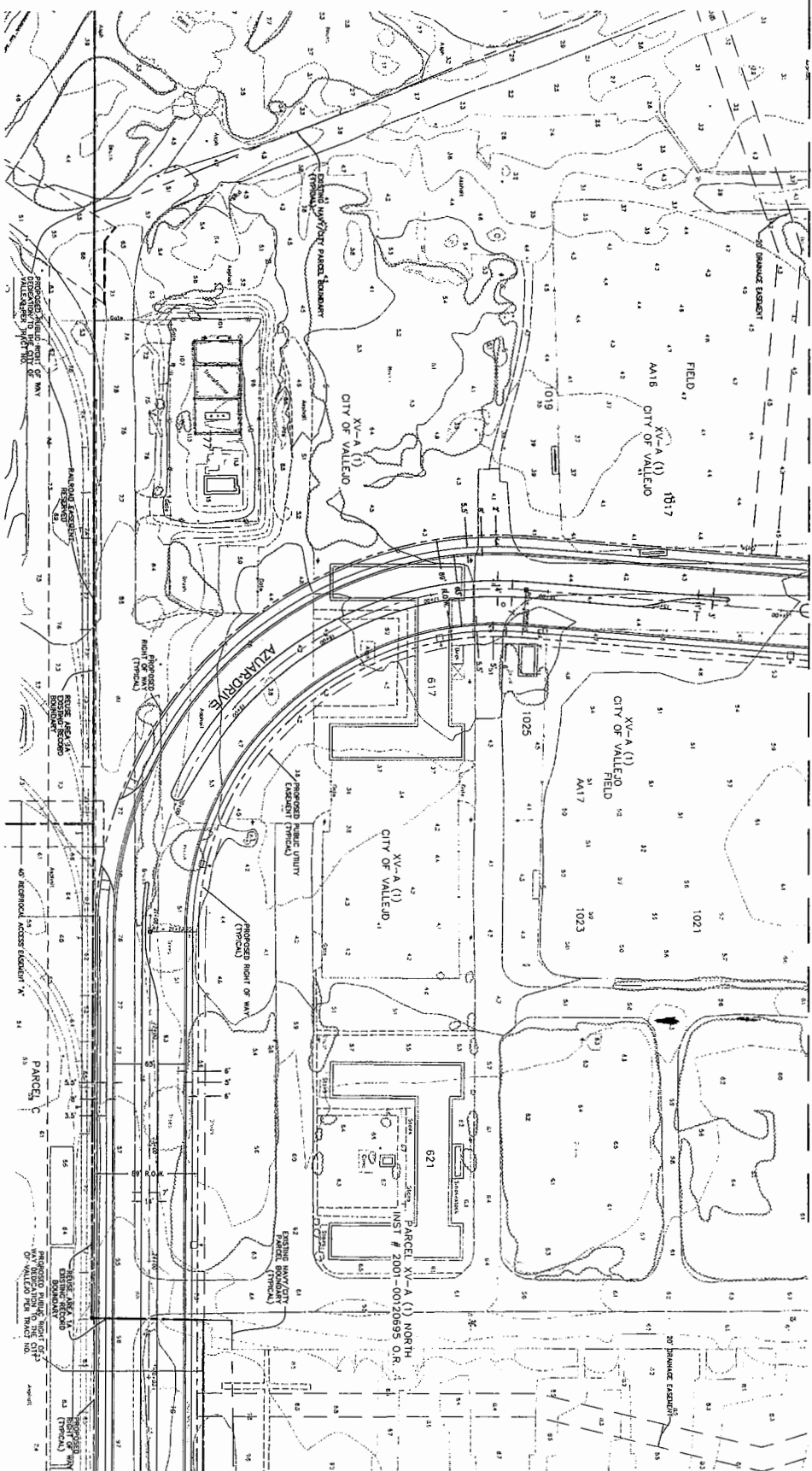
1925 Palomar Oaks Way, Suite 105  
Carlsbad, California 92008  
Tel. 760.431.2263 Fax 760.431.2283



DATE	MARK	REVISIONS
01/15/08	1	REVISED PER 01/15/08 CITY REVIEW LETTER
02/25/08	2	REVISED PER 02/25/08 CITY REVIEW LETTER

DATE	01/15/08
BY	SA/JS
CHECKED	SA/IC
DATE	12/20/07
BY	1-1-07
SCALE	1"=40'
SHEET	8
OF	21 SHEETS
PROJECT	C-6
DATE PLOTTED	01/15/08





MATCHLINE - SEE SHEET C-9

**SITE LAYOUT PLANS**

PARCEL XV-A(1), REUSE AREA 1A, MARIE ISLAND, CITY OF VALLEJO, SOLANO COUNTY, CA

**ARCADIS**  
 1925 Palmer Oaks Way, Suite 105  
 Carlsbad, California 92008  
 Tel. 760.431.2263 Fax 760.431.2283



DATE	MARK	REVISIONS
01/15/08	1	REVISED PER CITY REVIEW LETTER
02/25/08	2	REVISED PER CITY REVIEW LETTER



PROJECT #	CAD000712-0006
DATE	08/08/08
DESIGNED BY	39/AC
CHECKED BY	39/AC
DATE	08/08/08
SCALE	1" = 40'
SHEET #	C-8
TOTAL SHEETS	48

MATCHLINE - SEE SHEET C-8



MATCHLINE - SEE SHEET C-6

TOURO UNIVERSITY CANCER RESEARCH & TREATMENT CENTER  
UNIT PLAN  
**SITE LAYOUT PLANS**

PARCEL XV-AD2, REUSE AREA 1A, MARIE ISLAND, CITY OF VALLEJO, SOLANO COUNTY, CA

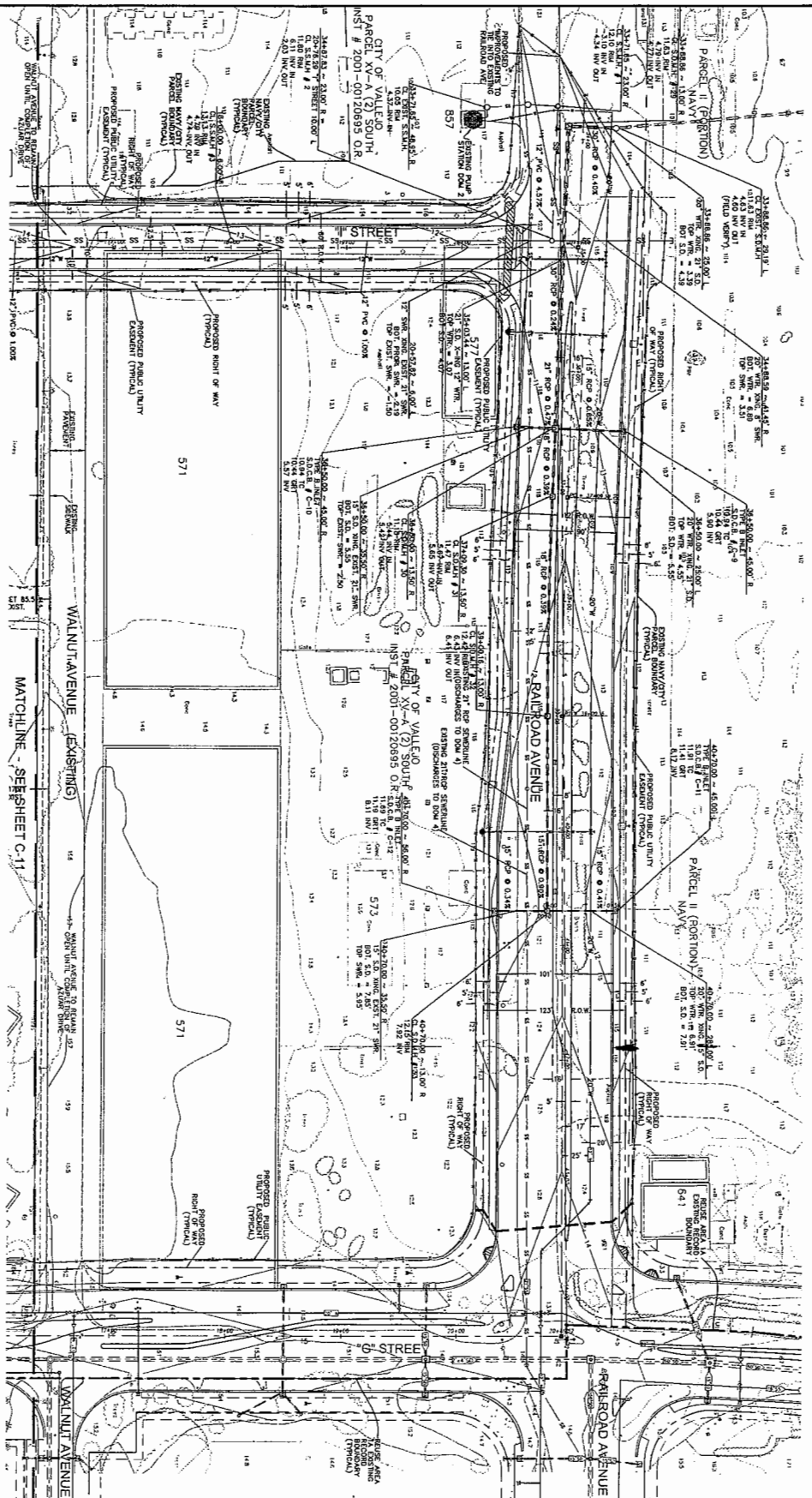
**ARCADIS**  
1935 Polmar Gas Way, Suite 105  
Carlsbad, California 92008  
Tel. 760.431.2263 Fax 760.431.2283



DATE	MARK	REVISIONS
01/15/08	1	REVISED PER 01/15/08 CITY REVIEW LETTER
02/25/08	2	REVISED PER 02/25/08 CITY REVIEW LETTER



PROJECT NO.	C-9
DATE	12/29/07
SCALE	1"=40'-0"
PROJECT	TUROU
DATE	01/15/08
SCALE	1"=40'-0"
PROJECT	TUROU
DATE	02/25/08
SCALE	1"=40'-0"
PROJECT	TUROU
DATE	01/15/08
SCALE	1"=40'-0"
PROJECT	TUROU

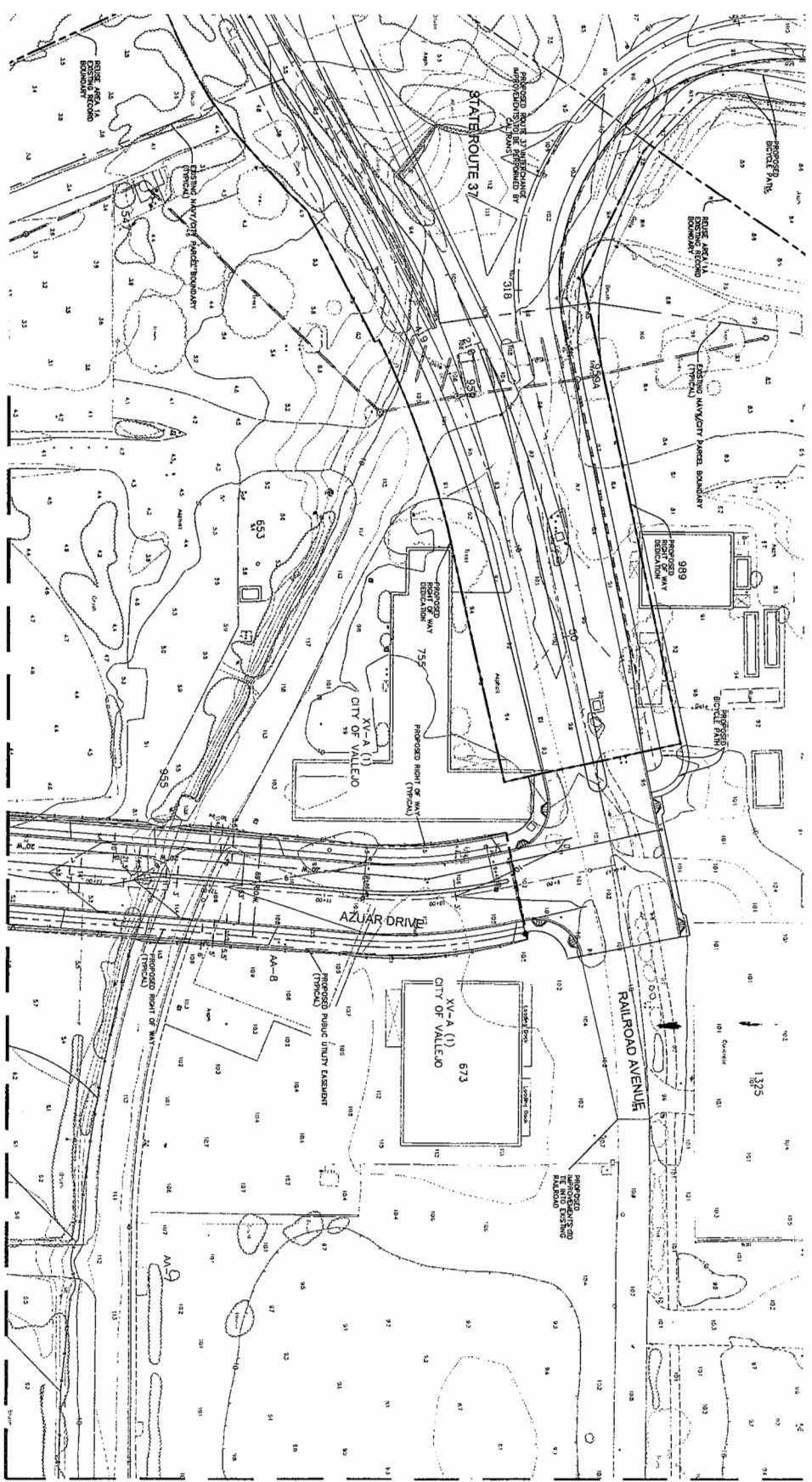


PROJECT: 1925 Palomar Oaks Way, Suite 105 Carlsbad, California 92008 Tel. 760.431.2263 Fax 760.431.2283	<b>ARCADIS</b> REGISTERED PROFESSIONAL ENGINEER STATE OF CALIFORNIA	DATE: 12/22/07	MARK: C-10	REVISIONS:
		12/22/07 1" = 40' SHEET: 10 OF 23 SHEETS CITY OF CARLSBAD	1 REVISED PER 01/15/08 CITY REVIEW LETTER	2 REVISED PER 02/25/08 CITY REVIEW LETTER

TOUR UNIVERSITY CANCER RESEARCH & TREATMENT CENTER  
 UNIT PLAN  
**SITE GRADING AND UTILITY PLANS**  
 PARCEL XV-A(2), REUSE AREA 14, MARIE ISLAND, CITY OF VALLEJO, SOLANO COUNTY, CA

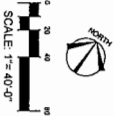
DRAWN BY: [Name]  
 CHECKED BY: [Name]  
 DATE: 12/22/07  
 SCALE: 1" = 40'  
 SHEET: 10  
 OF 23 SHEETS  
 CITY OF CARLSBAD





MATCHLINE - SEE SHEET C-13

MATCHLINE - SEE SHEET C-15



TOURO UNIVERSITY CANCER RESEARCH & TREATMENT CENTER  
 UNIT PLAN  
**SITE GRADING AND UTILITY PLANS**  
 PARCEL XV-A(2), REUSE AREA 1A, MARIE ISLAND, CITY OF VALLEJO, SOLANO COUNTY, CA

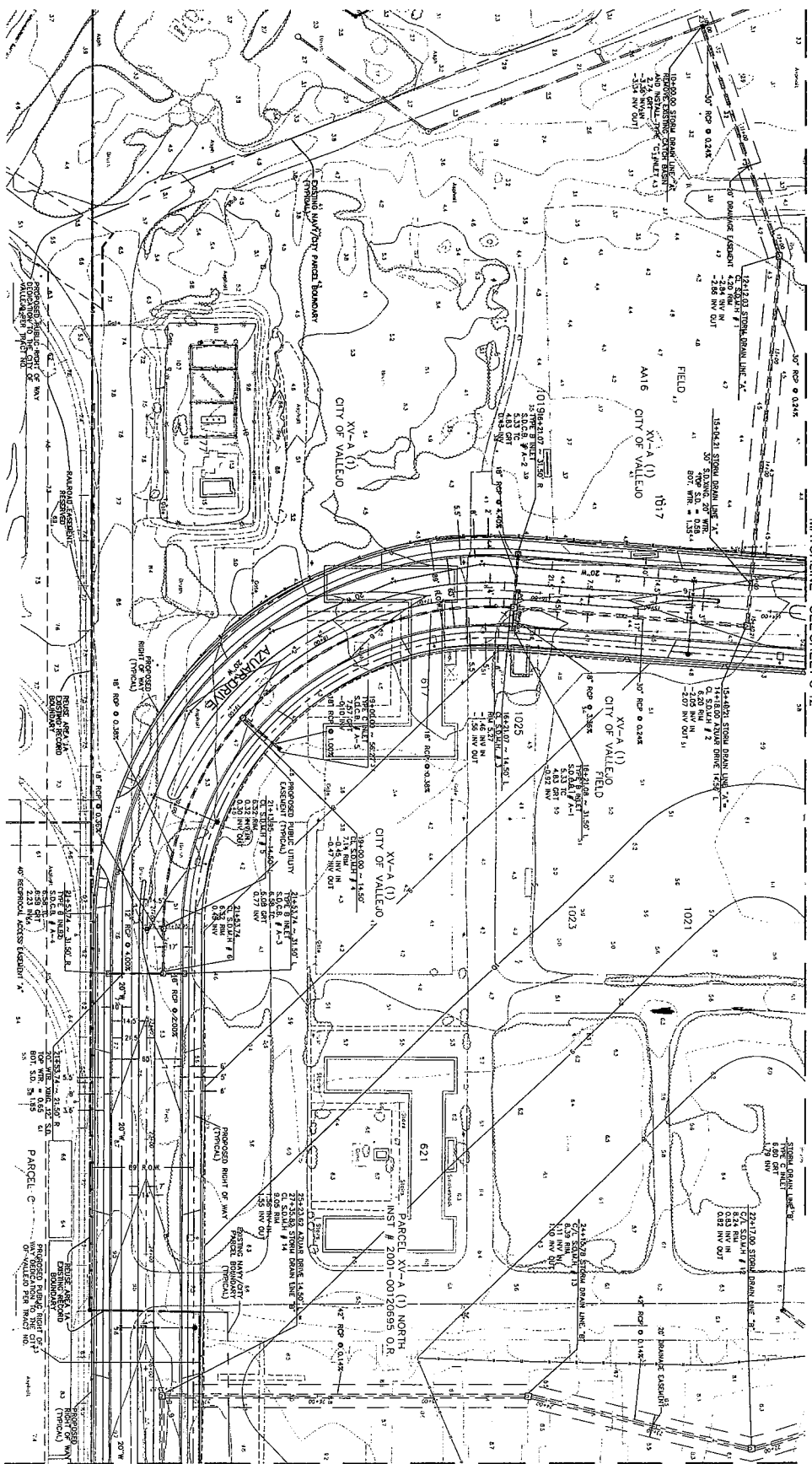
**ARCADIS**  
 1935 Palomar Oaks Way, Suite 105  
 Carlsbad, California 92008  
 Tel. 760.431.2263 Fax 760.431.2283



DATE	MARK	REVISIONS
01/15/08	1	REVISED PER 01/15/08 CITY REVIEW LETTER
02/25/08	2	REVISED PER 02/25/08 CITY REVIEW LETTER

PROJECT NO.	C-12
DATE	12/29/07
SCALE	1"=40'-0"
DRAWN BY	SB/AC
CHECKED BY	SB/AC
DATE	01/15/08
PROJECT	TOURO UNIVERSITY CANCER RESEARCH & TREATMENT CENTER
UNIT	UNIT PLAN
PARCEL	PARCEL XV-A(2), REUSE AREA 1A, MARIE ISLAND, CITY OF VALLEJO, SOLANO COUNTY, CA
DATE	01/15/08
SCALE	1"=40'-0"
DRAWN BY	SB/AC
CHECKED BY	SB/AC
DATE	01/15/08





MATCHLINE - SEE SHEET C-14

MATCHLINE - SEE SHEET C-12

**TOURO UNIVERSITY CANCER RESEARCH & TREATMENT CENTER**  
 UNIT PLAN  
**SITE GRADING AND UTILITY PLANS**  
 PARCEL XV-A(2), REUSE AREA 1A, MARE ISLAND, CITY OF VALLEJO, SOLANO COUNTY, CA

**ARCADIS**  
 1925 Piedmont Oaks Way, Suite 105  
 Colton, California 92030  
 Tel. 756.431.2263 Fax 760.431.2283

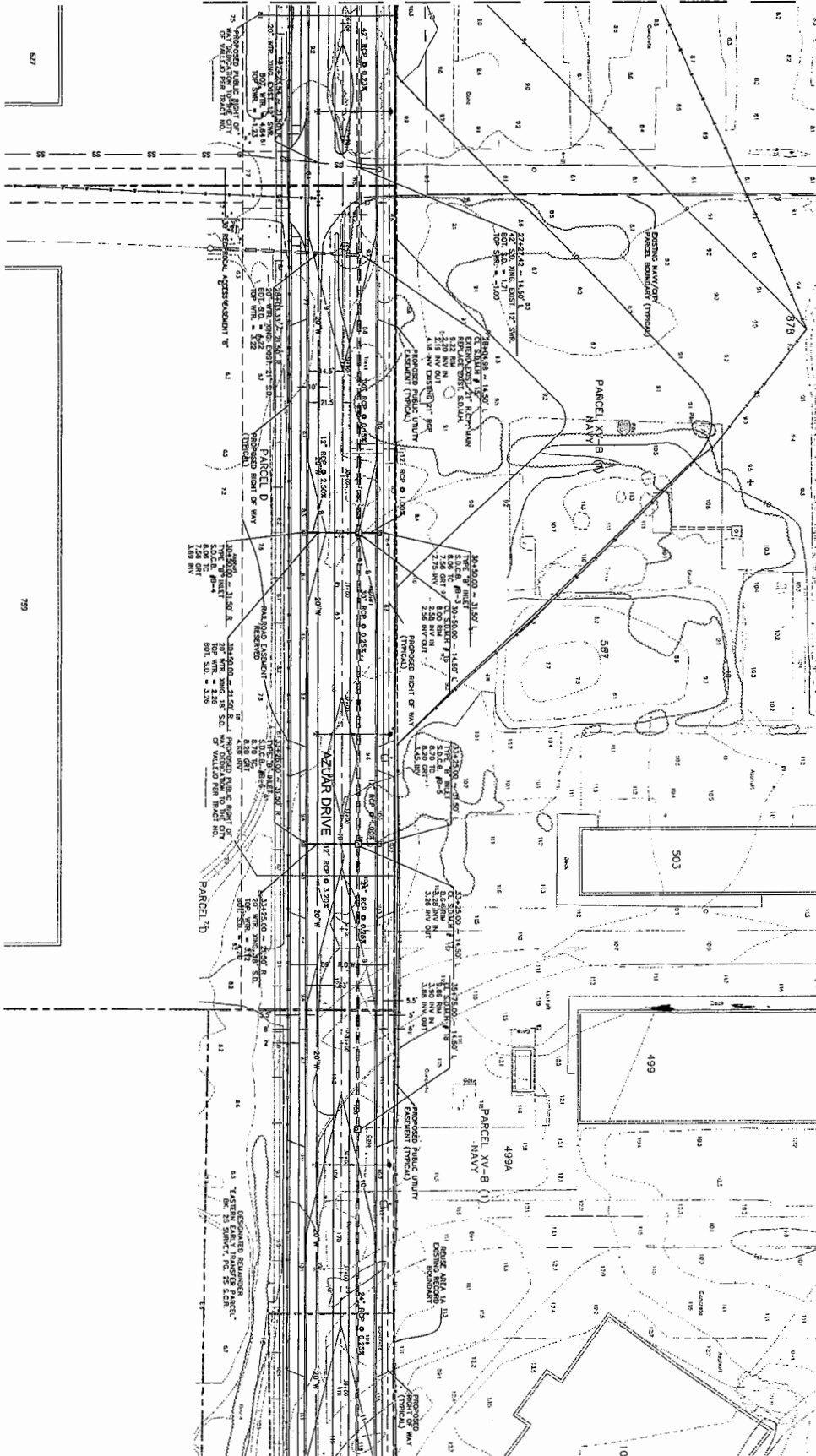


DATE	MARK	REVISIONS
01/15/08	1	REVISED PER 01/15/08 CITY REVIEW LETTER
02/25/08	2	REVISED PER 02/25/08 CITY REVIEW LETTER

**C-13**

DATE	12/29/07
SCALE	1" = 40'
CHECKED BY	MS
DESIGNED BY	SS/ALC
APP. DATE	
CONTRACT NO.	190

MATCHLINE - SEE SHEET C-13



MATCHLINE - SEE SHEET C-11



TOURO UNIVERSITY CANCER RESEARCH & TREATMENT CENTER  
 UNIT PLAN  
**SITE GRADING AND UTILITY PLANS**  
 PARCEL XV-A(D), RELISE AREA 1A, MARE ISLAND, CITY OF VALLEJO, SOLANO COUNTY, CA

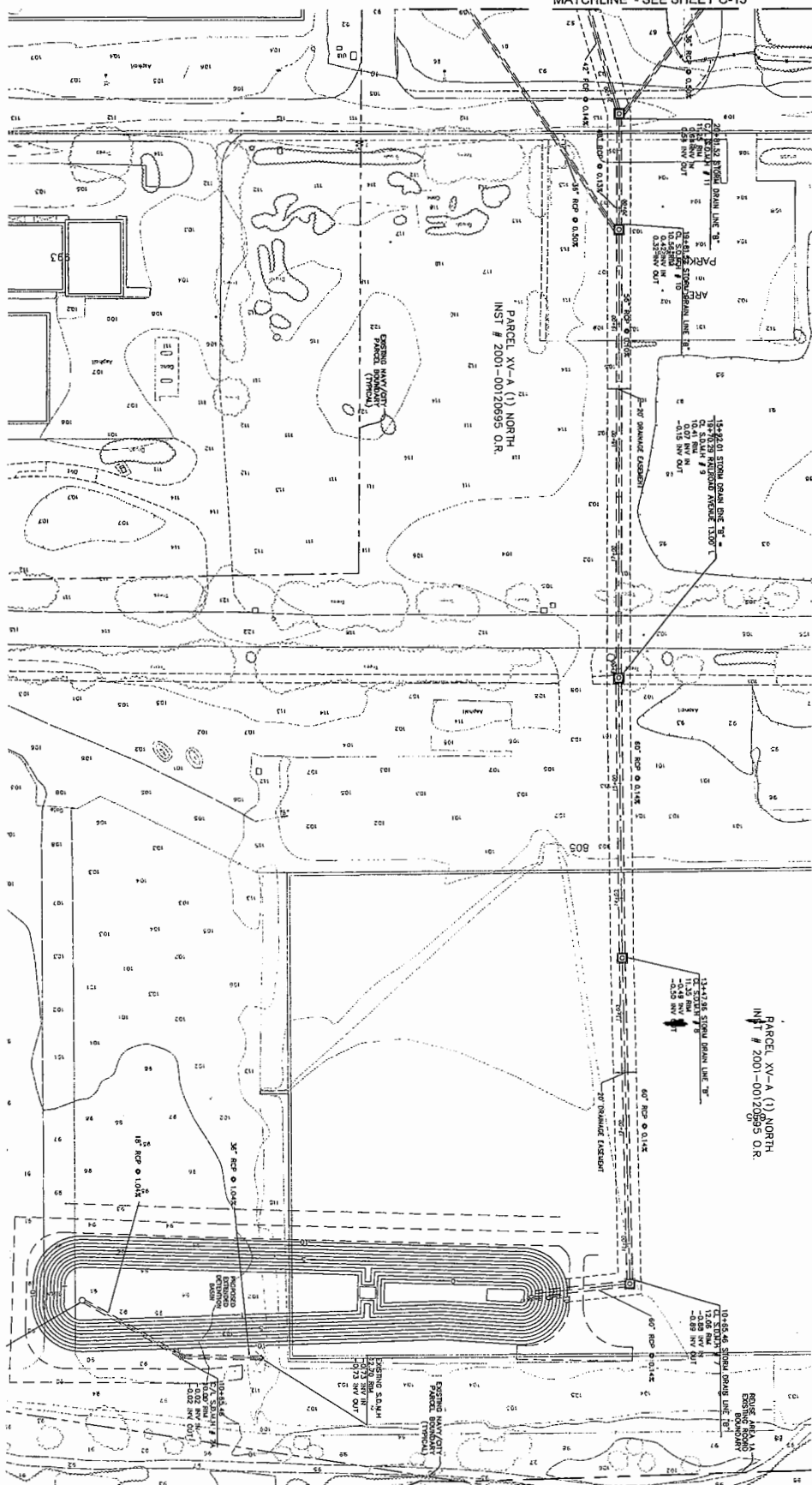
**ARCADIS**  
 1925 Falcorner Oaks Way, Suite 103  
 Carlsbad, California 92008  
 Tel. 760.431.7263 Fax 760.431.7283



DATE	MARK	REVISIONS
01/15/08	1	REVISED PER 01/15/08 CITY REVIEW LETTER
02/25/08	2	REVISED PER 02/25/08 CITY REVIEW LETTER

PROJECT NO.	0200712.0005
DATE	12/22/07
SCALE	1" = 40'
SHEET NO.	C-14
TOTAL SHEETS	23
DATE	02/25/08
BY	PK
CHECKED BY	SS/AC
DESIGNED BY	SS/AC
PROJECT NO.	0200712.0005

MATCHLINE - SEE SHEET C-13



TOURO UNIVERSITY CANCER RESEARCH & TREATMENT CENTER  
UNIT PLAN

**SITE GRADING AND UTILITY PLANS**

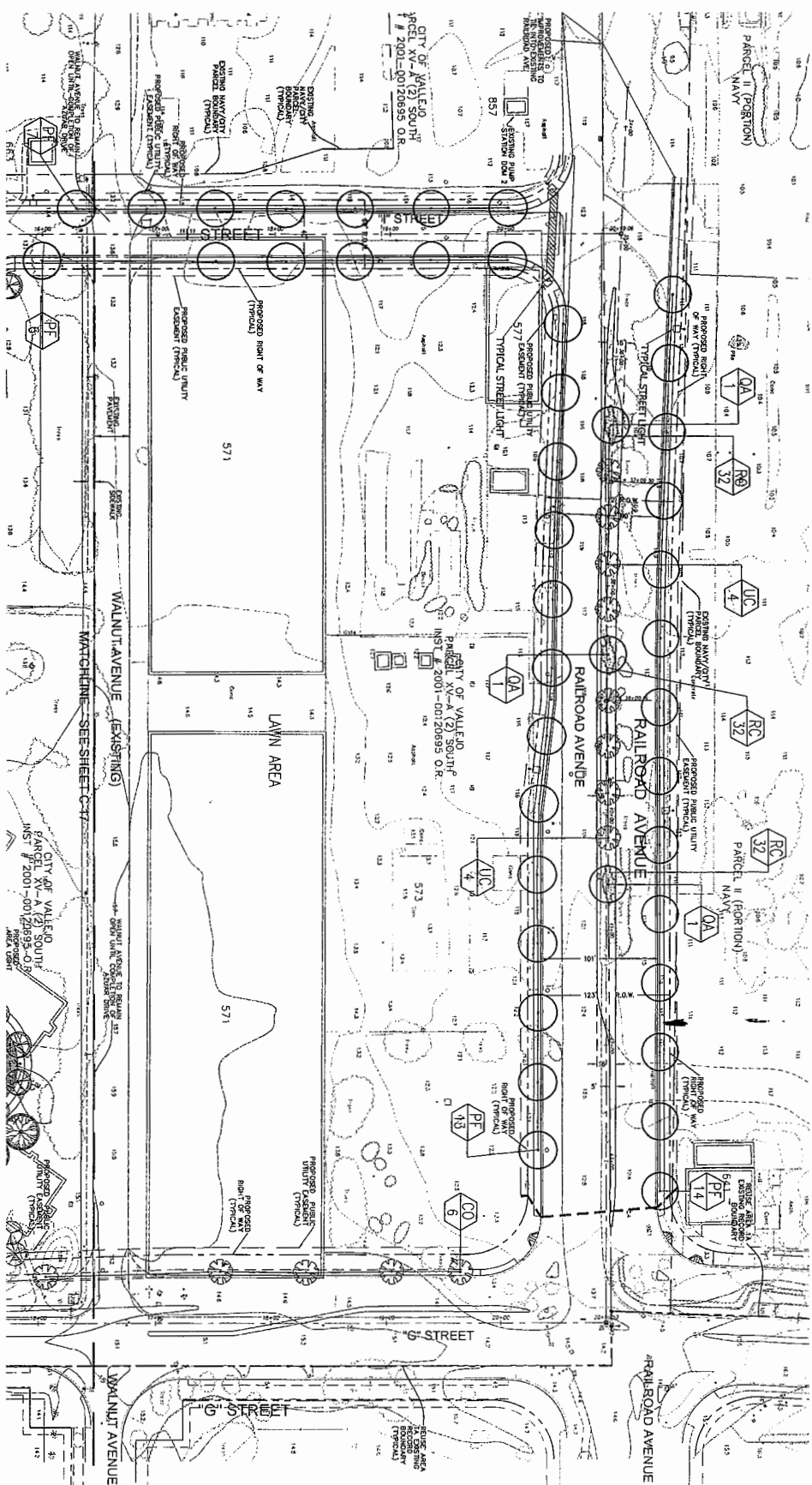
PARCEL XV-A(1), REUSE AREA 1A, MARE ISLAND, CITY OF VALLEJO, SOLANO COUNTY, CA

**ARCADIS**  
1925 Palomar Oaks Way, Suite 105  
Orland, California 94586  
Tel. 760.431.2263 Fax 760.431.2283



DATE	MARK	REVISIONS
02/25/08	1	REVISED PER 01/15/08 CITY REVIEW LETTER
02/25/08	2	REVISED PER 02/25/08 CITY REVIEW LETTER

PROJECT NO.	C-15
DATE	12/29/07
SCALE	1"=40'-0"
DRAWN BY	SS/ALC
CHECKED BY	SS/ALC
DATE	12/29/07
SCALE	1"=40'-0"
PROJECT NO.	C-15
DATE	12/29/07
SCALE	1"=40'-0"
DRAWN BY	SS/ALC
CHECKED BY	SS/ALC
DATE	12/29/07
SCALE	1"=40'-0"
PROJECT NO.	C-15
DATE	12/29/07
SCALE	1"=40'-0"
DRAWN BY	SS/ALC
CHECKED BY	SS/ALC
DATE	12/29/07
SCALE	1"=40'-0"



TOLUO UNIVERSITY CANCER RESEARCH & TREATMENT CENTER  
 UNIT PLAN  
**PELIMINARY LANDSCAPE PLAN**  
 PARCEL XV-A(1), REUSE AREA 1A, MARE ISLAND, CITY OF VALLEJO, SOLANO COUNTY, CA

**ARCADIS**  
 1925 Polmar Oaks Way, Suite 105  
 Carlsbad, California 92008  
 Tel. 760.431.2263 Fax 760.431.2283

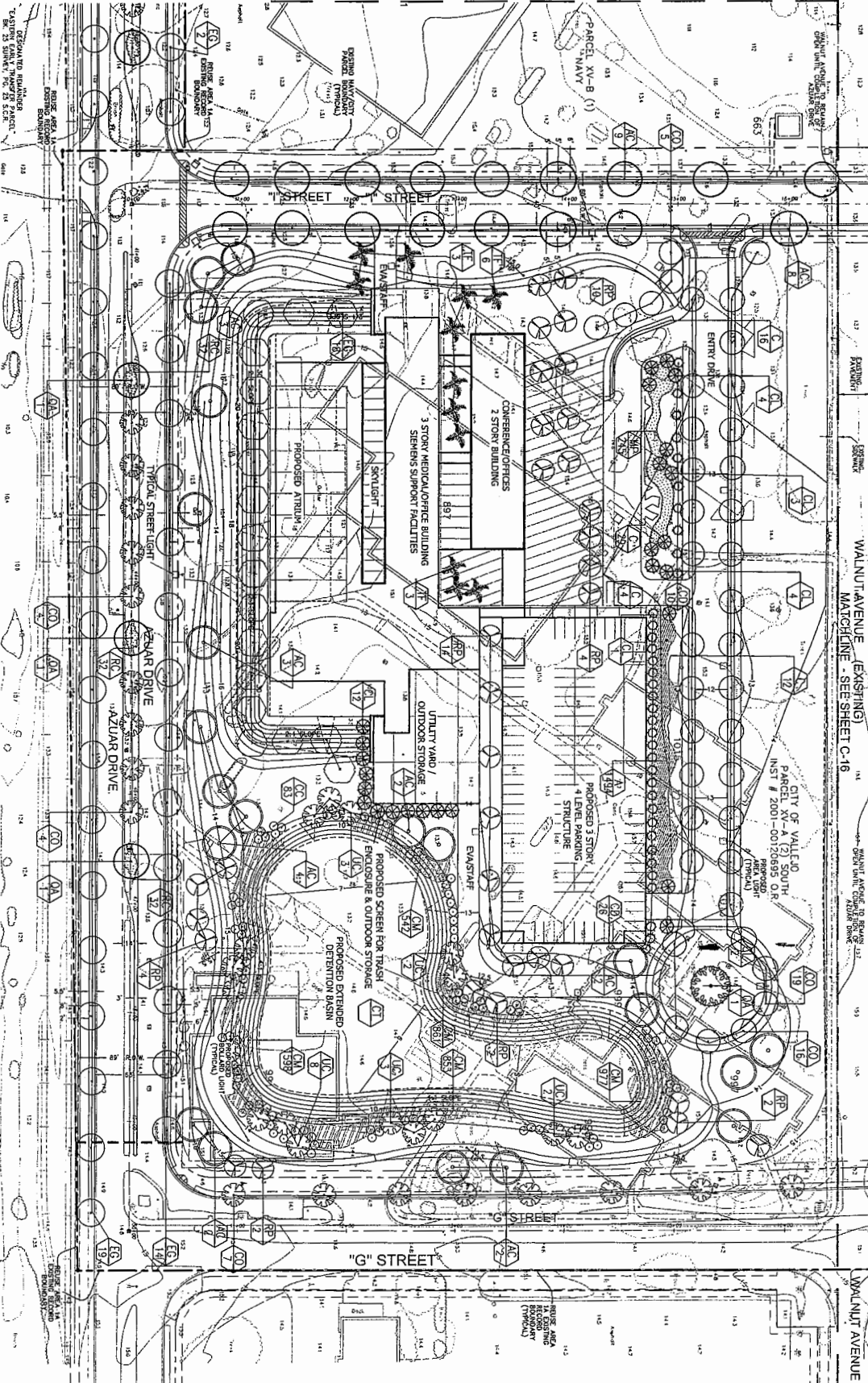


DATE	MARK	REVISIONS
01/15/08	1	REVISED PER 01/15/08 CITY REVIEW LETTER
02/25/08	2	REVISED PER 02/25/08 CITY REVIEW LETTER

NO.	DATE	BY	CHKD.	APP'D.
1	12/20/07	...	...	...
2	1/15/08	...	...	...
3	2/20/08	...	...	...

C-16  
 OF 21 SHEETS  
 CIVIL ENGINEER

MATCHLINE - SEE SHEET C-20



WALNUT AVENUE (EXISTING)  
MATCHLINE - SEE SHEET C-16

WALNUT AVENUE



Touro University Cancer Research & Treatment Center  
UNIT PLAN  
**PELIMINARY LANDSCAPE PLAN**

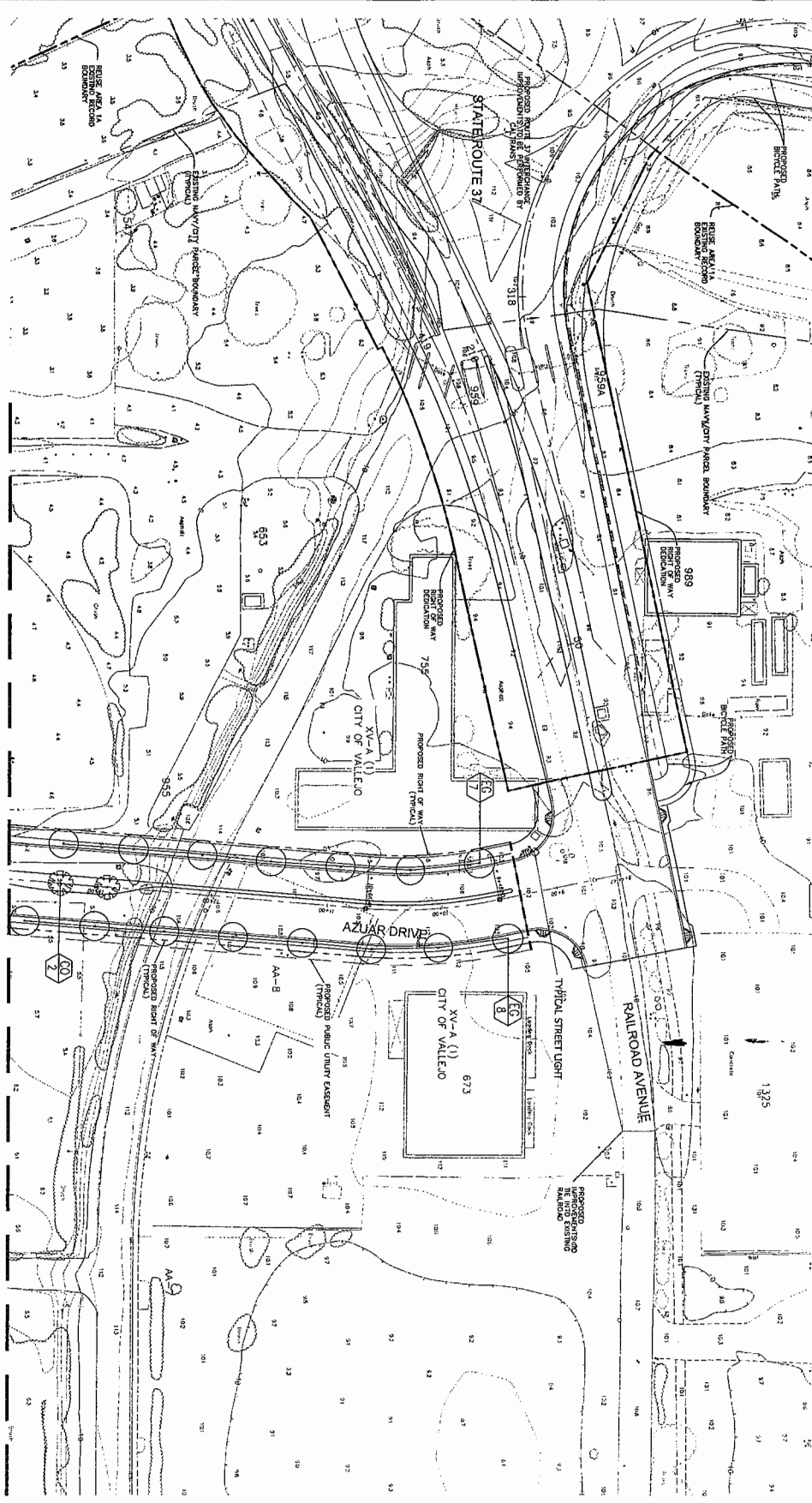
PARCEL: XV-4(D), REUSE AREA 1A, MARE ISLAND, CITY OF VALLEJO, SOLANO COUNTY, CA

**ARCADIS**  
1925 Palomar Oaks Way, Suite 105  
Carlsbad, California 92008  
Tel: 760.431.2263 Fax 760.431.2283



DATE	MARK	REVISIONS
02/15/08	1	REVISED PER 01/15/08 CITY REVIEW LETTER
02/25/08	2	REVISED PER 02/25/08 CITY REVIEW LETTER

**C-17**  
31 SHEETS  
12/29/07  
1" = 40'  
SHEET 17



MATCHLINE - SEE SHEET C-19

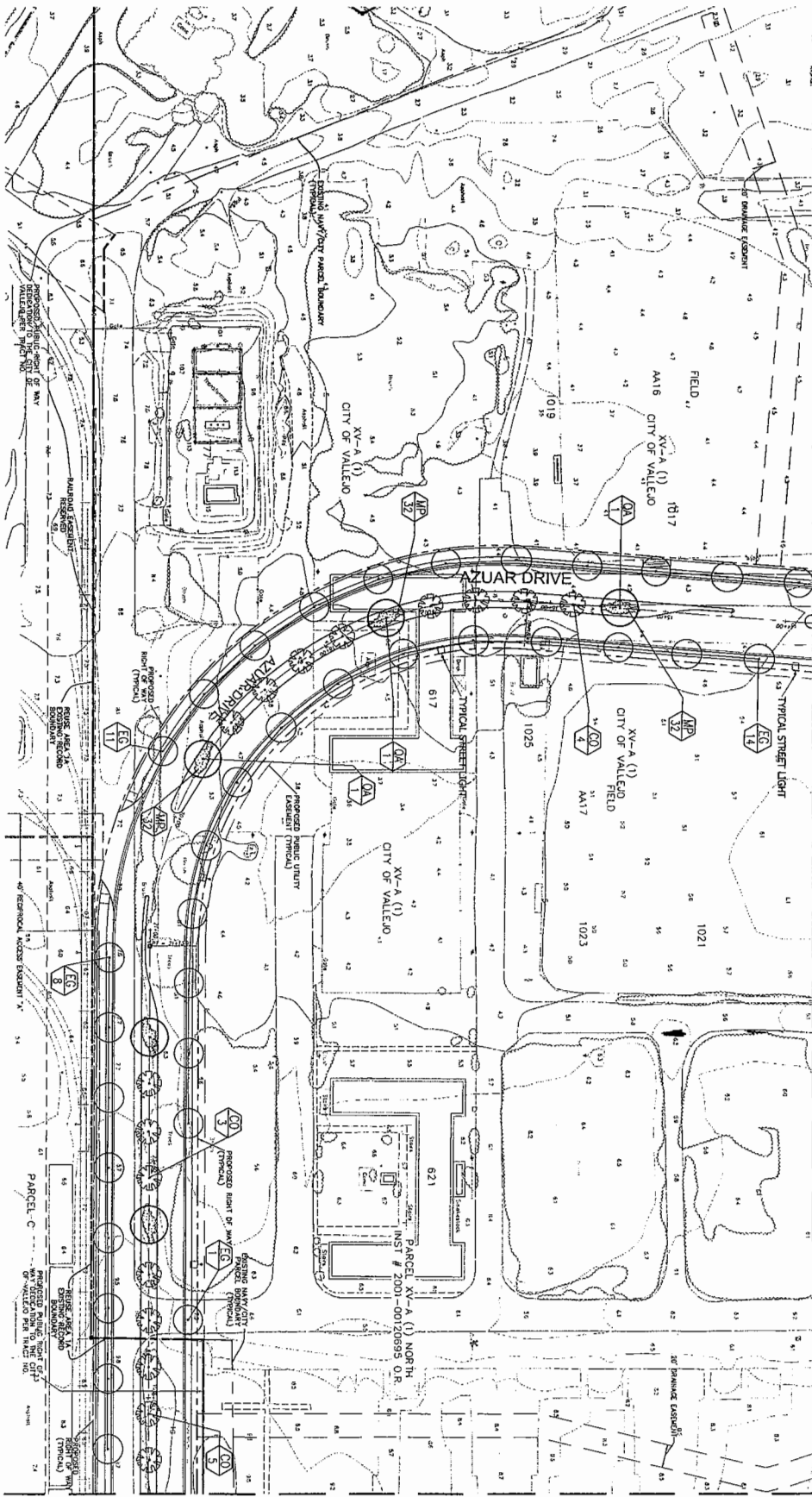
TOURO UNIVERSITY CANCER RESEARCH AND TREATMENT CENTER  
 UNIT PLAN  
**PRELIMINARY LANDSCAPE PLAN**  
 PARCEL: XV-A(2), REUSE AREA 1A, MARE ISLAND, CITY OF VALLEJO, SOLANO COUNTY, CA

**ARCADIS**  
 1925 Palomar Oaks Way, Suite 105  
 Carlsbad, California 92008  
 Tel. 760.431.2263 Fax 760.431.2283



DATE	MARK	REVISIONS
01/15/08	1	REVISED PER 01/15/08 CITY REVIEW LETTER
02/25/08	2	REVISED PER 02/25/08 CITY REVIEW LETTER

PROJECT:  
 DRAWN BY: SA/AC  
 CHECKED BY: SA/AC  
 DATE: 12/20/07  
 SCALE: 1" = 40'  
 SHEET NO: 18  
 OF 21 SHEETS  
**C-18**  
 CITY OF VALLEJO



MATCHLINE - SEE SHEET C-18

MATCHLINE - SEE SHEET C-20



TOLINO UNIVERSITY CANCER RESEARCH & TREATMENT CENTER  
UNIT PLAN  
**PRELIMINARY LANDSCAPE PLAN**

PARCEL XV-A(1), REUSE AREA 1A, MARINE ISLAND, CITY OF VALLEJO, SOLANO COUNTY, CA

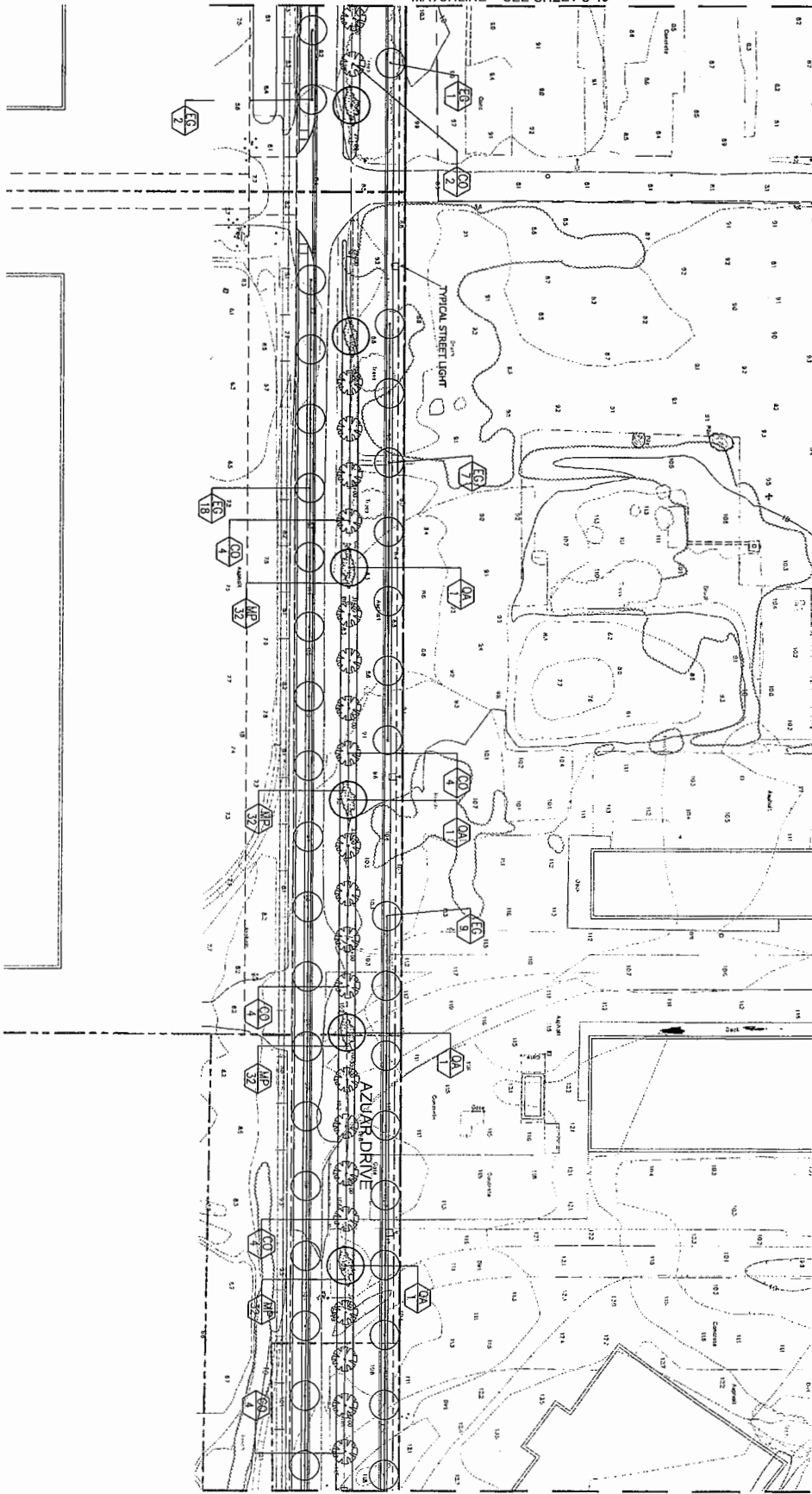
**ARCADIS**  
1925 Palomar Oaks Way, Suite 105  
Carlsbad, California 92008  
Tel. 760.431.2263 Fax 760.431.2283



DATE	MARK	REVISIONS
01/15/08	1	REVISED PER 01/15/08 CITY REVIEW LETTER
02/25/08	2	REVISED PER 02/25/08 CITY REVIEW LETTER

PROJECT NO.	C-19
DATE	12/23/07
SCALE	1" = 40'
SHEET NO.	19
TOTAL SHEETS	21
DESIGNED BY	...
DRAWN BY	...
CHECKED BY	...
DATE	01/09/08
PROJECT	TOLINO UNIVERSITY CANCER RESEARCH & TREATMENT CENTER UNIT PLAN
CLIENT	...
LOCATION	...
SCALE	1" = 40'
SHEET NO.	19
TOTAL SHEETS	21

MATCHLINE - SEE SHEET C-19



MATCHLINE - SEE SHEET C-17



TOURO UNIVERSITY CANCER RESEARCH & TREATMENT CENTER  
UNIT PLAN  
**PRELIMINARY LANDSCAPE PLANS**

PARCEL XV-A121, REUSE AREA 1A, MARIE ISLAND, CITY OF VALLEJO, SOLANO COUNTY, CA

**ARCADIS**  
1925 Palomar Oaks Way, Suite 105  
Carlsbad, California 92008  
Tel. 760.431.2263 Fax 760.431.2283



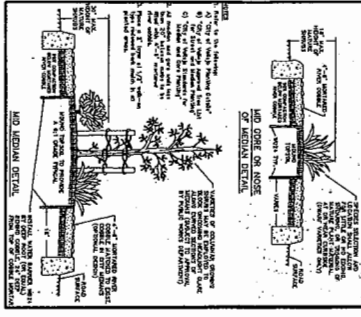
DATE	MARK	REVISIONS
02/25/08	1	REVISED PER 01/15/08 CITY REVIEW LETTER
02/25/08	2	REVISED PER 02/25/08 CITY REVIEW LETTER

PROJECT:  
DRAWN BY: S9/AC  
CHECKED BY: S9/AC  
DATE: 12/20/07  
SCALE: 1"=40'  
SHEET NO: 20  
TOTAL SHEETS: 21

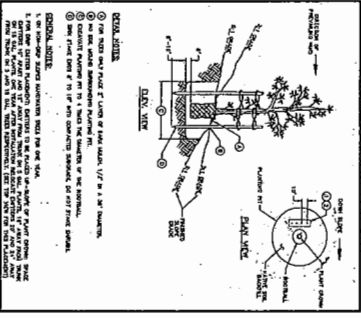


Key	BOTANICAL NAME	COMMON NAME	QUANTITY	CALIBER	HEIGHT	SPREAD	ROOT	COMMENT
<b>TREES</b>								
QA	Quercus agrifolia	California Live Oak	12	3 1/2"	14-18'	—	B-B	
EG	Eucalyptus sp.	Eucalyptus (Gum Tree)	139	2 1/2"	10-12'	—	B-B	
PF	Populus fremontii	Fremont Cottonwood	41	3"	14-15'	—	B-B	
AC	Aspidosiphon californica	California Bay	64	1 1/2"	8-10'	—	B-B	
UC	Ulmus californicus	Western Elm	14	1 1/2"	5-6'	—	B-B	
OD	Ostrya occidentalis	Western White Oak	12	1 1/2"	2-4'	—	B-B	
TR	Trichostema sp.	Trichostema	37	1 1/2"	2-4'	—	B-B	
RO	Rosa californica	California Rose	37	1 1/2"	2-4'	—	B-B	
<b>SHRUBS</b>								
CO	Conocarpus americanus	Summer Holly	36	—	48"	28"	CON	
C	Carolinia allamanda	Day Star	81	—	15"	20"	CON	30' O.C.
RC	Rhus californica	Coleberry	182	—	36"	24"	CON	42' O.C.
CC	Caryocarpus californica	Bush Anemone	85	—	18-24"	18-24"	CON	36' O.C.
MP	Mimulus purpureus	Red Sticky Monkey Flower	629	—	15-18"	15-18"	CON	18' O.C.
<b>PERENNIALS</b>								
A	Asplenium platyneuron	Rock Fern	184	—	15-18"	18"	18"	18' O.C.
CT	Chlorophytum comosum	Spider Plant	184	—	15-18"	18"	18"	18' O.C.
SM	Scilla maritima	Vanquagata Japanese Sage	4531	—	28"	28"	28"	28' O.C.

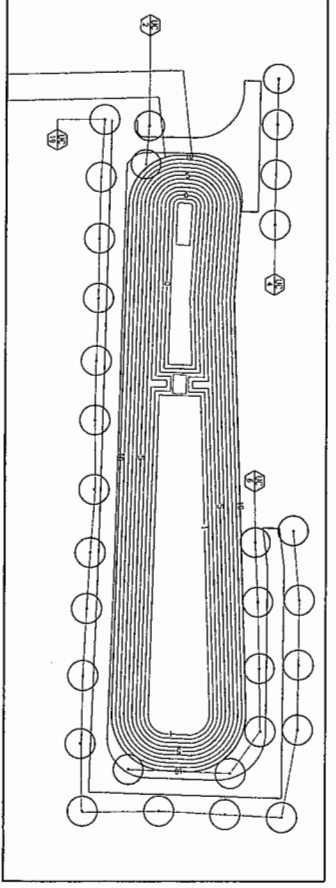
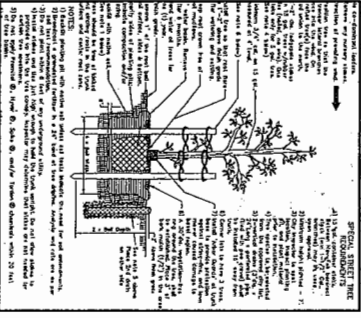
CITY OF VALLEJO  
MEDIAN & GORE PLANTING DETAIL



CITY OF VALLEJO  
SLOPE PLANTING TREES/SHRUBS



CITY OF VALLEJO  
TREE PLANTING DETAILS



DETONATION BASIN  
TREE PLANTING DETAILS

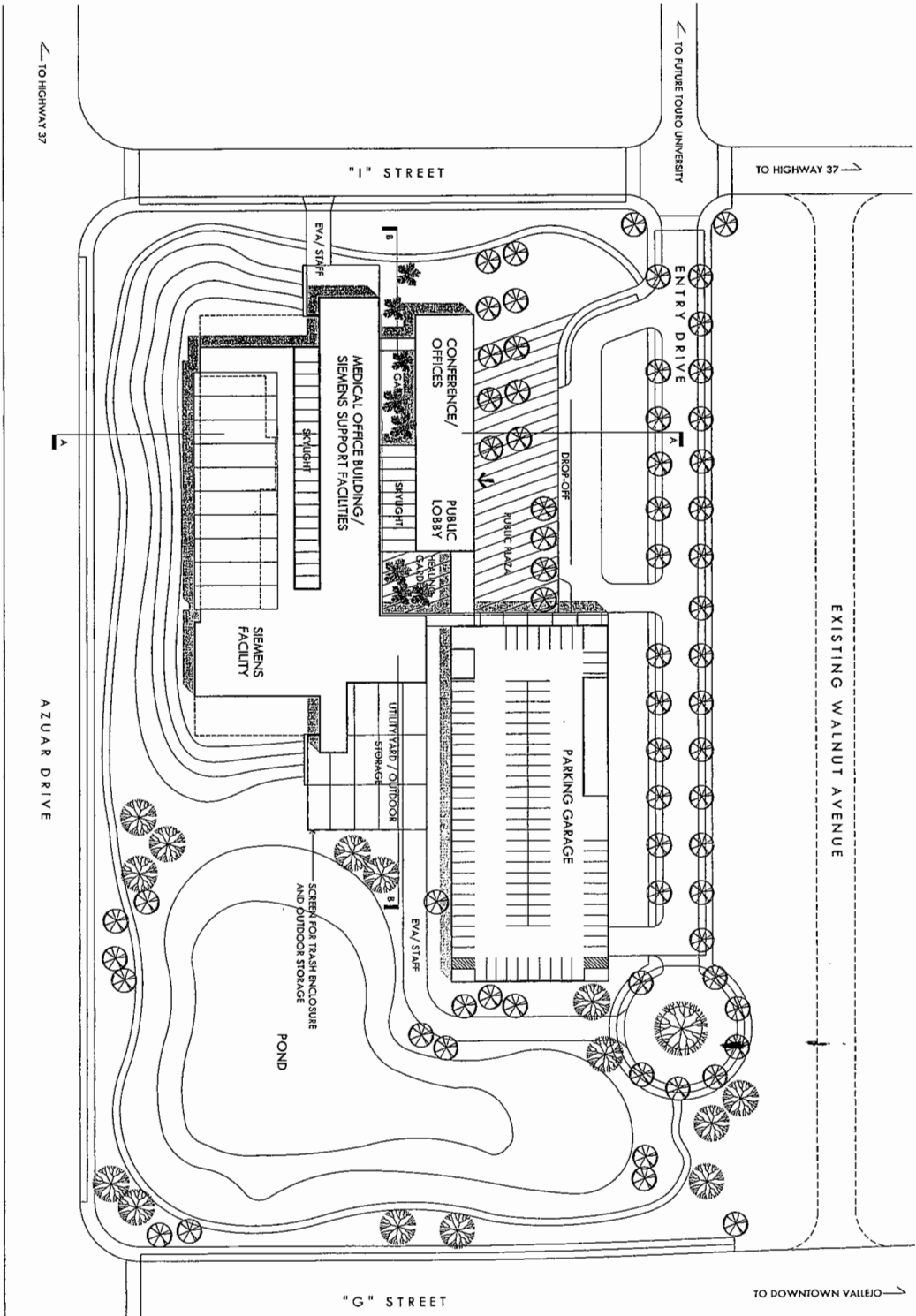
DATE	BY	REVISION
11/15/08	MEH	REVISED PER 01/15/08 CITY REVIEW LETTER
02/25/08	MEH	REVISED PER 02/25/08 CITY REVIEW LETTER

**GENERAL NOTES:**

1. CHECK CONTRACT AND ALL RELATED DRAWINGS. ALL NOTES AND CONDITIONS SHALL BE READ AND UNDERSTOOD BY THE CONTRACTOR BEFORE BEGINNING WORK.
2. ALL MATERIALS AND METHODS OF CONSTRUCTION SHALL BE APPROVED BY THE ENGINEER BEFORE BEING USED.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF VALLEJO AND THE CALIFORNIA DEPARTMENT OF WATER RESOURCES.
4. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AND UTILITIES AT ALL TIMES.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES.
6. THE CONTRACTOR SHALL MAINTAIN THE DETENTION BASIN IN A SAFE AND SOUND CONDITION AT ALL TIMES.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF ALL DEBRIS AND WASTE MATERIALS FROM THE SITE.
8. THE CONTRACTOR SHALL MAINTAIN THE DETENTION BASIN IN A SAFE AND SOUND CONDITION AT ALL TIMES.

**CONSTRUCTION SCHEDULE:**

ACTIVITY	START DATE	END DATE
Site Preparation	11/15/08	12/15/08
Excavation	12/15/08	01/15/09
Foundation	01/15/09	02/15/09
Structural Steel	02/15/09	03/15/09
Roofing	03/15/09	04/15/09
Interior Finishes	04/15/09	05/15/09
Exterior Finishes	05/15/09	06/15/09
Final Inspection	06/15/09	07/15/09



WALNUT AVENUE

TO DOWNTOWN VALLEJO

TO HIGHWAY 37

TO FUTURE TOURO UNIVERSITY

1" STREET

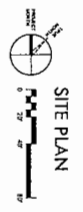
C" STREET

TO HIGHWAY 37

AZUAR DRIVE

**AREA SUMMARY**  
GROSS BUILDING AREA IN SQUARE FEET,  
EXCLUDING PARKING GARAGE

FIRST FLOOR	66,740
SECOND FLOOR	23,710
THIRD FLOOR	34,310
TOTAL BUILDING AREA	124,760



**TOURO UNIVERSITY**  
**CANCER TREATMENT CENTER**

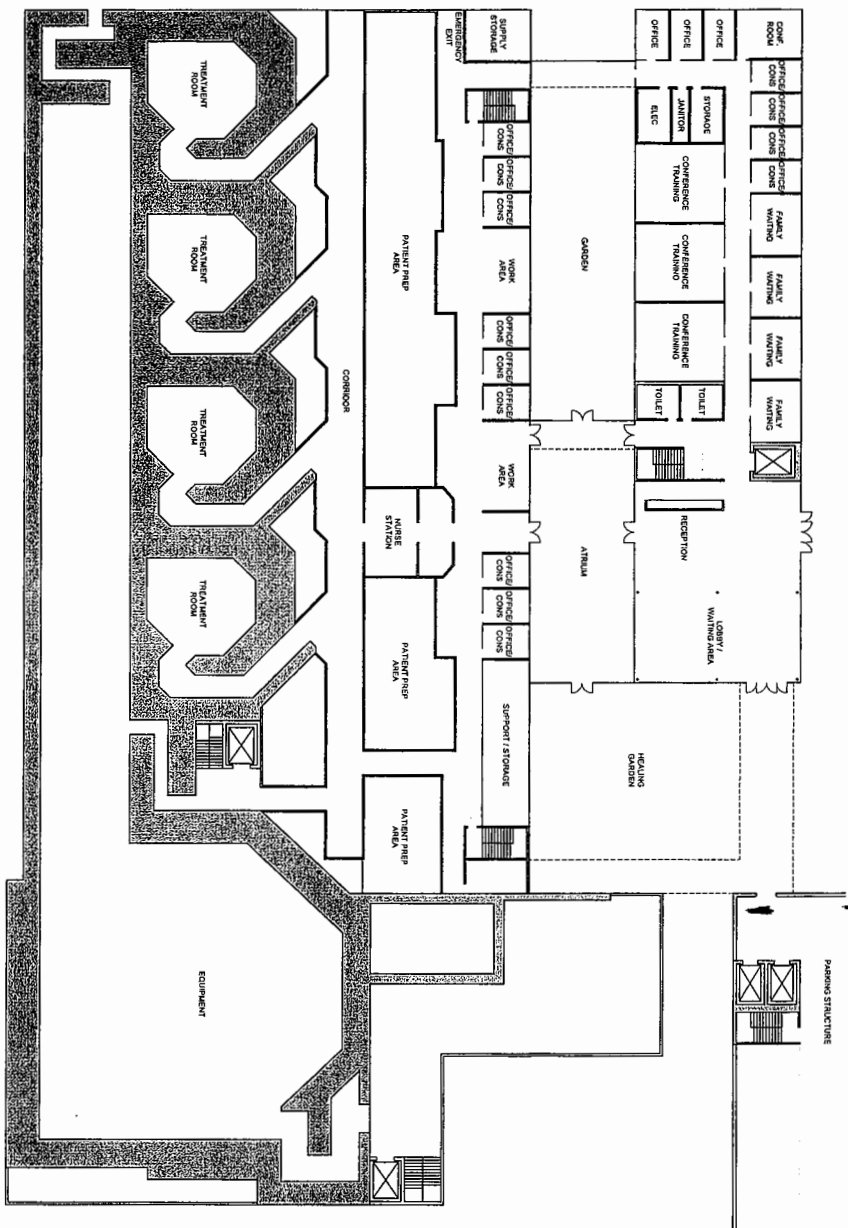
PRELIMINARY DESIGN OCTOBER 15, 2007



TFCO ARCHITECTURE  
1111 East 12th Street, Suite 200  
Vallejo, CA 94588  
Tel: 707.328.4444  
Fax: 707.328.4444

# TOURO UNIVERSITY CANCER TREATMENT CENTER

PRELIMINARY DESIGN    OCTOBER 15, 2007



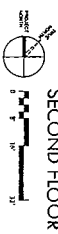
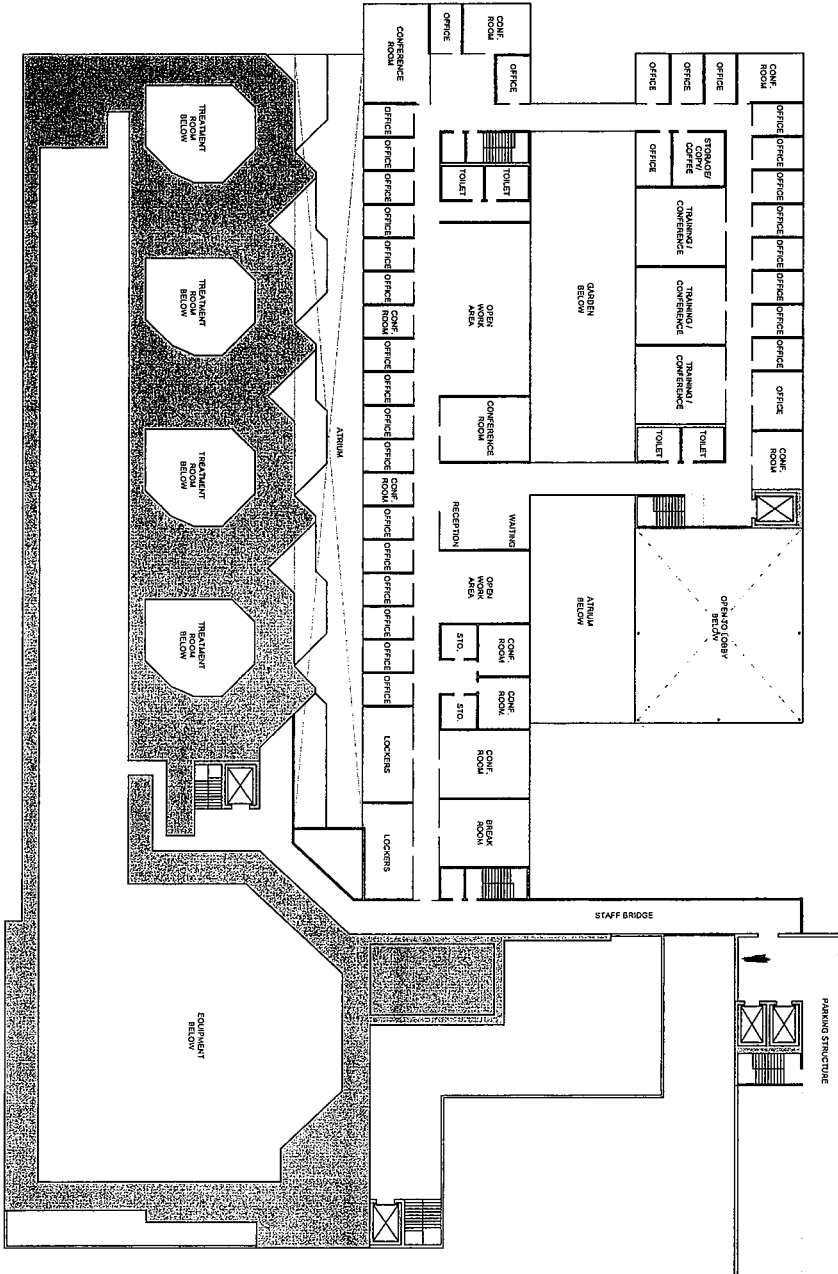
FIRST FLOOR



TCO ARCHITECTURE  
1115 West 12th Street, Suite 200  
New York, NY 10014  
Tel: 212.251.1111  
Fax: 212.251.1111

# TOURO UNIVERSITY CANCER TREATMENT CENTER

PRELIMINARY DESIGN    OCTOBER 15, 2007

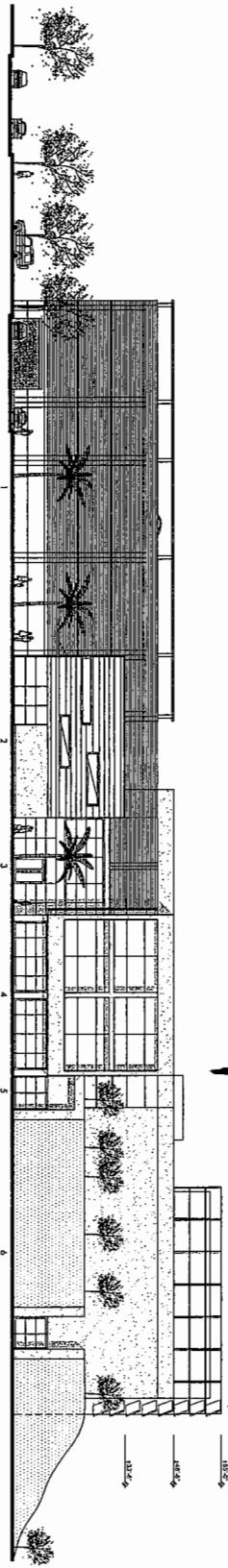


SECOND FLOOR

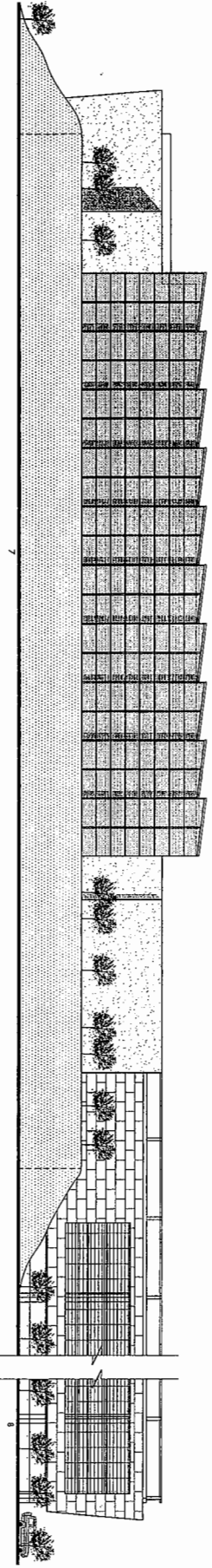


TLD ARCHITECTURE  
1111 BROADWAY  
NEW YORK, NY 10018  
TEL: 212.691.1111





NORTH ELEVATION



WEST ELEVATION

- MATERIAL LEGEND**
- 1. FINISH DESCRIPTION
  - 2. AIRLOCK CONNECTORS
  - 3. AIRLOCK CONNECTORS
  - 4. A.C.O.B. / SEAMING SUPPORT
  - 5. SKYLIGHT
  - 6. SEAMING FACILITY
  - 7. SEAMING FACILITY (WEST)
  - 8. AIRLOCK STRUCTURE (WEST)
- CONCRETE FRAME, METAL SUNSHADE SYSTEM  
 STEEL FRAME, WINDOW CLADDING SYSTEM, CHAMFER PLASTER SYSTEM, GLASS CURTAIN WALL SYSTEM  
 STEEL FRAME, GLASS CURTAIN WALL SYSTEM  
 STEEL FRAME, CONCRETE CLADDING SYSTEM, GLASS CURTAIN WALL SYSTEM, METAL SUNSHADE SYSTEM (NORTH)  
 METAL SKYLIGHT SYSTEM WITH GLASS PANELS  
 CONCRETE BATH BEAMS WITH LANDSCAPING  
 CONCRETE BATH BEAMS WITH LANDSCAPING, SQUARE PANEL, A.B.A.N.Y. + METAL SUPPORT SYSTEM  
 CONCRETE FRAME, METAL PANEL SYSTEM + REINFORCED METAL SCREEN

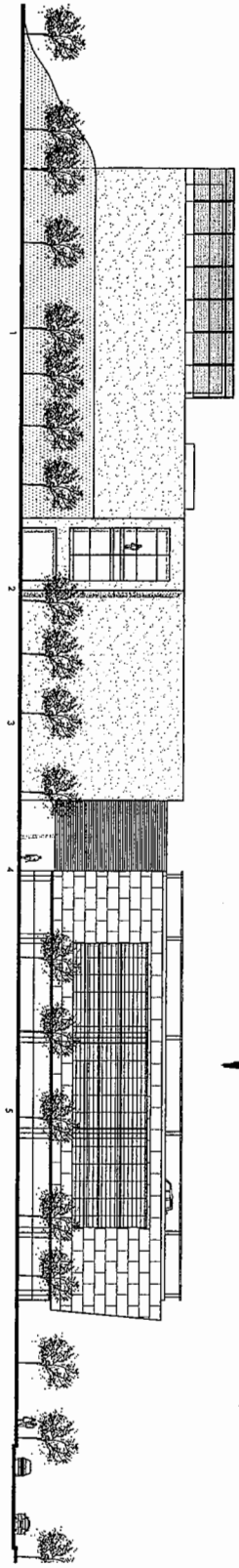


**TOURO UNIVERSITY**  
**CANCER TREATMENT CENTER**

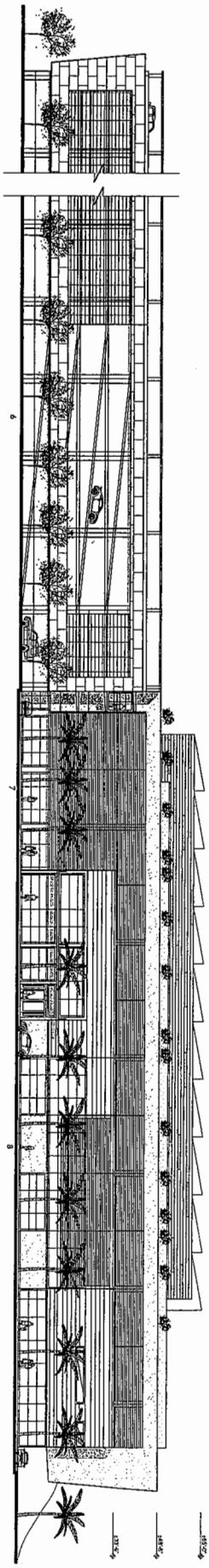
PRELIMINARY DESIGN OCTOBER 15, 2007



TLOD ARCHITECTURE  
 1111 S. WASHINGTON  
 ANN ARBOR, MI 48106  
 TEL: 734.769.8888



SOUTH ELEVATION



EAST ELEVATION



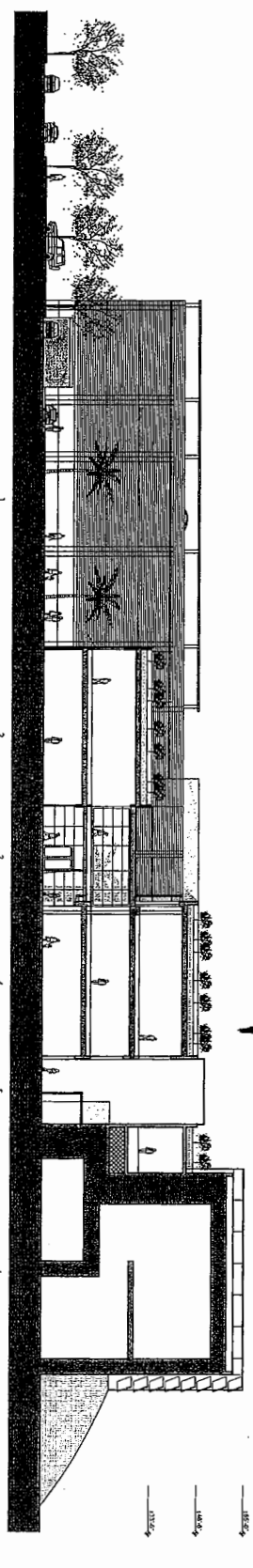
- MATERIAL LEGEND
1. SIGNAGE FACILITY (SOUTH)
  2. BRIT STAIR
  3. I.M.C.I. / SIGNAGE SUPPORT
  4. BRIDGE CONNECTION
  5. PARKING STRUCTURE (SOUTH)
  6. PARKING STRUCTURE (EAST)
  7. FINISH (CONCRETE)
  8. FINISH (CONCRETE)
- CONCRETE FRAME BEAMS WITH LANDSCAPING  
 CONCRETE FRAME, GLASS CURTAIN WALL SYSTEM  
 STEEL FRAME, CONCRETE CLADDING SYSTEM, METAL SUNSHADE SYSTEM (NORTH)  
 CONCRETE FRAME, GLASS CURTAIN WALL SYSTEM  
 CONCRETE FRAME, METAL PANEL SYSTEM + PERFORATED METAL SCREEN  
 CONCRETE TO INCLUDE FRAMES, WATER FEATURE, TREES AND VEGETATION  
 STEEL FRAME, WOOD CLADDING SYSTEM, CONCRETE TOWER SYSTEM, GLASS CURTAIN WALL SYSTEM

**TOURO UNIVERSITY**  
**CANCER TREATMENT CENTER**

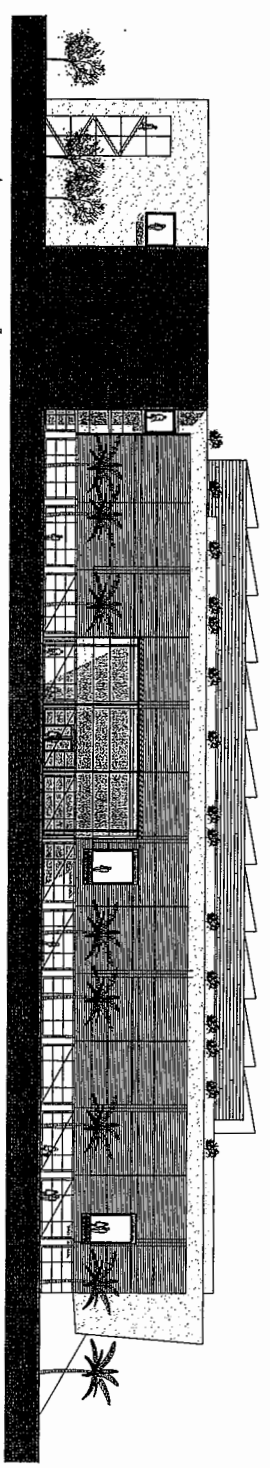
PRELIMINARY DESIGN OCTOBER 15, 2007



TICO ARGENTINA  
 Ingenieros y Arquitectos  
 S.R.L.  
 Av. de las Naciones 1000  
 Montevideo, Uruguay



SECTION A  
 0 10 20 30 40

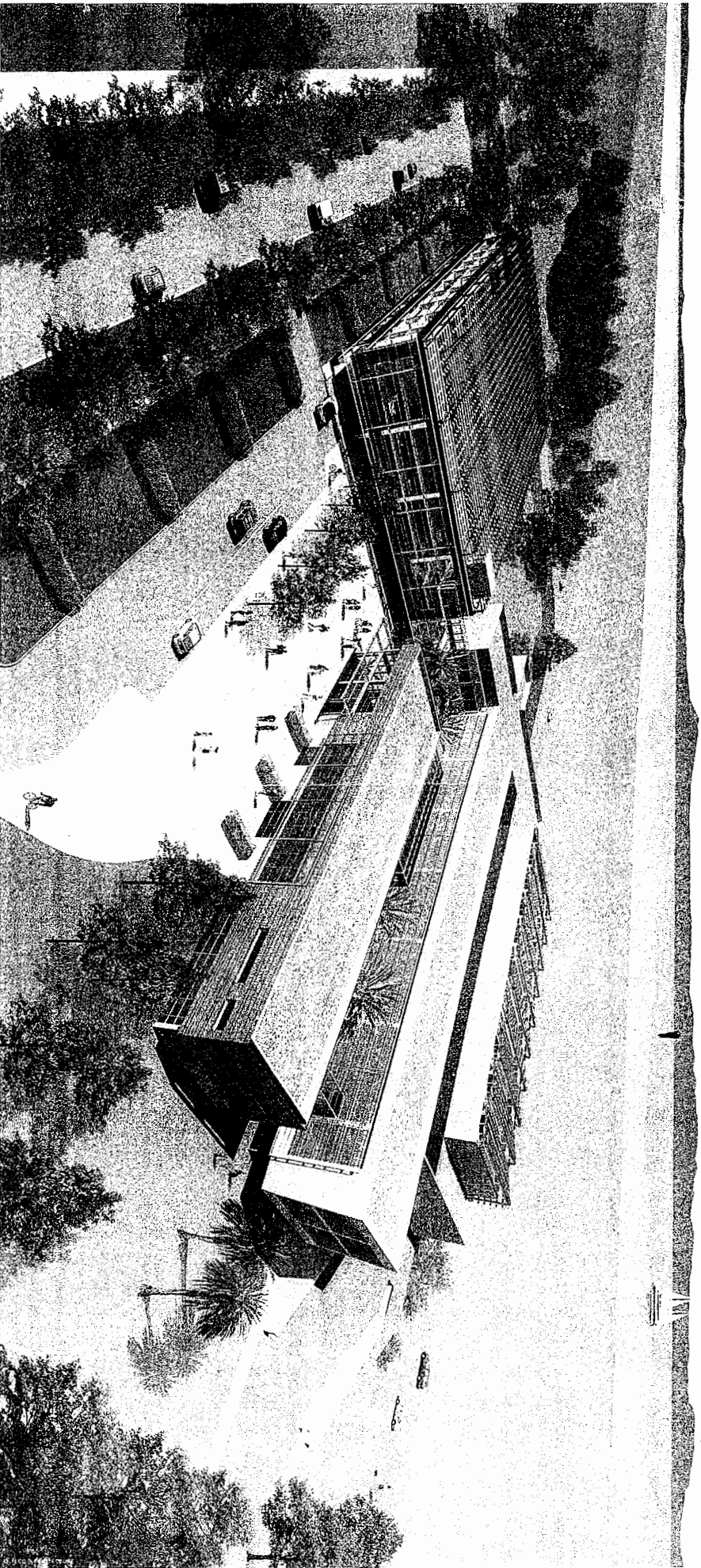


SECTION B  
 0 10 20 30 40

- LEGEND
- 1. FINISHING STRUCTURE (NO FINISH)
  - 2. BRIDGE CONNECTIONS
  - 3. BRIDGE CONNECTIONS
  - 4. A.C.G. / SHIMMERS SUPPORT
  - 5. SETTING
  - 6. GOLF STAIR
  - 7. STAIRS INCLINE
  - 8. STAIRS INCLINE
  - 9. BRIDGE CONNECTIONS
- CONCRETE FRAME, METAL SUNSHADE SYSTEM
  - STEEL FRAME, WOOD CLADDING SYSTEM, Gypsum PLASTER SYSTEM, GLASS CURTAIN WALL SYSTEM
  - STEEL FRAME, GLASS CURTAIN WALL SYSTEM
  - STEEL FRAME, CONCRETE CLADDING SYSTEM, GLASS CURTAIN WALL SYSTEM, METAL SUNSHADE SYSTEM (NO FINISH)
  - METAL SETTING SYSTEM WITH GLASS PANELS
  - CONCRETE FRAME, GLASS CURTAIN WALL SYSTEM
  - CONCRETE FRAME, CONCRETE CLADDING SYSTEM, METAL SUNSHADE SYSTEM, GLASS CURTAIN WALL SYSTEM
  - STEEL FRAME, GLASS CURTAIN WALL SYSTEM
  - STEEL FRAME, GLASS CURTAIN WALL SYSTEM

**TOURO UNIVERSITY**  
**CANCER TREATMENT CENTER**  
 PRELIMINARY DESIGN    OCTOBER 15, 2007





TOURO UNIVERSITY CANCER TREATMENT CENTER

TICD ARCHITECTURE



CITY OF VALLEJO PLANNING COMMISSION

RESOLUTION NO. PC 08-12

**A RESOLUTION OF THE PLANNING COMMISSION ADOPTING A  
MITIGATED NEGATIVE DECLARATION AND MITIGATION  
MONITORING AND REPORTING PLAN FOR THE TOURO CANCER  
TREATMENT AND RESEARCH CENTER PROJECT**

BE IT RESOLVED by the Planning Commission of the City of Vallejo as follows:

WHEREAS, in connection with the approval of the Reuse Plan for Mare Island on July 26, 1994, the City certified a final Environmental Impact Statement/Environmental Impact Report (SCH #940930029) ("EIS/EIR") pursuant to the California Environmental Quality Act (California Public Resources Code Section 21000 *et seq.*) and Implementing Guidelines ("CEQA"); and

WHEREAS, on March 30, 1999, the City adopted the Mare Island Specific Plan governing the land use policy and development process for Mare Island; and

WHEREAS, on November 29, 2005, in connection with the adoption of the Mare Island Specific Plan Amended and Restated, the City certified a final Subsequent Environmental Impact Report ("SEIR"), which 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; and

WHEREAS, the City and Touro University are parties to an Amended and Restated Exclusive Right to Negotiate Agreement ("ERN") dated April 1, 2008, providing, among other things, for City and Touro University to negotiate with each other regarding Touro University's potential acquisition and development of that certain real property comprising an approximately 27.89 acre portion of Mare Island Reuse Area 1A located at the northeast corner of Azuar Drive and G Street ("Project Site") with an approximately 125,000 square foot advanced particle beam cancer-treatment center and related research and administrative/office space, including ancillary on-site and off-site public improvements ("Project"); and

WHEREAS, as contemplated by the ERN, Touro Mare Island, LLC, a California limited liability company ("Touro") has filed a Unit Plan application (#PD 08-2002) with the City of Vallejo pursuant to Vallejo Municipal Code Chapter 16.116.140(A)(2), for the purpose of developing the Project; and

WHEREAS, in accordance with CEQA, an Initial Study and Mitigated Negative Declaration, dated April 4, 2008 ("IS/MND"), has been prepared in connection with the Project; and

WHEREAS, the IS/MND concludes that the Project, with the proposed mitigation measures contained in the IS/MND and associated Mitigation Monitoring and Reporting Plan ("MMRP"), would not have a significant adverse effect on the environment; and

WHEREAS, Touro has agreed to incorporate in the Project all applicable mitigation measures identified in the IS/MND and MMRP; and

WHEREAS, on April 5, 2008, the City circulated the IS/MND for public review; and

WHEREAS, City extended the review period for the IS/MND beyond the initial 30 days to June 2, 2008, received comments on the IS/MND and prepared responses and made changes to the IS/MND based on such comments; and

WHEREAS, the Planning Commission conducted a duly noticed public hearing to consider the IS/MND and MMRP on June 2, 2008; and

WHEREAS, the statements, findings, determinations, certifications, approvals and other actions set forth in this Resolution are based on the entire record before the City, including, without limitation, (i) the EIS/EIR, (ii) the SEIR, (iii) the IS/MND and MMRP, (iv) the Unit Plan, including conditions of approval with respect thereto, and the other land use entitlements for the Project, (v) the staff report (including all attachments thereto) accompanying this Resolution, and (vi) all written and oral testimony presented to the City of Vallejo Planning Commission, and other boards and commissions of the City in connection with the Project.

NOW, THEREFORE BE IT RESOLVED BY THE PLANNING COMMISSION AS FOLLOWS:

Section 1. On the basis of the whole record before it, and based on its independent judgment and analysis, the Planning Commission finds there is no substantial evidence that the Project, as revised and mitigated, will have a significant effect on the environment. Each listed mitigation measure and Project revision has been agreed to by Touro.

Section 2. The Planning Commission hereby adopts the IS/MND for the Project attached hereto as Exhibit A based upon the findings specified in Section 1. above, and subject to the mitigation measures contained therein and in the MMRP attached hereto as Exhibit B.

Section 3. Public Resources Code section 21081.6 and CEQA Guidelines section 15097 require the City to adopt a monitoring and reporting plan to ensure that the mitigation measures for Project identified in the IS/MND are implemented. The MMRP attached hereto as Exhibit B is adopted by the City. The mitigation measures set forth in the MMRP are specific and enforceable. As appropriate, some mitigation measures define performance standards to ensure no significant environmental impacts will result. The MMRP adequately describes implementation procedures, monitoring responsibility, reporting actions, compliance schedule and verification of compliance in order to ensure that the Project complies with the adopted mitigation measures. The MMRP ensures that the mitigation measures are in place, as appropriate, throughout the life of the Project. The mitigation measures contained in the MMRP will be imposed as enforceable conditions of approval on the Unit Plan and subsequent development applications to be considered for approval by the City as the Project is implemented. The mitigation measures contained in the MMRP will not have new significant environmental impacts that were not analyzed in the IS/MND. In the event a mitigation measure recommended in the IS/MND has been inadvertently omitted from the MMRP, that mitigation

measure is adopted and incorporated from the IS/MND into the MMRP by reference and adopted as part of the MMRP.

Section 4. The City is the custodian of the documents and other material which constitute the record of proceedings upon which the decision to approve the IS/MND and MMRP is based, which documents and other materials are located at the City of Vallejo City Hall, 555 Santa Clara Street, Vallejo, California 94590-5934.

Section 5. The City Clerk is hereby directed to file a Notice of Determination with respect to the IS/MND with the County Clerk of the County of Solano.

PASSED AND ADOPTED at a regular meeting of the Planning Commission of the City of Vallejo, State of California, on the 2<sup>nd</sup> day of June, 2008, by the following vote:

AYES:

NOES:

ABSENT:

---

Charles Legalos, Chairperson  
City of Vallejo Planning Commission

Attest:

---

Don Hazen  
Planning Commission Secretary



## INITIAL STUDY AND PROPOSED MITIGATED NEGATIVE DECLARATION

An Initial Study has been prepared under the direction of the City of Vallejo Planning Division for an application submitted by Touro Mare Island, LLC to develop a cancer treatment and research center in a portion of the northern area of Mare Island, Vallejo, California, known as Reuse Area 1A.

In connection with its approval of the Mare Island Specific Plan, the City certified a Final Environmental Impact Statement/Environmental Impact Report for Disposal and Reuse of Mare Island ("EIS/EIR") on November 17, 1998, and adopted an addendum to those documents in February of 1999. A Subsequent Environmental Impact Report (SEIR) was approved by the City on November 29, 2005 in connection with the adoption of the Mare Island Specific Plan, Amended and Restated. 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 original 1999 Specific Plan.

Based upon the following Initial Study, which evaluated the environmental effects of the proposed project, the City of Vallejo has found that the project (including proposed mitigation measures which will be incorporated into the project) would not have a significant effect on the environment. The City of Vallejo has concluded, therefore, that it is not necessary to prepare an Environmental Impact Report for the project.

### BACKGROUND

1. **Project title:** Touro Cancer Treatment and Research Center (File No. PD08-0002)
2. **Lead agency name and address:** Planning Division, City of Vallejo, 555 Santa Clara Street, P.O. Box 3068, Vallejo, CA 94590
3. **Contact person and phone number:** Don Hazen, Planning Manager, (707) 648-4328.
4. **Project location:** North Mare Island (Reuse Area 1A), Vallejo, California (Assessor's Parcel Number 66-021-04) – approximately 34 acres of land located north of G Street between (and including infrastructure improvements within) Azuar Drive, Railroad Avenue and I Street (see Figure 1 Project Vicinity Map). The current use of the land is vacated Navy surplus buildings, surface parking, streets and related infrastructure.
5. **Project sponsor's name and address:** Touro Mare Island, LLC c/o Bruce Lang, Chief Executive Officer, 2121 Palomar Airport Road, Suite 206, Carlsbad, CA 92011. The project site is presently owned by the City of Vallejo but is expected to be acquired by the project proponent, pending project approval.

6. **General Plan designation:** Employment
7. **Zoning:** The site zoning is Mixed Use Planned Development (MUPD). The application process for all Planned Development (PD) zoned areas is Master Plan approval and Planned Development (Unit Plan) approval. For zoning purposes, the Mare Island Specific Plan also serves as the Master Plan for Mare Island, allowing all Specific Plan development projects to be implemented through the City's Unit Plan process, subject to the policies, standards, guidelines, and provisions of the Specific Plan.
8. **Description of project:** The proposed project involves the construction and operation of a cancer treatment (and research) center which will be active in treating patients with all types of tumors including those once considered to be inoperable. The building will house a number of integrated medical facilities and devices including: four treatment rooms, two CT scanners, computer networks, information technology, a dedicated synchrotron accelerator, plus various ancillary supporting technologies. The center will be operated by the project proponent in conjunction with its clinical operational partner. The equipment in the center will be operated and maintained by a qualified entity or entities (such as for purposes of example only, Ion Beam Applications S.A., and Siemens Medical Solutions). Operations will be similar to many other radiation treatment facilities presently treating patients in California, yet different in that it employs a different treatment beam. Other facilities use electron particles and photon beams, while the proposed center will employ proton ion and carbon beams.

The project provides for the development of an approximately 19-acre site with an approximately 125,000 square foot two- three- and four-story building measuring a maximum of 65-feet in height, a three-story (four-level) 117,000 square foot parking structure containing 444 parking spaces, an enclosed utility yard and outdoor storage area, approximately ten acres of on-site landscaping, an approximately 1.5-acre storm water detention basin planned to receive runoff from the proposed on-site improvements, and an approximately 20-foot high by 50-foot wide by 615-foot long earth berm to be constructed adjacent to the exterior walls of the main building. Cut and fill is proposed to be balanced on the site with the possibility that some additional soil material may need to be imported. See Figure 2 - Site Plan, and Figure 3 - Architectural Elevations.

The center is planned to employ a staff of 150 medical professionals, often affiliated with surrounding universities and hospitals. This will include two main eight hour shifts with overlap and a third shift that will be primarily oriented toward service, basic research, and physics plan validation. The first shift will typically have 65 people with a maximum of 90; the second shift will typically range from 60 to 70 people with 20 people on the third shift. These numbers include volunteers, visitors, sales, third party service and small deliveries. At full capacity, the center will involve approximately 20 patients per hour for treatment and physician visits eight to twelve hours per day, including Saturday.

The project further provides for additional off-site area-wide street and related infrastructure improvements of approximately 15 acres that include portions of G Street, Azuar Drive, I Street, Railroad Avenue, and construction of the planned State Route 37 interchange improvements at North Mare Island. The interchange improvements are to be constructed in accordance with the currently approved Caltrans improvement plans and consistent with the "State Route 37/Mare

Island Interchange Improvement Project-Initial Study Mitigated Negative Declaration,” adopted by the City of Vallejo in 2002. A one-acre storm water detention basin is also proposed to receive runoff from areas of the above off-site public improvements. Future ownership and maintenance responsibilities for the detention basin are to be determined through the Unit Plan Application review process. See Figure 1 for off-site public improvements locations.

All existing buildings (218,617 square feet total) and other site improvements within the treatment and research center site are to be demolished and removed in conformance with the Mare Island Specific Plan prior to development of the center. The project area is not situated within the Mare Island Historic District, and there are no recorded historic resources within the project area.

Construction is proposed to begin in 2008 as a single phased project and take approximately 42 months to complete. The accelerator is expected to be operational within 36 months following the start of construction.

The site is not listed on either the EPA “superfund” or Cal/EPA “Cortese List” website. The property was transferred by the United States to the City of Vallejo by deed dated September 26, 2001, following a Finding of Suitability to Transfer (“FOST”). The FOST notes that all remedial action necessary to protect human health and the environment with respect to CERCLA hazardous substances on the property has been taken and that the reuse of the property, as outlined in the reuse plan for Mare Island does not present a current or future risk to human health and the environment.

The primary City actions required for the project include the adoption of the Mitigated Negative Declaration and Unit Plan Application plans and text. Ancillary actions and approvals, which will be implementing the project as fully described in the Unit Plan Application, include an Acquisition Agreement, a Public Improvements Agreement and a Development Agreement.

9. **Surrounding land uses and setting:** Land uses that surround the proposed cancer treatment center site include: railroad tracks and marshland to the west; vacated naval warehouse buildings, landscaping and parking to the north; one vacated utility building, parking and open space to the east; and the Rodman Building, parking, Morton Field recreation area to the south. The proposed off-site streets and related public utility improvements are surrounded by vacated areas of the naval shipyard.
10. **Other public agencies whose approval is required (e.g., permits, financing approval, or participation agreement):**

Federal Nuclear Regulatory Commission  
California Office of Statewide Health Planning and Development  
California Department of Public Health, Radiologic Health Branch  
California Department of Toxic Substances Control  
San Francisco Bay Area Regional Water Quality Control Board  
Vallejo Sanitation and Flood Control District

**ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED:**

Aesthetics	<input type="checkbox"/>	Agricultural Resources	X	Air Quality
Biological Resources	X	Cultural Resources	X	Geology – Soils
X Hazards and Hazardous Materials	X	Hydrology -- Water Quality	<input type="checkbox"/>	Land Use – Planning
<input type="checkbox"/> Mineral Resources	X	Noise	<input type="checkbox"/>	Population – Housing
Public Services		Recreation		Transportation/Traffic
Utilities -- Service Systems	X	Mandatory Findings of Significance		

The environmental factors checked above would potentially be affected by this project (i.e., the project would involve at least one impact that is a "Potentially Significant Impact"). However, any potentially significant impacts can be mitigated to less than significant levels as indicated by the checklist on the following pages.

**DETERMINATION:** (To be completed by the Lead Agency)

On the basis of this initial evaluation:

- I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.
- X I find that although the proposed project could have a significant effect on the environmental factors as described in the initial study checklist, there will not be a significant effect in this case because the mitigation measures and project revisions described in the initial study checklist as to each potentially affected environmental factor will result in a project that has no significant effect on the environment. Each listed mitigation measure and project revision has been agreed to by the project proponent.
- I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.
- I find that the proposed project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.



- I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

Signature

Don Hazen, Planning Manager  
Printed Name

4/3/08  
Date

Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
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**I. AESTHETICS -- Would the project:**

a) Have a substantial adverse effect on a scenic vista?

**X**

*The proposed 19-acre cancer treatment and research center site is generally bounded by Azuar Drive, railroad tracks and marshland to the west; I Street and vacated naval shipyard development to the north; Railroad Avenue, vacated shipyard development and open space to the east; and G Street, the Rodman Building complex, Morton Field recreation area, and parkland to the south. The proposed 15-acre off-site public street and related infrastructure improvements are situated within the vacated shipyard area that extends between G Street and State Route 37 to the north.*

*Currently views toward the westerly marshlands through the project site for motorists traveling west on G and I Streets are substantially blocked by existing large one- and two-story vacated military housing, recreation and administrative buildings, as well as by several clusters of ornamental trees and limited street trees.*

*Construction of the proposed cancer treatment center site improvements would result in the removal of all on-site buildings and trees that presently block views of the outlying scenic marshlands. Given the project building siting and grading for drainage requirements, it is not considered practicable to preserve the existing on-site ornamental trees. Upon completion of the project, similar to the existing condition, motorists traveling in a westerly direction on G and I Streets would see the proposed two- three- and*

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
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*four-story project building, three-story parking structure, and landscaping. The extent of this impact on scenic vistas would not be considered a significant adverse environmental impact of the project.*

*The project proponent has agreed to cooperate with the City during the planning of the landscaping along the street frontage of Azuar Drive to maintain existing views of the marshlands from Azuar Drive.*

b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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*The proposed cancer treatment center is not located within the vicinity of a state scenic highway. The street trees proposed along the northern portion of Azuar Drive may be visible from State Route 37 and this would be considered a beneficial impact.*

c) Substantially degrade the existing visual character or quality of the site and its surroundings?

<input type="checkbox"/>			<input checked="" type="checkbox"/>
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*The proposed project would develop this portion of the vacated naval shipyard buildings, parking and neglected landscaping with a new high quality architecturally integrated building and parking structure, landscaped 1-1/2-acre storm water detention basin, substantial on-site landscaping, off-site street and median tree planting, and a nine-acre lawn area.*

*The height, scale and massing of the proposed 65-foot tall, 125,000 square foot building and the adjacent 48-foot high*

**Potentially  
Significant  
Impact**

**Less Than  
Significant with  
Mitigation  
Incorporation**

**Less Than  
Significant  
Impact**

**No  
Impact**

*444-space parking structure would be compatible with the 19-acre substantial size of the site on which it is to be located. Large-scale buildings such as the proposed building and parking structure are encouraged by the Mare Island Specific Plan to be located in the western portion of Reuse Area 1A in which the site is situated (smaller buildings are to occupy the eastern portion of Reuse Area 1A).*

*The building/parking structure height, scale and massing are compatible with numerous other large historic developments on Mare Island and would tend to better relate to the historic character of Mare Island than do the existing lower-profile and more sprawling buildings on the site and in the surrounding development to the north and east.*

*Contemporary in character, the architectural design of the proposed building and parking structure are consistent with the Mare Island Specific Plan's overall design objective which is to look forward to the 21<sup>st</sup> century with the best of contemporary urban form, landscape and architecture while respecting Mare Island's unique cultural and natural resources.*

*The proposed structures are sited parallel to the street grid system as called for in the Specific Plan.*

*The design of the proposed project is considered to be a beneficial visual impact: 1) consistent with the Specific Plan architectural and site design guidelines for Reuse Area 1A; and 2) in recognition of the manner in which the*

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
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*pattern, scale, character, massing, use of building materials and horizontal design orientation are compatible with general area and historic character of Mare Island.*

d) Create a new source of substantial light or glare, which would adversely affect day or nighttime views in the area?

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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*Proposed outdoor lighting for the cancer treatment center building and the parking structure would provide additional light and, potentially, glare at the site. Existing City standards relating to light intensity and shielding of light fixtures will limit light and glare impacts to nearby development to a level of less than significant.*

**II. AGRICULTURE RESOURCES --** In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Dept. of Conservation as an optional model to use in assessing impacts on agriculture and farmland. Would the project:

a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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*The project site consists of a developed infill lot and developed public street rights-of-ways. There would be no impacts to farmland due to development of the proposed project.*

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X

*Neither the project site nor the surrounding naval shipyard is zoned for agricultural use or under Williamson Act contract.*

c) Involve other changes in the existing environment, which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X
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*See (a) and (b) above.*

**III. AIR QUALITY** -- Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. Would the project:

a) Conflict with or obstruct implementation of the applicable air quality plan?	<input type="checkbox"/>	X	<input type="checkbox"/>	
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*The Bay Area 2000 Clean Air Plan (CAP) is the applicable air quality plan for this project. The following mitigation measures to reduce air quality impacts are required to ensure that the project would not conflict with CAP:*

**Mitigation Measures**

*1. Implement carpool/vanpool programs, e.g., carpool ride matching for employees, assistance with vanpool formation, provision of vanpool vehicles, etc.*

*2. Provide preferential parking (e.g., near building entrances, sheltered areas, etc.) for carpool and vanpool vehicles.*

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
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3. Provide secure, weather-protected bicycle parking for employees.

4. Provide safe, direct access for bicyclists to adjacent bicycle routes.

5. Provide showers and lockers for employees bicycling or walking to work.

b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation?

X

*The BAAQMD CEQA Guidelines provide suggested thresholds for projects with potentially significant air emissions. These thresholds are intended for project screening and it is suggested that projects within 20 percent of the values indicated undergo more thorough analysis. The District generally does not recommend a detailed analysis for projects that generate less than 2,000 vehicle trips per day. Based on the traffic analysis prepared by Omni-Means Engineers and Planners for this project, the average daily trip generation would be 600, which would not exceed this threshold.*

c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions, which exceed quantitative thresholds for ozone precursors)?

X

*There are three criteria pollutants of concern in the subject area. The project would not have a significant impact on increased emissions of ozone or carbon monoxide related to vehicle emissions. The project may have impacts related to*

<b>Potentially Significant Impact</b>	<b>Less Than Significant with Mitigation Incorporation</b>	<b>Less Than Significant Impact</b>	<b>No Impact</b>
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*the generation of airborne particulate material.*

*Particulates in the atmosphere result from many kinds of dust- and fume-producing industrial and agricultural operations, combustion, and atmospheric photochemical reactions. Demolition, construction, and vehicular traffic are major sources of particulates in urban areas. Natural sources of particulates include wind erosion from exposed surfaces. Construction activities would temporarily increase criteria pollutants, primarily particulate matter. This would be a potentially significant impact of the project without mitigations, but less than significant with the mitigations incorporated.*

*Construction activities would generate dust (which includes particulate matter) primarily through filling, compacting and excavating activities, and construction equipment exhaust. Particulates would be generated by fugitive sources (fugitive sources include vehicle travel over unpaved roads, wind erosion, or stockpiles of materials, and are distinguished from emissions from a stack or tailpipes) as well as by fuel combustion sources (tailpipe emissions.)*

*If standard dust control measures are implemented during construction, the project would not be expected to produce significant amounts of dust. Such measures are described in the BAAQMD CEQA Guidelines (Guidelines), which sets forth mitigation measures intended to reduce air pollution generated by construction projects. The Guidelines address air pollution through control of water and wind erosion and control of burning.*



Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
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**Mitigation Measures**

1. *Water active sites at least twice daily. Increase the frequency of watering when wind speeds exceed 15 miles per hour. Effective watering generally reduces dust by as much as 50 percent over uncontrolled conditions.*
2. *Suspend excavation and grading activities when winds (instantaneous gusts) exceed 25 mph.*
3. *Limit the area subject to excavation, grading, and other construction activity at any one time.*
4. *Replant vegetation in disturbed areas as quickly as possible.*
5. *Hydro-seed or apply soil stabilizers to inactive construction areas (previously graded areas inactive for ten days or more).*
6. *Enclose, cover, water twice daily, or apply soil binders to exposed stock piles (e.g., sand, gravel, or dirt) and all unpaved parking and staging areas.*
7. *Cover all trucks hauling dirt, sand, soil, or other loose materials. Maintain at least six inches of freeboard.*
8. *Install wheel washers for all exiting trucks, or wash off the tires or tracks of all trucks and equipment leaving the site.*
9. *Sweep daily (with water sweepers) all paved access roads, parking and staging areas at construction sites.*
10. *Provide daily clean-up of mud and dirt carried onto paved streets from the site.*
11. *Limit traffic speeds on unpaved roads*

to 15 mph.

12. Install sandbags or other erosion control measures to prevent silt runoff to public roadways.

13. Designate a person or persons to oversee the implementation of a comprehensive dust control program and to increase watering, as necessary.

14. Maintain and operate construction equipment so as to minimize particulates from exhaust emissions. During construction, trucks and equipment should be running only when necessary. Equipment should be kept in good condition and well-tuned to minimize exhaust emissions.

15. Pave, apply water three times daily, or apply (non-toxic) soil stabilizers on all unpaved access roads, parking areas and staging areas.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
d) Expose sensitive receptors to substantial pollutant concentrations?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X

*The proposed cancer treatment center and off-site infrastructure improvements are not anticipated to create any substantial concentration of pollutants.*

e) Create objectionable odors affecting a substantial number of people?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X
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*The proposed cancer treatment center and off-site infrastructure improvements would not create objectionable odors.*

**IV. BIOLOGICAL RESOURCES --**  
Would the project:

a) Have a substantial adverse effect, either directly or through habitat modifications,	<input type="checkbox"/>	<input type="checkbox"/>	X	
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Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
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on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?

*The project is located on an infill site with no species identified as candidate, sensitive, or special status species or riparian habitat or other sensitive natural community identified in local or regional plans, policies, or regulations or by the California Department of Fish and Game or the U.S. Fish and Wildlife Service (Mare Island Specific Plan EIR and SEIR 2005; California Natural Diversity Data Base, 2008).*

*The proposed project would not conflict with any adopted Habitat Conservation Plan, Natural Community Conservation Plan or other approved local, regional or state habitat conservation plan.*

b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, and regulations or by the California Department of Fish and Game or US Fish and Wildlife Service?

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>X</b>
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*See (a) above.*

c) Have a substantial adverse effect on state, or federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>X</b>
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*There are no state or federally protected wetlands within the 34-acre project site.*

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
<i>See (a) above.</i>				
c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	<input type="checkbox"/>	X	<input type="checkbox"/>	<input type="checkbox"/>

*See (a) above.*

d) Disturb any human remains, including those interred outside of formal cemeteries?	<input type="checkbox"/>	X	<input type="checkbox"/>	<input type="checkbox"/>
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*There are no known or suspected cemeteries or burial grounds on the project site. In the event that human remains should be discovered, land alteration work within 50 feet of the find shall be halted, the Planning Division and the County Coroner notified and a qualified professional consulted to evaluate the resource and suggest an appropriate management plan as necessary.*

**VI. GEOLOGY AND SOILS -- Would the project:**

a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:

i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	X
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*"The site is not located on any known 'active' fault trace. In addition, the site is not contained within an Alquist-Priolo Earthquake Fault Zone (Source 5, page 5. Section 5.1)."*

ii) Strong seismic ground shaking?	<input type="checkbox"/>	<input type="checkbox"/>	X	<input type="checkbox"/>
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	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
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*The site would be subject to ground shaking typical of the Bay Area. The California Building Code (CBC) contains specific requirements intended to protect buildings and people from impacts due to earthquake activity.*

iii) *Seismic-related ground failure, including liquefaction?*

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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*Due to the potential for settlement of the consolidated Bay Muds when site grades are raised, a deep foundation system is proposed (Source 5, pages 8-14). Because of near surface groundwater and the potential for squeezing of the soft Bay Mud, drilled pier foundations will require wet methods of construction and/or casing. Therefore, displacement piles such as auger cast piles are proposed. The piles need to be driven a sufficient depth into the stiff alluvial soils beneath the Bay Mud in order to carry the required structural loads and resist downdrag forces against the sides of the piles from the settling fill and Bay Mud. A pile-supported structural slab will also be required due to the amount of anticipated ground settlement.*

*Preliminary required pile lengths per depth of Bay Mud ranges up to 70 feet for a 60-ton pile in 20 feet of Bay Mud and 80 feet for a 60-ton pile in 30 feet and 40 feet of Bay Mud.*

iv) *Landslides?*

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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*The 34-acre project site is flat and provides no reasonable opportunity for landslide related impacts.*

b) *Result in substantial soil erosion or the*

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
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*loss of topsoil?*

*The project site is flat with no areas of abundant surface water runoff and therefore provides no reasonable opportunity for significant soil erosion or loss of top soil.*

*c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?*

**X**

*See sub-sections a)iii, a)iv, and b) above.*

*The site is relatively flat and located in an area of relatively high groundwater. The preliminary geotechnical investigation prepared for the project (Source 5) indicates that groundwater has been encountered at depths ranging from three to nine feet. In general, groundwater should be expected near the top of the Bay Mud, and may be perched above the Bay Mud in some locations. Shallow groundwater could significantly impact grading and underground utility construction. These impacts typically consist of potentially wet and unstable sub-grade, and difficult underground utility installation.*

**Mitigation Measures**

*1. To mitigate these potentially significant impacts to a level of less than significant, the Preliminary Geotechnical Investigation provides that; (1) dewatering and sub-grade stabilization may be required in some areas of the site, depending on the time of year that construction occurs; (2) for settlement sensitive utilities that extend into unstable*

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
<i>sub-grade, geo-textile/gravel bedding may be required; and (3) fill derived from excavations may need to be aerated/dried to achieve suitable moisture content for compaction.</i>				

*2. Project design and construction shall conform to all recommendations contained in the "Preliminary Geotechnical Investigation – Touro University Cancer Treatment Center," dated January 2008. In addition, a final geotechnical investigation report shall be prepared as development plans are finalized and project design and construction shall conform to all recommendations contained in the report. This report shall be subject to peer review and analysis by a qualified consulting engineering geologist reporting to the City of Vallejo. All recommendations of the City's consulting engineering geologist shall be incorporated into the project design and construction.*

<i>d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?</i>	<input type="checkbox"/>		<i>X</i>	<input type="checkbox"/>
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*Final site-specific soil suitability analysis and stabilization procedures and design criteria for foundations as recommended by a California-registered soil engineer are required for this project.*

<i>e) Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<i>X</i>
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*The project would utilize the public sewer system.*

Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
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**VII. HAZARDS AND HAZARDOUS MATERIALS -- Would the project:**

a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?

<input type="checkbox"/>	X		
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*The project proponent has indicated that toxic substances, flammables, explosives and other such hazardous materials will not be used in conjunction with the project. The cancer treatment and research center will produce contained radiation for curative cancer treatment procedures. Radiation is to be produced artificially in shielded rooms when the synchrotron is energized with particles. The following mitigation measures ensure that no significant environmental impacts will result from the routine transport, use or disposal of hazardous materials:*

**Mitigation Measures**

1. In order to provide sufficient shielding for operation of the synchrotron, up to eight-foot thick, steel-reinforced protective walls will be constructed.
2. Radiation levels will be regularly checked and there will be integrated hardware and software safety systems to activate and shut down the system. There will be no production of radiation when the device is turned off.
3. No radioactive substances or devices will be delivered to the center and no routine removal of radioactive waste is proposed.
4. The project will be designed so that external water supplies will not come into direct contact with the cooling water of the synchrotron; de-ionized water (which will



Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
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*not become radioactive) will be used in a closed loop system with a heat exchanger to eliminate any radioactive exposure to external supplies. There will be no discharge of de-ionized water.*

*5. Facilities using equipment involving radiation are to be designed and operated under safety criteria governed at the federal level by the Nuclear Regulatory Commission. Facilities in California are licensed and registered through the California Department of Public Health, Radiologic Health Branch.*

*6. Any routine transport, use, or disposal of hazardous materials will be conducted subject to all applicable federal, state and local regulations governing hazardous materials.*

*b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?*

*X*

*Potential impacts related to hazards to the public or the environment through reasonably foreseeable upset and accident will be mitigated by the following measures:*

**Mitigation Measures**

*1. The project proponent has indicated that the cancer treatment center will have many levels of safety interlocks in the software and parallel hardware systems to ensure the synchrotron is not activated unless all safety parameters of the pertinent state and federal regulatory agencies are met.*

*2. In addition, in accordance with state*

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
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*and federal regulatory agency requirements, the device is to be designed to immediately shut down in less than 250 milliseconds should any such parameter go out of its specified level. If the beam is off position in millimeters or is not the exact energy or the correct dose the synchrotron will immediately terminate. The operation of the synchrotron is sensitive to vibrations. Any disturbance from natural conditions such as earthquakes or a vehicle or aircraft hitting the building would immediately stop the synchrotron, even if the building were not damaged.*

*c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?*

**X**

*The project proponent has indicated that there will be no emissions of hazardous waste from the project. Radiation will be produced on the site but ample safety measures will be in place through both the design and operation of the facility to avoid any release of radiation. See a) and b) above.*

*The nearest existing school is the Mare Island Elementary School which is situated approximately 3/4 mile to the south of the project area.*

*d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?*

**X**

*The site is not listed on either the EPA "superfund" or Cal/EPA "Cortese List" website.*

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
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*However one Cortese List leaky underground storage tank site, Building 655, occurs in the project area. Construction of a new storm drain line, outfall and detention basin could occur in the vicinity of this site. The responsible parties are expected to remediate this site prior to project construction. In the unlikely event that construction of the storm drain, outfall and basin must proceed prior to remediation, the proponent may reconsider realigning the storm drain line and relocating the basin sufficiently far from the tank to avoid areas of potential contamination. Alternatively, preventative steps could be taken using appropriate construction methods to reduce the risk of hazard to the public or the environment. Potential preventative construction methods include the use of sheet piles to isolate work areas, excavation of contaminated materials prior to commencement of construction and storage in designated off-site areas for future characterization by others.*

e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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*The site is not located within an airport land use plan or within two miles of an airport.*

f) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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*The City of Vallejo has adopted an "Emergency Operations Plan" which provides for the City's prompt and effective response in a crises situation. Development of the project would increase*

Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
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*the number of employees and visitors at this currently developed but vacant site, and thus add to traffic within the area-wide street system during the time of a disaster. This could potentially slow the response time of emergency vehicles. However, it is not expected that the project would facilitate over a total of approximately 100 employees and visitors at any given time, therefore this would not create a significant impact.*

**VIII. HYDROLOGY AND WATER QUALITY -- Would the project:**

a) *Violate any water quality standards or waste discharge requirements?*

<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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*Both the original EIS/EIR and the Subsequent 2005 EIR prepared for Mare Island indicate that erosion and sedimentation of Mare Island Strait is a potential significant impact. Construction and land development (including landscaping activities), excavation and fill, urban runoff, hydro-modification, and construction materials storage and management are sources of potential sedimentation.*

**Mitigation Measures**

1) *To the extent practicable, schedule project site grading for the dry season (April through September).*

2) *Satisfy the NPDES certification requirements of the RWQCB prior to granting a City of Vallejo building permit. As part of this certification, a Storm Water Pollution Prevention Plan (SWPPP) is prepared, including a Best Management Practices (BMP) Program. The SWPPP shall include plans for construction and post-construction stormwater management*

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
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*to reduce nonpoint source pollution.*

3) *Submit a soil erosion and sedimentation control plan for the project to the City of Vallejo prior to grading. This plan must be designed by a professional specializing in erosion control and must meet standard best practices as formulated by the Association of Bay Area Governments.*

b) *Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?*

X

*The project site water supply is to be provided by way of the public water system. The use of on-site well water is not proposed.*

c) *Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner, which would result in substantial erosion or siltation on- or off-site?*

X

*There are no streams or rivers within the project site area. See (a) above.*

d) *Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner, which would result in flooding on- or off-site?*

X

*The project proposes no change in water*

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
<i>quality or quantity. A storm water drainage plan is proposed to direct project area runoff into on- and off- site detention ponds prior to discharge into the storm drain system (no new outfalls and no modifications to the existing outfall are proposed). These ponds will provide both detention to attenuate peak flows for up to 72 hours and pre-treatment prior to discharge into the storm drain system. The existing storm drain infrastructure will also be upgraded to accommodate increases in flows.</i>				
<i>See (c) above.</i>				
<i>e) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?</i>	<input type="checkbox"/>	<input type="checkbox"/>	<i>X</i>	
<i>See (a, (c and (d) above.</i>				
<i>f) Otherwise, substantially degrade water quality?</i>	<input type="checkbox"/>	<input type="checkbox"/>	<i>X</i>	
<i>With the incorporation of the mitigations required in (a) above, the project would not substantially degrade water quality.</i>				
<i>g) Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<i>X</i>
<i>The project does not include housing.</i>				
<i>h) Place within a 100-year flood hazard area structures, which would impede or redirect flood flows?</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<i>X</i>
<i>Per FEMA Flood Insurance Rate Map</i>				

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
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Community Parcel Number 060374 0015  
 C, Mare Island is located outside of the corporate limits of the FEMA study. Preliminary grades and finished floor elevations are proposed to maintain existing elevations where considered to be practical. Grading and drainage plans are to be designed and constructed in conformance with the Vallejo Sewer and Flood Control District Standards. This is consistent with the Mare Island Specific Plan.

i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
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An existing levee located west of Azuar Drive that protects the north part of Mare Island is breached occasionally by high tide and/or wave action, most recently in 2005-2006 during a record event (Source 14). The duration and extent of flooding that may result from this breach is limited in the project area and is not expected to expose people or structures to a significant risk of loss, injury or death.

j) Inundation by seiche, tsunami, or mudflow?

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
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The topography of the site is relatively level with a minimal risk of mudflow. According to the Navy (Final Disposal & Reuse EIS/EIR), a 200-year recurrence interval tsunami could result in a wave run-up at Mare Island of less than two feet affecting areas under an elevation of approximately 10 feet MSL. The project site is located at an existing elevation ranging between 13 and 15 feet and the finished floor elevations of the treatment and research center will be 15 feet MSL. Thus no significant impacts from flooding.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
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*including tsunamis and wave run-up are anticipated.*

***LX. LAND USE AND PLANNING -  
Would the project:***

*a) Physically divide an established community?*

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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*The project would not physically divide an established community, as existing developed areas to the north and east are vacated naval shipyard facilities and marshlands are situated to the west. The utilized portion of Mare Island lies to the immediate south of the site and beyond.*

*b) Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?*

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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*The project would not affect or conflict with any known agency or jurisdictional plans that are intended to avoid or mitigate an environmental effect. The project is consistent with the Vallejo General Plan and the Mare Island Specific Plan.*

*The Mare Island Specific Plan includes a defined range of flexibility allowing for the transfer of a reasonable amount of designated development either from one Reuse Area to another or within a Reuse Area. Absent unforeseen environmental impacts, development transfers of up to 20 percent are not anticipated to result in additional environmental impacts.*

*c) Conflict with any applicable habitat conservation plan or natural community*

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
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conservation plan?

*The project site is not located within nor would it conflict with a habitat conservation plan or natural community conservation plan.*

**X. MINERAL RESOURCES -- Would the project:**

a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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*There are no known important mineral resources at the project site delineated in the Vallejo General Plan, Mare Island Specific Plan, or other adopted land use plan.*

b) Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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See (a) above.

**XI. NOISE -- Would the project result in:**

a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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*The existing vacated project site produces virtually no noise resulting from human development or activities. The anticipated outdoor noise levels produced by the proposed cancer treatment and research center would be minimal and primarily limited to roof mounted/screened air conditioning units and would not present a substantial permanent increase in ambient*

<b>Potentially Significant Impact</b>	<b>Less Than Significant with Mitigation Incorporation</b>	<b>Less Than Significant Impact</b>	<b>No Impact</b>
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*noise levels relative to the existing condition. In addition, the building and parking structure setbacks from the site property lines are substantial, thus on- and off-site noise would be further buffered by distance from existing and future surrounding uses.*

*On-site vehicular traffic movement, normal parking lot noise including closing car doors, starting engines, and people talking would occur on the site. Vehicular traffic volumes are presented below under Transportation/Traffic. Noise resulting from the additional projected traffic increase is not expected to increase noise levels beyond that projected for cumulative build-out of the Mare Island Specific Plan.*

*Truck traffic to and from the project site and related noise impacts would be minimal and consist primarily of the delivery and receipt of office and medical supplies and equipment, food, and building and grounds maintenance equipment and supplies. In addition, routine garbage truck pick-up service would be provided.*

*Since the cancer treatment center is generally not proposed to provide emergency treatment, ambulance service and related siren noise would not be a significant impact of the project.*

*No housing or other sensitive noise receptors are situated within the vicinity of the project site.*

*The project would not generate excessive noise levels and would be in compliance with pertinent City standards and regulations pertaining to noise.*

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
b) <i>Exposure of persons to or generation of excessive ground-borne vibration or ground-borne noise levels?</i>	<input type="checkbox"/>		X	

*The proposed project would not expose persons to or generate excessive ground-borne vibration or ground-borne noise.*

c) <i>A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?</i>	<input type="checkbox"/>	<input type="checkbox"/>	X	
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*While noise levels created by the project as discussed above would increase to a limited extent, implementation of the project would not substantially raise ambient noise levels in the project vicinity.*

d) <i>A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?</i>	<input type="checkbox"/>	X	<input type="checkbox"/>	<input type="checkbox"/>
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*Noise from project construction could cause temporary significant impacts. The following mitigations would reduce these impacts to a less-than-significant level.*

**Mitigation Measures**

1) *Comply with Maximum Allowable Noise Levels from Construction Equipment specified in the Vallejo General Plan, Chapter IX, Noise, Figure 11.*

2) *Maximize the physical separation between noise generators and noise receptors. Such separation includes, but is not limited to, the following measures:*

a. *Provide enclosures for stationary equipment and barriers around potentially noisy areas on the site or around the entire site;*

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
<p><i>b. Use shields, impervious fences, or other physical sound barriers, to inhibit the transmission of noise to sensitive receptors; and</i></p> <p><i>c. Position stationary equipment to minimize noise impacts on the community.</i></p>				
<p><i>3) Require that all construction equipment engines be properly tuned and muffled according to manufacturer's specifications.</i></p>				
<p><i>4) Schedule construction activity that produces higher noise levels during less noise-sensitive hours (9 a.m. to 6 p.m.):</i></p>				
<p><i>5) In conjunction with the City of Vallejo, select haul routes for the removal of excavation materials and transport of building materials such that noise-sensitive areas, including residences and public open spaces, are avoided as much as possible.</i></p>				
<p><i>6) For pile driving, pre-drill the pile holes to reduce the force necessary to install piles and decrease the duration of noise and vibration exposure as well as the noise and vibration level. Shielded pile drivers or vibratory pile drivers are to be used where geotechnical conditions allow, to reduce the noise to or below the construction equipment noise thresholds of the Vallejo General Plan, Chapter IX, Noise, Figure 11.</i></p>				
<p><i>7) Neighbors within 300 feet of construction areas shall be notified of the construction schedule in writing, prior to construction. The project contractor shall designate a "disturbance coordinator" to be responsible for responding to any local complaints regarding construction noise.</i></p>				

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
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*The coordinator (who may be an employee of the developer or general contractor) shall determine the cause of the complaint and require that reasonable measures warranted to correct the problem be implemented. A telephone number of the noise disturbance coordinator shall be conspicuously posted at the construction site fence and on the notification sent to the neighbors adjacent to the site.*

**XII. POPULATION AND HOUSING --**

*Would the project:*

a) *Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?*

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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*The proposed cancer treatment center is intended to employ approximately 150 persons. It is likely that a limited percentage of these employees would relocate to Vallejo. The number of new residents generated by the project would not induce substantial population growth.*

*The proposed off-site public infrastructure improvements would encourage future growth at Mare Island as proposed by the Mare Island Specific Plan, consistent with the infrastructure systems called for in the Specific Plan.*

b) *Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?*

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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*The project would not displace any existing occupied housing, only vacated Navy living units.*

c) *Displace substantial numbers of people,*

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
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*necessitating the construction of replacement housing elsewhere?*

*The project would not displace any people from this vacated naval shipyard site.*

**XIII. PUBLIC SERVICES**

*a) Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:*

*Fire protection?*



**X**

*The project site lies within an existing City of Vallejo Community Facilities District, which provides partial funding for City services, including fire services.*

*Future demands on services generated by the project would be consistent with the growth and development of the site as anticipated in the Vallejo General Plan and the Mare Island Specific Plan. No significant impacts to services are anticipated.*

*Police protection?*



**X**

*The project site lies within an existing City of Vallejo Community Facilities District which provides partial funding for City services, including police services.*

*Future demands on services generated by the project would be consistent with the growth and development of the site as*

*anticipated in the Vallejo General Plan and the Mare Island Specific Plan. No significant impacts to services are anticipated.*

Schools?  Potentially Significant Impact  Less Than Significant with Mitigation Incorporation  Less Than Significant Impact  No Impact

*As there is no housing component to the project, therefore there would be no impacts on school services.*

Parks?  Potentially Significant Impact  Less Than Significant with Mitigation Incorporation  Less Than Significant Impact  No Impact

*Since there is no housing component to the project, park use related impacts would be limited to those created by project employees and visitors which would be minimal. Approximately ten acres of landscaped park-like areas are proposed on-site to accommodate passive recreation activities for employees and visitors.*

Other public facilities?  Potentially Significant Impact  Less Than Significant with Mitigation Incorporation  Less Than Significant Impact  No Impact  
*No significant impacts are anticipated on other public facilities as a result of this project.*

**XIV. RECREATION --**

a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?  Potentially Significant Impact  Less Than Significant with Mitigation Incorporation  Less Than Significant Impact  No Impact

*The minimal anticipated use of neighborhood and regional parks and other recreational facilities by project employees and visitors is not expected to result in a substantial or accelerated deterioration of such facilities.*

b) Does the project include recreational facilities or require the construction or expansion of recreational facilities, which  Potentially Significant Impact  Less Than Significant with Mitigation Incorporation  Less Than Significant Impact  No Impact

Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
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*might have an adverse physical effect on the environment?*

*The cancer treatment and research center proposal includes approximately ten acres of landscaped area to be used for aesthetic and leisure recreation purposes. This area would replace existing on-site vacated buildings, parking and areas of sparsely vegetated land and would thus result in an overall reduction of other environmental impacts, including aesthetics, runoff, and water quality.*

*The project is expected to have only a minimal impact on the demand for construction or expansion of off-site recreational facilities.*

**XV. TRANSPORTATION/TRAFFIC --**

*Would the project:*

*a) Cause an increase in traffic, which is substantial in relation to the existing traffic load and capacity of the street system (i.e., result in a substantial increase in either the number of vehicle trips, the volume to capacity ratio on roads, or congestion at intersections)?*

<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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*A p.m. peak hour (worst case scenario) traffic generation analysis for the project was conducted by Omni-Means Engineers and Planners and published in a letter dated January 24, 2008 to Mr. Pieter de Monchy of Arcadis US, Inc., representing the project proponent. The analysis concluded as follows: The specific development proposed for this parcel would involve an approximately 125,000 square foot cancer treatment and research center. To provide an estimate of the trip generation, the specific employee and patient projections for the facility were used. The facility would have a total of*



	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
<p>approximately 150 employees with 65 employees on the day shift, 65 on the evening shift and 20 on the night shift, as well as up to 20 patient trip ends per hour. Assuming that the day shift ends and the evening shift begins during the p.m. peak commute period, (and assuming some limited ride-sharing), the facility's p.m. peak hour trips were calculated as follows:</p> <p>--65 departing employees/1.1 persons per car = 59 trips                      --65 arriving employees/1.1 persons per car = 59 trips                      --20 patient trips</p> <p>The total of the above PM peak hour trips is 138.</p> <p>The 15 acres of "off-site" public street and other public infrastructure improvements are sufficient to facilitate the development of the 19-acre cancer treatment and research center site, and are further intended to facilitate the build-out of Mare Island as proposed in the Specific Plan and as previously assessed in the SEIR. This includes, amongst various improvements, construction of the State Route 37/Mare Island interchange modifications in accordance with the currently approved Caltrans interchange project plans, and the "State Route 37/Mare Island Interchange Improvement Project-Initial Study Mitigated Negative Declaration," adopted by the City of Vallejo in 2002. Caltrans plans call for the existing Route 37 Interchange ramp to be modified to align the interchange with the proposed internal street system of Reuse Area 1A.</p>				
<p>b) Exceed, either individually or cumulatively, a level of service standard established by the county congestion management agency for designated roads</p>	<input type="checkbox"/>		<input checked="" type="checkbox"/>	<input type="checkbox"/>

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
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or highways?

*According to the Omni-Means Engineers and Planners traffic analysis (Source 4), the project would generate 138 PM peak hour trips and approximately 600 trips per day. Combined with the proposed off-site public street and other public infrastructure improvements, these traffic levels are not expected to exceed any level of service standards, either individually or cumulatively.*

*See (a) above.*

*c) Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?*

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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*The project would not include any design features or incompatible uses that would substantially increase street safety hazards.*

*d) Result in inadequate emergency access? The project is required to conform to all emergency access requirements of the Vallejo Fire Department.*

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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*e) Result in inadequate parking capacity? All parking is proposed to be provided on-site within a 3-story/4-level parking structure containing a total of 444 spaces. This is considered to be more than enough parking for the proposed level of use intensity. The ratio of parking to building floor area is also consistent with the City Parking Ordinance minimum requirement of 444 spaces for research and development type uses.*

<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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*f) Conflict with adopted policies, plans, or programs supporting alternative*

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
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transportation (e.g., bus turnouts, bicycle racks)?

*The project would not conflict with any adopted policies, plans, or programs supporting alternative transportation.*

**XVI. UTILITIES AND SERVICE SYSTEMS** -- *Would the project:*

a) *Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?*

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
--------------------------	--------------------------	-------------------------------------	--

*The project would not exceed the wastewater treatment requirements of the Vallejo Sanitation and Flood Control District.*

b) *Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?*

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
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*The project would not require or result in the construction of new water or wastewater treatment facilities.*

*See VII. Hazards and Hazardous Materials, b) above.*

c) *Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?*

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
--------------------------	--------------------------	-------------------------------------	--

*The project proposes the construction of one on-site 1-1/2-acre storm water detention basin that will drain into the G Street storm water system, and one off-site one-acre detention basin in the northeast area of Mare Island that will discharge*

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
<i>into the existing outfall at Mare Island Straight. In addition, new storm water drainage system lines are proposed within the off-site 15-acre public street improvement areas as well as a drainage line that is planned to connect the Azuar Drive line to the above referenced off-site detention basin in the northeast portion of Mare Island. Both detention basins are planned to be landscaped and are required to be designed in conformance with City and RWQCB standards. These improvements are expected to create less than significant adverse impact on the environmental.</i>				
<i>d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
<i>There are sufficient water supplies to meet the project demands.</i>				
<i>e) Result in a determination by the wastewater treatment provider that serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
<i>Vallejo Sanitation and Flood Control District has indicated that the District has sufficient capacity to meet project demand (Source 14.</i>				
<i>f) Be served by a landfill with sufficient permitted capacity to accommodate the projects solid waste disposal needs?</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<i>Vallejo Garbage Service has indicated that it has sufficient capacity to meet the demands of the project.</i>				
<i>g) Comply with federal, state, and local statutes and regulations related to solid</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

	<b>Potentially Significant Impact</b>	<b>Less Than Significant with Mitigation Incorporation</b>	<b>Less Than Significant Impact</b>	<b>No Impact</b>
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waste?

*The project would comply with federal, state, and local statutes and regulations related to solid waste.*

**XVII. MANDATORY FINDINGS OF SIGNIFICANCE --**

*a) Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?*

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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*b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?*

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------	-------------------------------------	--------------------------

*c) Does the project have environmental effects, which will cause substantial adverse effects on human beings, either directly or indirectly?*

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
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## SUPPORTING INFORMATION SOURCES

1. Touro Cancer Treatment and Research Center Unit Plan Application text and plans
2. Environmental Information Form, dated December 21, 2007 (including letter from Bruce Lang to Susan McCue, dated December 21, 2007)
3. Letter from Bruce Lang to Don Hazen regarding environmental matters, dated January 23, 2008
4. Letter from George Nickelson (Omni-Means Engineers and Planners) to Pieter de Monchy, dated January 24, 2008 regarding traffic
5. Preliminary Geotechnical Investigation – Touro University Cancer Treatment Center, Mare Island, Vallejo, California, January 2008
6. City of Vallejo General Plan, July 1999
7. Mare Island Specific Plan Amended and Restated, December 2005
8. EIS/EIR and SEIR and Initial Study for the Disposal and Reuse of Mare Island Naval Shipyard, Vallejo, California
9. City of Vallejo Municipal Code (as adopted)
10. Verbal and/or written comments from Vallejo Department of Public Works (Engineering Division)
11. Verbal and/or written comments from Vallejo Water Division
12. Verbal and/or written comments from Vallejo Fire Prevention Division
13. Verbal and/or written comments from Vallejo Development Services Department
14. Verbal and/or written comments from Vallejo Sanitation and Flood Control District
15. Verbal and/or written comments from Vallejo Police Department
16. Verbal and/or written comments from Vallejo City's Attorney's Office
17. Federal Emergency Management Agency, Flood Insurance Program
18. Office of Planning and Research, Hazardous Waste and Substance Sites List

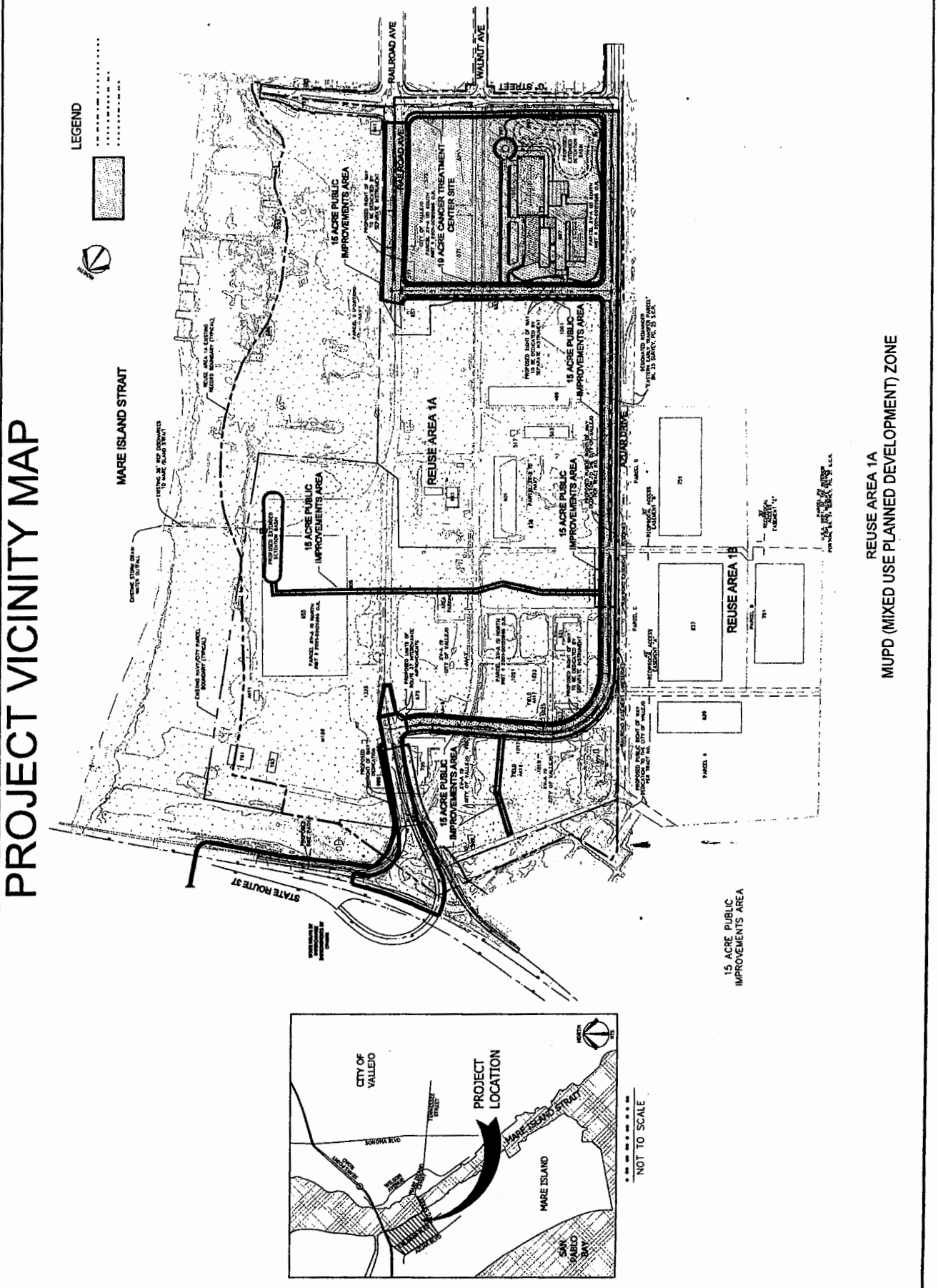
# PROJECT VICINITY MAP

DATE	BY	REVISION

ARCADIS  
 1515 Franklin Oaks Way, Suite 105  
 Concord, California 97008  
 Tel: 760.431.2283 Fax: 760.431.2283

FIGURE 1  
 URBAN UNIVERSITY CANCER RESEARCH & TREATMENT CENTER  
 PHASES 1A-1D REUSE AREA 1A, MARE ISLAND, CITY OF VALLEJO, SOLANO COUNTY, CA

DATE: 10/15/06
SCALE: AS SHOWN
PROJECT NO: 03/07/06
SHEET NO: F.1
TITLE: F.1
DATE: 10/15/06
SCALE: AS SHOWN
PROJECT NO: 03/07/06
SHEET NO: F.1
TITLE: F.1
DATE: 10/15/06
SCALE: AS SHOWN
PROJECT NO: 03/07/06
SHEET NO: F.1
TITLE: F.1



REUSE AREA 1A  
 MUPD (MIXED USE PLANNED DEVELOPMENT) ZONE

# CANCER TREATMENT CENTER SITE PLAN (19 ACRES)

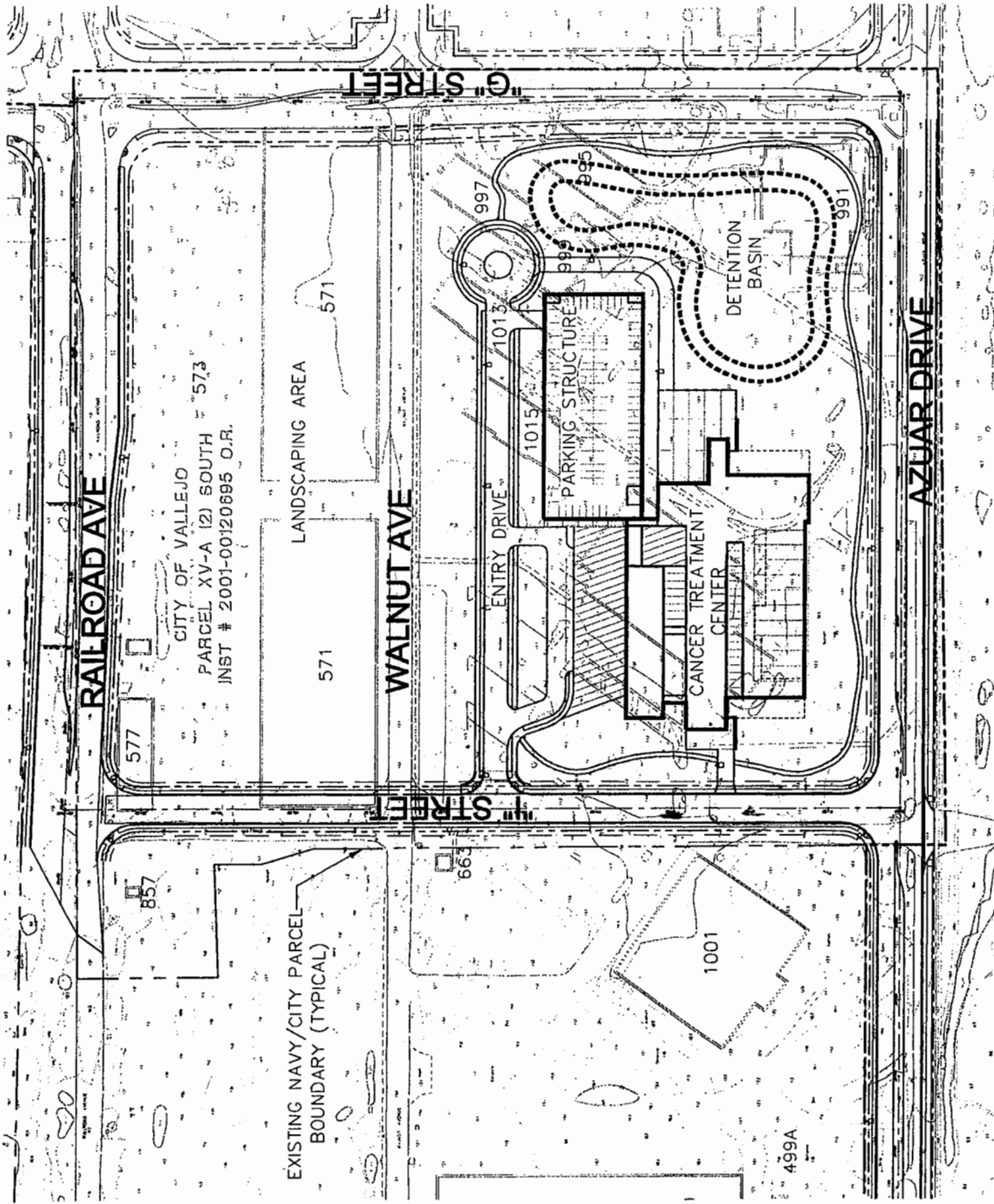
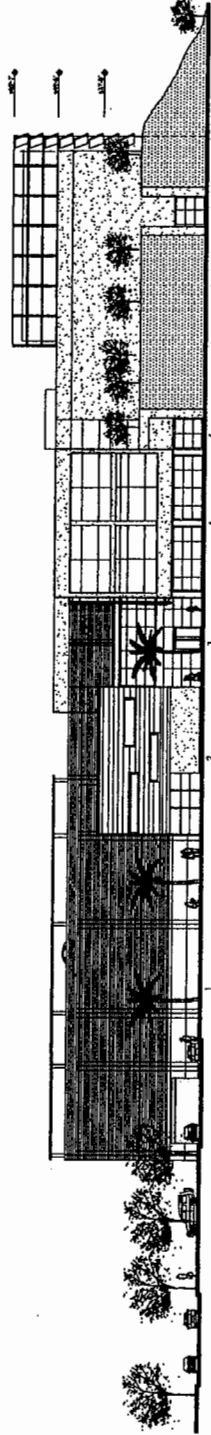
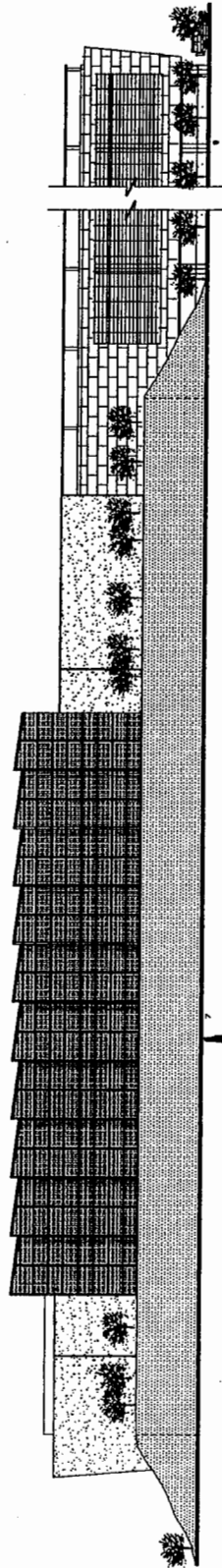




Figure 3



NORTH ELEVATION



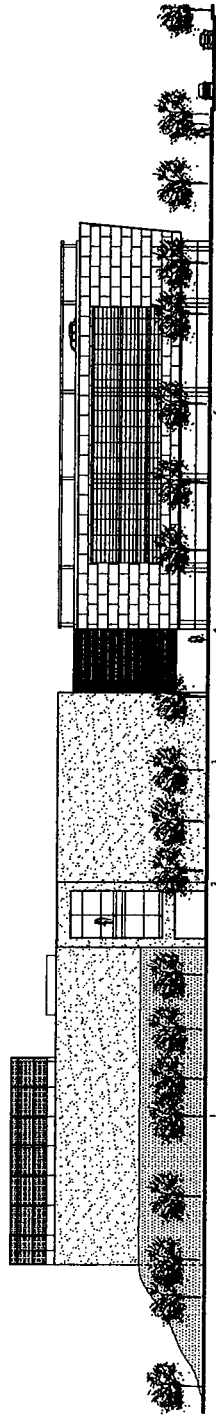
WEST ELEVATION

- 1. PARKING STRUCTURE SYSTEM
- 2. PUBLIC RECEPTION ROOMS
- 3. INDOOR CONNECTORS
- 4. AND 7. SPONSOR SUPPORT
- 5. SPONSOR FACILITY
- 6. SPONSOR FACILITY (WEST)
- 8. PARKING STRUCTURE (WEST)
- CONCRETE FRAME, METAL SHADING SYSTEM
- STEEL FRAME, WOOD CLADDING SYSTEM, CURTAIN WALL SYSTEM, GLASS CURTAIN WALL SYSTEM
- STEEL FRAME, GLASS CURTAIN WALL SYSTEM
- STEEL FRAME, CONCRETE CHAIRING SYSTEM, GLASS CURTAIN WALL SYSTEM, METAL SHADING SYSTEM, ROOFING
- CONCRETE AND BRIMS WITH LANDSCAPING
- CONCRETE, SANDY BRIMS WITH LANDSCAPING, SOLAR PANEL ALLEYS + METAL SUPPORT SYSTEM
- CONCRETE FRAME, METAL PANEL SYSTEM + IRRADIATED METAL SCREEN

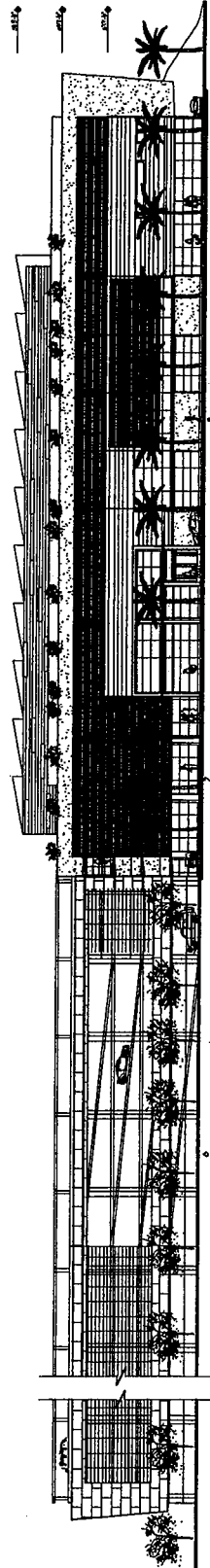


**TOURO UNIVERSITY**  
**CANCER TREATMENT CENTER**  
 PRELIMINARY DESIGN OCTOBER 15, 2007

SHEET 5 OF 7



SOUTH ELEVATION



EAST ELEVATION



- MATERIALS LEGEND**
1. SEATING FACILITY (SOUTH)
  2. BITT SPA
  3. ACCT / SEATING SUPPORT
  4. CONC. CURTAIN WALL SYSTEM
  5. PARKING STRUCTURE (SOUTH)
  6. PARKING STRUCTURE (EAST)
  7. BRADING GARDEN
  8. PUBLIC RECEIPTION/CONF.
  9. CONCRETE LATH WITH FINISH WITH LANDSCAPING
  10. CONCRETE FRAME GLASS CURTAIN WALL SYSTEM
  11. STEEL FRAME-CONCRETE CLADDING SYSTEM, METAL SPANDREL SYSTEM (NORTH)
  12. CONCRETE FRAME GLASS CURTAIN WALL SYSTEM
  13. CONCRETE FRAME METAL PANEL SYSTEM + PROXIMATE METAL SCREEN
  14. CONCRETE FRAME METAL PANEL SYSTEM + PROXIMATE METAL SCREEN
  15. LANDSCAPE TO INCLUDE PAVING, WATER FEATURE, TREE AND VEGETATION
  16. STEEL FRAME WOOD CLADDING SYSTEM, CONCRETE FINISH SYSTEM, GLASS CURTAIN WALL SYSTEM



**TOURO UNIVERSITY  
CANCER TREATMENT CENTER**  
PRELIMINARY DESIGN OCTOBER 15, 2007

SHEET 6 OF 7

**TOURO CANCER TREATMENT AND RESEARCH CENTER PROJECT  
INITIAL STUDY AND MITIGATED NEGATIVE DECLARATION  
RESPONSE TO COMMENTS  
June 2, 2008**

**CHAPTER 1. INTRODUCTION**

**BACKGROUND**

The proposed project addressed by this Initial Study and Mitigated Negative Declaration Response to Comments is the Touro Cancer Treatment and Research Center (SCH#2008042023) proposed to be located on North Mare Island in Vallejo, California (APN 66-021-04). The project provides for the development of an approximately 125,000 square foot cancer treatment and research building, a three-story (four-level) parking structure with 444 parking spaces, an enclosed utility yard and outdoor storage area, approximately ten acres of on-site landscaping, and an approximately 1.5-acre storm water detention basin. The project further provides for off-site area-wide street and related public infrastructure improvements that includes portions of G Street, Azuar Drive, I Street, Railroad Avenue, and the State Route 37 Interchange at North Mare Island. A one-acre storm water detention basin is proposed to receive runoff from the above off-site public improvements.

The project Initial Study and Mitigated Negative Declaration were published by the City of Vallejo Planning Division, Lead Agency, on April 4, 2008. Comments pertaining to these documents provided to the City, together with responses to the comments, form part of the record to be considered by the City of Vallejo prior to action on the project.

Chapter 2 presents comment summaries and responses. The full texts of the documents on which the comment summaries are based are presented in Chapter 3. Initial Study and Mitigated Negative errata are presented in Chapter 4.

**PUBLIC REVIEW AND COMMENTS**

In conformance with the California Environmental Quality Act of 1970 (CEQA), as amended, the City of Vallejo provided an opportunity to the public to comment on the adequacy of the project Initial Study and Mitigated Negative Declaration. The statutory period of public review began on April 4, 2008 and was extended to June 2, 2008. The public review period allowed interested parties – public agencies, organizations, and individuals an opportunity to consider these documents and provide comments to the Lead Agency regarding the adequacy of the environmental review.

Circulation of the Project environmental documents resulted in the submission of nine communications to the City of Vallejo in response to review of the documents by agencies, organizations and individuals.

In the two chapters that follow, Comment Summaries and Responses (Chapter 2), and Texts of Communications (Chapter 3), the written communications are labeled beginning with "A" and ending with "I." Specific comments to which responses have been provided in Chapter 2 are numbered in order within the communications; for example, A-5, B-2, C-4, etc. Each comment number is noted in the margins of the Chapter 3 communication from which it has been excerpted, adjacent to the text from which the comment was drawn.

## **CHAPTER 2. COMMENT SUMMARIES AND RESPONSES**

### **A. STATE OF CALIFORNIA**

#### **GOVERNOR'S OFFICE OF PLANNING AND RESEARCH, STATE CLEARINGHOUSE AND PLANNING UNIT Letter of May 6, 2008**

This letter did not contain any substantive comments on the Initial Study or Mitigated Negative Declaration. Its purpose was to report the receipt of the environmental documents by the Clearinghouse and to establish the dates of the opening and closing of the public review period for State agencies reviewing the project environmental documents.

### **B. STATE OF CALIFORNIA**

#### **DEPARTMENT OF TOXIC SUBSTANCES CONTROL Letter of May 2, 2008**

##### **B-1 Comment:**

The former Mare Island Naval Shipyard has numerous areas of significant chemical contamination and waste ordnance/explosive waste contamination. Many areas have been partially remediated; some areas have had remediation completed; investigation is not complete for many areas, some areas where remediation has been completed now are subject to reuse restrictions to manage residual environmental contamination. Areas still under investigation and remediation have some form of interim use restrictions to control access and limit use to ensure protection of human health and the environment, and to ensure that ongoing environmental investigation and yet to be defined remediation will not be impeded, disrupted, or complicated. The Initial Study and Proposed Mitigated Negative Declaration need to be significantly revised to address existing contamination issues at Mare Island, both onshore and offshore. The Initial Study and project description need to be significantly revised to address existing environmental contamination issues and identify measures to be taken to address necessary site controls to ensure protection of human health and the environment, and to ensure that ongoing environmental investigation and yet to be defined remediation will not be impeded, disrupted, or complicated, or in any way adversely affected. The Initial Study and planning application documents are completely silent in this regard. The proposed project without mitigation measures to address this for both onshore as well as offshore, or considerable alteration of the proposed project, would have a potentially significant effect, if not a significant effect. The proposed project should also be revised to acknowledge that use of Navy property is part of the proposed project, and to clearly describe the Navy role in maintaining appropriate site control to ensure that ongoing environmental investigation and yet

to be defined remediation will not be impeded, disrupted, or complicated, or in any way adversely affected.

**B-1 Response:**

The project does involve currently contaminated property along a limited section of Azuar Drive. The Navy has environmental responsibility to address this contamination. The project also includes a stormwater retention basin proposed to be located on Navy property where pre-existing Navy environmental issues have not been fully resolved. The project also involves property along Railroad Avenue where pre-existing Navy environmental issues have not been fully resolved. The project also includes the use of an existing near shore stormwater outfall located on Navy property within Mare Island Strait, and where pre-existing Navy environmental issues have not been fully resolved.

The Navy is currently working, with the State of California Department of Toxic Substances Control (DTSC), acting as the lead regulatory agency overseeing the environmental cleanup of the former Mare Island Naval Shipyard, to complete the environmental restoration from past Navy activity. The project description will be revised for clarification to state that project activity along Azuar Drive and Railroad Avenue will not begin until pre-existing environmental contamination issues have been addressed, in cooperation with the Navy, and under the oversight and approval of DTSC. The project description also will be revised for clarification to state that the stormwater retention basin component of this project and the use of the stormwater outfall will not be initiated until the related pre-existing environmental contamination issues have been addressed, in cooperation with the Navy, and under the oversight and approval of DTSC.

The Navy does allow for pre-approved uses of various Federal parcels on the former Mare Island Naval Shipyard. The Navy and the City of Vallejo are currently working on a corresponding approval for use of various parcels involved in this project. The project description will also be revised for clarification to state that the aspects of the project that involve Navy property will not be initiated until approval for the use of the Navy property has been obtained from the Navy.

The project description will also be revised for clarification to state that the project does not include the remediation of pre-existing Navy contamination. The remediation of pre-existing Navy contamination is expected to be addressed under the oversight of DTSC prior to initiation of various aspects of the project. As such, the Initial Study and project description do not require significant revision to address existing environmental contamination issues, nor to identify measures to be taken to address necessary site controls to ensure protection of human health and the environment. Project activities will be coordinated with the Navy to ensure that ongoing environmental investigation, and yet to be defined remediation, will not be obstructed or prevented.

**B-2 Comment:**

The following is a partial list of specific project activities/elements for which this Initial Study and proposed Mitigated Negative Declaration should be revised to address existing environmental contamination issues and identify measures to be taken to establish necessary site controls to ensure protection of human health and the environment, and to ensure that ongoing

environmental investigation and yet to be defined remediation will not be impeded, disrupted, or complicated, or in any way adversely affected. Details of the proposed activity should be provided to allow assessment of the adequacy of the proposed method and activity with respect to the above. Please note that this list may not be complete as the information provided in the Initial Study and proposed Mitigated Negative Declaration and planning application did not provide adequate information to assess all aspects of the project with respect to existing environmental contamination issues.

- a. Public improvements along Azuar Drive and disturbance of known subsurface contamination
- b. Public improvements along/in proximity to Railroad Avenue
- c. Storm water detention basin and potential for surface soil disturbance/erosion on Navy property under investigation for contamination
- d. Pipeline maintenance and repair for leaks/failures
- e. Post-construction subsurface utility maintenance and repair
- f. Storm-water discharge to Mare Island Strait (Navy property area)
- g. Outfall construction, use, maintenance
- h. Project generated hazardous materials/waste management and consistency with applicable federal, state, local laws and regulations
- i. Disturbance of offshore sediments on Navy property under investigation for possible chemical contamination as well as explosive waste ordnance
- j. Road maintenance and construction
- k. Groundwater monitoring well construction and access
- l. Worker safety training (and OE/rad recognition training for offshore areas)
- m. Public access control plans for Navy impacted property and/or property for which environmental remediation has not been completed.

**B-2 Response:**

The project description will also be revised for clarification to state that the project does not include the remediation of pre-existing Navy contamination. The remediation of pre-existing Navy contamination is expected to be addressed under the oversight of DTSC prior to initiation of various aspects of the project. As such, the Initial Study and project description do not require significant revision to address existing environmental contamination issues, nor to identify measures to be taken to address necessary site controls to ensure protection of human health and the environment. Project activities will be coordinated with the Navy to ensure that ongoing environmental investigation, and yet to be defined remediation, will not be obstructed or prevented.

**B-3 Comment:**

It appears that the Initial Study and proposed Mitigated Negative Declaration did not take into account the following:

- a) portions of the project plan area lie outside the jurisdiction of the City of Vallejo insofar as certain areas have not been transferred and are still Navy property,
- b) project design won't minimize environmental effects since some areas yet to be remediated for chemical and explosives contamination have been included in the project plan area, and

c) portions of the project plan area are not currently available due to unresolved contamination issues on Navy property within the project area.

**B-3 Response:**

The project description will also be revised for clarification to state that the project does not include the remediation of pre-existing Navy contamination. The remediation of pre-existing Navy contamination is expected to be addressed under the oversight of DTSC prior to initiation of various aspects of the project. As such, the Initial Study and project description do not require significant revision to address existing environmental contamination issues, nor to identify measures to be taken to address necessary site controls to ensure protection of human health and the environment. Project activities will be coordinated with the Navy to ensure that ongoing environmental investigation, and yet to be defined remediation, will not be obstructed or prevented.

The Navy does allow for pre-approved uses of various Federal parcels on the former Mare Island Naval Shipyard. The Navy and the City of Vallejo are currently working on a corresponding approval for use of various parcels involved in this project. The project description will also be revised for clarification to state that the aspects of the project that involve Navy property will not be initiated until approval for the use of the Navy property has been obtained from the Navy.

**B-4 Comment:**

The project description should be revised to address existing environmental contamination issues and identify measures to be taken to address necessary site controls to ensure protection of human health and the environment, and to ensure that ongoing environmental investigation and yet to be defined remediation will not be impeded, disrupted, or complicated, or in any way adversely affected. The Initial Study and proposed Mitigated Negative Declaration are completely silent in this regard.

**B-4 Response:**

See B-3 Response.

**B-5 Comment:**

Details of construction of above and below ground pipeline sections should be included with information detailing how the project will be conducted in a manner that ensures protection of human health and the environment, and ensures that ongoing environmental investigation and yet to be defined remediation will not be impeded, disrupted, or complicated, or in any way adversely affected.

**B-5 Response:**

See B-3 Response.

**B-6 Comment:**

The Initial Study and proposed Mitigated Negative Declaration need to be revised to address how the proposed project will not have any impact on the surrounding areas. In particular, the proposed project must be defined such that there will be no negative hydrological impact to the Navy property and existing contamination. Hydraulic separation may need to be demonstrated through groundwater monitoring data.

**B-6 Response:**

See B-3 Response.

**B-7 Comment:**

Details should be provided regarding how surface transportation would be conducted in the event that paved surfaces were to be removed for remediation. Details should also be provided regarding how this activity would be conducted in a manner that ensures protection of human health and the environment, and ensures that ongoing environmental investigation and yet to be defined remediation will not be impeded, disrupted, or complicated, or in any way adversely affected.

**B-7 Response:**

See B-3 Response.

**B-8 Comment:**

Details should be provided for the offshore outfall part of the project to allow assessment of the adequacy of the proposed project with respect to existing offshore contamination issues and the need for protection of human health and the environment, and to ensure that ongoing environmental investigation and yet to be defined remediation will not be impeded, disrupted, or complicated, or in any way adversely affected.

**B-8 Response:**

The project description will also be revised for clarification to state that the project does not include the remediation of pre-existing Navy contamination. The remediation of pre-existing Navy contamination is expected to be addressed under the oversight of DTSC prior to initiation of various aspects of the project. As such, the Initial Study and project description do not require significant revision to address existing environmental contamination issues, nor to identify measures to be taken to address necessary site controls to ensure protection of human health and the environment. Project activities will be coordinated with the Navy to ensure that ongoing environmental investigation, and yet to be defined remediation, will not be obstructed or prevented.

The Navy does allow for pre-approved uses of various Federal parcels on the former Mare Island Naval Shipyard. The Navy and the City of Vallejo are currently working on a corresponding approval for use of various parcels involved in this project. The project description will also be revised for clarification to state that the aspects of the project that involve Navy property will not be initiated until approval for the use of the Navy property has been obtained from the Navy.

In addition, the project description will be revised to clarify that the changes to the storm drain system are upstream of the outfalls and will not involve the handling of any offshore sediments. No construction activities are planned within 100 feet of the shoreline.

**B-9 Comment:**

Given the extent to which this Initial Study needs revision to address these comments, a revised draft Initial Study should be issued for another formal public comment. Given the limited detail provided and specific inadequacies identified herein, the project as described in the Initial Study



and planning application would likely have a potentially significant effect, if not a significant effect. Environmental Factors Potentially Affected because of existing environmental contamination on Navy property would likely include, but not be limited to, air quality, biological resources, geology and soils, hazards and hazardous materials, hydrology and water quality, land use and land use planning, transportation and traffic, utilities and service systems.

**B-9 Response:**

The project description will also be revised for clarification to state that the project does not include the remediation of pre-existing Navy contamination. The remediation of pre-existing Navy contamination is expected to be addressed under the oversight of DTSC prior to initiation of various aspects of the project. As such, the Initial Study and project description do not require significant revision to address existing environmental contamination issues, nor to identify measures to be taken to address necessary site controls to ensure protection of human health and the environment. Project activities will be coordinated with the Navy to ensure that ongoing environmental investigation, and yet to be defined remediation, will not be obstructed or prevented.

The Navy does allow for pre-approved uses of various Federal parcels on the former Mare Island Naval Shipyard. The Navy and the City of Vallejo are currently working on a corresponding approval for use of various parcels involved in this project. The project description will also be revised for clarification to state that the aspects of the project that involve Navy property will not be initiated until approval for the use of the Navy property has been obtained from the Navy.

**B-10 Comment:**

The City of Vallejo Notice of Public Hearing and Intent to Adopt a Mitigated Negative Declaration sheet incorrectly states that the project site is not listed on the Cal/EPA Cortese List.

**B-10 Response:**

The former Mare Island Naval Shipyard is indeed on the Cortese List. However, the specific parcel on which the proposed Touro Cancer Treatment Center is to be located (south of G Street, between Railroad Avenue and Azuar Drive) has been certified by the Department of Toxic Substances Control (DTSC) as having had all required remedial action completed. Both DTSC and the Navy have found this parcel as suitable for transfer for unrestricted use. This specific parcel has since been transferred from the Navy to the City of Vallejo for unrestricted reuse.

**B-11 Comment:**

Page 1 of the Proposed Mitigated Negative Declaration, Background section, item number 5: The statement given that project site is presently owned by the City of Vallejo is incorrect. The project includes utility construction along Azuar Drive which is on Navy property, also a storm water retention basin which is on Navy property, connections across Navy property and to the storm water retention basin, and discharge to Navy property in Mare Island Strait. The project also appears to potentially involve Navy property along/near Railroad Avenue as well. These Navy properties are under investigation for contamination. Environmental remediation has not been completed.

**B-11 Response:**

The project description will also be revised for clarification to state that the project does not include the remediation of pre-existing Navy contamination. The remediation of pre-existing Navy contamination is expected to be addressed under the oversight of DTSC prior to initiation of various aspects of the project. As such, the Initial Study and project description do not require significant revision to address existing environmental contamination issues, nor to identify measures to be taken to address necessary site controls to ensure protection of human health and the environment. Project activities will be coordinated with the Navy to ensure that ongoing environmental investigation, and yet to be defined remediation, will not be obstructed or prevented.

The Navy does allow for pre-approved uses of various Federal parcels on the former Mare Island Naval Shipyard. The Navy and the City of Vallejo are currently working on a corresponding approval for use of various parcels involved in this project. The project description will also be revised for clarification to state that the aspects of the project that involve Navy property will not be initiated until approval for the use of the Navy property has been obtained from the Navy.

**B-12 Comment:**

Page 3 of the Proposed Mitigated Negative Declaration, section 8: The document states that future ownership and maintenance responsibilities for the retention basin are to be determined through a Unit Plan Application review process. The assignment of ownership and maintenance responsibilities is relevant to assessing the impacts of the project relative to existing contamination issues.

**B-12 Response:**

See B-3 Response.

**B-13 Comment:**

Page 3, paragraph 4 of the Proposed Mitigated Negative Declaration, section 8: The site is on the Cal/EPA Cortese List. Sections of the project property have not been transferred from the Navy, specifically due to outstanding environmental contamination issues and remediation requirements. Some of these Navy properties do present a current and future risk to human health and the environment.

**B-13 Response:**

See B-1 Response.

**C. STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION  
Letter of May 5, 2008**

**C-1 Comment:** The project's fair share contribution (for traffic impacts), financing, scheduling, implementation responsibilities and lead agency monitoring should be fully discussed in the MND. This information should also be presented in the Mitigation Monitoring Report Plan (MMRP), which should be attached to the MND.

**C-1 Response:** CEQA does not require an analysis of financing methods nor economic or social impacts. 14 Cal Code Regs. Sec. 15064(e), Sec. 15382; Cal Pub. Res. Code Sec. 21080(e). As described in the Initial Study, when fully operational the project would produce a total of 138 PM peak hour trips and approximately 600 trips per day. The traffic impacts of the project, in and of itself, would not be significant enough to warrant construction of the Highway 37 off-ramp, the full build-out of Azuar Drive, I Street or the interim Railroad Avenue improvements. However, as a condition of project approval and through the Development Agreement process, upon acquisition of the property the project applicant will be required to fully fund the build-out of all on-site and off-site infrastructure described in the Unit Plan application and Initial Study, including Azuar Drive from G Street to Highway 37, the Highway 37 off-ramp, I Street, and interim improvements to Railroad Avenue. This level of commitment from the applicant exceeds the mitigation of potential project impacts and the project applicant will seek reimbursement for over-sizing North Mare Island backbone Infrastructure from others that receive a benefit from such backbone Infrastructure, with reimbursement to be by way of a reimbursement agreement, or through formation of a Benefit Assessment District, or from other methods. The scheduling of the construction of the infrastructure improvements is as described in the development agreement and in Response D-1.

**C-2 Comment:** Any tree removal within the state right of way (ROW) and associated costs should also be discussed.

**C-2 Response:** Sheet C-7 of the PD Unit Plan application package indicates that a minimal number of trees will need to be removed in order to permit construction of the State Route 37 Interchange improvements project. CEQA review of this independent project was previously conducted and appropriate mitigations were integrated into the project. No other trees within the Caltrans right of way are proposed to be removed in conjunction with the Touro project.

**C-3 Comment:** Please provide data and analysis to support the conclusion that the project's cumulative impacts are less than significant.

**C-3 Response:** Please see the C-1 Response. Additionally, supportive data and analysis are provided a focused Traffic Study prepared for this project in the Omni-Means Cancer Treatment Center Traffic Review and Analysis, dated May 28, and attached as an Exhibit-1.

**C-4 Comment:** What is the impact of the project's 138 PM peak hour and 600 average daily trips to operations of the study area circulation system?

**C-4 Response:** Please see Response C-1. Additionally, the impact is negligible as demonstrated in the Omni-Means Cancer Treatment Center Traffic Review and Analysis, dated May 28, and attached as an Exhibit-1.

**C-5 Comment:** Since the MND states: "... 15 acres of the 'off-site' public street and other public infrastructure improvements are sufficient to facilitate the development...", improvements should be identified in the MND. Specifically the project's fair-share contribution (for traffic impacts) for financing, scheduling, implementation responsibilities and lead agency monitoring should be detailed wherever mitigation is cited.

**C-5 Response:** Please see the C-1 Response and the Omni-Means Cancer Treatment Center Traffic Review and Analysis, dated May 28, and attached as an Exhibit-1.

**C-6 Comment:** Please discuss scheduling for completion of the Touro Cancer Treatment Center and related infrastructure improvements in relation to scheduling for completion of the SR 37 Interchange improvements.

**C-6 Response:** Please see the C-1 and D-1 Responses. Additionally, pursuant to the improvements sequencing plan discussed in other responses, the project proponent proposes to construct the State Route 37 Interchange improvement immediately following the completion of Azuar Drive and its intersection with Railroad Avenue and before the completion of construction of the Touro Cancer Treatment and research Center.

**C-7 Comment:** Please provide the Omni-Means Engineers and Planners traffic impact analysis (TIA) as well as the electric raw traffic volume counts and the "Synchro" files for this project for our review.

**C-7 Response:** The Initial Study refers to a letter from Omni-Means dated January 24, 2008 (Source 4), which is available for review at City offices. The Omni-Means Cancer Treatment Center Traffic Review and Analysis, dated May 28, and attached as an Exhibit-1

#### **D. LENNAR MARE ISLAND Letter of April 14, 2008**

**D-1 Comment:** The City's current approach is inconsistent with, and directly contradicts, the Mare Island Specific Plan. A key component of the reuse and development of the North Island has always been the installation of infrastructure. Specifically, as the main access point for Mare Island, it has always been anticipated that the reuse of the North Island would start with upgrades to Railroad Avenue. Section 5.1.2 of the 2007 Mare Island Specific Plan states the following related to this issue:

"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."

The Unit Plan's extension of Azuar, bringing all southbound traffic, including trucks, off State Route 37 down the newly improved portion of Azuar is inconsistent with the approved commercial and residential transportation goals of the Specific Plan

**D-1 Response:** Following is a series of references from the Specific Plan and the EIR for the Specific Plan that address traffic and infrastructure development matters raised by the commenter:

"The primary truck routes will be along Railroad Avenue, Azuar Drive south to Connolly 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." SP, Sec. 5.8 (emphasis added)

“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... The configuration of major streets is discussed below.” SP, Sec. 5.2.3 (emphasis added)

“Railroad Avenue between G and Connolly (formerly 3<sup>rd</sup>) Streets is the major truck and rail access route.” SP, Sec. 5.2.3(i) (emphasis added)

“Railroad Avenue should serve as the principal traffic, truck and railroad artery on Mare Island....” SP, Sec. 5.1.2(i)

“Walnut Avenue – the one-way segment north of G Street would be abandoned as a through street.” EIR, p. III.B.14.

“Truck traffic on Azuar Drive will be necessary as far south as Connolly (formerly 3<sup>rd</sup>) Street to serve the light industrial uses.” SP, Sec. 5.1.2(iii) (emphasis added)

“Truck access on Azuar Drive south of G Street to Connolly (formerly 3<sup>rd</sup>) Street, which is necessary to service light industrial development, should be discouraged during peak traffic times.” SP, Sec.5.2.3 (v) (emphasis added)

The Specific Plan does not mandate that reuse or development of the North Island must start with upgrades to Railroad Avenue or that Railroad Avenue must be built-out to its full width as part of the first reuse of North Island; rather the Specific Plan is silent on phasing and therefore phasing is left to the discretion of the City. (SP, Sec. 8.6)

The Specific Plan notes that “Railroad Avenue between G and Connolly Streets is expected to be the major truck and access route.” (SP, 5.2.3(i)) The Specific Plan also indicates that Azuar Drive will have an important role and is intended to carry truck traffic as far south as Connolly Street. (SP, 5.8) Additionally, the Specific Plan and EIR call for the closure of Walnut Avenue north of G Street. (EIR, IILB.IV)

In an effort to respond to and minimize the above traffic circulation concerns raised by the commenter (setting aside the Specific Plan conformance matter), representatives of the City staff and Touro recently conducted joint meetings with Lennar Mare Island. The result was the development of a street improvements sequencing plan intended to minimize impacts on the flow of traffic on Mare Island during and after the street improvements construction process. The sequencing plan consists of the following:

1. Completion of improvements to Azuar Drive north of G Street
2. Completion of the State Route 37 Interchange improvements
3. Completion of I Street improvements
4. Completion of limited G Street improvements
5. Interim improvements to Railroad Avenue from I Street to the State Route 37 Interchange (following the construction of the interim improvements on Railroad

Avenue, the City will authorize two-way traffic on Railroad Avenue from G Street to the State Route 37 Interchange)

6. Walnut Avenue closure

The above street improvements sequencing plan is recommended by City staff to be incorporated into the project by way of a condition of approval of the PD Unit Plan.

**D-2 Comment:** The City's current approach of leaving Railroad Avenue improvements behind could irreparably harm and undermine the existing Mare Island business community as well as jeopardize the viability of the approximately 6 million square feet of commercial space located south of G Street. The use of Azuar Drive as the main route for all southbound traffic would essentially cut off direct access from State Route 37 to more than 75 percent of the commercial and job generating areas on Mare Island.

**D-2 Response:** As noted in the D-1 Response, the timing of street improvements in Reuse Area 1A is left open to City discretion. The commenter's concerns regarding potential harm to Mare Island businesses, is further intended to be addressed through the implementation of the street improvements sequencing plan presented at the end of the D-1 Response.

**D-3 Comment:** The City's current approach may violate the California Environmental Quality Act (CEQA). The Unit Plan's inconsistency with the Mare Island Specific Plan, as well as the Zoning Master Plan, begs the question of the project's compatibility with the approved CEQA document. The approved CEQA document did not contemplate or analyze a project which emphasizes the use of Azuar Drive for all southbound traffic.

**D-3 Response:** The City does not find that the project CEQA documentation violates the CEDA process or its provisions. For the reasons cited in the D-1 Response regarding proposed off-site street improvements, the City has determined that the traffic circulation improvements and timing are consistent with Mare Island Specific Plan/Master Plan. The project CEQA documentation analyzed the project relative to the Specific Plan/Master Plan text and figures and the City has determined that the proposed project improvements and timing are consistent with them.

**E. MORRISON/FOERSTER**

**Letter of May 1, 2008**

**E-1 Comment:** The Project is inconsistent with the Specific Plan and the Master Plan, and it violates CEQA. Traffic, including truck traffic, to and from G Street to the North Gate/Route 37 interchange presently uses Railroad Avenue, a two-lane, one-way northbound roadway and Walnut Avenue, a two-lane, one-way southbound roadway. The Project contemplates northbound traffic including truck traffic to continue using Railroad Avenue.

Significantly, it proposes the closure of Walnut Avenue and therefore the elimination of its use for southbound traffic, including trucks, without the full build-out of Railroad Avenue to six lanes, three in each direction, as contemplated by the Specific Plan and Master Plan. The Project proposes it improve Azuar Drive north to G Street to the Main Gate/Route 37

interchange and to direct all southbound traffic, including all truck traffic, off of Route 37 down Azuar Drive toward G Street and to the balance of Mare Island, including the residential areas.

**E-1 Response:** Please refer to the D-1 Response with regard to Specific Plan conformity and to the D-3 Response regarding CEQA consistency.

**E-2 Comment:** The Project's traffic circulation plan is inconsistent with important standards and policies of the Specific Plan. Section 5.1.2 of the Specific Plan states that "Railroad Avenue should serve as the principal traffic, truck and railroad artery on Mare Island, providing access from State Route 37." It also states that "Azuar Drive should be designed to serve as the primary access to the residential, recreational, and mixed use components of Mare Island." See also Section 5.2.2.

Thus, re-routing all southbound truck traffic onto Azuar Drive as a result of closing southbound Walnut Avenue violates these fundamental provisions in the Transportation section of the Specific Plan. This inconsistency is exacerbated by having no binding requirement to build-out Railroad Avenue as planned.

State law and local ordinance provide that no development permit, including the Unit Plan requested here, may be approved unless it is consistent with the applicable Specific Plan. See, e.g., Vallejo Municipal Code section 16.104.040. This fundamental inconsistency with the Specific Plan in violation of state and local law is sufficient, standing alone, to require modification of the Project to ensure Specific Plan consistency.

**E-2 Response:** Please refer to the D-1 Response with regard to Specific Plan conformity. The project CEQA review analyzed the project relative to the Specific Plan and Master Plan and as a result the City has determined that the proposed traffic circulation improvements and timing are consistent with these plans. The City therefore finds that the project does not violate the Specific Plan and the Master Plan and correspondingly State law and the Municipal code. In addition, the commenter's concerns regarding vehicular circulation are intended to be addressed through the implementation of the street improvements sequencing plan presented at the end of the D-1 Response.

**E-3 Comment:** The Project also violates the City's Zoning Ordinance. Pursuant to Vallejo Municipal Code section 16.116.035, the Specific Plan also serves as the Zoning Master Plan for Mare Island. Thus, the above quoted and other relevant transportation policies and standards in the Specific Plan are also a part of the Master Plan for Mare Island.

Unit Plans, such as the one applied for as part of the Project, must be consistent with the Master Plan. See Vallejo Municipal Code, section 16.116.075. Therefore, just as with the Specific Plan violation detailed above, the Project's inconsistency with the Master Plan requires Project modification to ensure Master Plan consistency.

**Response E-3:** Please refer to the D-1 and E-2 Responses.

**E-4 Comment:** Concerning CEQA, the MND is deficient. The Initial Study's Land Use-Planning "box" under Environmental Factors Potentially Affected (see MDN at page 4) is not checked, thereby overlooking the Project's inconsistency with the noted relevant land use and planning

regulations. (See also, MND at page 29 – assertion of no inconsistency.) This is a fatal flaw under CEQA. Even more serious and flowing directly from the failure to identify Land Use and Planning as a factor to be reviewed for potential impacts, there is no discussion whatsoever of potential impacts that may be caused by the violation of the standards and policies contained in the Specific Plan and the Master Plan. Such analysis is at the very heart of CEQA.

**Response E-4:** The Initial Study's Land Use–Planning "box" (page 4 of the Initial Study) is not checked because the City concluded that land use and planning would not be potentially affected by this project (i.e., the project would involve at least one impact that is a potentially significant impact). In the review of Land Use–Planning matters, the following conclusions were reached (please refer to the Initial Study for details):

1. The project would not physically divide an established community.
2. The project would not conflict with any applicable land use plan, policy, or regulation of the City of Vallejo or other agency or jurisdiction over the project (including, but not limited to the Vallejo General Plan, Mare Island Specific Plan, Mare Island Master Plan, and the Vallejo Municipal Code) adopted for the purpose of avoiding or mitigating an environmental effect. Please refer to the D-1 Response for additional discussion regarding traffic circulation matters relating to Specific Plan conformity.
3. The project would not conflict with any applicable conservation plan or natural community conservation plan.

**E-5 Comment:** When an agency such as the City considers adopting a mitigated negative declaration, such as the MND here, the Project must be revised to incorporate mitigation measures before the negative declaration is released for public review and comment.

**E-5 Response:** Mitigation measures for all potentially significant environmental impacts were included within the project Initial Study/Mitigated Negative Declaration before the documents was released for public review and comment on April 4, 2008.

**E-6 Comment:** There is no discussion regarding potential impacts caused by the Project's inconsistency with the Specific Plan and the Master Plan. Moreover, no mitigation measures were proposed and included in the MND, as required, to mitigate the potential impacts on traffic, such as, for example, for intermixing of truck traffic down Azuar Drive with family vehicles proceeding to residential and recreational areas.

**E-6 Response:** Please refer to the D-1 Response for Specific Plan conformity discussion pertaining to traffic circulation. Since the proposed project was not deemed to be inconsistent with traffic circulation, no further mitigation measures are required.

**E-7 Comment:** It is well within the City's ability to condition and otherwise modify the Project in order to be consistent with the Specific Plan and the Master Plan, and thereby avoid any violations of CEQA.

**E-6: Response:** Comment acknowledged.

## F. LENNAR MARE ISLAND



**Letter of May 2, 2008**

**F-1 Comment:** Lennar Mare Island has several concerns with the phasing and implementation of infrastructure, and the impact it will have on existing and future businesses. The Unit Plan, as submitted, improves access to a small area of Mare Island, but renders access to the majority of the business core more difficult. By shifting development priority from Railroad Avenue to Azuar Drive, and closing a portion of Walnut Avenue, the City will impair, not enhance, transportation to Mare Island's primary business core (representing approximately 6 million square feet of commercial space) located south of G Street.

**F-1 Response:** Please refer to the D -1 Response with regard to measures to be taken by the City to ensure that a convenient traffic circulation is maintained in the North Mare Island area for the benefit of all Mare Island businesses and residents.

**G. ALCO IRON & METAL CO.  
Letter of May 5, 2008**

**G-1 Comment:** The proposed plans and project description call for the closure of Azuar Drive. However, there is no mention of when, how long, or what parts of Azuar are to be closed.

**G-1 Response:** The construction of Azuar Drive will be phased so as not to disrupt access to existing businesses located in Reuse Area 1B where the Alco Iron & Metal Company is located. There is no plan to close Azuar Drive. Access and construction staging plans are to be part of the construction documents to be reviewed and approved by the City Engineer.

**G-2 Comment:** There is no provision for how Alco's business customers and employees will be able to access our yard during the closure of Azuar Drive.

**G-2 Response:** Please see Response G-1.

**H. RUSS BARNES (COOPER CRANE)  
Email of May 5, 2008**

**H-1 Comment:** Walnut Avenue currently handles the vast majority of truck traffic. With its closing, our trucks will have to choose between making extra turns while competing with construction and residential traffic on Azuar Drive or traveling on Railroad Avenue's straighter but single lane. Neither option is attractive to a truck carrying a crane.

**H-1 Response:** The planned off-site infrastructure will slightly increase the required turning movements for a crane-carrying truck. The addition of the State Route 37 Interchange improvements and four travel lanes on Azuar Drive as well as two-way Railroad Avenue circulation will enhance traffic flow on North Mare Island. Any further development on North Mare Island, following the Touro Cancer Treatment and Research Center, will necessitate the full build-out of Railroad Avenue.

**H-2 Comment:** The commenter raises concern regarding traffic impacts on the residential area of Mare Island since Azuar Drive leads directly the new residential developments.

**H-2 Response:** Per the direction of the City Engineer, truck traffic will be discouraged on Azuar Drive, south of G Street. Truck traffic will be routed, via signage, to Railroad Avenue south of G Street and away from the residential areas.

Section 5.8 of the Specific Plan indicates that “the primary truck routes will be along Railroad Avenue, Azuar Drive south to Connolly 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.” The purpose of this Specific Plan policy is to protect the residential neighborhoods of Mare Island from through truck traffic.

The traffic analysis contained in the previous environmental impact reports prepared for the Mare Island Specific Plan concluded that implementation of the Plan policies (including Section 5.8) would adequately mitigate traffic impacts within residential neighborhoods to a less than significant level.

**H-3 Comment:** The commenter understands that Railroad Avenue is to be built-out during the second phase of the North Mare Island development and that the second phase will be completed around 2012. He further understands that Railroad Avenue will be under construction while there is still construction traffic on Azuar Drive for phase 1. He assumes that all access through North Mare Island will be used for construction traffic for some time. This is a concern to those whose businesses depend upon ready access to Highway 37 from South Mare Island.

**H-3 Response:** Please see Response D-1. The Touro Cancer Treatment and Research Center project is planned as a single-phase development and is the only application pending for North Mare Island. Any future development of North Mare Island, beyond the Touro Cancer Treatment and Research Center will be conditioned on full construction of Railroad Avenue. Any future development of North Mare Island will be a separate project.

## **I. MYRNA HAYES**

**Letter of May 5, 2008**

**I-1 Comment:** The commenter is concerned that the Initial Study and Mitigated Negative Declaration have not addressed the impacts the project will have regarding environmental cleanup that is still necessary along Azuar Drive, and in particular, the area still owned by the U.S. Navy because of its contaminants. There are groundwater monitoring wells at this location which might be affected by construction related to the project. Will there be some coordination with the Navy during the development phase of the road improvements to address this issue? Due to this issue, there would be a significant impact of this project, if the contaminated Navy owned property is not addressed by the project and its environmental review.

**I-1 Response :** The Navy is currently working with DTSC, as the lead regulatory agency overseeing the environmental cleanup of the former Mare Island Naval Shipyard, to complete the environmental restoration from past Navy activity. The project description will be revised for

clarification to state that project activity along Azuar Drive and Railroad Avenue will not begin until pre-existing environmental contamination issues have been addressed, in cooperation with the Navy, and under the oversight and approval of DTSC. Similarly, any monitoring wells disturbed by the construction activities will be relocated with the cooperation of the Navy and under the oversight of DTSC.

The Navy does allow for pre-approved uses of various Federal parcels on the former Mare Island Naval Shipyard. The Navy and the City of Vallejo are currently working on a corresponding approval for use of various parcels involved in this project. The project description will also be revised for clarification to state that the aspects of the project that involve Navy property will not be initiated until approval for the use of the Navy property has been obtained from the Navy.

The project description will also be revised for clarification to state that the project does not include the remediation of pre-existing Navy contamination. The remediation of pre-existing Navy contamination is expected to be addressed under the oversight of DTSC prior to initiation of various aspects of the project. As such, the Initial Study and project description do not require significant revision to address existing environmental contamination issues, nor to identify measures to be taken to address necessary site controls to ensure protection of human health and the environment. Project activities will be coordinated with the Navy to ensure that ongoing environmental investigation, and yet to be defined remediation, will not be obstructed or prevented.

**I-2 Comment:** The commenter does not see how the City and developer are going to address existing environmental cleanup issues, and feels that this topic was not adequately addressed in the Initial Study, Mitigated Negative Declaration and application. A number of concerns regarding contaminated soils are presented by the Initial Study but this does not include any work contemplated to take place below ground for utilities in the project area, including Azuar Drive and Railroad Avenue and the storm water detention basin, as well as its location and its eventual drainage into the Mare Island Strait/Napa River.

**I-2 Response:** Please see the I-1 Response.

**I-3 Comment:** It is not clear in the documents what type of worker safety training will be in place both during construction and after the construction is complete, if there are contaminants left in place.

**I-3 Response:** The specific parcel on which the proposed Touro Cancer Treatment Center is to be located (south of G Street, between Railroad Avenue and Azuar Drive) has been certified by DTSC as having had all required remedial action completed. Both DTSC and the Navy have found this parcel as suitable for transfer for unrestricted use. This specific parcel has since been transferred from the Navy to the City of Vallejo for unrestricted reuse.

The Applicant's contractor will be responsible for preparing and maintaining a worker safety training program during construction. In the event contamination is encountered during construction, a team of hazmat trained professionals will direct activities at the site to protect human health and the environment.

The facility's operator will provide any additional worker safety training, if needed, after construction is complete.

**I-4 Comment:** The commenter does not recall that the Amended and Restated Specific Plan completed by the City in 2005, envisioned the major traffic corridor from State Route 37 to G Street as following the Azuar Drive route. The current project appears to be inconsistent with the Plan and that potentially significant change should be addressed more fully.

**I-4 Response:** Please refer to the I-1 Response.

### **CHAPTER 3. TEXTS OF COMMUNICATIONS**

The pages that follow contain the public communications provided to the City of Vallejo regarding the project Initial Study and Mitigated Negative Declaration.

### **CHAPTER 4. INITIAL STUDY AND MITIGATED NEGATIVE DECLARATION ERRATA**

The project description is revised for clarification to state that:

1. Project activity along Azuar Drive and Railroad Avenue will not begin until pre-existing environmental contamination issues have been adequately addressed ~~fully resolved~~, in accordance with the Navy, and as determined by the State of California Department of Toxic Substances Control. Also that the stormwater retention basin component of this project and the use of the stormwater outfall will not be initiated until the related pre-existing environmental contamination issues have been fully resolved, in accordance with the Navy, and as determined by the State of California Department of Toxic Substances Control.
2. The aspects of the project that involve Navy property will not be initiated until approval for the use of the Navy property has been obtained from the Navy.
3. The project does not include the remediation of pre-existing Navy contamination.



ARNOLD SCHWARZENEGGER  
GOVERNOR

STATE OF CALIFORNIA  
GOVERNOR'S OFFICE of PLANNING AND RESEARCH  
STATE CLEARINGHOUSE AND PLANNING UNIT



CYNTHIA BRYANT  
DIRECTOR

May 6, 2008

2cc'D  
5/7/08  
JH

Don Hazen  
City of Vallejo  
555 Santa Clara Street  
P.O. Box 3068  
Vallejo, CA 94590

Subject: Touro Cancer Treatment and Research Center  
SCH#: 2008042023

Dear Don Hazen:

The State Clearinghouse submitted the above named Mitigated Negative Declaration to selected state agencies for review. On the enclosed Document Details Report please note that the Clearinghouse has listed the state agencies that reviewed your document. The review period closed on May 5, 2008, and the comments from the responding agency (ies) is (are) enclosed. If this comment package is not in order, please notify the State Clearinghouse immediately. Please refer to the project's ten-digit State Clearinghouse number in future correspondence so that we may respond promptly.

Please note that Section 21104(c) of the California Public Resources Code states that:

"A responsible or other public agency shall only make substantive comments regarding those activities involved in a project which are within an area of expertise of the agency or which are required to be carried out or approved by the agency. Those comments shall be supported by specific documentation."

These comments are forwarded for use in preparing your final environmental document. Should you need more information or clarification of the enclosed comments, we recommend that you contact the commenting agency directly.

This letter acknowledges that you have complied with the State Clearinghouse review requirements for draft environmental documents, pursuant to the California Environmental Quality Act. Please contact the State Clearinghouse at (916) 445-0613 if you have any questions regarding the environmental review process.

Sincerely,

Terry Roberts  
Director, State Clearinghouse

Enclosures

cc: Resources Agency

**Document Details Report  
State Clearinghouse Data Base**

**SCH#** 2008042023  
**Project Title** Touro Cancer Treatment and Research Center  
**Lead Agency** Vallejo, City of

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**Type** MN Mitigated Negative Declaration  
**Description** D  
One hundred and twenty-five thousand square foot cancer treatment and research center on a 19-acre site. Also, 15 acres of off-site street and infrastructure improvements.

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**Lead Agency Contact**

**Name** Don Hazen  
**Agency** City of Vallejo  
**Phone** (707) 648-4328 **Fax**  
**email**  
**Address** 555 Santa Clara Street  
P.O. Box 3068  
**City** Vallejo **State** CA **Zip** 94590

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**Project Location**

**County** Solano  
**City** Vallejo  
**Region**  
**Cross Streets** Azuar Drive and G Street  
**Parcel No.** 66-021-04  

<b>Township</b>	<b>Range</b>	<b>Section</b>	<b>Base</b>
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**Proximity to:**

**Highways** Yes  
**Airports**  
**Railways** Yes  
**Waterways** Yes  
**Schools** Yes  
**Land Use** Vacant development / Mixed Use Planned Development / EMP

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**Project Issues** Air Quality; Archaeologic-Historic; Drainage/Absorption; Geologic/Seismic; Noise; Soil Erosion/Compaction/Grading; Toxic/Hazardous; Water Quality

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**Reviewing Agencies** Resources Agency; Regional Water Quality Control Board, Region 2; Department of Parks and Recreation; Native American Heritage Commission; Integrated Waste Management Board; Office of Emergency Services; Department of Health Services; Department of Fish and Game, Region 3; California Energy Commission; Department of Water Resources; California Highway Patrol; Caltrans, District 4; Department of Toxic Substances Control

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**Date Received** 04/04/2008 **Start of Review** 04/04/2008 **End of Review** 05/05/2008



Linda S. Adams  
Secretary for  
Environmental Protection



## Department of Toxic Substances Control

Maureen Gorsen, Director  
700 Heinz Avenue  
Berkeley, California 94710-2721



Arnold Schwarzenegger  
Governor

May 2, 2008

Mr. Don Hazen  
Planning Manager  
City of Vallejo  
555 Santa Clara Street  
P.O. Box 3068  
Vallejo, California 94590

### **City of Vallejo Initial Study and Proposed Mitigated Negative Declaration for Touro Cancer Treatment and Research Center, Mare Island, Vallejo, California**

Dear Mr. Hazen:

The Department of Toxic Substances Control has reviewed the subject document and submits the attached comments regarding the proposed Touro Cancer Treatment and Research Center at Mare Island SC-2008042023.

Should you have any questions regarding this letter, please call me at (510) 540-3773.

Sincerely,

Chip Gribble  
Remedial Project Manager  
Base Closure Unit  
Office of Military Facilities

Attachment

cc: See next page

05-06-08A10:27 RCVD PL

Mr. Don Hazen  
May 2, 2008  
Page 2

cc: Mr. Michael Bloom  
Department of the Navy  
BRAC Program Management Office West  
1455 Frazee Road, Suite 900  
San Diego, California 92108-4310

Mr. Brian Thompson  
Regional Water Quality Control Board  
San Francisco Bay Region  
1515 Clay Street, Suite 1400  
Oakland, California 94612

Ms. Linda Rao  
Regional Water Quality Control Board  
San Francisco Bay Region  
1515 Clay Street, Suite 1400  
Oakland, California 94612

Ms. Carolyn d'Almeida  
U. S. Environmental Protection Agency  
413 Poppyfield Drive  
American Canyon, California 94503



**DTSC Comments on the  
City of Vallejo Initial Study and Proposed Mitigated Negative Declaration for  
Touro Cancer Treatment and Research Center, Mare Island, Vallejo, California,  
May 2008 (SC-2008042023)**

General Comments:

1. The former Mare Island Naval Shipyard has numerous areas of significant chemical contamination and waste ordnance/explosive waste contamination. Many areas have been partially remediated; some areas have had remediation completed; investigation is not complete for many areas, some areas where remediation has been completed now are subject to reuse restrictions to manage residual environmental contamination. Areas still under investigation and remediation have some form of interim use restrictions to control access and limit use to ensure protection of human health and the environment, and to ensure that ongoing environmental investigation and yet to be defined remediation will not be impeded, disrupted, or complicated. The Initial Study and Proposed Mitigated Negative Declaration need to be significantly revised to address existing contamination issues at Mare Island, both onshore and offshore. The Initial Study and project description need to be significantly revised to address existing environmental contamination issues and identify measures to be taken to address necessary site controls to ensure protection of human health and the environment, and to ensure that ongoing environmental investigation and yet to be defined remediation will not be impeded, disrupted, or complicated, or in any way adversely affected. The Initial Study and planning application documents are completely silent in this regard. The proposed project without mitigation measures to address this for both onshore as well as offshore, or considerable alteration of the proposed project, would have a potentially significant effect, if not a significant effect. The proposed project should also be revised to acknowledge that use of Navy property is part of the proposed project, and to clearly describe the Navy role in maintaining appropriate site control to ensure that ongoing environmental investigation and yet to be defined remediation will not be impeded, disrupted, or complicated, or in any way adversely affected.

B-1

***Recommendations on How to Address #1:***

***The project does involve currently contaminated property along a limited section of Azuar Drive. The Navy has environmental responsibility to address this contamination. The project also includes a stormwater retention basin proposed to be located on Navy property where pre-existing Navy environmental issues have not been fully resolved. The project also involves property along Railroad Avenue where pre-existing Navy environmental issues have not been fully resolved. The project also includes the use of an existing near shore stormwater*** ✓

**outfall located on Navy property within Mare Island Strait, and where pre-existing Navy environmental issues have not been fully resolved.**

**The Navy is currently working, with the State of California Department of Toxic Substances Control acting as the lead regulatory agency overseeing the environmental cleanup of the former Mare Island Naval Shipyard, to complete the environmental restoration from past Navy activity. The project description will be revised for clarification to state that project activity along Azuar Drive and Railroad Avenue will not begin until pre-existing environmental contamination issues have been fully resolved, in accordance with the Navy, and as determined by the State of California Department of Toxic Substances Control. The project description also will be revised for clarification to state that the stormwater retention basin component of this project and the use of the stormwater outfall will not be initiated until the related pre-existing environmental contamination issues have been fully resolved, in accordance with the Navy, and as determined by the State of California Department of Toxic Substances Control.**

**The Navy does allow for pre-approved uses of various Federal parcels on the former Mare Island Naval Shipyard. The Navy and the City of Vallejo are currently working on a corresponding approval for use of various parcels involved in this project. The project description will also be revised for clarification to state that the aspects of the project that involve Navy property will not be initiated until approval for the use of the Navy property has been obtained from the Navy.**

**The project description will also be revised for clarification to state that the project does not include the remediation of pre-existing Navy contamination; The remediation of pre-existing Navy contamination is expected to be completed prior to initiation of various aspects of the project, and is a pre-requisite for these aspects of the project. As such, the Initial Study and project description do not require significant revision to address existing environmental contamination issues, nor to identify measures to be taken to address necessary site controls to ensure protection of human health and the environment, nor to ensure that ongoing environmental investigation and yet to be defined remediation will not be impeded, disrupted, or complicated, or in any way adversely affected.**

2. The following is a partial list of specific project activities/elements for which this Initial Study and proposed Mitigated Negative Declaration should be revised to address existing environmental contamination issues and identify measures to be taken to establish necessary site controls to ensure protection of human health and the environment, and to ensure that ongoing environmental investigation and yet to be defined remediation will not be impeded, disrupted, or complicated, or in any way adversely affected. Details of the proposed activity should be provided to allow assessment of the adequacy of the proposed method and activity with respect to the above. Please note that this list may not be complete as the information provided in the Initial Study and proposed Mitigated Negative

Declaration and planning application did not provide adequate information to assess all aspects of the project with respect to existing environmental contamination issues.

- a. Public improvements along Azuar Drive and disturbance of known subsurface contamination
- b. Public improvements along/in proximity to Railroad Avenue
- c. Storm water detention basin and potential for surface soil disturbance/erosion on Navy property under investigation for contamination
- d. Pipeline maintenance and repair for leaks/failures
- e. Post-construction subsurface utility maintenance and repair
- f. Storm-water discharge to Mare Island Strait (Navy property area)
- g. Outfall construction, use, maintenance
- h. Project generated hazardous materials/waste management and consistency with applicable federal, state, local laws and regulations
- i. Disturbance of offshore sediments on Navy property under investigation for possible chemical contamination as well as explosive waste ordnance
- j. Road maintenance and construction
- k. Groundwater monitoring well construction and access
- l. Worker safety training (and OE/rad recognition training for offshore areas)
- m. Public access control plans for Navy impacted property and/or property for which environmental remediation has not been completed.

B-2

**Recommendations on How to Address #2:**

***The project description will be revised for clarification to state that the project does not include the remediation of pre-existing Navy contamination; The remediation of pre-existing Navy contamination is expected to be completed prior to initiation of various aspects of the project, and is a pre-requisite for these aspects of the project. As such, the Initial Study and project description do not require significant revision to address existing environmental contamination issues, nor to identify measures to be taken to address necessary site controls to ensure protection of human health and the environment, nor to ensure that ongoing environmental investigation and yet to be defined remediation will not be impeded, disrupted, or complicated, or in any way adversely affected.***

3. It appears that the Initial Study and proposed Mitigated Negative Declaration did not take into account the following:
  - a) portions of the project plan area lie outside the jurisdiction of the City of Vallejo insofar as certain areas have not been transferred and are still Navy property,

B-3

- b) project design won't minimize environmental effects since some areas yet to be remediated for chemical and explosives contamination have been included in the project plan area, and
- c) portions of the project plan area are not currently available due to unresolved contamination issues on Navy property within the project area.

**Recommendations on How to Address #3:**

***The project description will be revised for clarification to state that the project does not include the remediation of pre-existing Navy contamination; The remediation of pre-existing Navy contamination is expected to be completed prior to initiation of various aspects of the project, and is a pre-requisite for these aspects of the project. As such, the Initial Study and project description do not require significant revision to address existing environmental contamination issues, nor to identify measures to be taken to address necessary site controls to ensure protection of human health and the environment, nor to ensure that ongoing environmental investigation and yet to be defined remediation will not be impeded, disrupted, or complicated, or in any way adversely affected.***

B-3

***The Navy does allow for pre-approved uses of various Federal parcels on the former Mare Island Naval Shipyard. The Navy and the City of Vallejo are currently working on a corresponding approval for use of various parcels involved in this project. The project description will also be revised for clarification to state that the aspects of the project that involve Navy property will not be initiated until approval for the use of the Navy property has been obtained from the Navy.***

- 4. The project description should be revised to address existing environmental contamination issues and identify measures to be taken to address necessary site controls to ensure protection of human health and the environment, and to ensure that ongoing environmental investigation and yet to be defined remediation will not be impeded, disrupted, or complicated, or in any way adversely affected. The Initial Study and proposed Mitigated Negative Declaration are completely silent in this regard.

B-4

**Recommendations on How to Address #4:**

**Same.**

- 5. Details of construction of above and below ground pipeline sections should be included with information detailing how the project will be conducted in a manner that ensures protection of human health and the environment, and ensures that ongoing environmental investigation and yet to be defined remediation will not be impeded, disrupted, or complicated, or in any way adversely affected.

B-5

**Recommendations on How to Address #5:**

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B-5

**Same.**

6. The Initial Study and proposed Mitigated Negative Declaration need to be revised to address how the proposed project will not have any impact on the surrounding areas. In particular, the proposed project must be defined such that there will be no negative hydrological impact to the Navy property and existing contamination. Hydraulic separation may need to be demonstrated through groundwater monitoring data.

B-6

**Recommendations on How to Address #6:**

**Same.**

7. Details should be provided regarding how surface transportation would be conducted in the event that paved surfaces were to be removed for remediation. Details should also be provided regarding how this activity would be conducted in a manner that ensures protection of human health and the environment, and ensures that ongoing environmental investigation and yet to be defined remediation will not be impeded, disrupted, or complicated, or in any way adversely affected.

B-7

**Recommendations on How to Address #7:**

**Same.**

8. Details should be provided for the offshore outfall part of the project to allow assessment of the adequacy of the proposed project with respect to existing offshore contamination issues and the need for protection of human health and the environment, and to ensure that ongoing environmental investigation and yet to be defined remediation will not be impeded, disrupted, or complicated, or in any way adversely affected.

B-8

**Recommendations on How to Address #8:**

**The project description will be revised for clarification to state that the project does not include the remediation of pre-existing Navy contamination; The remediation of pre-existing Navy contamination is expected to be completed prior to initiation of various aspects of the project, and is a pre-requisite for these aspects of the project. As such, the Initial Study and project description do not**

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**require significant revision to address existing environmental contamination issues, nor to identify measures to be taken to address necessary site controls to ensure protection of human health and the environment, nor to ensure that ongoing environmental investigation and yet to be defined remediation will not be impeded, disrupted, or complicated, or in any way adversely affected.**

B-8

**The Navy does allow for pre-approved uses of various Federal parcels on the former Mare Island Naval Shipyard. The Navy and the City of Vallejo are currently working on a corresponding approval for use of various parcels involved in this project. The project description will also be revised for clarification to state that the aspects of the project that involve Navy property will not be initiated until approval for the use of the Navy property has been obtained from the Navy.**

9. Given the extent to which this Initial Study needs revision to address these comments, a revised draft Initial Study should be issued for another formal public comment. Given the limited detail provided and specific inadequacies identified herein, the project as described in the Initial Study and planning application would likely have a potentially significant effect, if not a significant effect. Environmental Factors Potentially Affected because of existing environmental contamination on Navy property would likely include, but not be limited to, air quality, biological resources, geology and soils, hazards and hazardous materials, hydrology and water quality, land use and land use planning, transportation and traffic, utilities and service systems.

**Recommendations on How to Address #9:**

B-9

**The project description will be revised for clarification to state that the project does not include the remediation of pre-existing Navy contamination; The remediation of pre-existing Navy contamination is expected to be completed prior to initiation of various aspects of the project, and is a pre-requisite for these aspects of the project. As such, the Initial Study and project description do not require significant revision to address existing environmental contamination issues, nor to identify measures to be taken to address necessary site controls to ensure protection of human health and the environment, nor to ensure that ongoing environmental investigation and yet to be defined remediation will not be impeded, disrupted, or complicated, or in any way adversely affected.**

**The Navy does allow for pre-approved uses of various Federal parcels on the former Mare Island Naval Shipyard. The Navy and the City of Vallejo are currently working on a corresponding approval for use of various parcels involved in this project. The project description will also be revised for clarification to state that the aspects of the project that involve Navy property will not be initiated until approval for the use of the Navy property has been obtained from the Navy.**

Specific Comments:

10. The City of Vallejo Notice of Public Hearing and Intent to Adopt a Mitigated Negative Declaration sheet incorrectly states that the project site is not listed on the Cal/EPA Cortese List.

**Recommendations on How to Address #10**

***The former Mare Island Naval Shipyard is indeed on the Cortese List. However, the specific parcel on which the proposed Touro Cancer Treatment Center is to be located (south of G Street, between Railroad Avenue and Azuar Drive) has been certified by the Department of Toxic Substances Control (DTSC) as having had all required remedial action completed. Both DTSC and the Navy have found this parcel as suitable for transfer for unrestricted use. This specific parcel has since been transferred from the Navy to the City of Vallejo for unrestricted reuse.***

B-10

11. Page 1 of the Proposed Mitigated Negative Declaration, Background section, item number 5: The statement given that project site is presently owned by the City of Vallejo is incorrect. The project includes utility construction along Azuar Drive which is on Navy property, also a storm water retention basin which is on Navy property, connections across Navy property and to the storm water retention basin, and discharge to Navy property in Mare Island Strait. The project also appears to potentially involve Navy property along/near Railroad Avenue as well. These Navy properties are under investigation for contamination. Environmental remediation has not been completed.

**Recommendations on How to Address #11**

***The project description will be revised for clarification to state that the project does not include the remediation of pre-existing Navy contamination; The remediation of pre-existing Navy contamination is expected to be completed prior to initiation of various aspects of the project, and is a pre-requisite for these aspects of the project. As such, the Initial Study and project description do not require significant revision to address existing environmental contamination issues, nor to identify measures to be taken to address necessary site controls to ensure protection of human health and the environment, nor to ensure that ongoing environmental investigation and yet to be defined remediation will not be impeded, disrupted, or complicated, or in any way adversely affected.***

B-11

***The Navy does allow for pre-approved uses of various Federal parcels on the former Mare Island Naval Shipyard. The Navy and the City of Vallejo are currently working on a corresponding approval for use of various parcels involved in this project. The project description will also be revised for clarification to state that***

***the aspects of the project that involve Navy property will not be initiated until approval for the use of the Navy property has been obtained from the Navy.***

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B-11

12. Page 3 of the Proposed Mitigated Negative Declaration, section 8: The document states that future ownership and maintenance responsibilities for the retention basin are to be determined through a Unit Plan Application review process. The assignment of ownership and maintenance responsibilities is relevant to assessing the impacts of the project relative to existing contamination issues.

B-12

***Recommendations on How to Address #7:***

***Same.***

13. Page 3, paragraph 4 of the Proposed Mitigated Negative Declaration, section 8: The site is on the Cal/EPA Cortese List. Sections of the project property have not been transferred from the Navy, specifically due to outstanding environmental contamination issues and remediation requirements. Some of these Navy properties do present a current and future risk to human health and the environment.

B-13

***Recommendations on How to Address #13***

***See comment number 1.***



STATE OF CALIFORNIA—BUSINESS, TRANSPORTATION AND HOUSING AGENCY

ARNOLD SCHWARZENEGGER, Governor

**DEPARTMENT OF TRANSPORTATION**

111 GRAND AVENUE  
P. O. BOX 23660  
OAKLAND, CA 94623-0660  
PHONE (510) 622-5491  
FAX (510) 286-5559  
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May 5, 2008

Mr. Don Hazen  
Planning Manager  
City of Vallejo  
555 Santa Clara Street  
Vallejo, CA 94590

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5-5-08  
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SOL037147  
SOL-37-R7.21  
SCH2008042023

Dear Mr. Hazen:

**Tuoro Cancer Treatment and Research Center-- Mitigated Negative Declaration**

Thank you for including the California Department of Transportation (Department) in the environmental review process for the proposed Tuoro Cancer Treatment and Research Center project. We have reviewed the Mitigated Negative Declaration (MND) and have the following comments to offer:

***Planned/Future Improvements:***

Project related improvements on State Route (SR) 37 should be consistent with City and County General Plans for Vallejo and Solano, respectively, as well as the Solano Comprehensive Transportation Plan (CTP 2030). The project's fair share contribution (for traffic impacts), financing, scheduling, implementation responsibilities and lead agency monitoring should be fully discussed in the MND. This information should also be presented in the Mitigation Monitoring Report Plan (MMRP), which should be attached to the MND. Any tree removal within the State Right of Way (ROW) and associated costs should also be discussed.

C-1

C-2

***Cumulative Impacts:***

Please provide data and analysis to support the conclusion that the project's cumulative impacts are less than significant. What is the impact of the project's 138 PM peak hour and 600 average daily trips to operations of the study area circulation system?

C-3

C-4

Since the MND states, "...the 15 acres of 'off-site' public street and other public infrastructure improvements are sufficient to facilitate the development...", improvements should be identified in the MND. Specifically, the project's fair share contribution (for traffic impacts), financing, scheduling, implementation responsibilities and lead agency monitoring should be detailed wherever mitigation is cited. Please discuss scheduling for completion of the Tuoro Cancer Treatment Center and related infrastructure improvements in relation to scheduling for completion of the SR 37 Interchange improvements.

C-5

C-6

Mr. Don Hazen  
May 5, 2008  
Page 2

***Traffic Impact Analysis***

Please provide the Omni-Means Engineers and Planners traffic impact analysis (TIA) as well as the electronic raw traffic volume counts and the "Synchro" files for this project for our review.

| C-7

***Encroachment Permit***

Please be advised that work that encroaches onto the State ROW requires an encroachment permit that is issued by the Department. To apply, a completed encroachment permit application, environmental documentation, and five (5) sets of plans, clearly indicating State ROW, must be submitted to the address below. Traffic-related mitigation measures will be incorporated into the construction plans during the encroachment permit process. See the following website link for more information: <http://www.dot.ca.gov/hq/traffops/developserv/permits/>

Mr. Michael Condit, Office of Permits  
California DOT, District 4  
P.O. Box 23660  
Oakland, CA 94623-0660

Should you have any questions regarding this letter, please call Christian Bushong of my staff at (510) 286-5606 or [christian\\_bushong@dot.ca.gov](mailto:christian_bushong@dot.ca.gov).

Sincerely,

for

LISA CARBONI  
District Branch Chief  
Local Development - Intergovernmental Review

c: State Clearinghouse

April 14, 2008



Mr. Don Hazen  
Planning Manager  
City of Vallejo  
555 Santa Clara Street  
Vallejo, California 94590

Re: North Mare Island – Notice of Public Hearing and Intent to Adopt a Mitigated Negative Declaration

Dear Don:

The City of Vallejo issued the above referenced Notice on April 4, 2008 related to a proposed 38-acre Unit Plan, submitted by Touro Mare Island LLC for a Cancer Treatment and Research Center ("Unit Plan"). Lennar Mare Island ("LMI") remains very supportive of the proposed Cancer Treatment and Research Center. However, LMI, along with many Mare Island businesses and residents, has serious concerns regarding the City's approach to the planning process for this project.

First, the City's current approach is inconsistent with, and directly contradicts, the Mare Island Specific Plan. A key component of the reuse and development of the North Island has always been the installation of infrastructure. Specifically, as the main access point for Mare Island, it has always been anticipated that the reuse of the North Island would start with upgrades to Railroad Avenue. Section 5.1.2 of the 2007 Mare Island Specific Plan clearly and unambiguously states the following related to this issue:

"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."

D-1

The Unit Plan's extension of Azuar, bringing all southbound traffic, including trucks, off Route 37 down the newly improved portion of Azuar is inconsistent with the approved commercial and residential transportation goals of the Specific Plan. The City's own staff report dated April 1, 2008, makes no commitment regarding the commencement of work, or the completion of Railroad Avenue.

Second, the City's current approach of leaving Railroad Avenue improvements behind could irreparably harm and undermine the existing Mare Island business community as well as jeopardize the viability of the approximately 6 million sq. ft. of commercial space located south of G Street. The Mare Island business community, City staff and the City Council have always advocated for a direct route into and out of the primary Mare Island commercial district. In addition, all parties have recognized the need to avoid conflict and address safety concerns between residential, civic and commercial traffic. The use of Azuar Drive as the main route for all southbound traffic would essentially cut off direct access from Route 37 to more than 75% of the commercial and job generating areas on Mare Island. This contradicts comments during the City Council Study Session on March 18, 2008, during which the Council reiterated its position to expedite jobs and economic development within the Eastern Early Transfer Parcel.

D-2

LENNAR MARE ISLAND

A JOINT VENTURE OF LNR PROPERTY CORPORATION & LENNAR COMMUNITIES  
690 Walnut Avenue, Suite 100 Vallejo, California 94592  
707.562.4000 tel 707.562.4002 fax

Mr. Don Hazen  
April 14, 2008  
Page 2

Third, the City's current approach may violate the California Environmental Quality Act (CEQA). The Unit Plan's inconsistency with the Mare Island Specific Plan, as well as the Zoning Master Plan, begs the question of the project's compatibility with the approved CEQA document. The approved CEQA document did not contemplate or analyze a project which emphasizes the use of Azuar Drive for all southbound traffic.

D-3

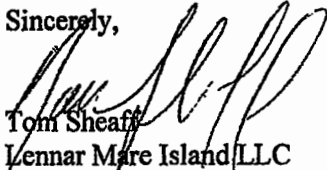
Fourth, the City's current approach deviates from the City's long and successful track record of coordinating the Mare Island reuse with all stakeholders, including LMI. This practice resulted in an emphasis on infrastructure and land uses that balance the community's reuse goals with existing uses, transportation demands, economic development goals and market feasibility. In late-1999, LMI and the City of Vallejo began what would ultimately be a seven-year process to amend and restate the Mare Island Specific Plan. This unprecedented community planning effort involved more than a hundred meetings with community stakeholders, Mare Island businesses, City commissions and the Vallejo City Council. LMI would like to encourage the City to return to a more collaborative, inclusive and constructive planning process.

Fifth, the City's current approach highlights the City's recent inconsistency in both land use policies and processing of applications. On one hand, the City recently required LMI to pursue a Specific Plan Amendment when LMI proposed to alter pedestrian and bicycle circulation in order to create more marketable commercial sites. On the other hand, the Unit Plan proposes to alter vehicle and commercial truck traffic, yet in a much more significant way by abandoning the primary access to the largest commercial area in the City, and no such requirement for a Specific Plan or environmental review is proposed by City staff.

Finally, LMI regards the City's current approach to its planning process as short-sighted. The disregard for the City's own planning documents and land use policies that have served to propel the Mare Island reuse ahead of other military base conversions is cause for concern. We urge the City to reconsider its approach before years of hard work and planning by LMI, the City and the community are needlessly undermined.

We look forward to the City's timely and firm commitment to resolve this matter. If you have any questions, please do not hesitate to call.

Sincerely,

  
Tom Sheaff  
Lennar Mare Island LLC

Cc: Wanda Chihak, LMI  
Bruce Goodmiller, Morrison & Foerster  
Craig Whittom, City of Vallejo  
Joe Tanner, City of Vallejo

LENNAR MARE ISLAND



Attachment B  
page 1 of 4

**MORRISON | FOERSTER**

PLEASE RESPOND TO:  
P.O. BOX 8130  
WALNUT CREEK  
CALIFORNIA 94596-8130  
  
101 YGNACIO VALLEY ROAD  
SUITE 450  
WALNUT CREEK  
CALIFORNIA 94596-4094  
  
TELEPHONE: 925.295.3300  
FACSIMILE: 925.946.9912  
  
WWW.MOFO.COM

MORRISON & FOERSTER LLP  
NEW YORK, SAN FRANCISCO,  
LOS ANGELES, PALO ALTO,  
SAN DIEGO, WASHINGTON, D.C.  
  
NORTHERN VIRGINIA,  
ORANGE COUNTY, DENVER,  
SACRAMENTO, WALNUT CREEK  
  
TOKYO, LONDON, BEIJING,  
SHANGHAI, HONG KONG,  
SINGAPORE, BRUSSELS

May 1, 2008

Writer's Direct Contact  
925.295.3386  
BGoodmiller@mofocom

By Hand Delivery

Don Hazen, Planning Manager  
Planning Division, City of Vallejo  
City Hall  
555 Santa Clara St.  
Vallejo, CA 94590

Re: Proposed Touro Cancer Treatment and Research Center  
Mitigated Negative Declaration, Unit Plan and  
Related Approvals (the "Project")

Dear Mr. Hazen:

**I. Summary**

We are writing on behalf of our client, Lennar Mare Island ("LMI"), who respectfully offers these narrowly focused comments regarding the Project (as defined above) for the Commission's consideration. As explained below, the Project as currently proposed, particularly as it relates to traffic circulation and truck traffic entering Mare Island from the North Gate/Route 37 interchange, violates important standards and policies of the Mare Island Specific Plan ("Specific Plan") as well as the Mare Island Zoning Master Plan ("Master Plan"). The Project also violates the California Environmental Quality Act ("CEQA") by failing to identify these Land Use inconsistencies and their potential impacts in the Initial Study/Mitigated Negative Declaration ("MND") and more important, by offering no analysis of the potential impacts caused by the Project's inconsistency with the Specific Plan and Master Plan.

**II. Discussion**

As stated above, the Project is inconsistent with the Specific Plan and the Master Plan, and it violates CEQA. Traffic, including truck traffic, to and from G Street to the North Gate/Route 37 interchange presently uses Railroad Avenue, a two-lane, one-way northbound roadway and Walnut Avenue, a two-lane, one-way southbound roadway. The Project contemplates northbound traffic including truck traffic to continue using Railroad Avenue.

↓ E-1

Mr. Don Hazen  
May 1, 2008  
Page Two

Significantly, it proposes the closure of Walnut Avenue and therefore the elimination of its use for southbound traffic, including trucks, without the full build-out of Railroad Avenue to six lanes, three in each direction, as contemplated by the Specific Plan and Master Plan. The Project proposes to improve Azuar Drive north of G Street to the Main Gate/Route 37 interchange and to direct all southbound traffic, including all truck traffic, off of Route 37 down Azuar Drive toward G Street and to the balance of Mare Island, including the residential areas.



E-1

**A. Specific Plan**

The Project's traffic circulation plan is expressly inconsistent with important standards and policies of the Specific Plan. Section 5.1.2 of the Specific Plan clearly and unambiguously states that "... Railroad Avenue should serve as the principal traffic, truck and railroad artery on Mare Island, providing access from State Route 37." It also states that "... Azuar Drive should be designed to serve as the primary access to the residential, recreational, and mixed use components of Mare Island." See also Section 5.2.2.

Thus, re-routing all southbound truck traffic onto Azuar Drive as a result of closing southbound Walnut Avenue expressly violates these fundamental provisions in the Transportation section of the Specific Plan. This inconsistency is exacerbated by having no binding requirement to build-out Railroad Avenue as planned.

E-2

State law and local ordinance provide that no development permit, including the Unit Plan requested here, may be approved unless it is consistent with the applicable Specific Plan. See, e.g., Vallejo Municipal Code section 16.104.040. This fundamental inconsistency with the Specific Plan in violation of state and local law is sufficient, standing alone, to require modification of the Project to ensure Specific Plan consistency.

**B. Zoning Master Plan**

The Project also violates the City's Zoning Ordinance. Pursuant to Vallejo Municipal Code section 16.116.035, the Specific Plan also serves as the Zoning Master Plan for Mare Island. Thus, the above quoted and other relevant transportation policies and standards in the Specific Plan are also a part of the Master Plan for Mare Island.

E-3

Unit Plans, such as the one applied for as part of the Project, must be consistent with the Master Plan. See Vallejo Municipal Code, section 16.116.075. Therefore, just as with the Specific Plan violation detailed above, the Project's inconsistency with the Master Plan requires Project modification to ensure Master Plan consistency.

Mr. Don Hazen  
May 1, 2008  
Page Three

**C. CEQA**

Finally, concerning CEQA, the MND is woefully deficient. The Initial Study's Land Use—Planning "box" under Environmental Factors Potentially Affected (see MND at page 4) is not checked, thereby completely overlooking the Project's inconsistency with the noted relevant land use and planning regulations. (See also, MND at page 29 – assertion of no inconsistency.) This is a fatal flaw under CEQA. Even more serious and flowing directly from the failure to identify Land Use and Planning as a factor to be reviewed for potential impacts, there is no discussion whatsoever of potential impacts that may be caused by the violation of the standards and policies contained in the Specific Plan and the Master Plan. Such analysis is at the very heart of CEQA.

E-4

It is well established that an Initial Study that is materially deficient may not be sufficient to support a Negative Declaration. See *Christward Ministry v. Superior Court (1986) 184 CA 3d 180*. There can be no doubt that this Initial Study is materially deficient. It completely overlooks a fundamental portion of the standard checklist and offers no analysis or explanation for the omission.

When an agency such as the City considers adopting a mitigated negative declaration, such as the MND here, the Project must be revised to incorporate mitigation measures before the negative declaration is released for public review and comment. Not only is the Initial Study checklist deficient, there is no discussion regarding potential impacts caused by the Project's inconsistency with the Specific Plan and the Master Plan. Moreover, no mitigation measures were proposed and included in the MND, as required, to mitigate the potential impacts on traffic, such as, for example, the intermixing of truck traffic down Azuar Drive with family vehicles proceeding to residential and recreational areas. (See absence of discussion of mitigation in Traffic Section at pages 37 et. seq.) See also, *Public Resources Code §21064.5; 14 Cal Code Regs §15369.5*.

E-5

E-6

**D. Conclusion**

In conclusion, it is inescapable that the Project is inconsistent with the Specific Plan and the Master Plan. It is also clear that the required CEQA analysis has not been prepared. It is

↓ E-7

Mr. Don Hazen  
May 1, 2008  
Page Four

well within the City's ability to condition and otherwise modify the Project in order to be consistent with the Specific Plan and the Master Plan, and thereby avoid any violations of CEQA.

↑ E-7

Sincerely,



Bruce Reed Goodmiller

cc: Chairperson Legalos and Members of the Planning Commission  
Joseph M. Tanner, City Manager  
Craig Whitton, Assistant City Manager/Community Development  
Gil Hollingsworth, Mare Island Conversion Manager  
Wanda Chihak, LMI  
Tom Sheaff, LMI



rec'd 5/2/08  
DH



May 2, 2008

Don Hazen  
Planning Manager  
City of Vallejo  
555 Santa Clara Street  
Vallejo, CA 94590-5934

Re: Proposed Touro Cancer Treatment and Research Center – Draft Mitigated  
Negative Declaration

Dear Mr. Hazen:

This is a follow-up to our April 14, 2008 letter (see Attachment A), as well as our recent discussions with the City regarding the Proposed Touro Cancer Treatment and Research Center. Touro has submitted a Unit Plan to the City that outlines an exciting proposal that, under the right circumstances, should lead to a major boost for Mare Island and the Vallejo community. The investment required for this project is significant, and the potential employment opportunities for Vallejo citizens are excellent. Additionally, this project should lead to the investment of millions of dollars in infrastructure at a critical location that has needed infrastructure improvements for more than a decade.

Lennar Mare Island (“LMI”) does, however, have several concerns with the phasing and implementation of infrastructure, and the impact it will have on existing and future businesses. The Unit Plan, as submitted, improves access to a small area of Mare Island, but renders access to the majority of the business core more difficult. By shifting development priority from Railroad Avenue to Azuar Drive, and closing a portion of Walnut Avenue, the City will impair, not enhance, transportation to Mare Island’s primary business core (representing approximately 6 million square feet of commercial space) located south of G Street. The Specific Plan identifies transportation issues as critical to businesses, and to deviate from the Specific Plan would make Mare Island less competitive and less attractive to business. Why would the City make Mare Island less competitive in the marketplace? The Unit Plan is inconsistent with a 10-year planning effort and more recently, the approved Specific Plan. Detailed comments are presented in the attached letter from our legal counsel (see Attachment B).

F-1

LMI, City Staff and representatives from Touro have met recently in an effort to resolve access issues and the transportation inconsistencies with the Specific Plan. The following are two concepts that have been discussed:

1. **Railroad Avenue – Interim Improvements:** The City has proposed to make Railroad Avenue two-way (prior to the closure of Walnut Avenue) in order to provide direct ingress and egress to the Mare Island business core until the final Railroad Avenue improvements are completed. The City has committed to obtain a plan, scope and schedule of work for LMI’s review.

**LENNAR MARE ISLAND**

690 Walnut Avenue, Suite 100 Vallejo, California 94592

707.562.4000 tel 707.562.4002 fax

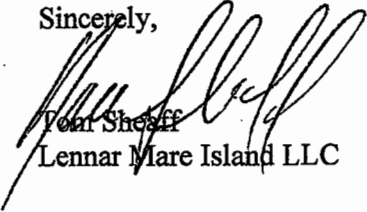
2. **Final Railroad Avenue Completion:** Because the North Island has now been separated into two (2) separate and distinct projects (Project 1 and Project 2) providing Touro the opportunity to develop a portion of the site, there is no long term commitment for any entity to actually complete the backbone infrastructure for the North Island. The City has committed to provide LMI with a plan of how the City will address milestones for delivery of the full Railroad Avenue build-out, Project 2 improvements, and Project 2 development for LMI's review.

To date, LMI has not received the information outlined above. Although the City has indicated that island-wide transportation will be addressed by recommending certain conditions of approval, neither the City, nor Touro have yet to make any firm commitments. Based on our discussions, LMI had expected to receive this information at the April 30<sup>th</sup> meeting with the City and representative of Touro, however no information was provided. Also, the City's written comment period ends on May 5, 2008. Therefore, in the absence of written commitments, LMI has no alternative but to submit these letters which address our island-wide concerns.

We look forward to the City's response to this issue and future approval of a project that more fully considers the other Mare Island stakeholders and enhances island-wide transportation for the betterment of all existing and future businesses and residents.

Thank you for your consideration. Should you have any questions, please do not hesitate to contact me.

Sincerely,

  
Tom Sheaff  
Lennar Mare Island LLC

Attachments

Cc: Chairperson Charles Legalos  
Commissioner Suzanne Harrington Cole  
Commissioner Bruce Gourley  
Commissioner Gail Manning  
Commissioner Robert McConnell  
Commissioner Kent Peterman  
Commissioner Norm Turley  
Joseph M. Tanner, City Manager  
Craig Whittom, Assistant City Manager  
Susan McCue, Economic Development Program Manager  
Wanda Chihak, LMI  
Bruce Lang, Touro Mare Island, LLC  
Richard Hassel, Touro University





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Mare Island Division  
Bldg. 629 Azuar Drive  
Hwy. 37, Mare Island  
Vallejo, CA 94592  
Tel: 707/562-1107  
Fax: 707/562-2531

alco iron & metal co.

May 5, 2008

REC'D  
5/7/08  
JH

Don Hazen  
Planning Manager  
City of Vallejo  
555 Santa Clara Street  
P.O. Box 3068  
Vallejo, Ca94590

Re: Comments to Touro Cancer Treatment Center

Dear Mr. Hazen,

On behalf of Alco Iron & Metal Company, of 321 Azuar Drive, Vallejo California, I wanted to bring up one comment regarding Touro's proposed Cancer Treatment Center on Mare Island. Within the proposed plans and project description, which we have viewed at the Planning Department, it calls for a closure of Azuar Drive. There is no mention of when, how long, or what parts of Azuar are to be closed. In addition, there is also no provision for how our business's customers and employees will be accessing the yard. Alco is very excited about the Touro project, and also excited about our own project that should be going over your desk soon. However, we do want to make sure that all steps are taken in order to ensure that our business has full access during the construction of Touro's treatment center. Thank you for your review.

G-1  
G-2

Sincerely,

Alco Iron & Metal Company

Michael Bercovich  
In-House Counsel

Cc: Kem Kantor, President  
Kari Fletcher, General Manager Mare Island



Print - Close Window

**Date:** Mon, 05 May 2008 09:06:19 -0700

**From:** "Don Hazen" <dhazen@ci.vallejo.ca.us>

**To:** "Russ Barnes" <Russ@coopercrane.com>, "Wayne Rasmussen" <wrasmussen@rasplan.com>

**CC:** rhassel@touro.edu, "Bruce Lang" <blang@touromareisland.com>, "Rich Geist" <rich@vallejochamber.com>

**Subject:** Re: Draft Mitigated Negative Declaration - Touro Mare Island

Mr. Barnes, I am forwarding your comments to Wayne Rasmussen, our planning consultant assigned to this project. He is compiling all comments received and will draft a comprehensive response as part of the staff report to the Planning Commission.

Don Hazen  
 Planning Manager  
 City of Vallejo  
 555 Santa Clara St., 2nd Floor  
 Vallejo, CA 94590  
 (707) 648-4328

>>> "Russ Barnes" <Russ@coopercrane.com> 5/2/2008 2:44 PM >>>  
 Mr. Hazen,

While I am very excited about this wonderful project, I have great concerns about the traffic control plan for the referenced project. Although I did not find it detailed anywhere in the initial study, I am told that the plan is to build out Azuar, close Walnut, and restripe Railroad making it two directional with a single lane in each direction. Azuar will be used for construction traffic. Right now Walnut handles the vast majority of truck traffic. With its closing, our trucks will have to choose between making extra turns while competing with construction and residential traffic on Azuar or traveling on Railroad's straighter but single lane. Neither option is attractive to a truck carrying a crane.

I am also concerned about the impact on the residential area since Azuar leads directly into the new residential developments on Mare Island. I am very anxious not to antagonize the Mare Island residents.

Lastly, I have also heard that Railroad is to be built out during the second phase of the North Island development and that the second phase will be completed around 2012. If I understand correctly, Railroad, too, will be under construction while there is still construction traffic on Azuar for phase 1. This sounds like all access through the North Mare Island

H-1  
 H-2  
 H-3  
 ↓

site  
will be used for construction traffic for some time. This is a  
frightening  
thought to those of us whose businesses depend on ready access to  
highway 37  
from South Mare Island.

↑  
H-3

I had hoped that reviewing the Touro's traffic study would put me more  
at  
ease and, in fact, Dick Hassel has agreed to share their traffic study.  
However, I have not seen it yet and I know that the deadline for  
commenting  
is May 5.

Thank you,

Russ Barnes

**Myrna Hayes**  
**816 Branciforte St.**  
**Vallejo, CA 94590**  
**707-557-9816**

May 5, 2008

Mr. Don Hazen  
Planning Manager  
City of Vallejo  
555 Santa Clara Street  
Vallejo, California 94590

Via email

**SUBJECT: City of Vallejo Initial Study and Proposed Mitigated Negative Declaration for Touro Cancer Treatment and Research Center, Mare Island, Vallejo, California**

Dear Mr. Hazen:

I have reviewed the Initial Study and Proposed Mitigated Neg. Dec. regarding the proposed Touro Cancer Treatment and Research Center at Mare Island and submit the following comments.

I have served on the Mare Island Restoration Advisory Board since 1994 and it is one of the primary purposes of my involvement as a community member to see the reuse of Mare Island realized following appropriate and satisfactory environmental cleanup. It is no secret that the former base has a great deal of environmental cleanup yet to be completed, including along the proposed traffic route and near the area being considered for development of the Cancer Center. Having said that, careful planning and approaches to addressing the environmental cleanup associated with the project, should address these issues.

#### **Environmental Cleanup Concerns**

I am concerned that the Initial Study and Mitigated Neg. Dec. have not addressed the impacts the project will have regarding environmental cleanup that is still necessary along Azuar Dr., the traffic route designated as the primary route for traffic use to the project site. I am surprised that the various documents do not address this issue. It is my understanding that some of the property in this area is still owned by the U.S. Navy specifically because of its contaminants and at last report, they were planning to conduct a good deal more of additional investigation and environmental remediation at that site. There are groundwater monitoring wells at that location which might be affected by construction related to the project. While it wasn't described in the documents, will there be some coordination with the Navy during the development phase of the road improvements to address this issue? Due to this issue, I think there would be a significant impact of this project, if the contaminated Navy owned property is not addressed by the project and its environmental review. While the applicant and the city may have contemplated a solution to this issue, I do not see how you were going to address existing environmental cleanup issues; this topic was not adequately addressed in the Initial Study and proposed Mitigated Negative Declaration and application.

I-1

I-2

A number of concerns regarding contaminated soils are presented by the current Study and Mitigated Neg. Dec. and application include any work contemplated to take place below ground for utilities in the project area, including Azuar Drive and Railroad Ave. and the storm water retention basin, as well as its location and its eventual drainage into the Mare Island Strait/Napa River. Also, it is not clear in the documents what type of worker safety training will be in place both during construction and after the construction is complete, if there are contaminants left in place.

↑  
I-2  
I-3

**Traffic Routing and Specific Plan Consistency:**

I do not recall that the Amended and Restated Specific Plan completed by the City in 2005, envisioned the major traffic corridor from Highway 37 to G St. as following the Azuar Dr. route. The current project appears to be inconsistent with that Plan and that potentially significant change should be addressed more fully.

I-4

Thank you for the opportunity to comment on this plan and its environmental impacts. The Cancer Treatment and Research Center as planned by the project proponents is likely to be a great asset to this community and beyond and I therefore urge you to make the necessary modifications to the project to allow for it to move forward.

My regards,

Myrna Hayes

**Mitigation Monitoring and Reporting Plan for the  
Touro Cancer Treatment and Research Center Project**

**EXHIBIT - B**

Environmental Commitments / Mitigation Measures		Implementation Details		Monitoring and/or Reporting Procedure		
No.	Text of Commitment or Measure	Timing	Responsible Party	Details	Timing	Responsible Party/Agency
1-a	<p><b>Protect Views of Marshlands</b></p> <p>The project proponent has agreed to cooperate with the City during the planning of the landscaping along the street frontage of Azuar Drive to maintain existing views of the marshlands from Azuar Drive.</p>	<p>Revise landscape plans prior to Azuar Drive public improvement plan submission and install</p>	Touro Mare Island (TMI)	Approve plan revision prior to pub. insp. plan acceptance	During public imp. plan review, and prior to City acceptance of public street improvements	Pl. Div. and P.W. Dept. - plan review and field inspection
IIIa:	<p><b>Reduce Air Quality Impacts Relating to Transportation</b></p> <p>1. Implement carpool/vanpool programs, e.g., carpool ride matching for employees, assistance with vanpool formation, provision of vanpool vehicles, etc.</p> <p>2. Provide preferential parking (e.g., near building entrances, sheltered areas, etc.) for carpool and vanpool vehicles.</p> <p>3. Provide secure, weather-protected bicycle parking for employees.</p> <p>4. Provide safe, direct access for bicyclists to adjacent bicycle routes.</p>	<p>Prepare program prior to bid. permit issuance and implement after construction</p> <p>On-going after construction</p> <p>Specify on const. plans prior to building permit issuance and construct</p> <p>Specify bicycle routes on const. plans prior to</p>	TMI	Approve program prior to bid. permit issuance	On-going following construction	P.W. Dept - program review and on-going monitoring
			TMI	Approve program prior to building permit issuance	On-going following construction	P.W. Dept - program review and on-going monitoring
			TMI	Approve plan prior to building permit issuance	During construction plan review, and prior to occ. permit	P.W. Dept - plan review and final inspection
			TMI	Approve bicycle route plan	Prior to building permit issuance	P.W. Dept.



No.	Environmental Commitments / Mitigation Measures  Text of Commitment or Measure	Implementation Details		Monitoring and/or Reporting Procedure		
		Timing	Responsible Party	Details	Timing	Responsible Party/Agency
	5. Provide showers and lockers for employees bicycling or walking to work.	building permit issuance and construct  Specify showers and lockers on construction plans prior to building permit issuance and construct	TMI	Approve adequacy of proposed facilities	Prior to building permit issuance	Building Dept. – plan review and final inspection
III:c	Reduce Air Quality Impacts Relating to Construction Activities  1. Water active sites at least twice daily. Increase the frequency of watering when wind speeds exceed 15 miles per hour.  2. Suspend excavation and grading activities when winds (instantaneous gusts) exceed 25 mph.  3. Limit the area subject to excavation, grading, and other construction activity at any one time.  4. Replant vegetation in disturbed areas as quickly as possible.  5. Hydro-seed or apply soil stabilizers to inactive construction areas (previously graded areas inactive for ten days or more).  6. Enclose, cover, water twice daily, or apply soil binders to	On-going during construction  Same as above  Same as above  Same as above  Same as above	TMI	Conduct frequent site inspections	On-going during construction	Building Department

No.	Environmental Commitments / Mitigation Measures	Implementation Details		Monitoring and/or Reporting Procedure		
		Timing	Responsible Party	Details	Timing	Responsible Party/Agency
	<p>exposed stock piles (e.g., sand, gravel, or dirt) and all unpaved parking and staging areas.</p> <p>7. Cover all trucks hauling dirt, sand, soil, or other loose materials. Maintain at least six inches of freeboard.</p> <p>8. Install wheel washers for all exiting trucks, or wash off the tires or tracks of all trucks and equipment leaving the site.</p> <p>9. Sweep daily (with water sweepers) all paved access roads, parking and staging areas at construction sites.</p> <p>10. Provide daily clean-up of mud and dirt carried onto paved streets from the site.</p> <p>11. Limit traffic speeds on unpaved roads to 15 mph.</p> <p>12. Install sandbags or other erosion control measures to prevent silt runoff to public roadways.</p> <p>13. Designate a person or persons to oversee the implementation of a comprehensive dust control program and to increase watering, as necessary.</p> <p>14. Maintain and operate construction equipment so as to minimize particulates from exhaust emissions. During construction, trucks and equipment should be running only when necessary. Equipment should be kept in good condition and well-tuned to minimize exhaust emissions.</p> <p>15. Pave, apply water three times daily, or apply (non-toxic) soil stabilizers on all unpaved access roads, parking</p>	<p>Same as above</p> <p>Same as above</p> <p>Same as above</p> <p>Same as above</p> <p>Same as above</p> <p>Same as above</p> <p>Same as above</p> <p>Same as above</p>				

No.	Environmental Commitments / Mitigation Measures Text of Commitment or Measure	Implementation Details Timing Responsible Party	Monitoring and/or Reporting Procedure Details Timing Responsible Party/Agency
Va	<p>areas and staging areas.</p> <p><b>Protect Historical Resources</b> In the event unsuspected historical, archaeological, or paleontological resources are discovered during any phase of the project development, land alteration work within 50 feet of the find shall be halted, the Planning Division notified, and a qualified professional consulted to evaluate the resource and suggest an appropriate management plan as necessary.</p>	<p>On-going during const. TMI</p>	<p>On-going during construction TMI to notify Pl. Div. of potential resources and Pl. Div. to consult with resource professionals Planning Division</p>
Vd:	<p><b>Disturbance of Human Remains</b> In the event that human remains should be discovered, land alteration work within 50 feet of the find shall be halted, the Planning Division and the County Coroner notified and a qualified professional consulted to evaluate the resource and suggest an appropriate management plan as necessary.</p>	<p>On-going during construction TMI</p>	<p>On-going during construction TMI to notify Pl. Div. of potential remains and Pl. Div. to consult with County Coroner Planning Division</p>
Vic:	<p><b>Mitigate Unstable Soil</b> 1. To mitigate potentially significant unstable soil impacts to a level of less than significant, the Preliminary Geotechnical Investigation provides that: (1) dewatering and sub-grade stabilization may be required in some areas of the site, depending on the time of year that construction occurs; (2) for settlement sensitive utilities that extend into unstable sub-grade, geotextile/gravel bedding may be required; and (3) fill derived from excavations may need to be aerated/dried to achieve suitable moisture content for compaction. 2. Project design and construction shall conform to all recommendations contained in the "Preliminary Geotechnical Investigation – Touro University Cancer</p>	<p>Refine design requirements in final geo. report prior to building permit issuance, and provide on-going geo. eng. inspections TMI/geotechnical engineer</p> <p>Prepare final geotechnical report prior to</p>	<p>Prior to building permit issuance, and on-going monitoring during construction Approve final geo. report and monitor field inspections by geotechnical engineers City consulting engineering geologist to Building Department – plan review and inspection Prior to building permit issuance, and on-going monitoring during construction Building Department - over-sight of</p>

Environmental Commitments / Mitigation Measures		Implementation Details		Monitoring and/or Reporting Procedure		
No.	Text of Commitment or Measure	Timing	Responsible Party	Details	Timing	Responsible Party/Agency
	Treatment Center" report, dated January 2008. In addition, a final geotechnical investigation report shall be prepared as development plans are finalized and project design and construction shall conform to all recommendations contained in the report. This report shall be subject to peer review and analysis by a qualified consulting engineering geologist reporting to the City of Vallejo. All recommendations of the City's consulting engineering geologist shall be incorporated into the project design and construction.	building permit issuance		conduct peer review	on-going monitoring during construction	plan review and monitoring of construction
<b>VId:</b>	<b>Mitigate Expansive Soil</b> Provide a final site-specific soil suitability analysis and stabilization procedures and design criteria for foundations as recommended by a California-registered soil engineer are required for this project.	Incorporate into design prior to building permit issuance, and construct	TMI/geotechnical engineer	City consulting engineering geologist to conduct peer review of criteria and implementation	Prior to building permit issuance	Building Department -- over-sight of peer review process

No.	Environmental Commitments / Mitigation Measures	Implementation Details		Monitoring and/or Reporting Procedure	
		Timing	Responsible Party	Details	Timing
				Details	Responsible Party/Agency
VIIa:	<p><b>Routine Transport, Use and Disposal of Hazardous Materials</b></p> <p>1. In order to provide sufficient shielding for operation of the synchrotron, up to eight-foot thick, steel-reinforced protective walls will be constructed.</p>	<p>Prior to building and occupancy permit approvals</p>	<p>TMI</p>	<p>Building Dept. to ensure design approval and construction monitoring as required for federal and state regulating agencies</p>	<p>Design approval prior to permit issuance, and federal and state regulating agency sign-off prior to occupancy permit</p>
	<p>2. Radiation levels will be regularly checked and there will be integrated hardware and software safety systems to activate and shut down the system. There will be no production of radiation when the device is turned off.</p>	<p>On-going following construction</p>	<p>TMI</p>	<p>Federal and state regulatory agency monitoring</p>	<p>On-going following construction</p>
	<p>3. No radioactive substances or devices will be delivered to the center and no routine removal of radioactive waste is proposed.</p>	<p>Same as above</p>			<p>N.R.C., and C.D.P.H.- Radiologic Health Branch</p>
	<p>4. The project will be designed so that external water supplies will not come into direct contact with the cooling water of the synchrotron; de-ionized water (which will not become radioactive) will be used in a closed loop system with a heat exchanger to eliminate any radioactive exposure to external supplies. There will be no discharge of de-ionized water.</p>	<p>Prior to building and occupancy permit approvals</p>	<p>TMI</p>	<p>Building Dept. to ensure design approval and construction monitoring as required for federal and state regulating agencies</p>	<p>Design approval prior to building permit issuance, and federal and state regulating agency sign-off prior to occupancy permit. Also on-going monitoring</p>
	<p>5. Facilities using equipment involving radiation are to be</p>				

No.	Environmental Commitments / Mitigation Measures	Implementation Details		Monitoring and/or Reporting Procedure		
	Text of Commitment or Measure	Timing	Responsible Party	Details	Timing	Responsible Party/Agency
VIIb:	<p><b>Upset or Accident Involving Hazardous Materials</b></p> <p>1. The cancer treatment center will have many levels of safety interlocks in the software and parallel hardware systems to ensure the synchrotron is not activated unless all safety parameters of the pertinent state and federal regulatory agencies are met.</p> <p>2. In addition, in accordance with state and federal regulatory agency requirements, the device is to be designed to immediately shut down in less than 250 milliseconds should any such parameter go out of its specified level. If the beam is off position in millimeters or is not the exact energy or the correct dose the synchrotron will immediately terminate. The operation of the synchrotron is sensitive to vibrations. Any disturbance from</p>	<p>Same as above</p> <p>On-going</p> <p>Prior to building and occupancy permit approval</p> <p>Same as above</p>	<p>TMI</p> <p>TMI</p>	<p>Federal and state regulatory agency and City monitoring</p> <p>Building Dept. to ensure design approval and construction monitored as required for federal and state regulating agencies</p>	<p>On-going</p> <p>Design approval prior to building permit issuance, and federal and state regulating agency sign-off prior to occupancy permit. Also on-going monitoring.</p>	<p>N.R.C., C.D.P.H.- Radiologic Health Branch, and Fire Dept.</p> <p>Building Dept., N.R.C., C.D.P.H.- Radiologic Health Branch</p>

No.	Environmental Commitments / Mitigation Measures	Implementation Details		Monitoring and/or Reporting Procedure		
		Timing	Responsible Party	Details	Timing	Responsible Party/Agency
	natural conditions such as earthquakes or a vehicle or aircraft hitting the building would immediately stop the synchrotron, even if the building were not damaged.					
<b>VIIIId:</b>	<p><b>Underground Storage Tank</b></p> <p>One Cortese List "leaky" underground storage tank site, Building 655, occurs in the project area. Construction of a new storm drain line, outfall and detention basin could occur in the vicinity of this site. The responsible parties are expected to remediate this site prior to project construction. In the unlikely event that construction of the storm drain, outfall and basin must proceed prior to remediation, the proponent may reconsider realigning the storm drain line and relocating the basin sufficiently far from the tank to avoid areas of potential contamination. Alternatively, preventative steps could be taken using appropriate construction methods to reduce the risk of hazard to the public or the environment. Potential preventative construction methods include the use of sheet piles to isolate work areas, excavation of contaminated materials prior to commencement of construction and storage in designated off-site areas for future characterization by others.</p>	<p>Remediation, relocation or design resolution prior to approval of public improvement plans</p>	TMI	<p>Remediation plan approval, work monitoring, and certification of completeness; or redesigned construction plan approval, work monitoring, and certification of completeness</p>	<p>Potential remediation prior to start of storm drain improvements; and/or redesigned construction plan approval prior to storm drain improvements; and City certification prior to public use</p>	<p>Federal and state regulatory agency certification of remediation, and Pub. Works Dept. approval of public improvement plans and construction</p>

No.	Environmental Commitments / Mitigation Measures	Implementation Details		Monitoring and/or Reporting Procedure		
		Timing	Responsible Party	Details	Timing	Responsible Party/Agency
<b>VIIIa:</b>	<p><b>Minimize Sedimentation</b></p> <p>1) To the extent practicable, schedule project site grading for the dry season (April through September).</p> <p>2) Satisfy the National Pollution Discharge Elimination System (NPDES) certification requirements of the Regional Water Quality Control Board (RWQCB) prior to granting a City of Vallejo building permit. As part of this certification, a Storm Water Pollution Prevention Plan (SWPPP) is prepared, including a Best Management Practices (BMP) Program. The SWPPP shall include plans for construction and post-construction storm water management to reduce nonpoint source pollution.</p> <p>3) Submit a soil erosion and sedimentation control plan for the project to the City of Vallejo prior to grading. This plan must be designed by a professional specializing in erosion control and must meet standard best practices as formulated by the Association of Bay Area Governments.</p>	<p>Construction during dry season</p> <p>Submit plans prior to building permit issuance and public improvement plan approval</p> <p>Submit plans prior to grading permit issuance and public improvement plan approval</p>	<p>TMI</p> <p>TMI</p> <p>TMI</p>	<p>Confirm schedule in advance of grading</p> <p>Satisfy NPDES certification requirements</p> <p>Conform to City standard requirements</p>	<p>City approval at least 45 days prior to construction</p> <p>City approval of plans at time of building permit issuance and public improvement plan approval</p> <p>City approval of plans at time of grading permit issuance and public improvement plan approval</p>	<p>Building and Public Works Depts.</p> <p>Building and Public Works Depts.</p> <p>Building Dept.</p>
<b>VIIIb:</b>	<p><b>Control Stormwater Runoff</b></p> <p>A storm water drainage plan is proposed to direct project area runoff into on- and off- site detention ponds prior to discharge into the storm drain system (no new outfalls and no modifications to the existing outfall are proposed). These ponds will provide both detention to attenuate peak flows for up to 72 hours and pre-treatment prior to discharge into the storm drain system. The existing storm drain infrastructure will also be upgraded to accommodate increases in flows.</p>	<p>Submit plan prior to building permit issuance and public improvements plan approval. Complete improvement prior to certification of completion</p>	<p>TMI</p>	<p>Plans to confirm to City standards</p>	<p>Approve plan prior to construction, monitor throughout construction, and certify completion</p>	<p>Public Works Dept., and Planning Division approval of landscaping element</p>



No.	Environmental Commitments / Mitigation Measures	Implementation Details		Monitoring and/or Reporting Procedure		
		Timing	Responsible Party	Details	Timing	Responsible Party/Agency
X1d:	<p><b>Minimize Construction Noise</b></p> <p>1) Comply with the Maximum Allowable Noise Levels from Construction Equipment specified in the Vallejo General Plan, Chapter IX, Noise, Figure 11.</p> <p>2) Maximize the physical separation between noise generators and noise receptors. Such separation includes, but is not limited to, the following measures:</p> <ul style="list-style-type: none"> <li>a. Provide enclosures for stationary equipment and barriers around potentially noisy areas on the site or around the entire site.</li> <li>b. Use shields, impervious fences, or other physical sound barriers, to inhibit the transmission of noise to sensitive receptors.</li> <li>c. Position stationary equipment to minimize noise impacts on the community.</li> </ul> <p>3) Require that all construction equipment engines be properly tuned and muffled according to manufacturer's specifications.</p> <p>4) Schedule construction activity that produces higher noise levels during less noise-sensitive hours (9 a.m. to 6 p.m.).</p> <p>5) In conjunction with the City of Vallejo, select haul routes for the removal of excavation materials and transport of building materials such that noise-sensitive areas, including residences and public open spaces, are avoided as much as possible.</p>	<p>On-going during construction</p> <p>Same as above</p> <p>On-going during construction</p> <p>Same as above</p> <p>Propose haul route in advance of construction</p>	<p>TMI</p> <p>TMI</p> <p>TMI</p>	<p>Confirm mitigations with the disturbance coordinator and neighbors, and through site inspections as construction proceeds</p> <p>Periodic inspections</p> <p>Approve haul route</p>	<p>On-going during construction</p> <p>On-going during construction</p> <p>On-going during construction</p> <p>Plan approved prior to construction, on-going monitoring during const.</p>	<p>Building Dept. to monitor</p> <p>Building Dept.</p> <p>Building and Public Works Depts.</p>

No.	Environmental Commitments / Mitigation Measures	Implementation Details		Monitoring and/or Reporting Procedure		
	Text of Commitment or Measure	Timing	Responsible Party	Details	Timing	Responsible Party/Agency
	<p>6) For pile driving, pre-drill the pile holes to reduce the force necessary to install piles and decrease the duration of noise and vibration exposure as well as the noise and vibration level. Shielded pile drivers or vibratory pile drivers are to be used where geotechnical conditions allow, to reduce the noise to or below the construction equipment noise thresholds of the Vallejo General Plan, Chapter IX, Noise, Figure 11.</p> <p>7) Neighbors within 300 feet of construction areas shall be notified of the construction schedule in writing prior to construction. The project contractor shall designate a "disturbance coordinator" to be responsible for responding to any local complaints regarding construction noise. The coordinator (who may be an employee of the developer or general contractor) shall determine the cause of the complaint and require that reasonable measures warranted to correct the problem be implemented. A telephone number of the noise disturbance coordinator shall be conspicuously posted at the construction site fence and on the notification sent to the neighbors adjacent to the site.</p>	<p>Submit implementation plan prior to building permit issuance and implement during construction</p>	<p>TMI</p>	<p>To be provided by plan engineer</p>	<p>Plan approval prior to construction, monitoring during construction</p>	<p>Building Dept.</p>
		<p>On-going during construction</p>	<p>TMI</p>	<p>Per mitigation measure specifications</p>	<p>On-going during construction</p>	<p>Building Dept.</p>
<p><b>XVa:</b></p>	<p><b>Construct State Route 37/Mare Island Interchange Improvements</b></p> <p>The proposed State Route 37/Mare Island interchange modifications shall be completed in accordance with the current Caltrans interchange project plans, and the "State Route 37/Mare Island Interchange Improvement Project-Initial Study Mitigated Negative Declaration," adopted by the City of Vallejo in 2002. Caltrans plans call for the existing State Route 37 Interchange ramp to be modified to align the interchange with the proposed internal street system of Reuse Area 1A.</p>	<p>Commence and complete construction by dates set forth in Attachment No. 3 of the Public Improvements Construction</p>	<p>TMI</p>	<p>Complete construction per approved Caltrans plans and construct with City.</p>	<p>Construction contract approval prior to commencement of construction.</p>	<p>Public Works Dept. and Caltrans</p>

No.	Environmental Commitments / Mitigation Measures  Text of Commitment or Measure	Implementation Details		Monitoring and/or Reporting Procedure		
		Timing	Responsible Party	Details	Timing	Responsible Party/Agency
<b>XVIc:</b>	<b>Stormwater Detention Facilities</b>  The project proposes the construction of one on-site 1-1/2-acre storm water detention basin that will drain into the G Street storm water system, and one off-site one-acre detention basin in the northeast area of Mare Island that will discharge into the existing outfall at Mare Island Strait. In addition, new storm water drainage system lines are proposed within the off-site 15-acre public street improvement areas as well as a drainage line that is planned to connect the Azuar Drive line to the above referenced off-site detention basin in the northeast portion of Mare Island. Both detention basins are planned to be landscaped and are required to be designed in conformance with City and RWQCB standards.	Submit construction plans prior to building permit issuance and public improvements plan approval. Complete prior to certification of completion.	TMI	Plans to conform to City and RWQCB standards	Approve plan prior to construction, monitor throughout construction, and certify completion	Public Works Dept. with Planning Division approval of landscaping element

CITY OF VALLEJO PLANNING COMMISSION

RESOLUTION NO. PC 08-13

**A RESOLUTION OF THE PLANNING COMMISSION APPROVING A  
PLANNED DEVELOPMENT UNIT PLAN # PD 08-0002 FOR THE TOURO  
CANCER TREATMENT AND RESEARCH CENTER PROJECT**

BE IT RESOLVED by the Planning Commission of the City of Vallejo as follows:

WHEREAS, in accordance with procedures established under Federal and State law governing the planning, disposition and reuse of closed military bases, the City of Vallejo accepted on July 26, 1994, a Final Reuse Plan ("Reuse Plan") for Mare Island, which Reuse Plan established goals for the reuse of Mare Island, including the creation of jobs and other economic development opportunities in the City, the creation of a self-sustaining and multi-use community and the use of a variety of innovative economic development tools for the marketing, financing and acquisition of Mare Island following its closure by the Federal Government; and

WHEREAS, in connection with the approval of the Reuse Plan for Mare Island on July 26, 1994, the City certified a final Environmental Impact Statement/Environmental Impact Report (SCH #940930029) ("EIS/EIR") pursuant to the California Environmental Quality Act (California Public Resources Code Section 21000 *et seq.*) and Implementing Guidelines ("CEQA"); and

WHEREAS, on March 30, 1999, the City adopted the Mare Island Specific Plan governing the land use policy and development process for Mare Island. On December 6, 2006, City amended the Mare Island Specific Plan by adopting the Mare Island Specific Plan Amended and Restated; the Mare Island Specific Plan Amended and Restated was further amended by the City on June 26, 2007. The Mare Island Specific Plan Amended and Restated, as further amended, is hereinafter referred to as the "Specific Plan"; and

WHEREAS, on November 29, 2005, in connection with the adoption of the Mare Island Specific Plan Amended and Restated, the City certified a final Subsequent Environmental Impact Report ("SEIR"), which 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; and

WHEREAS, the City and Touro University are parties to an Amended and Restated Exclusive Right to Negotiate Agreement ("ERN") dated April 1, 2008, providing, among other things, for City and Touro University to negotiate with each other regarding Touro University's potential acquisition and development of that certain real property comprising an approximately 27.89 acre portion of Mare Island Reuse Area 1A located at the northeast corner of Azuar Drive and G Street designated as APN #0066-020-130 ("Project Site") with an approximately 125,000 square foot advanced particle beam cancer-treatment center and related research and administrative/office space, including ancillary on-site and off-site public improvements ("Project"); and

WHEREAS, as contemplated by the ERN, Touro Mare Island, LLC, a California limited liability company ("Touro") has filed a Unit Plan application (#PD 08-2002) with the City of Vallejo pursuant to Vallejo Municipal Code Chapter 16.116.140(A)(2), for the purpose of developing the Project; and

WHEREAS, in accordance with the California Environmental Quality Act (California Public Resources Code Section 21000 *et seq.*) and Implementing Guidelines ("CEQA") an Initial Study/Mitigated Negative Declaration, dated April 4, 2007, was prepared in construction with the Project; and

WHEREAS, the Initial Study/Mitigated Negative Declaration concluded that the Project, with the proposed mitigation measures contained therein and in the associated Mitigation Monitoring and Reporting Plan, would not have a significant adverse effect on the environment; and

WHEREAS, on June 2, 2008, at a duly noticed public hearing, the Planning Commission by Resolution No. \_\_\_\_\_ approved the Initial Study/Mitigated Negative Declaration and associated Mitigation Monitoring and Reporting Plan; and

WHEREAS, the Planning Commission conducted a duly noticed public hearing to consider the Unit Plan on June 2, 2008; and

WHEREAS, the statements, findings, determinations, certifications, approvals and other actions set forth in this Resolution are based on the entire record before the Planning Commission, including, without limitation, (i) the Unit Plan, including conditions of approval with respect thereto, and the other land use entitlements for the Project, (ii) the staff report (including all attachments thereto) accompanying this Resolution, and (iii) all written and oral testimony presented to the City of Vallejo Planning Commission, and other boards and commissions of the City in connection with the Unit Plan application.

NOW, THEREFORE BE IT RESOLVED BY THE PLANNING COMMISSION AS FOLLOWS:

Section 1. The Planning Commission finds that the Unit Plan:

- a. is consistent with the goals, policies, intent, purpose and development standards of the City of Vallejo General Plan and the Specific Plan in that a) the Project will facilitate employment opportunities on the Project Site in a manner consistent with the City of Vallejo General Plan land use designation of "Employment" for the Project Site; b) the Project is consistent with the Specific Plan land use designation of "Research and Development" for the Project Site; c) the proposed grid alignment of Project streets is consistent with the existing North Mare Island grid pattern; d) the Project building complex will be located in the western portion of Reuse Area 1A consistent with the Specific Plan goal that large-scale buildings be located on the western portion of Reuse Area 1A; e) the height, scale and massing of the Project are compatible with other prominent large developments on Mare Island; f) the Project provides for an additional approximately 15 acres of off-site area-wide street and

related infrastructure improvements, including portions of G Street, Azuar Drive, I Street, Railroad Avenue, and construction of the planned State Route 37 interchange improvements; and g) the Project will not affect or conflict with any known agency or jurisdictional plans that are intended to avoid or mitigate an environmental effect;

- b. serves to achieve a Project that is architecturally integrated and will result in a well composed urban design, with consideration given to the Project Site, building height, arrangement, texture, material, color and appurtenances, the relation of these factors to other structures that are to be retained over time in the immediate area, and the relation of the development to the total setting as seen from key points in the surrounding area in that a) the height, scale and massing of the Project are compatible with other prominent large developments on Mare Island; b) the proposed Project architecture incorporates the features of the existing buildings and other structures on Mare Island in a creative manner; and c) the landscape design of the Project will maintain existing views of the marshlands from Azuar Drive; and
- c. is of a quality and character that harmonizes with, and serves to protect the value of private and public investments in the area in that a) the Project provides an additional approximately 15 acres of off-site area-wide street and related infrastructure improvements, including portions of G Street, Azuar Drive, I Street, Railroad Avenue and construction of the planned State Route 37 Interchange improvements; b) the Project provides for the construction of a one-acre storm water detention basin to receive runoff from areas of the off-site infrastructure improvements described above; c) landscaping along the frontage of G Street will be designed to incorporate planting schemes and materials that build upon and enhance the existing character of G Street; and d) the Project will result in a state of the art proton and heavy carbon ion beam cancer treatment and research center offering technological and scientific advances over other radiation treatment facilities in Northern California.

Section 2. The Planning Commission hereby approves Unit Plan PD #08-0002 based upon the findings specified in Section 1. above, and subject to the conditions of approval attached hereto as Exhibit A.

PASSED AND ADOPTED at a regular meeting of the Planning Commission of the City of Vallejo, State of California, on the 2<sup>nd</sup> day of June, 2008, by the following vote:

AYES:  
NOES:  
ABSENT:

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Charles Legalos, Chairperson  
City of Vallejo Planning Commission

Attest:

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Don Hazen  
Planning Commission Secretary

**PD Unit Plan #08 002 CONDITIONS OF APPROVAL**

**Planning Division**

1. The street sidewalk system and the portion of the on-site private walkway system that circle the perimeter of the medical facility site shall be combined to jointly serve both public and private purposes subject to approval by the Planning Division and Public Works Department. A public access easement shall be recorded over the sidewalk.
2. Adequate truck turn-around area within the utility/outdoor storage yard shall be specified on project construction plans for approval by the Planning Division and Garbage Company prior to the issuance of a building permit.
3. A combination of low water use ground cover materials shall be used to replace the majority of the proposed on-site lawn areas. These changes shall be integrated into project landscape plans for review and approval by the City Landscape Manager and Planning Division prior to the issuance of a building permit.
4. The 1-1/2-acre on-site storm water detention basin shall be designed with irregular bank slopes to create a more natural appearance. The basin bank design shall be confirmed, or modified as necessary, so as to not require safety perimeter fencing.
5. The one-acre off-site storm water detention basin shall be designed with an irregular perimeter and vertical bank slopes to create a more natural appearance. The basin bank shall be designed so as to not require safety perimeter fencing. However, since this site is remotely located, safety fencing may be required until such time as the site on which it is located ultimately develops.
6. A coordinated "special intersection" design plan shall be prepared for the street intersections of G Street with Azuar Drive, Walnut Avenue, and Railroad Avenue and submitted for review and approval by the City Landscape Manager and Planning Division prior to the issuance of a building permit.
7. Views of the site from G Street are particularly important since G Street is one of only two vehicular entries to Mare Island. Landscaping along the G Street site frontage shall be sensitive to this condition and be designed to incorporate landscape schemes and plant materials that build upon and enhance the existing character of G Street, subject to review and approval by the City Landscape Manager and the Planning Division.
8. All street and street median trees shall be selected, located and maintained so as to grow to form a canopy over the street, subject to review and approval of the tree species by the City Landscape Manager. This condition applies to street medians, when constructed, on Azuar Drive and Railroad Avenue.

9. The applicant shall cooperate with the City during the planning of landscaping along the street frontage of Azuar Drive to maintain existing views of the marshlands from Azuar Drive.

10. Final project landscaping and irrigation design plans shall be prepared by a licensed landscape architect.

11. The exterior on-site lighting design shall be reflective of the building architectural design and consistent with the applicable provisions of Section 4.8.2 of the Mare Island Specific Plan, subject to approval by the Planning Division prior to the issuance of a building permit.

12. A decorative street light design program for North Mare Island shall be developed subject to approval by the Public Works Department and Planning Division, and the lighting standards planned for the current project street improvement areas shall be consistent with this plan. The lighting program standards shall be consistent with the applicable provisions of Section 4.8.2 of the North Mare Island Specific Plan.

13. Public art shall be provided at the G Street intersections with Railroad Avenue and Azuar Drive, and the north side of G Street at Walnut Avenue. The art design shall be consistent with Section 4.8.4 of the Mare Island Specific Plan, subject to review and approval by the Planning Division.

14. All future project signs shall be consistent with the Mare Island Specific Plan Sign Program as outlined in Section 4.9.2 of the Specific Plan, subject to sign design review and approval by the Planning Division prior to the issuance of sign permits.

15. The lawn proposed for the 20-foot high earthen berm that surrounds the western portion of the building shall be replaced with a ground cover(s) that is more suitable for maintenance on the 2:1 slope, subject to approval by the Planning Division.

#### **Fire Department**

1. The required fire flow shall be specified on the building and public improvement plans consistent with the 2007 California Fire Code, subject to approval by the Fire Prevention Division.

2. Fire hydrant locations and specifications shall be indicated on public improvement plans, subject to approval by the Fire Prevention Division.

3. Submit a numbered list to the Fire Prevention Division stating how each condition of project approval will be satisfied.



4. Automatic fire sprinkler extinguishing systems are required for all residential, commercial and industrial occupancies (2007 CFC Section 903 amended in VMC Section 12.28.060).
5. Prior to building permit issuance, building construction plans and plans required fire protection systems; automatic sprinklers, smoke alarms, etc. shall be submitted to the Fire Prevention Division for review and approval. All applicable plan review and inspection fees shall be paid.
6. Prior to the building permit issuance, the applicant shall install an approved and tested water supply system capable of supplying the required fire flow as determined by the Fire Chief. Water supply systems for staged construction shall provide required fire flows at all stages. (2007 CFC Section 508, Appendix B)
7. Prior to permit issuance, paved fire apparatus roads shall be installed for every building or stockpile of combustible materials located more than 150 feet from fire department vehicle access. Said access roads are to be posted "No Parking Fire Lane" and shall be not used for storage of materials. (2007 CFC Section 503.1.1)
8. Prior to occupancy/final building inspection, install 3A-40BC portable fire extinguishers as required by the Fire Prevention Division. (2007 CFC Standard 10-1; NFPA 10)
9. Prior to occupancy/final building inspection, install approved numbers or addresses on all buildings in such a position as to be clearly visible and legible from the street. Commercial occupancies shall have numerals or letters not less than 6 inches in height of contrasting background, and illuminated at night. (2007 CFC Section 505; amended VMC Section 12.28.1)
10. Prior to occupancy/final building inspection, install "No Parking Fire Lane" signs along interior access roadways, in location where vehicle parking would encroach on a 20-foot clear width of roadway (CVC Section 22500.1; CalTrans Traffic Manual, sign #R26f).
11. Prior to occupancy/final building inspection, all applicable fees shall be paid before a final Fire Prevention inspection shall be conducted. All meeting and inspections require a minimum 24-hour advance request.
12. Development sites shall be maintained weed free during construction. (2007 CFC Section 304.1.2)

#### **City Traffic Engineering**

1. Upon completion of the required improvements, Railroad Avenue will be available for truck traffic, one lane in each direction until the full improvements for Railroad Avenue are constructed. There is no requirement for full improvements to Railroad Avenue from "I" Street to new intersection of Railroad and Azuar Drive as part of this project approval. The construction of Azuar Drive will be phased so as not to disrupt access to existing businesses

located in Reuse Area 1B where the Alco Iron & Metal Company is located. Azuar Drive will not be closed. Access and construction staging plans are to be part of the construction documents to be reviewed and approved by the City Engineer.

#### **Public Works Engineering Division**

1. Prior to acceptance of improvements, submit to Public Works a Record of Survey for review and approval. The record of survey shall be prepared by a licensed land surveyor or registered civil engineer authorized to practice land surveying in the State of California. The purpose of the Record of Survey is to set street monuments and show all proposed dedications describing the G Street, Azuar Drive, Railroad Avenue and I Street rights of way, Public Utility Easements, Landscape Maintenance Easements and any other dedications intended for the City.
2. Prior to acceptance of improvements, deliver grant deed(s) of public rights of way to the City for G Street, Azuar Drive, Railroad Avenue and I Street and such grant deed(s) shall reference the Record of Survey. The public rights of way shall be wide enough to accommodate the ultimate design of the road.
3. The public right of way for Azuar Drive shall be a minimum of sixty-nine feet wide to accommodate one fourteen-foot lane, one twelve-foot lane and a one and one-half-foot gutter in both the northbound and southbound directions from the intersection of Railroad Avenue to Station 29+00, to the satisfaction of the City Engineer.
4. The width of the medians at left turn pockets shall be a minimum of four feet wide from face of curb to face of curb.
5. Provide a traffic analysis to determine required left turn pocket lengths.
6. Prior to acceptance of improvements, deliver grant deed(s) of easements to the City for Public Utility Easements, Landscape Maintenance Easements and any other type of public easement. Such grant deed(s) shall reference the Record of Survey.
7. Identify on the Record of Survey landscape maintenance easements (LME), open spaces and public utilities easements (PUE) to be conveyed to the City.
8. All public roadways shall be monumented per City standards. If monuments are not installed prior to approval of the Record of Survey, the applicant shall furnish to the City security, guaranteeing the payment of the cost of setting monuments for the Record of Survey prior to the approval of Record of Survey.
9. Sufficient right of way shall be dedicated to accommodate the traffic signals proposed at the intersection of G Street and Azuar Drive as well as Railroad Avenue and Azuar Drive and any other intersection. The right of way dedication shall also be sufficient to accommodate the curb returns, including curb ramps.

10. Prior to approval of the Record of Survey, the developer shall pay to the City charges required by Solano County for providing copies of the recorded map to the City and applicable Public Works Department map check fees.
11. Prior to commencement of construction, the applicant shall enter into a Public Improvement Construction Agreement with the City, and pay to the City all applicable plan check and inspection fees for on-site and off-site grading and improvements, and post performance and payment bonds for site grading and improvements as required by City Standard.
12. Applicant is responsible for the improvements along the northern right of way of G Street, beginning at the back of curb.
13. Within two years of the execution of the Public Improvement Agreement, applicant shall complete the process and obtain acceptance, of the G Street, Azuar Drive, Railroad Avenue and I Street improvements, by the City. The applicant may request for a time extension per the details outlined in the Public Improvement Agreement.
14. Prior to approval of the Improvement Plans, obtain permits required for development from governmental and other jurisdictional agencies, such as California Water Quality Control Board, Dept. of Toxic Substance Control, U.S. Fish and Wildlife Service, etc., as applicable, and submit copies to the City Engineer.
15. Prior to approval of the Improvement Plans, provide evidence that the existing off-site Mare Island infrastructure planned to be used to support this project meets City Standards.
16. Submit street signing and striping plans for review and approval by the City Engineer. Plans shall comply with CalTrans and City of Vallejo standards.
17. Submit hydrology calculations to the City Engineer to show that the proposed street sections have been designed to include drainage (the dry travel lanes to be a minimum of ten feet), so as to serve the drainage and collect runoff, per City Standards. A street gutter is not part of the travel lane.
18. Driveway location, width, and slope shall conform to City Standard.
19. Adequate line of sight per the Highway Design Manual shall be provided for all the access locations, including driveways.
20. The public utility and street tree easement width must be as wide as is necessary (normally six to ten feet) to house, without any conflict, all utility boxes and appurtenances, street trees, gas, electric, street lights, fire hydrants, water meters, telephone, cable, etc. Show proof that adequate room is provided to the satisfaction of the City Engineer.
21. Relocate any existing utility line that may be in conflict with the proposed improvements into a public utility easement. This shall not preclude abandonment in place of utility lines where appropriate and approved by the City Engineer.
22. Bus circulation shall be considered during the construction design of North Mare Island. City standard bus stops shall be provided to the reasonable satisfaction of the City Engineer. The

location and amount of bus stops shall be determined by the City Engineer and at minimum there shall be two City standard bus stops.

23. Prior to approval of the Improvement Plans a Local Improvement Benefit District, pursuant to Chapter 14.36 of the Vallejo Municipal Code or other funding mechanism acceptable to the City, for backbone infrastructure on Mare Island shall be formed.
24. Prior to issuance of building permits, existing Island Energy (IE) easements and any other easements affected by the proposed project shall be quit claimed to developer by IE or easement beneficiary. Acceptance of right of way by the City shall be conditioned upon the existing easements within the proposed right of way being quit claimed.
25. The Federal Emergency Management Agency (FEMA) has provided the City with a "MARE ISLAND WORK MAP" dated May 26, 2005. According to the "MARE ISLAND WORK MAP", portions of the off-site improvements are within the 100-year flood zone. All improvements, including utilities, within the flood zone shall be in conformance with Chapter 7.98 of the Vallejo Municipal Code pertaining to floodplain management standards and regulations.
26. Centerline of streetlights within landscape strips shall be installed 2.5 feet from face of curb.
27. Submit turning templates for the parking structure and cul de sac showing how adequate vehicular turning movements are provided to the satisfaction of the City Traffic Engineer and City Engineer. Parking aisles shall have a minimum width of twenty-five feet.
28. Prior to issuance of a certificate of occupancy, establish a CDF or other funding mechanism mutually acceptable to the City and developer for operation and maintenance of public open space, landscaping, irrigation systems, drainage ditches, operation and maintenance of non-standard street lighting and other public facilities subject to the approval of the Planning Division, Public Works Director, and the City Attorney.
29. During construction, it shall be the responsibility of the contractor to provide for safe traffic control in and around the site. This may include but not be limited to signs, flashing lights, barricades and flag persons.
30. All curb returns shall be a minimum of 30-foot radius per the City Standards and Specifications.
31. Provide full roadway width asphalt concrete overlay where multiple transverse utility crossings have been installed within existing roadways per City Standard.
32. All grading shall be in conformance with Chapter 12.40 of the Vallejo Municipal Code for grading and excavation.
33. Site drainage shall be collected on-site and conveyed to the public storm drain system. Sheet flow of water over driveways, sidewalks, slopes, or onto adjacent parcels shall not be permitted. Sidewalk cross drains shall be installed per City Standard to carry surface water into the gutter.
34. Retaining walls over 1-foot in height shall be reviewed and approved by the Public Works Department and Building Division. Building permits shall be required.

35. Prior to acceptance of the project, the landscape architect for the project must perform a complete and thorough 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.
36. Any off-site grading shall require written permission from the owner(s) of the property on which grading is to be performed.
37. Dust and erosion control shall be in conformance with City Standard and ordinances. State Water Quality Control Board regulations and the project Storm Water Pollution Prevention Plan (SWPPP) shall be adhered to.
38. Prior to occupancy, all utilities and street improvements necessary to support the project to be occupied shall be substantially complete to the satisfaction of the City Engineer.
39. If decorative street lighting is proposed for the project, prior to acceptance of the project deliver one complete streetlight assembly (pole, luminaire and lamp) to the City of Vallejo Corporation yard for every 25 city street lights, or fraction thereof, identified on the approved street light plan.
40. Walnut Avenue shall remain open to the public until Azuar Drive and the interim Railroad Avenue improvements have been substantially completed as determined by the City Engineer.
41. All public curb ramps and walkways shall comply with the Americans with Disabilities Act (ADA).
42. Prior to obtaining a grading permit submit a complete and comprehensive soil and geological report for review. An independent soils and geological review of the project may be required. The City shall select the soils engineer with the cost of the study to be borne by the developer/project sponsor.

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

1. Existing storm drain and/or sanitary sewer facilities that are to be abandoned in place shall be filled with grout, otherwise they shall be removed.
2. The storm overflow pattern will need to be shown on the grading plans. Determine the 100-year storm tributary area. This may differ from the 15-year tributary area. Ensure that there are no buildings within the limits of the 100-year storm overflow pattern. Ensure that there is an overland release of pond surface water at least one foot below any building floor space (habitable living space, storage, etc.), and at least 6-inches below the ground surface outside of any subterranean basement space.
3. There will need to be a geotechnical report that addresses the potential for settlement, and differential settlement, of underlying soils as a result of cut, fill and grading. The report will need to address the ultimate slope of the gravity pipes based on the as-built slopes and the potential for settlement.
4. There will need to be a master utility plan (MUP) for the sanitary sewer system. The MUP will need to show rims and inverts, slopes for pipes and pump station(s) to ultimately serve the Touro campus. Design

will need to be supported by calculations. VSFCO will need to see it demonstrated that SS will not ultimately be required in Azuar Drive from stations 9+00 to 49+00. If SS will be required in this part of Azuar Drive it should be constructed as part of the subject improvements. Note that there is existing live SS in Azuar Drive that serves properties SW of Azuar Drive. This will need to be accounted for in the design of the new roadway.

#### **Water Superintendent**

1. For all of the buildings to be removed, any existing water services serving the buildings shall be abandoned at the water main in the street per the Water Superintendent requirements.
2. Existing water facilities and services shall be shown on the plans and shall be kept in service until the proposed water facilities and services are placed in service.
3. The proposed 20-inch water main can be reduced to an 18-inch water main.
4. The proposed water main pipe material shall be C-900 or C-905 PVC with push-on DIP fittings and valves.
5. All buried metal material installed for the water system shall be triple-wrapped with polyethylene (minimum 24 mils thickness) and securely taped in place.
6. The proposed water system shall also connect to the existing water system at Railroad Avenue and I Street and at Railroad Avenue and Highway 37.
7. Some of the existing water services were not shown on the plans. These need to be shown on plans and connected to the proposed water system.
8. All existing water meters and BFD's shall be relocated to the back of the proposed sidewalk.
9. The proposed meters and BFD's for the proposed building shall be placed in a landscaped area at the back of sidewalk.

#### **Vallejo Garbage Service**

1. The final site plan shall indicate the location of the proposed trash enclosure and compactor area. These facilities shall be architecturally screened consistent with the building architecture from all on-and off-site public views, subject to design approval by the Vallejo Garbage Service and the City of Vallejo Planning Division. Vehicular access to this area shall further be subject to approval by the Vallejo Garbage Service and the City Planning Division.

### **STANDARD REQUIREMENTS**

#### **Planning Division**

1. All parking spaces shall be demarcated, per City of Vallejo standards.
2. Construction-related activities shall be limited to between the hours of 7 a.m. and 6 p.m., Monday through Saturday. No construction is to occur on Sunday or federal holidays. Construction equipment noise levels shall not exceed the City's maximum allowable noise levels.
3. Required landscaping shall be maintained in a neat, clean, and healthy condition. This shall include pruning, mowing of lawns, weeding, removal of litter, fertilizing, replacement of plants when necessary, and the regular watering of all plantings.
4. There shall be no outdoor storage or display of any kind except as allowed per Chapter 16.70 and 16.77 (VMC).
5. All mechanical equipment and utility meters shall be screened in a manner approved by the Planning Division. Electrical transformers shall be screened or placed underground.

6. All vents, gutters, downspouts, flashings, electrical conduits, etc., shall be painted to match the color of the adjacent surface.
7. All roof-mounted mechanical devices and their components such as air conditioners, heating equipment, exhaust fans, vents or ducts, or similar equipment shall be screened from view in a manner approved by the Planning Division. All wall-mounted air conditioners shall be flush mounted.
8. Obtain an inspection from the Planning Division prior to occupancy/final building inspection. All inspections require a minimum 24-hour notice. Occupancy permits shall not be granted until all construction and landscaping are completed and finalized in accordance with the approved plans and required conditions of approval or a bond has been posted to cover all costs of the unfinished work as agreed to by the Planning Manager.
9. The conditions herein contained shall run with the property and shall be binding on the applicant and all heirs, executors, administrators, and successors in interest to the real property that is the subject of this approval.
10. The applicant shall establish a recycling program for the building in coordination with the Planning Division and when established, either participate in the Citywide commercial recycling program or demonstrate to the satisfaction of the Planning Division that the established recycling program is sufficient.

#### **Fire Department**

1. Additional fire hydrant(s) may be required. Submit a complete set of plans for review and approval. All fire hydrants are to have "blue dot" highway reflectors installed on the adjacent street of the driveway to clearly identify the fire hydrant locations. (2007 CFC Section 508.5, Appendix C)
2. If security gates are desired at any entrances to the project, they shall be provided with an entry system approved by the Fire Department.
3. An approved manual, and/or automatic fire alarm system is required for this project in accordance with section 1006.2 of the CFC.

#### **Public Works Engineering Division**

1. Prior to building permit issuance, submit a numbered list to the Planning Division stating how each condition of project approval contained in this report will be satisfied. The list should be submitted to the project planner who will coordinate development of the project.
2. All public improvements shall be designed to City of Vallejo standards and to accepted engineering design standards. The City Engineer has all such standards on file and the Engineer's decision shall be final regarding the specific standards that shall apply. (COV, Regulations & Standard Specifications, 1992).
3. Prior to building permit submittals, submit three sets of plans for onsite and offsite improvements to the Department of Public Works for plan check review and approval. (Improvement or civil plans are to be prepared by a licensed civil engineer.) Plans are to include, but may not be limited to, grading and erosion control plans, improvement plans, joint trench utility, street light plans, and landscaping, irrigation and fencing plans and all supporting documentation, calculations and pertinent reports. (COV, Regulations & Standard Specifications, 1992 Section 1.1.7-A).

4. Prior to issuance of grading permit, submit a soils report for review. An independent soils and geological review of the project may be required. The City shall select the soils engineer with the cost of the study to be borne by the developer/project sponsor. Site grading shall comply with City Municipal Code. (VMC, Chapter 12.40).
5. In design of grading and landscaping, line of sight distance shall be provided based on Caltrans standards. Installation of fencing, signage, above ground utility boxes, etc. shall not block the line of sight of traffic and must be set back as necessary. (VMC, Section 10.14).
6. During grading operations, the project geologist or soils engineer and necessary soils testing equipment must be present on site. In the absence of the soils engineer or his representative on site, the Department of Public Works shall shut down the grading operation. (VMC, Section 12.40.080).
7. Prior to building permit issuance or acceptance of grading, compaction test results and certification letter from the project soils engineer and civil engineer confirming that the grading is in conformance with the approved plans must be submitted to the Department of Public Works for review and approval. Test values must meet minimum relative compaction recommended by the soils engineer (usually at least 90 percent). (VMC, Section 12.40.070-R).
8. Entrances to any private project must be standard driveway approaches unless deviation is permitted by the City Engineer. If a curb return is permitted for a private entrance, the entrance shall have stamped asphalt concrete five feet in depth for the width of the entrance, as a delineation of private property. (VMC, Section 12.04.100 and 16.62.150).
9. Obtain a street excavation permit from the Department of Public Works prior to performing any work within City streets or rights-of-way, or prior to any cutting and restoration work in existing public streets for utility trenches. All work shall conform to City standards. (VMC, Section 10.08).
10. Prior to building permit issuance, obtain an encroachment permit from the Department of Public Works for all work proposed within the public right-of-way. (VMC, Section 10.16).
11. Prior to start of construction, submit a traffic control plan to the Department of Public Works for review and approval. (Caltrans Traffic Manual).
12. Construction inspection shall be coordinated with the Department of Public Works and no construction shall substantially deviate from the approved plans. (COV, Regulation & Standard Specification Sections 1.1.4 & 1.1.5).
13. The project design engineer shall be responsible for the project plans. If plan deviations are necessary, the project engineer must first prepare a revised plan or details of the proposed change for review by the Department of Public Works and, when applicable, by Vallejo Sanitation and Flood Control District. Changes shall be made in the field only after approval by the City. At the completion of the project, the design engineer must prepare and sign the "as built" plans. (COV, Regulation & Standard Specification Section 1.1.9).



14. Prior to approval of construction plans, provide bonds and pay applicable fees. Bonding shall be provided to the City in the form of a "Performance Surety" and a separate "Labor and Materials Surety" in amounts stipulated by City ordinance. (VMC, Section 15.12.090, Resolution Nos. 84-554 N. C. and 02-55 N. C.)
15. Prior to occupancy/final building inspection, install the improvements required by the Department of Public Works including but not limited to streets and utilities. (VMC, Section 12.04.060).
16. Prior to occupancy/final building inspection, remove and replace any broken curb, gutter, sidewalk or driveway approach as directed in the field by the City Engineer. (VMC, Section 10.04), unless a time extension for completion of improvements has been granted by the City Engineer.
17. Prior to release for occupancy, plant required street trees in accordance with City Municipal Code. The list of approved trees is available in the office of the Public Works Director. The minimum standard shall be at least one tree for each 50 feet of street frontage or fraction thereof, including secondary or side streets. Street tree(s) shall be inspected by Public Works Landscape Inspector prior to release for occupancy. (VMC, Section 15.06.190 and Regulations and Standard Specifications Section 3.3.48).
18. The developer shall provide joint trench plans for the underground electrical, gas, telephone, cable television and communications conduits and cables including the size, location and details of all trenches, location of all building utility service stubs and meters and placement or arrangements of junction structures as a part of the Improvement Plans submitted for the project. The composite drawings and/or utility improvement plans shall be signed by a licensed civil engineer. (VMC, Sections 15.06.160&170).
19. There are fiber optic and /or copper signal inter connect cables located at the edge of the roadway or under the sidewalk. The plans should address either the relocation of these cables or a note should be made of the cable location. A warning should be included on the plans stating that if the cable damaged, the entire length of the cable between the two nearest hubs will be will be replaced by the contractor unless otherwise authorized by the City Engineer.

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

1. Applicant shall pay all fees (plan review fees, connection fees, etc.) required by VSFCD for the subject project.
2. Improvement plans shall comply with the VSFCD Engineering Design Standards and Policies, within the Master Bid Document dated March 2007 or later, regarding design and construction of storm drains (SD) and sanitary sewer (SS) facilities. Improvement plans shall indicate that proposed improvements are to be constructed in accordance with Standard Plans and Specifications included in the VSFCD Master Bid Document dated March 2007, or later edition.
3. Grading and improvement plans shall include storm water pollution prevention plans for use during site development and building construction to mitigate impacts of this development. This plan shall include calculations, measures related to debris, refueling areas, disposal of excess materials, site clean-

up, hazardous substance containment, street cleaning, catch basin cleaning, and other similar measures (see Section 10 Storm Water Runoff of the VSFCO Engineering Design Standards and Policies).

4. VSFCO reserves the right to require that gravity sewers with lateral connections be no more than 10-foot deep.

5. Pretreatment of storm drainage water runoff is required. Storm drainage runoff shall be conveyed over landscaped areas or otherwise treated using structures before discharging into the public system. This is to improve the storm water quality leaving the site. As much as practicable, developer shall incorporate measures described in "Start at the Source" a residential site planning and design guidance manual for storm water quality protection (written by BASMA) as a means of mitigating project impacts, and reduce impacts of increases in impervious surfaces. For the current phase of work this requirement will be satisfied by the on-site detention basin.

6. The development shall be planned so that all VSFCO SD and SS facilities shall be accessible by standard access. Standard access means that each structure (MH or CB) shall be accessible by an AC paved path, 15-foot wide from the public street to each maintenance structure (MH, CB, etc.), such that VSFCO maintenance vehicles can drive to and park over the facilities. Unless otherwise allowed by VSFCO, District vehicles must be able to drive forward in and forward out. The designer shall refer to VSFCO Engineering Design Standards and Policies (No. 2-03 and 5-07) and VSFCO standard detail No 25 for access criteria.

#### **Water Superintendent**

1. All water system improvements shall be consistent with the Vallejo Water System Master Plan, 1985, prepared by Kennedy/Jenks Engineers as updated by Brown & Caldwell, 1996. Prior to improvement plan approval and building permit issuance, water system improvement plans shall be submitted to the Water Division for review and approval, and shall contain at least:

- a. Location and size of fire service connection(s)
- b. Location and size of domestic service connection(s)
- c. Location and size of irrigation service connections(s)
- d. Location of fire hydrants
- e. Location of structures with respect to existing public water system improvements, such as mains, meters, etc.
- f. Location and size of any new water mains
- g. Location and size of backflow prevention devices (required on water service connections to irrigation systems, certain commercial water users, and to commercial fire sprinkler systems, per City Ordinance 922 N.C. (2d).Code

2. Fire flow requirements of the Fire Department shall be complied with. Fire flow at no less than 25 psig residual pressure shall be available within 1,000 feet of any structure. One-half of the fire flow shall be available within 300 feet of any structure.

- a. For single-family residential units, the fire flow is 1,500 gpm.
- b. For other developments, see the Vallejo Water System Master Plan, 1985, prepared by Kennedy Jenks and its latest update by Brown Caldwell dated April 1996.

3. Prior to improvement plan approval and building permit issuance, hydraulic calculations shall be submitted to the Water Superintendent demonstrating that the fire flow requirements are complied with.
4. Fire hydrant placement and fire sprinkler system installation, if any, shall meet the fire requirements of the Fire Department. For combined water and fire services, the requirements of both the Fire Department and the Vallejo Water System Master Plan, with the latest revisions, shall be satisfied.
5. Easements shall be granted for all water system improvements installed outside the public right-of-way in the City's Standard Form for Grant of Water Line Easement with the following widths:
  - a. 15 feet wide (minimum) for water mains
  - b. 10 feet wide (minimum) for fire hydrants, water meters, backflow preventers, double detector check valves, etc.
  - c. Other facilities will be reviewed by the Water Division.
6. Water service shall be provided by the City of Vallejo following completion of the required water system improvements and payment of applicable fees. Performance and payment bonds shall be provided to the City of Vallejo prior to construction of water system improvements. Fees include those fees specified in the Vallejo Municipal Code including connection and elevated storage fees, etc., and fees for tapping, tie-ins, inspections, disinfection, construction water, and other services provided by the City with respect to the water system improvements. The Water Division may be contacted for a description of applicable fees.
7. Prior to occupancy or final building inspection, install water system improvements as required. Backflow device(s) where required, shall be installed in areas hidden from public view and/or shall be mitigated by landscaping.

#### **GENERAL CONDITION**

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

#### **APPEAL PROCEDURE**

The applicant or any party adversely affected by a decision of the Planning Commission may within ten days after the rendition of the decision of the Planning Commission appeal in writing to the City Council by filing a written appeal with the City Clerk and Planning Division. Such written appeal shall state the reason or reasons for the appeal and why the applicant believes he or she is adversely affected by the decision of the Planning Commission. Such appeal shall not be timely filed unless it is actually received by the City Clerk or designee no later than the close of business on the tenth calendar day after the rendition of the decision by the Planning Commission. If such date falls on a weekend or City holiday, then the deadline shall be extended until the next regular business day.

#### **EXPIRATION**

Approval of a unit plan shall expire automatically thirty-six months after approval of the master plan unless authorized construction has commenced prior to the expiration date; however, after this thirty-six month period, if said authorized construction has commenced, the unit plan shall expire upon expiration of the building permits.

CITY OF VALLEJO PLANNING COMMISSION

RESOLUTION NO. PC 08-14

**A RESOLUTION OF THE PLANNING COMMISSION RECOMMENDING CITY COUNCIL APPROVAL OF DEVELOPMENT AGREEMENT # DA08-0002 FOR THE TOURO CANCER TREATMENT AND RESEARCH CENTER PROJECT**

BE IT RESOLVED by the Planning Commission of the City of Vallejo as follows:

WHEREAS, in accordance with procedures established under Federal and State law governing the planning, disposition and reuse of closed military bases, the City of Vallejo accepted on July 26, 1994, a Final Reuse Plan ("Reuse Plan") for Mare Island, which Reuse Plan established goals for the reuse of Mare Island, including the creation of jobs and other economic development opportunities in the City, the creation of a self-sustaining and multi-use community and the use of a variety of innovative economic development tools for the marketing, financing and acquisition of Mare Island following its closure by the Federal Government; and

WHEREAS, on March 30, 1999, City adopted the Mare Island Specific Plan governing the land use policy and development process for Mare Island. On December 6, 2005, City amended the Mare Island Specific Plan by adopting the Mare Island Specific Plan Amended and Restated; the Mare Island Specific Plan Amended and Restated was further amended by the City on June 26, 2007. The Mare Island Specific Plan Amended and Restated, as further amended, is hereinafter referred to as the "Specific Plan"; and

WHEREAS, City and Touro University are parties to an Amended and Restated Exclusive Right to Negotiate Agreement ("ERN") dated April 1, 2008, providing, among other things, for City and Touro University to negotiate with each other regarding Touro University's potential acquisition and development of that certain real property comprising an approximately 27.89 acre portion of Mare Island Reuse Area 1A located at the northeast corner of Azuar Drive and G Street ("Project Site") with an approximately 125,000 square foot advanced particle beam cancer-treatment center and related research and administrative/office space, including ancillary on-site and off-site public improvements ("Project"); and

WHEREAS, as contemplated by the ERN, Touro Mare Island, LLC, a California limited liability company ("Touro") filed a Unit Plan application (#PD 08-2002) with the City of Vallejo pursuant to Vallejo Municipal Code Chapter 16.116.140(A)(2), for the purpose of developing the Project; and

WHEREAS, in accordance with the California Environmental Quality Act (California Public Resources Code Section 21000 et seq.) and Implementing Guidelines ("CEQA"), an Initial Study/Mitigated Negative Declaration, dated April 4, 2008, was prepared in connection with the Project; and

WHEREAS, the Initial Study/Mitigated Negative Declaration concluded that the Project, with the mitigation measures contained therein and in the associated Mitigation Monitoring and Reporting Plan, would not have a significant adverse effect on the environment; and

WHEREAS, on June 2, 2008, at a duly noticed public hearing, the Planning Commission by Resolution No. \_\_\_\_\_ approved the Initial Study/Mitigated Negative Declaration and associated Mitigation Monitoring and Reporting Plan and by Resolution No. \_\_\_\_\_ approved the Unit Plan for the Project; and

WHEREAS, pursuant to the ERN the City and Touro have negotiated the proposed Development Agreement ("Development Agreement") attached hereto as Exhibit A, for the development of the Project on the Project Site; and

WHEREAS, Touro submitted an application requesting the approval of the Development Agreement (#DA \_\_\_\_\_) which was prepared and submitted to the City for review and processing consistent with the provisions of Article 17 of the Vallejo Municipal Code (Land Development, Development Agreements); and

WHEREAS, the Development Agreement proposes among others, the following terms and conditions:

1. The Development Agreement covers the development of the Project Site, specifying the intent to develop the Project Site with the Project, along with certain on-site and off-site infrastructure improvements. Development of the Project Site is required to comply with the regulations, provisions and guidelines of the Vallejo General Plan, the Mare Island Specific Plan, the City's Zoning Ordinance, and any other City regulations and standards existing on the date of approval of the Development Agreement, including regulations for permitted land uses and maximum building heights.

2. The Development Agreement would "lock-in" or vest the development of the Project Site under the Vallejo General Plan, Mare Island Specific Plan, Zoning Ordinance, and other City ordinances, resolutions, rules, and standards in place or adopted at the time of approval. The proposed initial term for this vesting commences on the date that the ordinance approving the Development Agreement becomes effective and expires on the date which is five (5) years following the date City transfers title to the Project Site to Touro. The proposed initial term to vest the development of the Project Site may be extended by City for one additional two (2) year period upon Touro's request in accordance with the terms of the Development Agreement.

3. The obligations of the City are set forth in Section 4.15 of the Development Agreement.

WHEREAS, the City of Vallejo Planning Commission conducted a duly noticed public hearing to consider the proposed Development Agreement at which testimony and evidence, both written and oral, was presented to and considered by the Planning Commission;

NOW, THEREFORE BE IT RESOLVED BY THE PLANNING COMMISSION AS FOLLOWS:

Section 1. The Planning Commission finds that the Development Agreement, as proposed:

a. Is consistent with the goals, objectives, policies, general land uses, and programs specified in the City of Vallejo General Plan and the Specific Plan in that: a) the Project will facilitate employment opportunities on the Project Site in a manner consistent with the City of Vallejo General Plan land use designation of "Employment" for the Project Site; b) the Project is consistent with the Specific Plan land use designation of "Research and Development" for the Project Site; c) the proposed grid alignment of Project streets is consistent with the existing North Mare Island grid pattern; d) the Project building complex will be located in the western portion of Reuse Area 1A consistent with the Specific Plan goal that large-scale buildings be located on the western portion of Reuse Area 1A; e) the height, scale and massing of the Project are compatible with other prominent large developments on Mare Island; f) the Project provides for an additional approximately 15 acres of off-site area-wide street and related infrastructure improvements, including portions of G Street, Azuar Drive, I Street, Railroad Avenue, and construction of the planned State Route 37 interchange improvements; and g) the Project will not affect or conflict with any known agency or jurisdictional plans that are intended to avoid or mitigate an environmental effect;

b. Is compatible with the uses authorized in, and the regulations prescribed for, the land use district in which the Project Site is located in that the Development Agreement requires that development on the Project Site be consistent with the proposed zoning designation of Mixed Use Planned Development (MUPD) and requires conformance with the policies of the Specific Plan which are the uses authorized in, and regulations prescribed for, the MUPD zoning designation;

c. Is in conformity with the public convenience, the general welfare, and good land use practice, in that the Development Agreement: a) requires conformance and is compatible with all City of Vallejo ordinances, resolutions, regulations, standards and specifications existing at the time of approval of the Development Agreement, including the Vallejo General Plan, the Specific Plan, and the City's Zoning Ordinance; and b) will implement the Specific Plan by facilitating increased employment opportunities for residents of the City;

d. Will not be detrimental to the health, safety or general welfare, nor will it adversely affect the orderly development of Mare Island or the preservation of Mare Island property values, in that the Development Agreement will: a) require that development of the Project on the Project Site conform with all ordinances, resolutions, regulations, standards, and specifications existing at the time of approval of the Development Agreement and applicable to the Project, including the Vallejo General Plan, Specific Plan, and Zoning Ordinance; b) allow new City laws and regulations which are necessary to protect the public health and safety to be applied to the Project; c) result

in development that will eliminate blighting conditions on the Project Site; d) result in a cutting edge, state of the art proton and heavy carbon ion beam cancer treatment and research center offering technological and scientific advances over other radiation treatment facilities in Northern California; and e) result in the extension of public infrastructure to support the planned uses on the Project Site and other development on Mare Island; and

e. Is consistent with the provision of California Government Code Sections 65864 through 65869.5.

Section 2. The Planning Commission hereby finds that the Initial Study/Mitigated Negative Declaration for the Project dated April 4, 2008, fully addresses and describes all of the development activities contemplated under the Development Agreement, and is recommending approval of the Development Agreement based on its determination that there are no significant environmental impacts arising from the development contemplated under the Development Agreement which have not been fully and completely analyzed and mitigated pursuant to the Initial Study/Mitigated Negative Declaration and accompanying Mitigation Monitoring and Reporting Plan.

Section 3. The Planning Commission hereby recommends to the City Council the approval of Development Agreement # \_\_\_\_\_, based upon the findings specified above.

ADOPTED at a regular meeting of the Planning Commission of the City of Vallejo, State of California, on the 2<sup>nd</sup> day of June, 2008 by the following vote:

AYES:

NOES:

ABSENT:

---

Charles Legalos, Chairperson  
City of Vallejo Planning Commission

Attest:

---

Don Hazen  
Planning Commission Secretary



Exhibit A  
Development Agreement

RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:

City of Vallejo  
555 Santa Clara Avenue  
Vallejo, CA 94590  
Attention: City Clerk

Space Above This Line Reserved for Recorder's Use  
Exempt from Recording Fee Per Government Code Section 27383

**DEVELOPMENT AGREEMENT**

**BY AND BETWEEN**

**CITY OF VALLEJO**

**AND**

**TOURO MARE ISLAND, LLC**

DATED \_\_\_\_\_, 2008

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## DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("*Agreement*") dated for reference purposes as of \_\_\_\_\_ 2008, is entered into by and between TOURO MARE ISLAND, LLC, a California limited liability company ("*Touro*"), and the CITY OF VALLEJO, a California municipal corporation ("*City*"). Touro and City are sometimes referred to individually herein as a "*Party*" and collectively as "*Parties*."

### RECITALS

A. The Mare Island Naval Shipyard ("*Mare Island*") was ordered closed in July 1993 pursuant to the Defense Base Closure and Realignment Act of 1990, as amended.

B. In accordance with procedures established under Federal and State law governing the planning, disposition and reuse of closed military bases, the City of Vallejo accepted on July 26, 1994, a Final Reuse Plan ("*Reuse Plan*") for Mare Island, which Reuse Plan established goals for the reuse of Mare Island, including the creation of jobs and other economic development opportunities in the City, the creation of a self-sustaining and multi-use community and the use of a variety of innovative economic development tools for the marketing, financing and acquisition of Mare Island following its closure by the Federal Government.

C. The Reuse Plan divided Mare Island into thirteen (13) Reuse Areas consisting of property owned by the United States of America, including Reuse Area 1A ("*Reuse Area 1A*"), consisting of approximately 190 acres located north of G Street.

D. In connection with the final approval of the Reuse Plan, the City certified a final Environmental Impact Statement/Environmental Impact Report (SCH #940930029) ("*EIS/EIR*") pursuant to the California Environmental Quality Act (California Public Resources Code Section 21000 *et seq.*) ("*CEQA*"). Pursuant to the National Environmental Policy Act of 1969 (42 U.S.C. §§4321-4347) ("*NEPA*") the Navy issued a Record of Decision in connection with the EIS/EIR on or about October 23, 1998.

E. On or about January 4, 2001, the Navy approved a Finding of Suitability for Transfer ("*FOST*") finding, among other things, that certain Mare Island property, including the Property and other portions of Reuse Area 1A, was environmentally suitable for transfer in accordance with and subject to Section 120(h)(3)(C) of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9620 *et seq.* ("*CERCLA*").

F. On or about September 2001, the Navy conveyed to City pursuant to the FOST certain Mare Island property, including the Property and other portions of Reuse Area 1A, by Quitclaim Deed dated September 26, 2001, recorded on October 17, 2001, Series No. 2001 00120695, in the Official Records of the County of Solano.

G. On or about March 30, 1999, City adopted the Mare Island Specific Plan governing the land use policy and development process for Mare Island. On or about December 6, 2005, City amended the Mare Island Specific Plan by adopting the Mare Island Specific Plan Amended and Restated ("**Specific Plan Amendment No. 1**"); the Mare Island Specific Plan Amended and Restated was further amended by the City on June 26, 2007. The Mare Island Specific Plan Amended and Restated, as further amended, is hereinafter referred to as the "**Specific Plan**".

H. In connection with the adoption of Specific Plan Amendment No. 1, the City certified a final Subsequent Environmental Impact Report on November 29, 2005 ("**SEIR**"). 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 Specific Plan Amendment No. 1.

I. City and Touro University, a non-profit public benefit corporation, entered into an Exclusive Right to Negotiate Agreement dated January 9, 2007, providing, among other things, for City and Touro University to negotiate with each other regarding Touro University's potential acquisition and development of Reuse Area 1A. Touro University is a California non-profit public benefit corporation, whose sole shareholder is Touro College, a New York educational corporation, and Touro College is the sole member and manager of Touro Mare Island, LLC.

J. On or about October 2, 2007, City and Touro University entered into a First Amendment to Exclusive Negotiating Agreement pursuant to which City and Touro University agreed, among other things, to (i) extend the exclusive negotiating period, (ii) negotiate one or more agreements addressing development of that portion of Reuse Area 1A (the "**Property**") consisting of approximately 27.89 acres, as depicted in Exhibit A and described in Exhibit B attached hereto with an approximately 125,000 square foot advanced particle beam cancer-treatment center and ancillary related research and administrative/office space ("**Project**") as more particularly described in the Scope of Work attached as "Exhibit C" to the Acquisition Agreement, and (iii) defer negotiation of agreements addressing the balance of Reuse Area 1A to a later date while the acquisition of that property from the Navy by the City is being negotiated and while the scope, cost and extent of required remediation is being investigated and negotiated with the Navy and third parties. Subsequently, on or about April 1, 2008, City and Touro University entered into an Amended and Restated Exclusive Right to Negotiate Agreement. The Amended and Restated Exclusive Right to Negotiate Agreement is hereinafter referred to as the "**ERN**."

K. As contemplated by the ERN, City and Touro desire to enter into this Agreement and an Acquisition Agreement of even date herewith ("**Acquisition Agreement**") setting forth the terms and conditions for Touro's acquisition of the Property from City and Touro's development thereon of an advanced particle beam cancer-treatment center and ancillary related research and administrative/office space, or subject to City's approval in its sole discretion, an Alternate Project as described in Section 301.1 of the Acquisition Agreement.

L. Prior to or concurrently with approval of this Agreement, City has taken numerous actions in connection with the development of the Project on the Property. These include:

- (1) the EIS/EIR and SEIR;
- (2) the Specific Plan;
- (3) the Acquisition Agreement;
- (4) the Right of Entry dated September 25, 2007 ("**Right of Entry**") authorizing Touro and its contractors to enter upon the Property and conduct surveys and inspections to prepare for demolition of certain structures on the Property;
- (5) the Unit Plan for the Project approved by the City Planning Commission on \_\_\_\_\_, 2008;
- (6) the Right of Entry and Demolition Agreement ("**Right of Entry and Demolition Agreement**") entered into by City and Touro providing for Touro and its contractors and subcontractors to enter onto the Property and adjacent properties and, at Touro's risk and expense, demolish certain buildings and improvements located thereon; and
- (7) an Initial Study/Mitigated Negative Declaration ("**Mitigated Negative Declaration**"), including Mitigation Monitoring and Reporting Program ("**MMRP**"), approved by the \_\_\_\_\_ by Resolution No. \_\_\_\_\_ on \_\_\_\_\_, 2008.

The approvals and development policies described in this Recital L. are collectively referred to herein as the "**Existing Project Approvals**".

M. Subsequent to approval of this Agreement, certain additional approvals and agreements ("**Subsequent Project Approvals**") will be required from City and other agencies in order to facilitate the development of the Project. The Subsequent Project Approvals may include, without limitation, amendments of the Existing Project Approvals, design review approvals, the Public Improvements Construction Agreement ("**Public Improvements Construction Agreement**") setting forth Touro's right and obligation to construct, install and dedicate to City the Infrastructure Improvements, building permits, unit plans, improvement agreements, use permits, grading permits, lot line adjustments, sewer and water connection permits, certificates of occupancy, rezonings, permits, any other discretionary or ministerial approvals, and any amendments to, or actions repealing of, any of the foregoing and any subsequent or supplemental environmental impact report or other environmental review required under any applicable provision of CEQA or NEPA, including all mitigation measures, monitoring programs and conditions adopted as a result of any such environmental review for such approvals. Subsequent Project Approvals required from other agencies may include, without limitation, Vallejo Sanitation and Flood Control District ("**VSFCD**"); orders, permits, requirements and approvals of BCDC, DTSC and/or the Regional Water Quality Control



Board; or any amendments to any of the foregoing. The Subsequent Project Approvals from the City are referred to collectively as the "**City Subsequent Project Approvals.**" The Subsequent Project Approvals from other agencies are referred to collectively as "**Other Agency Subsequent Project Approvals.**" The term "Subsequent Project Approvals" refers to both the City Subsequent Project Approvals and the Other Agency Subsequent Project Approvals.

N. California Government Code Section 65864 *et seq.* ("**Development Agreement Statute**") and Title 17, Part II of the City of Vallejo Municipal Code authorize the City to enter into an agreement for the development of real property with any person having a legal or equitable interest in such property in order to establish development rights in such property.

O. The City Council has found that development agreements will strengthen the public planning process, encourage private participation in comprehensive planning by providing a greater degree of certainty in that process, reduce the economic costs of development, allow for the orderly planning of public improvements and services, allocate costs to achieve maximum utilization of public and private resources in the development process, and assure that appropriate measures to enhance and protect the environment are achieved.

P. The City Council has found that this Agreement is consistent with the City's General Plan and the Specific Plan and it has been reviewed and evaluated in accordance with Section 17.14.010 of the City of Vallejo Municipal Code.

Q. City has determined that by entering into this Agreement, City will promote orderly growth and quality development on Mare Island in accordance with the goals and policies set forth in the Reuse Plan, the General Plan and the Specific Plan, and City will benefit from increased employment and commercial opportunities created by the Project for residents of City.

R. As a material inducement for City to enter into this Agreement, Touro has agreed to construct or cause the construction of certain on and off-site Infrastructure Improvements described in this Agreement within the time set forth herein.

S. The Parties intend that the Project will be revenue neutral to the City, and shall fully cover the cost of providing municipal services to the Project.

T. The terms and conditions of this Agreement have undergone review by City staff, its Planning Commission and its City Council at publicly noticed meetings and have been found to be fair, just and reasonable and in conformance with the Vallejo General Plan and Specific Plan and, further, the City Council finds that the economic interests of City's citizens and the public health, safety and welfare will be best served by entering into this Agreement.

U. On \_\_\_\_\_, 2008, the Planning Commission of the City of Vallejo recommended approval of this Agreement. On \_\_\_\_\_, 2008, the City Council of the City of Vallejo adopted Ordinance No. \_\_\_\_\_ approving this Agreement. The Ordinance took effect on \_\_\_\_\_, 2008.

## AGREEMENT

NOW, THEREFORE, in consideration of the promises, covenants and provisions set forth herein, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

### ARTICLE 1. DEFINITIONS

#### Section 1.01. Definitions.

*"Acquisition Agreement"* is defined in Recital K.

*"Additional Properties"* is defined in Section 4.15.B.

*"Affiliate of Touro"* is defined in Section 10.01.B.

*"Agreement"* means this Development Agreement.

*"Applicable Law"* is defined in Section 4.02.

*"Applicable Infrastructure"* is defined in Section 5.05.A.

*"Architect Fees"* is defined in Section 5.01.

*"Assignee"* is defined in Section 10.01.

*"BCDC"* means San Francisco Bay Conservation and Development Commission.

*"Benefit Assessment District"* is defined in Section 5.05.

*"CEQA"* is defined in Recital D.

*"CERCLA"* is defined in Recital E.

*"CFD"* is defined in Section 5.03.

*"Changes in the Law"* is defined in Section 4.12.

*"City"* means the City of Vallejo, a California municipal corporation.

*"City Impact Fees"* is defined in Section 5.01.

*"City Subsequent Project Approvals"* is defined in Recital M.

*"City Law"* is defined in Section 4.02.

*"City Parties"* is defined in Section 12.01.

*"Claims"* means liabilities, obligations, orders, claims, damages, fines, penalties and expenses, including attorneys' fees and costs.

*"Closing Date"* is defined in the Acquisition Agreement.

*"Consultant Fees"* is defined in Section 5.01.

*"Default"* is defined in Section 11.02.

*"Demolition Activities"* is defined in the Right of Entry and Demolition Agreement.

*"Development Agreement Statute"* is defined in Recital N.

*"Development Services Director"* is defined in Section 6.09.

*"DTSC"* means the California Environmental Protection Agency, Department of Toxic Substances Control.

*"Environmental Laws"* means all federal, state and local laws, ordinances, rules and regulations now or hereafter in force, as amended from time to time, in any way relating to or regulating human health or safety, or industrial hygiene or environmental conditions, or protection of the environment, or pollution or contamination of the air, soil, surface water or groundwater, and includes the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §9601 *et seq.*, the Solid Waste Disposal Act, 42 U.S.C. §6901 *et seq.*, the Hazardous Substance Account Act, California Health and Safety Code, §25300 *et seq.*, the Hazardous Waste Control Law, California Health and Safety Code, §25100 *et seq.*, and the Porter-Cologne Water Quality Control Act, California Water Code, §13000 *et seq.*

*"Effective Date"* is defined in Section 3.01.

*"EIS/EIR"* is defined in Recital D.

*"ERN"* shall have the meaning set forth in Recital J.

*"Existing Project Approvals"* is defined in Recital L.

*"Existing Properties"* is defined in Section 4.15.B.

*"Extended Term"* is defined in Section 3.02.

*"Federal/State Compliance Fees"* is defined in Section 5.01.

*"FOST"* is defined in Recital E.

*"Infrastructure Improvements"* is defined in Section 5.04.

*"Initial Term"* is defined in Section 3.02.

*"Insubstantial Amendment"* is defined in Section 8.02.

*"LEED"* is defined in Section 6.05.

*"LMI"* is defined in Section 5.05.

*"Maintenance Fee"* is defined in 5.06.B.

*"Mare Island"* is defined in Recital A.

*"Mello-Roos Act"* is defined in Section 5.03.B.

*"Mitigated Negative Declaration"* is defined in Recital L.

*"MMRP"* is defined in Recital L.

*"Mortgage"* is defined in Section 7.01.

*"Mortgagee"* is defined in Section 7.01.

*"Navy"* means the United States of America, acting by and through the Department of Navy.

*"NEPA"* is defined in Recital D.

*"North Island Backbone Infrastructure Improvements"* means those backbone infrastructure improvements that will benefit the Project and other developments and properties on Mare Island, including improvements to Highway 37, Azuar Drive and Railroad Avenue, as more particularly described in Exhibit E.

*"Ordinary Frontage Improvements"* means the curbs, gutters, sidewalks, storm drainage and other frontage public improvements, as more particularly described in Exhibit E.

*"OSHDPD"* is defined in Section 9.03.

*"Other Agency Subsequent Project Approvals"* is defined in Recital M.

*"Other Local Agency Compliance Fees"* is defined in Section 5.01.

"Party/Parties" is defined in the introductory paragraph preceding the Recitals of this Agreement.

"Prevailing Wage Laws" is defined in Section 6.04.

"Processing Fees" is defined in Section 5.01.

"Project" is defined in Recital J.

"Project Approvals" is defined in Section 4.01.

"Property" is defined in Recital J.

"Public Improvements Construction Agreement" means the Public Improvements Construction Agreement in the form attached to the Acquisition Agreement as Exhibit J.

"Reimbursement Agreement" is defined in Section 5.05.

"Reuse Plan" is defined in Recital B.

"Right of Entry" is defined in Recital L.

"Right of Entry and Demolition Agreement" is defined in Recital L.

"Scope of Work" means the Scope of Work for the Project attached as Exhibit C to the Acquisition Agreement.

"SEIR" is defined in Recital H.

"Site Plan" means the Site Plan for the Project attached hereto as Exhibit C.

"Specific Plan" is defined in Recital G.

"Specific Plan Amendment No. 1" is defined in Recital G.

"Subsequent Discretionary Approvals" is defined in Section 9.01.

"Subsequent Ministerial Approvals" is defined in Section 9.01

"Subsequent Project Approvals" is defined in Recital M.

"Term" is defined in Section 3.02.

"Touro" means Touro Mare Island, LLC, a California limited liability company, and includes permitted approved transferees who qualify as such under this Agreement.

"Transfer Agreement" is defined in the Acquisition Agreement.

"Unit Plan" is defined in Recital L.

"VSFCD" is defined in Recital M.

"Water Fees" is defined in Section 5.01.

## ARTICLE 2. GENERAL PROVISIONS

Section 2.01. Ownership of Property. The Parties hereby acknowledge that, as of the Effective Date, Touro has an equitable interest in the Property by virtue of its contractual right to acquire fee title to the Property from the City pursuant to the terms of the Acquisition Agreement.

Section 2.02. Condition of Property. Subject to the terms of the Acquisition Agreement and satisfaction of the conditions precedent to conveyance set forth in the Acquisition Agreement, the Property which is the subject of this Agreement will be acquired by Touro in its "AS-IS, WHERE-IS, WITH ALL FAULTS" condition.

## ARTICLE 3. EFFECTIVE DATE AND TERM

Section 3.01. Effective Date. This Agreement shall become effective following execution of the Parties and upon the date that the ordinance approving this Agreement becomes effective ("**Effective Date**"). Notwithstanding the foregoing, the effectiveness of this Agreement shall be conditioned upon the Acquisition Agreement being fully executed by the Parties and taking effect. If the Parties have failed to execute the Acquisition Agreement or if the Acquisition Agreement has not become effective by August 31, 2008, this Agreement shall automatically terminate.

Section 3.02. Term. The term of this Agreement shall be the Initial Term together with the Extended Term, if any ("**Term**").

A. Initial Term. The initial term of this Agreement shall commence upon the Effective Date and expire on the date which is five (5) years after the Closing Date as defined in the Acquisition Agreement ("**Initial Term**"). The Initial Term has been established by the Parties as a reasonable estimate of the time required to develop the Project, including the Infrastructure Improvements, and obtain the public benefits of the Project.

B. Extended Term. City and Touro agree that it may be mutually desirable for the Initial Term to be extended as provided below. Accordingly, Touro may request in writing that City extend the Initial Term of this Agreement for up to one additional two (2) year period ("**Extended Term**"). Such written request shall be delivered, if at all, to City not earlier than two hundred seventy (270) days nor later than one hundred twenty (120) days prior to the expiration date of the Initial Term. Except as expressly provided in this Subsection B., there shall be no further extensions of the Initial Term.

C. City Review of Request for Extended Term. Following receipt of a timely Initial Term extension request, City shall undertake a review of Touro's good faith compliance with the terms of this Agreement in the same manner as set forth in Section 6.09 for a periodic review of this Agreement, unless the annual review for the prior year has been concluded within 90 days of the request in which case City may elect to use the findings of such recent annual review. Touro and City shall comply with the provisions of Section 6.09 with respect to such review so that it can be completed prior to the expiration of the Initial Term. The City Council may approve, deny or conditionally approve Touro's request for extension of the Initial Term in its reasonable discretion, subject to the following: The Parties agree that City may deny Touro's request for the Extended Term if, following such review, the City Council determines, in the exercise of its reasonable legislative discretion, based on substantial evidence in the record, any of the following: (i) Touro is in Default under this Agreement or any event has occurred which with the passage of time or giving of notice or both would constitute a Default by Touro hereunder; (ii) any of the representations and warranties of Touro set forth in Section 3.03 are no longer materially true and correct; (iii) Touro has not satisfied all material requirements and conditions of the Project Approvals; (iv) any delinquent unpaid property taxes or assessments, are payable with respect to the Property that are owed by Touro; (v) subject to enforced delay under Section 11.06 below, Touro has failed to complete demolition of all structures (as described and listed in Exhibit F) located on the Property and the land underlying the Infrastructure Improvements; (vi) subject to enforced delay under Section 11.06 below, Touro has failed to complete construction and installation of all Infrastructure Improvements (as described and listed in Exhibit E); or (vii) Touro has failed to provide timely payment of property taxes, CFD assessments, fees, exactions or other monetary requirements pursuant to this Agreement. If the Initial Term of this Agreement is extended in accordance with the provisions of this Section 3.02, City shall record an instrument giving notice of the Extended Term and the expiration date thereof in the Official Records of Solano County.

D. Termination Following Expiration. Following the expiration of the Term, or the earlier completion of development of the Project and all of City's and Touro's obligations in connection therewith, this Agreement shall be deemed terminated and of no further force and effect, subject, however, to the provisions set forth in Section 11.08.

Section 3.03. Touro Representations and Warranties. Touro represents and warrants to City that, as of the Effective Date:

A. Touro is duly organized and validly existing under the laws of the State of California, and is in good standing and has all necessary powers under the laws of the State of California to own property and in all other respects enter into and perform the undertakings and obligations of Touro under this Agreement.

B. No approvals or consents of any persons are necessary for the execution, delivery or performance of this Agreement by Touro, except as have been obtained;

C. The execution and delivery of this Agreement and the performance of the obligations of Touro hereunder have been duly authorized by all necessary corporate action, including the submission and approval of this Agreement by Touro's Managing Member and its Board of Trustees; and

D. This Agreement is a valid obligation of Touro and is enforceable in accordance with its terms.

E. Touro has not (i) made a general assignment for the benefit of creditors, (ii) filed any voluntary petition in bankruptcy or suffered the filing of any involuntary petition by Touro's creditors, (iii) suffered the appointment of a receiver to take possession of all, or substantially all, of Touro's assets, (iv) suffered the attachment or other judicial seizure of all, or substantially all, of Touro's assets, (v) admitted in writing its inability to pay its debts as they come due, or (vi) made an offer of settlement, extension or composition to its creditors generally.

During the Term of this Agreement, Touro shall, upon learning of any fact or condition which would cause any of the warranties and representations in this Section 3.03 not to be true, immediately give written notice of such fact or condition to City.

#### **ARTICLE 4. DEVELOPMENT OF PROPERTY**

Section 4.01. Vested Rights. The Property is hereby made subject to the provisions of this Agreement. Touro shall have the right and obligation to develop the Property with the Project and use the Property and the Project for the uses specified herein and in the Acquisition Agreement and for no other uses or purposes except as otherwise expressly provided in this Agreement and the Acquisition Agreement. The development of the Property, or any portion thereof, shall be undertaken only in compliance with the Existing Project Approvals, Subsequent Project Approvals, Applicable Law and the provisions of this Agreement including the Site Plan and Scope of Work. Touro shall have a vested right to develop the Project on the Property in accordance with the Existing Project Approvals, the Subsequent Project Approvals, Applicable Law and this Agreement. The Project shall be subject to all Subsequent Project Approvals (which, upon final approval, shall be deemed part of the Existing Project Approvals hereunder). The Existing Project Approvals and the Subsequent Project Approvals are sometimes hereinafter referred to as the "**Project Approvals**". Additionally, the City hereby approves the proposed uses of the Property, the density and intensity of use, and the maximum height and size of proposed buildings as set forth in the Unit Plan, Scope of Work and Site Plan.

Section 4.02. Applicable Law. In recognition of the extraordinary investment and commitment in planning and engineering the development of the Property, the Parties agree that except as otherwise expressly set forth herein, the rules, regulations, official policies, standards and specifications applicable to the development of the Property shall be those in force and in effect on the Effective Date and as may be set forth in the Existing Project Approvals and this Agreement, and, with respect to matters not



addressed by these documents, those laws, rules, regulations, official policies, standards and specifications (including any ordinance, resolution, rule, regulation, standard, official policy, condition, or other measure established by the City (each, individually, a "**City Law**")), governing permitted uses, building locations, timing of construction, densities, design, infrastructure, affordable housing, parks and recreation and heights in force and effect on the Effective Date (collectively, the "**Applicable Law**"). Prior to the Effective Date of this Agreement, the Parties shall prepare two (2) sets of the Project Approvals and Applicable Laws applicable to the Project as of the Effective Date, one (1) set for City and one (1) set for Touro, to which shall be added from time to time, Subsequent Project Approvals, so that if it becomes necessary in the future to refer to any of the Project Approvals or Applicable Law, there will be a common set available to the Parties. Failure to include in the sets of Project Approvals and Applicable Law any rule, regulation, policy, standard or specification that is within the Applicable Law and Project Approvals as described in this provision shall not affect the applicability of such rule, regulation, policy, standard or specification. Except as otherwise set forth herein, no amendment or repeal of the Applicable Law shall apply to the Project, and Touro is hereby vested with the right to develop the Property in accordance with this Agreement and the Applicable Law.

Section 4.03. Right of Entry. Prior to close of escrow for conveyance of the Property pursuant to the Acquisition Agreement, Touro shall have the right to access the Property and certain other property in Reuse Area 1A required for demolition and, if Touro so elects, construction of the Infrastructure Improvements. Touro's right to enter those portions of Reuse Area 1A and conduct investigations and demolition shall be pursuant to the Right of Entry and Demolition Agreement. Touro shall be required to enter into the Public Improvements Construction Agreement and deliver the Security Instrument (as defined therein) to City prior to commencing any pre-conveyance construction of the Infrastructure Improvements.

Section 4.04. Reservations of Authority.

A. The parties acknowledge and agree that City is restricted in its authority to limit its police power by contract and that the limitations, reservations and exceptions contained in this Agreement are intended to reserve to City all of its police power which cannot be so limited. This Agreement shall be construed to reserve to City all such power and authority which cannot be restricted by contract.

B. Notwithstanding any other provision of this Agreement to the contrary, the following regulations and provisions shall apply to the development of the Property:

(1) Processing fees and charges of every kind and nature usually and uniformly imposed by City on substantially similar development projects and properties to cover the actual costs to City of processing applications for Project Approvals or for monitoring compliance with any Project Approvals granted or issued, as such fees and charges are adjusted from time to time.

(2) Procedural regulations relating to hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals and any other matter of procedure, provided such procedures are usually and uniformly applied on a city-wide basis to all substantially similar types of development projects and properties.

(3) Regulations governing construction standards and specifications including City's building code, plumbing code, mechanical code, electrical code, fire code and grading code, and all other uniform construction codes then adopted by and applicable in City at the time of permit application.

(4) New City Laws which may be in conflict with this Agreement or the Project Approvals, but only if such New City Laws are necessary to protect the public health and safety and are uniformly applied on a City-wide basis to all substantially similar types of development projects and properties.

(5) New City Laws applicable to the Property, which do not conflict with this Agreement or the Project Approvals, provided such New City Laws are uniformly and usually applied on a City-wide basis to all substantially similar types of development projects and properties.

(6) City Impact Fees or other monetary and non-monetary exactions, connection fees and other fees and exactions of every kind and nature imposed by the City and adopted and in effect as of the Effective Date of this Agreement, together with any increases or modifications to those existing City Impact Fees and exactions, provided such increases or modifications are uniformly and usually applied on a City-wide basis to all substantially similar types of development projects and properties.

Section 4.05. Regulation by Other Public Agencies. City and Touro acknowledge and agree that other public agencies not within the control of City possess authority to regulate aspects of the development of the Property separately from or jointly with City, and this Agreement does not limit the authority of such other public agencies. Touro shall, at the time required by Touro in accordance with Touro's construction schedule, apply for all such other permits and approvals as may be required by other governmental or quasi-governmental entities, including VSFCD, Solano County, the Vallejo Unified School District and the Greater Vallejo Recreation District, in connection with the development of, or the provision of services to, the Project. Touro shall also pay all required fees when due to such public agencies. Touro acknowledges that City does not control the amount of any such fees. City shall cooperate with Touro in Touro's effort to obtain such permits and approvals; provided, however, City shall have no obligation to incur any costs, without compensation or reimbursement, or to amend any City policy, regulation or ordinance in connection therewith.

Section 4.06. Compliance with Acquisition Agreement. Touro shall faithfully comply with all terms and conditions of the Acquisition Agreement in connection with development of the Project on the Property.

Section 4.07. Life of Project Approvals. The term of any and all Project Approvals shall automatically be extended for the longer of the Term of this Agreement or the term otherwise applicable to such Project Approvals.

Section 4.08. Vesting Tentative Maps. If any tentative map heretofore or hereafter approved in connection with development of the Property is a vesting map under the Subdivision Map Act, Government Code §§ 66410 *et seq.*, and if this Agreement is determined by a final judgment to be invalid or unenforceable insofar as it grants a vested right to Touro for development of the Project, then and to that extent all rights and protections afforded Touro under the laws and ordinances applicable to vesting maps shall survive.

Section 4.09. Touro's Right to Rebuild. City agrees that Touro may renovate or rebuild portions of the Project at any time within the Term of this Agreement should it become necessary due to natural disaster, damage, casualty or changes in seismic requirements. Such renovations or reconstruction shall be processed as a Subsequent Project Approval. Any such renovation or rebuilding shall be subject to all design, density and other limitations and requirements imposed by this Agreement, and shall comply with the Project Approvals, the building codes existing at the time of such rebuilding or reconstruction, and the requirements of CEQA and NEPA.

Section 4.10. Initiatives and Referenda. If any City Law is enacted or imposed by a citizen-sponsored initiative or referendum, which City Law would conflict with the Project Approvals, Applicable Law or this Agreement or reduce the development rights or assurances provided by this Agreement, such City Law shall not apply to the Property or Project; provided, however, the Parties acknowledge that City's approval of this Agreement is a legislative action subject to referendum. Without limiting the generality of any of the foregoing, no moratorium or other limitation (whether relating to the rate, timing, phasing or sequencing of development) affecting subdivision maps, building permits or other entitlements to use that are approved or to be approved, issued or granted by City shall apply to the Property or Project. Touro agrees and understands that City does not have authority or jurisdiction over any other public agency's ability to grant governmental approvals or permits or to impose a moratorium or other limitations that may affect the Project. City shall cooperate with Touro and, at Touro's expense, shall undertake such actions as may be necessary to ensure this Agreement remains in full force and effect. City, except to submit to vote of the electorate initiatives and referendums required by law to be placed on a ballot, shall not support, adopt or enact any City Law, or take any other action which would violate the express provisions or spirit and intent of this Agreement or the Project Approvals.

Section 4.11. Environmental Mitigation. The Parties understand that the EIR and SEIR are intended to be used not only in connection with the Existing Project Approvals, but also in connection with the Subsequent Project Approvals needed for the Project. Consistent with the CEQA streamlining policies applicable to specific plans, City and Touro acknowledge City's obligation, in connection with Subsequent Project Approvals, not to require a supplemental or subsequent EIR, mitigated negative

declaration, or negative declaration, unless required by Public Resources Code section 21166, and CEQA section 15161 or 15162. Further, City shall rely on the exemption referenced in CEQA sections 15182 to the fullest extent permitted by law. To the extent supplemental or additional environmental review is required in connection with Subsequent Project Approvals, Touro acknowledges that City may require additional mitigation measures that were not foreseen at the time this Agreement was executed.

Section 4.12. State and Federal Law. As provided in section 65869.5 of the Development Agreement Statute, this Agreement shall not preclude the applicability to the Project of changes in laws, regulations, plans or policies, to the extent that such changes are specifically mandated and required by changes in State or Federal laws or by changes in laws, regulations, plans or policies of special districts or other governmental entities, other than the City, created or operating pursuant to the laws of the State of California ("*Changes in the Law*"). In the event Changes in the Law prevent or preclude compliance with one or more provisions of this Agreement, the Parties shall meet and confer in good faith in order to determine whether such provisions of this Agreement shall be modified or suspended, or performance thereof delayed, as may be necessary to comply with Changes in the Law, and City and Touro shall agree to such action as may be reasonably required. Nothing in this Agreement shall preclude Touro from contesting by any available means (including administrative or judicial proceedings) the applicability to the Project of any such Changes in the Law.

Section 4.13. American with Disabilities Act (ADA) Compliance. Touro shall comply with the requirements of the ADA and all other requirements of applicable Federal and State laws with respect to the development of the Project.

Section 4.14. Timing of Development. The parties acknowledge that Touro cannot at this time predict when or the rate at which the Property will be developed. Such decisions depend upon numerous factors which are not within the control of Touro, such as market orientation and demand, interest rates, absorption, completion and other similar factors. In particular, and not in any limitation of any of the foregoing, since the California Supreme Court held in *Pardee Construction Co. v. City of Camarillo*, 37 Cal.3d 465 (1984), that the failure of the parties therein to consider and expressly provide for the timing of development resulted in a later-adopted initiative restricting the timing of development prevailing over such parties' agreement, it is the parties' desire to avoid that result by acknowledging that Touro shall have the vested right to develop the Project in such order and at such rate and at such times as Touro deems appropriate in the exercise of its business judgment, subject to the terms, requirements and conditions of the Project Approvals and this Agreement.

Section 4.15. City Obligations.

A. City's Good Faith in Processing. In consideration of Touro entering into this Agreement, and provided that Touro exercises due diligence and good faith and files full, accurate and complete applications with timely payment of all fees therefor, City agrees that it will accept, process and review, in good faith and in a timely

manner, all applications related to the Project filed by Touro or those with rights to acquire any portion of the Property consistent with the Project Approvals, in accordance with the terms of this Agreement and the Applicable Law. City agrees that the scope of its review of requests for Subsequent Project Approvals shall be exercised consistent with the terms of this Agreement and the Applicable Law.

B. Potential Reimbursements to Touro. Existing properties on Mare Island, previously released by the City or Federal Government for private development ("**Existing Properties**"), may be determined by City to benefit from Touro's dedication or construction of all or a portion of the Infrastructure Improvements. Further, in the event that additional portions of Mare Island ("**Additional Properties**") are sold or released by the Federal Government for private development after the Effective Date, Touro's dedications or construction of all or a portion of the Infrastructure Improvements may be determined by City to also directly benefit such Additional Properties, in whole or in part. In such instances, City, at Touro's expense, shall use reasonable efforts, consistent with applicable law and procedures, to identify such benefited Existing and Additional Properties and to cause the owners/developers of such benefited Existing and Additional Properties to reimburse to Touro, through City, their fair share of the costs incurred by Touro, based on a benefit formula approved by the City Council. Such benefit formula shall be based on ascertainable criteria, taking into account to the extent ascertainable, the proportionate benefit conferred on the Existing and Additional Properties. The reimbursement may potentially be accomplished through inclusion in a Benefit Assessment District or CFD described in Section 5.05 below. Consistent with applicable law and procedures, City, at Touro's expense, shall use reasonable efforts to collect, and establish a mechanism for future collection (irrespective of the term of this Agreement), any amounts reimbursable to Touro hereunder upon application to City by owners or developers of the Existing and Additional Properties for land use and development entitlements. Touro agrees and acknowledges that City's obligation is limited to reasonable efforts and is subject to applicable laws and procedures as herein provided, that Touro may not be reimbursed, in whole or in part, for the costs of such dedications, infrastructure or public facilities, and that City shall have no obligation to pay or reimburse Touro for any portion of Touro's costs therefor.

C. Relocation and Realignment of Public Roads. City shall cooperate with Touro, at no cost to City, to take steps reasonably necessary to relocate or realign existing Mare Island public roads so as to conform to locations approved by City in the course of issuing the Project Approvals.

D. Acquisition of Land Owned by Third Parties. In any instance where Touro is required to construct any Infrastructure Improvements or other off-site public improvements or facilities on land not owned by Touro, Touro, at its sole cost and expense, shall fund the process to acquire the real property interests necessary for the construction of such Infrastructure Improvements or other public improvements or facilities. If requested by Touro, where the affected property owner has rejected an offer by Touro based upon market value as determined by an appraisal prepared by a City approved appraiser in cooperation with City, and upon Touro's provision of adequate

funding, City shall promptly and timely negotiate and seek the purchase of the necessary real property interests to allow Touro to construct the Infrastructure Improvements or other public improvements or facilities as required by the Project Approvals. Under these circumstances, in accordance with the procedures established by law, City shall consider use of its power of eminent domain to acquire such real property interests. Touro shall pay all costs associated with such acquisition or condemnation proceedings. Nothing herein is intended to or shall prejudice or commit City regarding any findings and determinations required to be made in connection with adoption of a resolution of necessity. Nothing herein shall be deemed to create any entitlement by any third party to any compensation for any such property rights.

E. City Commitment to Grant or Cooperate to Cause Others to Grant Easements to Touro. City agrees to assist Touro and use good faith, diligent efforts to ensure, at no cost to City, that Touro is granted all easements and rights of way required to develop the Project at all times during the term of this Agreement, including but not limited to ingress/egress, utilities, demolition/construction, flood control, support, slope, and rights of way, whether from City, the United States, LMI, or other third parties.

F. Lease in Furtherance of Conveyance. To the extent any of the Infrastructure Improvements to be constructed as part of this Agreement are located or are to be located on property owned by the United States, then City shall, at no cost to City, assist Touro in securing the right and approval of the United States, pursuant to the terms of a Lease in Furtherance of Conveyance (LIFO) or other appropriate document and applicable law, to construct those portions of the Infrastructure Improvements that are to be located on property owned by the United States.

G. Environmental Remediation of U.S. Government Property. To the extent that any remediation of Hazardous Substances or Materials (as defined in the Acquisition Agreement) is required upon property owned by the United States to enable the construction of the Infrastructure Improvements or any part thereof required by this Agreement, City shall cooperate with Touro at Touro's expense to cause such remediation to be paid for by the United States and performed on a timely basis so that the construction of the Project, including the Infrastructure Improvements, is not delayed.

H. Acceptance of Public Roads. City shall accept ownership of the public roads identified in the Project Approvals once completed by Touro in accordance with the Public Improvements Construction Agreement.

I. Maintenance of Public Roads and Public Water and Sewer Systems. City shall be responsible for maintaining and operating, either directly or by contract, the Mare Island public roads and the Mare Island Public Water and Sewer Systems in accordance with Applicable Law in the manner required to serve the Project.

Section 4.16. Undergrounding of Utilities. All existing above-ground utilities on the Property shall be placed underground, and all new utilities on the Property will be placed underground, at Touro's sole cost and expense and in accordance with City

development standards and the requirements of the applicable utility companies and to the extent feasible. Notwithstanding the foregoing, Touro, with the approval of the City Manager, in his or her reasonable discretion, may install temporary above-ground utility installations to the extent necessary to avoid any existing Hazardous Materials located on or under the Property or on or under any other property upon which the Infrastructure Improvements are to be located. Such temporary above ground utility installations shall be replaced by Touro, at its expense, with new underground utilities promptly following completion of the Hazardous Materials remediation.

## **ARTICLE 5. FEES AND INFRASTRUCTURE IMPROVEMENTS**

### **Section 5.01. Taxes, Assessments, Fees and Exactions.**

A. Touro agrees to pay when due any existing, increased or modified fees, taxes, assessments, impact fees, and other monetary and non-monetary exactions, including Federal/State Compliance Fees, Other Local Agency Compliance Fees, Processing Fees, City Impact Fees, Consultant Fees, Architect Fees and other City fees as provided in this Section 5.01. With the exception of the foregoing fees and except as otherwise provided by this Agreement, City may not impose any new impact fees or other monetary or non-monetary exactions on the Project or the Property. For convenience of reference, the fees, taxes, assessments, impact fees in effect as of the Effective Date are identified on the attached Exhibit G. The parties acknowledge and agree that failure to include any applicable fee, tax, assessment, or impact fee within Exhibit G shall not affect the applicability of such fee, tax, assessment, or impact fee and the parties agree to supplement Exhibit G as necessary from time to time in an effort to maintain a comprehensive and complete list of such fees, taxes, assessments, and impact fees in effect as of the Effective Date.

B. City may charge and Touro agrees to pay any new, increased or modified taxes, assessments, impact fees or other monetary and non-monetary exactions, whether imposed as a condition of or in connection with any Subsequent Project Approvals or otherwise, which are uniformly imposed and reasonably necessary to comply with the requirements of any Federal or State statute or regulation which is enacted or adopted after the Effective Date of this Agreement ("**Federal/State Compliance Fees**").

C. City may charge and Touro agrees to pay any new, increased or modified taxes, assessments, impact fees or other monetary and non-monetary exactions, whether imposed as a condition of or in connection with any Subsequent Project Approvals or otherwise, which are uniformly imposed and reasonably necessary to comply with the requirements of other local governmental agencies ("**Other Local Agency Compliance Fees**").

D. City may charge and Touro agrees to pay all water connection fees ("**Water Fees**"), which are in force and effect on a City-wide basis at the time those Water Fees are payable at the rates then in effect.

E. City may charge and Touro agrees to pay all processing fees, including application and inspection and monitoring fees ("**Processing Fees**"), for land use approvals, grading and building permits, general plan maintenance fees, and other permits and entitlements, which are in force and effect on a City-wide basis at the time those permits, approvals or entitlements are applied for on any or all portions of the Project, and which are intended to cover the actual costs of processing the foregoing.

F. City may charge and Touro agrees to pay all City impact fees ("**City Impact Fees**") which are in force and effect as of the Effective Date and any subsequent increases in the same, provided such increases are usually and uniformly applied on a City-wide basis to similar development projects and properties, including, without limitation, City-assessed park fees allocated to Greater Vallejo Recreation District, transportation impact mitigation fees, property development excise taxes, general plan update fees or other governmental fees such as VSFCDC sewer fees. City represents and warrants that, as of the date of this Agreement City is not presently planning, considering or contemplating any increase in City Impact Fees, except as otherwise authorized by the City's fee schedule, resolutions or ordinances adopted as of the date of this Agreement.

G. If requested by Touro, City shall contract with one or more outside inspectors, engineers or consultants to perform all or any portion of the monitoring, inspection, testing and evaluation services to be performed in connection with processing applications, construction and development of the Project. To the extent one or more outside inspectors, engineers or consultants is engaged to perform or provide such services, Touro, prior to the date of commencement of such services, shall be required to enter into a reimbursement agreement in a form reasonably acceptable to the City Attorney, which provides, among other things, for Touro to pay to City, in advance, a cash deposit equal to the entire amount of the anticipated costs and fees of such inspectors, engineers or consultants ("**Consultant Fees**"), plus a City administration charge of ten percent (10%). The Consultant Fees, together with the associated administrative charge, shall be in addition to, and not in lieu of, the Processing Fees; provided, however, City agrees not to double charge Touro (through the imposition of both a Processing Fee and a Consultant Fee) for any individual monitoring, inspection, testing or evaluation service.

H. If requested by Touro, City shall engage one or more outside architectural or planning firms to review and evaluate Touro's architectural plans and drawings for the Project, to ensure that the Project complies with the architectural guidelines for Mare Island, and to advise City and the Planning Commission in connection with design review. City shall cooperate with Touro in establishing a scope of work and budget(s) for said architectural firm(s). City agrees that the scope of work to be undertaken by the firm(s) shall be reasonable in light of the size, type and complexity of the Project. To the extent one or more outside architectural or planning firms is engaged to perform or provide such services, Touro, prior to the date of commencement of such services, shall be required to enter into a reimbursement agreement in a form reasonably acceptable to the City Attorney, which provides, among other things, for



Touro to pay to City, in advance, a cash deposit equal to the entire amount of the anticipated costs and fees of such architectural or planning firms ("**Architect Fees**"), plus a City administration charge of ten percent (10%). In addition, Touro shall pay to City the actual cost of all City staff time incurred in connection with the review of Touro's architectural plans and drawings.

I. City shall not impose as either a Processing Fee or Consultant Fee any individual cost or charge which has already been paid by Touro pursuant to the ERN or by other reimbursement agreement.

Section 5.02. Revenue Neutral Project.

A. The Parties intend that the cost of providing City services to the Project, including police, fire, parks and streetscape, landscape and lighting maintenance, repair and replacement, will be fully recouped and/or funded from taxes, fees and CFD assessments. Touro acknowledges and agrees that City would not enter into this Agreement without the assurances from Touro that financing mechanisms will be established to ensure the full recovery and funding of costs incurred in providing City services for the Project.

Section 5.03. Community Facilities Districts for City Services.

A. The Property is currently subject to a community facilities district assessment, CFD 2002-1, created for the purpose of funding certain City services that benefit Mare Island. For informational purposes, the maximum annual assessment attributable to the Property for 2007 was \$413,865, and the actual assessment based on its unused status for 2007 was approximately \$92,428. From and after the Effective Date, Touro shall assume and pay directly, or reimburse City within thirty (30) days after City's written demand therefor, all CFD 2002-1 assessments attributable to the Property. If the Effective Date occurs on a date other than the first day of the property tax year, the CFD 2002-1 assessment for the first year shall be prorated between the Parties based upon a three hundred sixty-five-(365) day year. In the event (i) this Agreement and the Acquisition Agreement are terminated prior to conveyance of the Property to Touro, or (ii) City exercises City's right to repurchase as described in Section 405 of the Acquisition Agreement, then Touro's obligations to pay such CFD 2002-1 assessments attributable to the Property shall cease as of the effective date of such termination or repurchase, as the case may be. City shall have no obligation to refund or reimburse Touro for any such CFD 2002-1 assessments paid by Touro prior to the date of such termination.

B. Touro agrees that to fund provision of City services, City, at its sole option, may establish additional community facility district(s) ("**CFD(s)**") affecting the Property pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (Government Code Section 53311 *et seq.*) ("**Mello-Roos Act**"). Touro shall cooperate and support its fair share assessment of any and all additional CFDs which provide funding for City services that benefit the Property solely, or the Property and other

properties on or off Mare Island. In the event City seeks to establish any future CFD(s) which would result in a total CFD special tax on the Property that is equal to or less than one hundred five percent (105%) of the then-existing CFD 2002-1 special tax on the Property, Touro (i) will execute all necessary petitions and ballots and waive all election waiting and protest periods at City's request; (ii) support City's adoption of local policies related to use of CFD financing; (iii) cooperate in the development of rate and method of apportionment or assessment formula; and (iv) consent to the formation of the CFD(s). In the event City desires to establish additional CFD(s) for services that would result in the imposition of a total CFD special tax on the Property in excess of the amount described in the preceding sentence, Touro's decision to (i) execute all necessary petitions and ballots and waive all election waiting and protesting periods at City's request; (ii) support City's adoption of local policies related to use of CFD financing; (iii) cooperate in the development of rate and method of apportionment or assessment formula; and (iv) consent to the formation of the CFD(s) will be in Touro's discretion. Touro shall not seek exemption from any CFD(s) contemplated hereunder. City costs expected to be incurred in forming and administering the additional CFD(s), if any, will be included as a CFD cost, and Touro shall be responsible for paying its pro rata share of any such formation and administration costs.

Section 5.04. Infrastructure Improvements. As a material inducement for City to enter into this Agreement, Touro has agreed to construct or cause the construction of those on and off-site public improvements, including the North Island Backbone Infrastructure Improvements and Ordinary Frontage Improvements (collectively, "***Infrastructure Improvements***"), described in Exhibit E within the times set forth in Exhibit D. Notwithstanding the schedule set forth in Exhibit D, Touro shall not be obligated to construct any of the Infrastructure Improvements unless and until Touro has closed Escrow (as defined in the Acquisition Agreement) and Transfer of the Property. The North Island Backbone Infrastructure Improvements are being over-sized since these improvements will accommodate and serve the Project as well as other portions of Mare Island as contemplated and assessed in the Specific Plan. To the extent any fee credits or offsets are applicable or available under the City Municipal Code or other applicable City rules or policies due to such over-sizing of the North Island Backbone Infrastructure Improvements, Touro shall be entitled to receive such fee credit or off-set. Subject to potential reimbursement through a Reimbursement Agreement or Benefit Assessment District as provided in Section 5.05, all costs of designing, constructing and installing the Infrastructure Improvements shall be borne by Touro at its expense. To ensure satisfactory and timely installation of the Infrastructure Improvements, including security for completion and payment of labor and materials and warranty period claims, Touro and City shall enter into a Public Improvements Construction Agreement in the form attached as Exhibit J to the Acquisition Agreement prior to or concurrent with the Closing Date (as defined in the Acquisition Agreement). In the event this Agreement and Acquisition Agreement are terminated prior to conveyance of the Property to Touro, then, following such termination Touro shall only be obligated to complete the construction and/or installation of those components of the Infrastructure Improvements, if any, that Touro has commenced construction or installation of prior to such termination date. Notwithstanding the foregoing, Touro's commencement of the Demolition Activities or

grading and compaction associated with such Demolition Activities shall not be deemed commencing construction or installation of the Infrastructure Improvements.

Section 5.05. Reimbursement Agreement/Benefit Assessment District/CFD.

A. Touro and City shall use good faith, diligent efforts to negotiate and approve a Reimbursement Agreement among Touro, City and LMI ("**Reimbursement Agreement**"), setting forth the respective obligations of LMI and Touro with respect to payment of the costs of the North Island Backbone Infrastructure Improvements and certain other Mare Island infrastructure improvements to be constructed and installed by Touro and LMI, with any over-sizing credits, reimbursements or off-sets received by Touro or LMI pursuant to the City Municipal Code or other applicable City rules or policies, if any, taken into account. City obligations under any such Reimbursement Agreement shall be limited to facilitating reimbursement of an appropriate portion of the infrastructure costs by other benefited property owners at the time such other benefited properties are developed.

B. In the event a Reimbursement Agreement is not executed, City, at no cost to City, shall use good faith, diligent efforts to form and adopt a benefit assessment district ("**Benefit Assessment District**") for the purpose of allocating the costs of North Island Backbone Infrastructure Improvements and certain other South Mare Island infrastructure improvements (collectively, the "**Applicable Infrastructure**") to be constructed and installed by Touro and Lennar Mare Island, LLC, a California corporation or its successors or assigns ("**LMI**") among benefiting properties on Mare Island, and for collecting assessments against such properties. Touro agrees that City may establish the Benefit Assessment District for such purpose pursuant to Chapter 14.36 of the City's Municipal Code. Touro shall cooperate and support its fair share assessment which will provide funding for infrastructure that benefits the Property. In connection with the establishment and implementation of any such Benefit Assessment District, Touro, following review and approval thereof in Touro's reasonable discretion, (i) will execute all necessary petitions and ballots and waive all election waiting and protest periods at City's request; (ii) support City's adoption of local policies related to use of Benefit Assessment District financing; (iii) cooperate in the development of rate and method of apportionment or assessment formula; and (iv) consent to the formation of the Benefit Assessment District. Touro shall not seek exemption from any Benefit Assessment District contemplated hereunder. The costs expected to be incurred in forming and administering the Benefit Assessment District shall be included as a Benefit Assessment District cost. City shall use good faith, diligent efforts to work with LMI and obtain LMI's cooperation in forming the Benefit Assessment District and supporting LMI's fair share assessment to the same extent as Touro is required to do so under this Agreement. For purposes of this Agreement, the term "fair share assessment" means the extent to which the Property, as opposed to other property on or off of Mare Island, benefits from or utilizes the Applicable Infrastructure. City agrees to consider potential extensions of the maximum 15-year time period for Benefit Assessments Districts as set forth in section 14.36.190 of the City's Municipal Code. Notwithstanding the foregoing, the City Council reserves full discretion with respect to findings to be made in connection

with any Benefit Assessment District formation and approval or disapproval of any proposed extension to the maximum 15-year time period for Benefit Assessment Districts.

C. In addition to or in lieu of the Benefit Assessment District, Touro may request that City establish an infrastructure financing CFD pursuant to the Mello-Roos Act, at no cost or expense to City, to finance all or a portion of the costs of designing and constructing the Infrastructure Improvements or any other improvement which may lawfully be financed under the Mello-Roos Act and other applicable law. If so requested, City will initiate and consider a proposed CFD formation provided, however, it is expressly acknowledged, understood and agreed by the parties that (i) City reserves full and complete discretion with respect to legally required findings that must be made in connection with formation of any such proposed infrastructure financing CFD, (ii) nothing in this Agreement is intended to or shall limit City's ability to adopt legally required findings with respect to formation of a proposed CFD, and (iii) nothing in this Agreement is intended to or shall prejudice or commit to City regarding the findings and determinations to be made with respect thereto. In the event that City is unwilling or unable to make the legally required findings in connection with the formation of any proposed infrastructure financing CFD for any reason, City shall not be liable for any resulting costs to Touro and Touro shall nonetheless be responsible for constructing all such Infrastructure Improvements.

D. In the event no Benefit Assessment District or infrastructure financing CFD is formed and a Reimbursement Agreement is not executed, Touro shall use good faith, diligent efforts to reach agreement with LMI to allocate and reimburse each other for their proportionate share of Mare Island infrastructure costs, including the North Island Backbone Infrastructure Costs. City shall cooperate in good faith with Touro in an effort to facilitate such an agreement between LMI and Touro.

E. In the event no Benefit Assessment District or infrastructure financing CFD is formed and a Reimbursement Agreement is not executed, Touro shall nonetheless be responsible for all costs of designing, constructing and installing the Infrastructure Improvements required by this Agreement and the Public Improvements Construction Agreement.

Section 5.06. Reuse Area 1A Obligations. From and after the Effective Date, Touro shall pay to City, at City's address as set forth in Section 13.05 below and to the attention of City's Mare Island Conversion Program Manager, the total sum of Two Thousand Five Hundred Dollars (\$2,500) ("Maintenance Fee") per month in cash or other immediately available funds without notice, demand, offset or deduction, in advance, on the first day of each calendar month. The Maintenance Fee shall be held and used by City for costs incurred by City in connection with the maintenance of Reuse Area 1A (excluding the Property). Upon execution of this Agreement, Touro shall pay to City the total sum of the first Maintenance Fee payment due. If the Effective Date falls on a date other than the first calendar day of a month, then the Maintenance Fee shall be prorated for the partial month on the basis of a thirty (30) day month. Upon the earlier to occur of

(i) the termination of this Agreement and the Acquisition Agreement prior to conveyance of the Property to Touro, (ii) the termination of the ERN, or (iii) City's exercise of its right to repurchase as described in Section 405 of the Acquisition Agreement, Touro's obligation to pay the Maintenance Fee shall cease as of the effective date of such termination. City shall have no obligation to refund or reimburse Touro for any Maintenance Fee paid by Touro prior to the date of such termination. Notwithstanding Touro's obligation to pay the Maintenance Fee, Touro shall have no liability or responsibility for any losses, costs, damages, expenses, claims or liability of any kind whatsoever, including without limitation damage to any property or injury to or death of any person, arising out of or related in any way to the performance of maintenance of Reuse Area 1A by any third party, City or any of City's contractors, subcontractors, employees or agents, except to the extent caused by the active negligence or willful misconduct of Touro or its affiliates or its and their members, shareholders, principals, partners, officers, agents, representatives, assigns, successors-in-interest, employees, consultants, contractors or subcontractors.

## **ARTICLE 6. DEVELOPMENT STANDARDS AND REQUIREMENTS**

Section 6.01. Compliance with State and Federal Law. Touro, at its sole cost and expense, shall comply with requirements of, and obtain all permits and approvals required by, local, State and Federal agencies having jurisdiction over the Project.

Section 6.02. Construction of the Project. Touro shall commence and complete the Demolition Activities and construction and installation of the Infrastructure Improvements within the time set forth in the Project Infrastructure and Demolition Schedule attached hereto as Exhibit D and shall commence construction of the Project within the time set forth in the Acquisition Agreement Schedule of Performance. Notwithstanding the schedule set forth in Exhibit D, Touro shall not be obligated to construct any of the Infrastructure Improvements unless and until Touro has closed Escrow (as defined in the Acquisition Agreement) and Transfer of the Property. For purposes of this Section 6.02, the term "commence construction" means commencement of construction of the Project building foundation or the Infrastructure Improvements, as applicable. Touro shall construct the Project in accordance with the Project Scope of Work attached to the Acquisition Agreement as "Exhibit C." City and Touro shall have regular meetings during the term of this Agreement to discuss the progress of the development and construction of the Project. Such meetings shall be attended by representatives of the Parties with experience and expertise in the relevant disciplines to the stage of the development and construction process.

Section 6.03. Intentionally Omitted.

Section 6.04. Prevailing Wage Requirements.

A. Touro acknowledges and agrees that by virtue of the terms governing the transfer of the Property as set forth in the Acquisition Agreement, development of the Project, including the Infrastructure Improvements will constitute

construction, alteration, demolition, installation, or repair work done under contract and paid for in whole or in part out of public funds under California Labor Code Section 1720(a) and (b)(3). Touro shall comply and shall ensure that its contractors and subcontractors comply with all California Labor Code requirements, including implementing regulations of the Department of Industrial Relations, applicable to public works and payment of prevailing wages, as well as all applicable Federal prevailing wage laws, including the Davis-Bacon Act of 1931, as amended, and implementing regulations (collectively, "**Prevailing Wage Laws**") in connection with construction and development of the Project. Without limiting the generality of the foregoing, Touro shall (i) require its contractors and subcontractors to submit certified copies of payroll records to Touro; (ii) maintain complete copies of such certified payroll records; and (iii) make such records available to City and its designees for inspection and copying during regular business hours at the Property or at another location within the City of Vallejo.

B. Touro shall defend (with counsel reasonably acceptable to the City), indemnify and hold harmless City and its officers, employees, volunteers, agents and representatives from and against any and all present and future Claims, arising out of or in any way connected with Touro's obligation to comply with all Prevailing Wage Laws in connection with the Demolition Activities and construction of the Project and the Infrastructure Improvements, including all Claims that may be made by contractors, subcontractors or other third party claimants pursuant to Labor Code Sections 1726 and 1781.

C. Touro hereby waives, releases and discharges forever City and its employees, officers, volunteers, agents and representatives, from any and all present and future Claims arising out of or in any way connected with Touro's obligation to comply and to cause its contractors and subcontractors to comply with all Prevailing Wage Laws in connection with construction and development of the Project.

Section 6.05. Leadership in Energy and Environmental Design. The Leadership in Energy and Environmental Design ("**LEED**") Green Building Rating System is the nationally accepted benchmark for the design, construction, and operation of high performance green buildings. Touro shall use commercially reasonable efforts to design the Project in a manner to meet and achieve LEED "platinum" certification. Touro shall submit a complete application for LEED certification of the Project within sixty (60) days following completion of construction and provide copies of any and all LEED certifications to City within ten (10) business days following receipt thereof. Notwithstanding the foregoing, if Touro utilizes commercially reasonable efforts but is unable to design the Project to meet LEED "platinum" certification or otherwise fails to receive LEED platinum certification, Touro shall not be in Default under this Agreement.

Section 6.06. City of Vallejo Business License. Touro, at its expense, shall obtain and maintain a business license issued by the City of Vallejo during the Term.

Section 6.07. Local Employment and Contracting. Touro agrees that it will use good faith efforts to hire qualified Vallejo residents or former Mare Island employees for

new positions created by Touro in its hiring of employees related to the development of the Project. Touro shall also require its independent third party contractors to use good faith efforts to hire qualified Vallejo residents or former Mare Island employees for new positions created by such contractors related to the development of the Project, provided that any failure by Touro's contractors shall not constitute a default by Touro under this Agreement. Touro shall, by December 31 of each year, submit to the City a list of the names and city of residence of its employees and officers involved in Project construction, and shall periodically provide information to the City regarding its work force. Touro agrees to use good faith efforts to contract with qualified Vallejo businesses for services and/or products, as appropriate, consistent with the goals of the Reuse Plan and Specific Plan. The City acknowledges that Touro and its third party contractors have the ultimate right to choose their employees and contractors. For new positions, good faith efforts may include, but not be restricted to, providing job announcements to the City, Solano County Workforce Investment Board, Napa-Solano Building Trades Council and other such local organizations.

Section 6.08. Sale Tax Point of Sale Designation. To the extent that sales taxes are to be paid on such items, Touro shall request that all persons and entities providing proton beam equipment, bulk lumber, concrete, structural steel and pre-fabricated building components, such as roof trusses, to be used in connection with the construction and development of, or incorporated into, the Project, to designate City as the sole point-of-sale for purposes of computing sales taxes due under the Bradley-Burns Uniform Local Sales and Use Tax Law (California Revenue and Taxation Code sections 7200 *et seq.* and implementing regulations) on the sale of such proton beam equipment, bulk construction and building materials and components. Notwithstanding the foregoing, the failure or refusal of any such person or entity to designate the City as the sole point-of-sale for purposes of computing sales taxes shall not constitute a Touro Default under this Agreement.

Section 6.09. Periodic Review.

A. The annual review date for this Agreement shall be conducted by the City's development services director ("**Development Services Director**") and initiated during the month of January of each year of the Term of this Agreement, commencing with January, 2009 in accordance with Government Code section 65865.1 and Chapter 17.20 of the Vallejo Municipal Code. Touro shall provide all documentation necessary to effectuate an annual review. In the event the Development Services Director requests any documentation from Touro in furtherance of an annual review, Touro shall provide such documentation within ten (10) days of Touro's receipt of such request, unless otherwise mutually agreed upon by City and Touro.

B. The annual review shall be conducted as provided herein:

(1) The Development Services Director shall provide Touro with notice of the annual review no less than twenty (20) days prior to the Development Services Director's anticipated commencement date of the annual review. If the

Development Services Director finds good faith compliance by Touro with the terms of this Agreement, the Director shall so notify Touro and the Planning Commission in writing and the review for that period shall be concluded. If the Director is not satisfied that Touro is performing in accordance with the material terms and conditions of this Agreement, or if the Director has any reasonable doubts concerning Touro's performance, the Director shall first meet and confer with Touro to discuss the matter and attempt resolution of the dissatisfaction or doubts that the Director may have. If, after meeting and conferring with Touro, the Director still has reasonable doubts concerning Touro's performance, the Director shall refer the matter to the Planning Commission for a decision and notify Touro in writing at least ten (10) days in advance of the time at which the matter will be considered by the Planning Commission.

(2) The Planning Commission shall conduct a hearing at which Touro must submit evidence that it has complied in good faith with the terms and conditions of this Agreement. The findings of the Planning Commission on whether Touro has complied with this Agreement for the period under review shall be based upon substantial evidence in the record. If the Planning Commission determines that, based upon substantial evidence, Touro has complied in good faith with the terms and conditions of this Agreement, the review for that period shall be concluded. If the Planning Commission determines that, based upon substantial evidence, Touro has not complied in good faith with the terms and conditions of this Agreement, the Planning Commission shall forward its report and recommendation to the City Council.

(3) The City Council shall notify Touro in writing of its intention to conduct a hearing on whether Touro has complied in good faith with the terms and conditions of this Agreement and whether the Agreement should be modified or terminated. The notice shall include the time and place of the hearing, a copy of the Planning Commission's report and recommendation, and any other information the City Council considers necessary to inform Touro of the nature of the proceeding. Touro shall be given an opportunity to submit evidence and to be heard at the hearing. If the City Council determines that Touro has complied in good faith with the terms and conditions of this Agreement, the review for that period shall be concluded. If, however, the City Council determines, based upon substantial evidence in the record, that there are significant questions as to whether Touro has complied in good faith with the terms and conditions of this Agreement, the City Council may continue the hearing and shall notify Touro of the City's intent to meet and confer with Touro within thirty (30) days of such determination, prior to taking further action. Following such meeting, the City Council shall resume the hearing in order to further consider the matter and to make a determination, regarding Touro's good faith compliance with the terms and conditions of the Agreement and to take those actions it deems appropriate, including but not limited to, modification or termination of this Agreement, in accordance with California Government Code section 65865.1 and Vallejo Municipal Code Chapter 17.22.

C. Failure of City to conduct an annual review shall not constitute a waiver by the City of its rights to otherwise enforce the provisions of this Agreement nor



shall Touro have or assert any defense to such enforcement by reason of any such failure to conduct an annual review.

D. If, after an annual review, City finds Touro has complied in good faith with this Agreement, City shall promptly following Touro's request issue to Touro a certificate of compliance certifying that Touro has so complied through the period of the applicable annual review.

## **ARTICLE 7. MORTGAGEE PROTECTION**

Section 7.01. Mortgagee Protection. This Agreement shall be superior and senior to any lien placed upon the Property or any portion thereof after the date of recording the Agreement, including the lien of any deed of trust or mortgage ("*Mortgage*"). Notwithstanding the foregoing, no breach hereof shall defeat, render invalid, diminish or impair the lien of any Mortgage made in good faith and for value, but all of the terms and conditions contained in this Agreement shall be binding upon and effective against and shall run to the benefit of any person or entity, including any deed of trust beneficiary or mortgagee ("*Mortgagee*"), who acquires title or possession to the Property, or any portion thereof, by foreclosure, trustee's sale, deed in lieu of foreclosure or otherwise.

Section 7.02. Mortgagee Not Obligated. Notwithstanding the provisions of Section 7.01 above, no Mortgagee shall have any obligation or duty under this Agreement to construct or complete the construction of the Project, or to guarantee such construction or completion; provided, however, that a Mortgagee shall not be entitled to devote the Property to any use except in full compliance with the Project Approvals and this Agreement nor to construct any improvements thereon or institute any uses other than those uses and improvements provided for or authorized by this Agreement and the Project Approvals.

Section 7.03. Notice of Default to Mortgagee. If City receives a notice from a Mortgagee requesting a copy of any notice of default given Touro hereunder and specifying the address for service thereof, then City agrees to use ~~its~~ good-faith, diligent efforts to deliver to such Mortgagee, concurrently with service thereon to Touro, any notice given to Touro with respect to any claim by City that Touro has committed an event of default, and if City makes a determination of noncompliance hereunder, City shall likewise use its good faith, diligent efforts to serve notice of such noncompliance on such Mortgagee concurrently with service thereon on Touro. Each Mortgagee shall have the right during the same period available to Touro to cure or remedy, or to commence to cure or remedy, the event of default claimed or the areas of noncompliance set forth in City's notice. If a Mortgagee shall be required to obtain possession in order to cure any default, then vis-à-vis the Mortgagee, the time to cure shall be tolled so long as the Mortgagee is attempting to obtain possession, including by appointment of a receiver or foreclosure but in no event may this period exceed one hundred twenty (120) days from the City's notice.

Section 7.04. No Supersedure. Nothing in this Article 7 shall be deemed to supersede or release a Mortgagee or modify a Mortgagee's obligations under any subdivision improvement agreement or other obligation incurred with respect to the Project outside this Agreement, nor shall any provision of this Article 7 constitute an obligation of City to such Mortgagee, except as to the notice requirements of Section 7.03.

## **ARTICLE 8. AMENDMENT OF AGREEMENT AND EXISTING PROJECT APPROVALS**

Section 8.01. Amendment of Agreement By Mutual Consent. This Agreement may be amended in writing from time to time by mutual consent of the Parties hereto or their successors-in-interest or assigns and in accordance with the provisions of Vallejo Municipal Code Chapter 17.10. Extension of the Term of this Agreement pursuant to Section 3.02 or Section 11.06 shall not require an amendment to this Agreement.

Section 8.02. Insubstantial Amendments to Agreement. In accordance with the provisions of Chapter 17 of the Vallejo Municipal Code, as may be amended from time to time, any amendment to this Agreement which, in the context of the overall Project contemplated by this Agreement, does not substantially affect (i) the Term of this Agreement, (ii) permitted uses of the Property, (iii) provisions for the reservation or dedication of land, (iv) conditions, terms, restrictions or requirements for subsequent discretionary actions, (v) the density or intensity of use of the Property or the maximum height or size of proposed buildings, (vi) the scope or quality of the Infrastructure Improvements, or (vii) monetary contributions by Touro, shall be deemed an "***Insubstantial Amendment***" and shall not, except to the extent otherwise required by law, require notice or public hearing before the parties may execute an amendment hereto. The City Manager shall have the authority to execute an Insubstantial Amendment or, in his or her discretion, seek approval of an Insubstantial Amendment by City resolution.

Section 8.03. Requirement for Writing. No modification, amendment or other change to this Agreement or any provision hereof shall be effective for any purpose unless specifically set forth in a writing which refers expressly to this Agreement and is signed by duly authorized representatives of both parties or successors.

Section 8.04. Amendments to Development Agreement Statute. This Agreement has been entered into in reliance upon the provisions of the Development Agreement Statute as those provisions existed at the date of execution of this Agreement. No amendment or addition to those provisions which would materially affect the interpretation or enforceability of this Agreement shall be applicable to this Agreement, unless such amendment or addition is specifically required by the California State Legislature, or is mandated by a court of competent jurisdiction. If such amendment or change is permissive (as opposed to mandatory), this Agreement shall not be affected by same unless the parties mutually agree in writing to amend this Agreement to permit such applicability.

## ARTICLE 9. COOPERATION AND IMPLEMENTATION

Section 9.01. Subsequent Project Approvals. Touro and City acknowledge and agree that Touro intends to submit applications for Subsequent Project Approvals, including both Subsequent Ministerial Approvals and Subsequent Discretionary Approvals. In connection with any Subsequent Project Approval, the City shall exercise its discretion in accordance with Applicable Law, the Project Approvals and the terms of this Agreement, including the reservations of authority set forth in Section 4.04. Touro acknowledges that City's approval of and entering into this Agreement does not constitute City's approval of Touro's applications for Subsequent Project Approvals.

A. Subsequent Ministerial Approvals ("***Subsequent Ministerial Approvals***") are permits or approvals that are required by Applicable Law and that are to be issued upon compliance with uniform, objective standards and regulations. They include applications for road construction permits or authorizations; grading and excavation permits; demolition permits; building permits, including electrical, plumbing, mechanical, Title 24 Electrical, and Title 24 Handicap permits or approvals; certificates of occupancy; encroachment permits; and other similar permits required for the development and operation of the Project.

B. All other Subsequent Project Approvals, including amendments of the Project Approvals, site development plan approvals, improvement agreements, architectural review permits, use permits, lot line adjustments, subdivision or parcel maps, preliminary and final development plans, rezonings and permits that are not Subsequent Ministerial Approvals, resubdivisions, and any amendments to, or repealing of, any of the foregoing, are Subsequent Discretionary Approvals ("***Subsequent Discretionary Approvals***").

### Section 9.02. Processing Applications for Subsequent Project Approvals.

A. Touro acknowledges that City cannot begin processing applications for Subsequent Project Approvals until Touro submits complete applications on a timely basis. Touro shall use diligent, good faith efforts to (i) provide to City in a timely manner any and all documents, applications, plans, and other information necessary for City to carry out its obligations hereunder; and (ii) cause Touro's planners, engineers, and all other consultants to provide to City in a timely manner all such documents, applications, plans and other materials required under Applicable Law. It is the express intent of Touro and City to cooperate and diligently work to obtain any and all Subsequent Project Approvals.

B. Upon submission by Touro of all appropriate applications and processing fees for any pending Subsequent Project Approval, City shall, to the full extent allowed by law, promptly and diligently, subject to City ordinances, policies and procedures regarding hiring and contracting, commence and complete all steps necessary to act on Touro's currently pending Subsequent Project Approval applications including: (i) providing at Touro's expense and subject to Touro's request and prior approval,

reasonable overtime staff assistance, additional staff and/or staff consultants for concurrent, expedited planning and processing of each pending Subsequent Project Approval application; (ii) if legally required, providing notice and holding public hearings; and (iii) acting on any such pending Subsequent Project Approval application.

C. With the Existing Project Approvals, City has made a final policy decision that the Project is in the best interests of the public health, safety and general welfare. Applications for Subsequent Ministerial Approvals that are consistent with this Agreement and the Existing Project Approvals shall be processed and considered in a manner consistent with the vested rights granted by this Agreement and shall be deemed to be tools to implement those final policy decisions, and shall be approved by City so long as they are consistent with this Agreement and the Existing Project Approvals.

D. Nothing herein shall limit the ability of City to require the necessary reports, analysis or studies to assist in determining that the requested Subsequent Ministerial Approval is consistent with this Agreement and the Existing Project Approvals. If the City reasonably determines that an application for a Subsequent Ministerial Approval is not consistent with this Agreement or the Existing Project Approvals and should be processed as an application for a Subsequent Discretionary Approval rather than a Subsequent Ministerial Approval, the City shall specify in writing the reasons for such determination and may propose a modification which would be processed as a Subsequent Ministerial Approval. Touro shall then either modify the application to conform to this Agreement and the Existing Project Approvals, as the case may be, or the City shall process the application as an application for a Subsequent Discretionary Approval.

Section 9.03. Other Agency Subsequent Project Approvals; Authority of City.

A. City shall cooperate with Touro, to the extent appropriate and as permitted by law, in Touro's efforts to obtain, as may be required, Other Agency Subsequent Project Approvals.

B. Notwithstanding the issuance to Touro of ~~Other Agency~~ Subsequent Project Approvals, Touro agrees that City shall have the right to review, modify, approve and/or reject any and all submissions subject to the Other Agency Subsequent Project Approvals which, but for the authority of the other governmental or quasi-governmental entities issuing the Other Agency Subsequent Project Approvals, would otherwise require City approval. By way of example, the Office of Statewide Health Planning and Development ("**OSHPD**") regulates the State of California's healthcare infrastructure, including the safety of buildings used in providing healthcare. If it is determined that the Project is subject to compliance with guidelines promulgated by OSHPD, Touro, prior to submitting any materials or applications to OSHPD, shall provide such materials and applications to City for review and approval. Touro agrees that City may review, modify, approve and/or reject any such materials or applications to ensure consistency with this Agreement and the Project Approvals and Touro shall

incorporate any and all changes required by City prior to submitting such materials and applications to OSHPD for review and/or approval.

Section 9.04. Vallejo Sanitation and Flood Control District. VSFCD provides sanitary sewer and flood control services for Mare Island. Touro, at its sole expense, shall work cooperatively with VSFCD to provide sanitary and flood control services needed in whole or in part to serve the Project or to mitigate the impacts thereof and to pay its fair share of the costs of such improvements.

Section 9.05. Utilities. Island Energy is a public-private utility company providing electricity and natural gas services for Mare Island. Touro shall, at its sole expense, work with Island Energy to provide all electricity and natural gas utilities needed to serve the Project.

Section 9.06. Implementation of Necessary Mitigation Measures. The City has adopted certain mitigation measures and approved a MMRP in connection with the Mitigated Negative Declaration. Touro shall, at its sole cost and expense, comply with all MMRP requirements applicable to the Project, the Demolition Activities and Infrastructure Improvements.

Section 9.07. Cooperation in the Event of Legal Challenge. City and Touro, at Touro's sole cost and expense, shall cooperate in the event of any court action instituted by a third party or other governmental entity or official challenging the validity of any provision of this Agreement, any Existing Project Approvals or any Subsequent Project Approvals and City shall, upon request of Touro, appear in the action and defend its decision, except that City shall not be required to be an advocate for Touro. To the extent that Touro determines to contest or defend such litigation challenges, Touro shall reimburse City, within ten (10) days following City's written demand therefor, which may be made from time to time during the course of such litigation, all costs incurred by City in connection with the litigation challenge, including City's administrative, legal and court costs, provided that City shall either: (a) elect to joint representation by Touro's counsel; or (b) retain an experienced litigation attorney, require such attorney to prepare and comply with a litigation budget, and present such litigation budget to Touro prior to incurring obligations to pay legal fees in excess of Thirty Thousand Dollars (\$30,000). If Touro defends any such legal challenge, Touro shall indemnify, defend, and hold harmless City and its officials and employees from and against any Claims assessed or awarded against City by way of judgment, settlement, or stipulation. Nothing herein shall authorize Touro to settle such legal challenge on terms that would constitute an amendment or modification of this Agreement, any Existing Project Approvals or any Subsequent Project Approvals, unless such amendment or modification is approved by City in accordance with applicable legal requirements, and City reserves its full legislative discretion with respect thereto.

Section 9.08. Acknowledgement of Principal Developer. Touro acknowledges that, pursuant to section 8.3 of that certain Acquisition Agreement entered into between City and LMI, dated December 21, 1999, City has designated LMI as the principal

developer of Mare Island, and that as principal developer, LMI, in cooperation with City, has been tasked with “coordinating all aspects of the development, operation and maintenance of Mare Island on an island-wide basis; provided that such coordination shall not include the right to participate in the negotiation of agreements between City and any other party.” Touro agrees to coordinate with City to keep LMI reasonably informed of the status and nature of the development of the Project in a manner consistent with LMI's rights as principal developer.

## **ARTICLE 10. ASSIGNMENT, TRANSFER AND NOTICE**

### **Section 10.01. Assignment.**

A. Because of the necessity to coordinate development of the entirety of the Property pursuant to the Specific Plan, particularly with respect to the provision of on- and off-site public improvements and public services, certain restrictions on the right of Touro to assign or transfer its interest under this Agreement with respect to the Property, or any portion thereof, are necessary in order to ensure the achievement of the goals, objectives and public benefits of the Specific Plan and this Agreement. Touro agrees to and accepts the restrictions set forth in this Section 10.01 as reasonable and as a material inducement to City to enter into this Agreement.

B. Notwithstanding any other provision of this Agreement to the contrary, City approval of a transfer or assignment of this Agreement or any interest therein shall not be required in connection with: (i) any transfer or assignment of this Agreement or any interest therein to an entity or entities in which Touro, Touro University or Touro's Managing Member retains a beneficial economic interest and in which Touro, Touro University or Touro's Managing Member retains effective management and control of the transferee entity or entities, subject only to major events requiring the consent or approval of the other owners of such entity ("*Affiliate of Touro*") and in connection with which such Affiliate of Touro assumes the rights and obligations of Touro under this Agreement pursuant to an assignment and assumption agreement in a form reasonable acceptable to City's legal counsel; (ii) any assignment for financing purposes (subject to Touro providing copies of all relevant loan documentation to City prior to loan closing), including the grant of a deed of trust, to secure the funds necessary for construction and permanent financing of the Project; (iii) a transfer which combined with any and all previous or simultaneous transfers represents less than fifty percent (50%) of the membership, equity or beneficial interest of Touro, provided such transfer does not cause a material change in the rights to manage and control Touro; or (iv) a transfer of an ownership interest in the Project to the University of California, San Francisco, or such other entity or entities managing and operating the Project which results in the transferee acquiring an ownership interest in the Project, provided such transfer does not include a change in the right to manage or control Touro. Touro shall give at least thirty (30) days prior written notice to City of any proposed assignment or transfer described in this Section 10.01.B. In addition, City shall be entitled to review such documentation as may be reasonably required by the City Manager or his/her designee to assess the nature and scope of such proposed assignment or transfer, but such

review shall in no event be longer than twenty (20) days following receipt of the requested information.

C. Other than as set forth in subsection 10.01.B. above, until City issues the Certificate of Completion (as such term is defined in the Acquisition Agreement), Touro may not sell, transfer, ground lease or assign the Property in whole or in part to any person, partnership, joint venture, firm, company or corporation (any of the foregoing, an "*Assignee*") without the prior written consent of City. City's consent shall not be unreasonably withheld, conditioned or delayed; provided, however, City shall be under no obligation to consent to any proposed assignment if Touro is in Default of this Agreement or the Acquisition Agreement, or has received notice of breach under Section 11.01 below and is not diligently curing any such breach. Touro shall give notice to City of Touro's request for such consent hereunder. Touro's notice shall include (i) information concerning the proposed Assignee, including the Assignee's bonding capacity and specific development experience, financial capabilities and knowledge concerning the Project, and (ii) a certification from Touro that Touro has provided copies of all Project Approvals to the proposed Assignee. City shall have twenty (20) days following receipt of such notice to request additional information regarding the proposed assignment and the Assignee's experience and financial capacity as is reasonably necessary to evaluate the proposed assignment and Assignee. City shall have until the later of thirty (30) calendar days after Touro gives its initial request or ten (10) days after receipt of all additional requested information, if any, to review and either approve or reject the proposed assignment and Assignee. City may refuse to give its consent if, in light of the proposed Assignee's reputation, experience and financial resources, such Assignee would not in City's reasonable opinion be able to perform the obligations proposed to be assumed by such Assignee. The parties agree that it shall not be unreasonable for City to disapprove a proposed assignment and Assignee based on: (i) Assignee's insufficient understanding of the Project Approvals and Transaction Documents; (ii) Assignee having bonding capacity less than that of Touro; (iii) Assignee having insufficient financial capacity to complete the Project and, to the extent not already complete, the Demolition Activities and Infrastructure Improvements; and/or (iv) Assignee lacking the development qualifications and experience to reasonably ensure successful completion of the Project. If City rejects the proposed assignment and Assignee, City shall provide notice of such rejection within the time period set forth above, and in its notice of rejection, City shall detail all reasons supporting rejection of the proposed assignment and Assignee based on the standards set forth in this Section 10.01.C.

D. Any such Assignee shall succeed to the rights, duties and obligations of Touro only with respect to the parcel or parcels of all or a portion of the Property so purchased, transferred, ground leased or assigned, and Touro shall continue to be obligated under this Agreement and the Acquisition Agreement with respect to all portions of the Property retained by Touro, and with respect to the dedication and installation of all Infrastructure Improvements to be provided by Touro, pursuant to the Project Approvals and this Agreement.

E. The sale, transfer, lease or assignment of any right or interest under this Agreement shall be made only together with the sale, transfer, ground lease or assignment of all or a part of the Property and only with a concurrent assignment and assumption of Touro's rights and obligations under the Acquisition Agreement. Prior to entering into any agreement for such sale, transfer, ground lease or assignment, (i) Touro shall notify City in writing of the proposed sale, transfer or ground lease; and (ii) Touro and Assignee shall provide a written assignment and assumption agreement in form reasonably acceptable to the City Attorney pursuant to which Assignee shall assume and succeed to the rights, duties and obligations of Touro with respect to the parcel or parcels of all or a portion of the Property so purchased, transferred, ground leased or assigned.

F. Subject to City's written consent as provided in subsection Section 10.01.C., City, upon request of Touro or Assignee, and following compliance with the notification provisions above, shall provide Assignee with a certificate of compliance, stating that this Agreement remains valid and in full force and effect and is binding upon City, Touro and the Assignee as of the last annual review pursuant to the provisions of Section 6.09, except that if City knows of any non-compliance, City shall not be required to issue a certificate of compliance.

Section 10.02. Conditional Release of Transferring Party. Notwithstanding any sale, transfer, lease or assignment of all or a portion of the Property, including to any affiliated party, Touro shall continue to be obligated under this Agreement as to all or the portion of the Property so transferred unless City is reasonably satisfied that the Assignee is fully able to comply with Touro's obligations under this Agreement (both financially and otherwise) and Touro is given a release in writing. Touro shall provide to City all information reasonably necessary for City to determine the financial and other capabilities of Assignee. Provided Touro satisfies the above condition and all of the following conditions, City shall, without delay, execute and provide a full release of all of Touro's obligations under this Agreement:

A. A showing by Touro that Touro no longer has a legal or equitable interest in the portion of the Property for which a release is requested.

B. Touro is not then in Default under this Agreement and has received no notice of breach pursuant to Section 11.01.

C. Touro has provided City with notice and the fully executed assignment and assumption agreement.

D. Assignee provides City with security equivalent to any security previously provided by Touro to secure performance of its obligations hereunder, including under the Public Improvements Construction Agreement.



## ARTICLE 11. DEFAULT; REMEDIES; TERMINATION

Section 11.01. Breach; Default. Subject to extensions of time under Section 11.06 or by mutual consent in writing, the failure or delay by either Party to perform any term or provision of this Agreement shall constitute a breach of this Agreement. In the event of alleged breach of this Agreement, the Party alleging such breach shall give the other Party notice in writing specifying the nature of the breach and the manner in which said breach or default may be satisfactorily cured, and the Party in breach shall have thirty (30) days following such notice to cure such breach, except that in the event of a breach of an obligation to make a payment, the Party in breach shall have ten (10) days to cure the breach. If the breach is of a type that cannot be cured within thirty (30) days, the breaching Party shall not be in Default (defined below) provided the breaching Party (i) commences to cure the breach within such 30-day period, (ii) notifies the non-breaching Party within the initial 30-day period of the time it will take to cure such breach which shall be a reasonable period under the circumstances, and (iii) at all times diligently and continuously prosecutes such cure to completion. If the breaching Party has not cured the breach or default within the time period specified above, such Party shall be in default ("*Default*"), and the non-breaching Party, at its option, may terminate the Agreement, institute legal proceedings pursuant to this Agreement and shall have such remedies as are set forth in Section 11.05 below.

Section 11.02. Termination of Acquisition Agreement. Upon any termination of the Acquisition Agreement as provided in clauses (i) through (iv) of Section 404 of the Acquisition Agreement, this Agreement and other Transaction Documents shall also automatically terminate and be of no further force or effect and, except as otherwise provided in the Transaction Documents with respect to those obligations which survive termination thereof, Touro shall have no obligation to perform or fund the performance of the Demolition Activities or the construction of the Infrastructure Improvements or the Project.

Section 11.03. Acquisition Agreement and/or Public Improvements Construction Agreement Default. City and Touro acknowledge and agree that a Default hereunder shall also constitute a default under the Acquisition Agreement and Public Improvements Construction Agreement and that, upon such default, the non-defaulting party shall have all remedies available to it under the terms of the Acquisition Agreement and Public Improvements Construction Agreement, including the right to terminate the Acquisition Agreement. City and Touro further acknowledge and agree that a default under the Acquisition Agreement and Public Improvements Construction Agreement following notice and expiration of applicable cure periods shall constitute a Default under this Agreement, and that, upon such Default, the non-defaulting party shall have all remedies available to it under the terms of this Agreement, including the right, without further notice or opportunity to cure, to terminate this Agreement

Section 11.04. Withholding of Permits. In the event of a Default by Touro, City shall have the right to refuse to issue any Subsequent Project Approvals, permits or other approvals to which Touro would otherwise have been entitled pursuant to this

Agreement. This provision is in addition to and shall not limit any actions that City may take to enforce the conditions of the Project Approvals.

Section 11.05. Remedies.

A. In the event of a Default by City or Touro, the non-defaulting Party shall have the right to terminate this Agreement upon giving notice of intent to terminate pursuant to Government Code Section 65868 and the Vallejo Municipal Code and regulations of City implementing such section. Following notice of intent to terminate, the matter shall be scheduled for consideration and review in the manner set forth in Government Code Section 65867 and the Vallejo Municipal Code and City regulations implementing said section. Following consideration of the evidence presented in said review before the City Council, either Party alleging Default by the other Party may give written notice of termination of this Agreement to the other Party. Termination of this Agreement shall be subject to the provisions of Section 11.08 hereof.

B. City and Touro agree that in the event of Default by City, the Parties intend that the primary remedy for Touro shall be specific performance of this Agreement. A claim by Touro for actual monetary damages against City may only be considered if specific performance is not granted by the Court. In no event shall Touro or City be entitled to any consequential punitive or special damages. If City issues a Project Approval pursuant to this Agreement in reliance upon a specified condition being satisfied by Touro in the future, and if Touro then fails to satisfy such condition, City shall be entitled to specific performance for the purpose of causing Touro to satisfy such condition.

C. In addition to any other rights or remedies, either Party may institute legal action to cure, correct or remedy any Default, to enforce any covenants or agreements herein, to enjoin any threatened or attempted violation thereof, or to obtain any other remedies consistent with the purpose of this Agreement except as limited by subSection 11.05.B. above. Any such legal action shall be brought in the Superior Court for Solano County, California.

Section 11.06. Enforced Delay; Extension of Time of Performance. Subject to the limitations set forth below, performance by either party hereunder shall not be deemed to be in default, and all performance and other dates specified in this Agreement shall be extended, where delays are due to: war; insurrection; strikes; lockouts; riots; floods; earthquakes; fires; casualties; acts of God; acts of terrorism; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; governmental restrictions or priority; litigation; unusually severe weather; acts or omissions of the other Party; or acts or failures to act of the Navy or any other public or governmental agency or entity (other than the acts or failures to act of City which shall not excuse performance by City). An extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause (but in any event shall not exceed a cumulative total of two (2) years), if notice by the party claiming such extension is sent to the other party within thirty (30) days of the commencement of the

cause. The Parties agree that the commencement of any litigation concerning this Agreement, the Ordinance approving this Agreement or any of the Existing Project Approvals shall constitute cause for an extension of time for performance of obligations under this Agreement up to a maximum of two (2) years, and that the Initial Term of this Agreement shall be automatically extended for the period such litigation is pending (subject, however, to the 2 year maximum extension). Touro acknowledges that adverse changes in economic conditions, either of Touro specifically or the economy generally, changes in market conditions or demand, and/or inability to obtain financing or other lack of funding to complete the work of on-site and off-site improvements shall not constitute grounds of enforced delay pursuant to this Section 11.06. Touro expressly assumes the risk of such adverse economic or market changes and/or financial inability, whether or not foreseeable as of the Effective Date.

Section 11.07. Resolution of Disputes. With regard to any dispute involving the Project, the resolution of which is not provided for by this Agreement or Applicable Law, Touro shall, at City's request, meet with City. The parties to any such meetings shall attempt in good faith to resolve any such disputes. Nothing in this Section 11.07 shall in any way be interpreted as requiring that Touro and City and/or City's designee reach agreement with regard to those matters being addressed, nor shall the outcome of these meetings be binding in any way on City or Touro unless expressly agreed to by the parties to such meetings.

Section 11.08. Surviving Provisions. In the event this Agreement is terminated, neither party shall have any further rights or obligations hereunder, except for those obligations of Touro set forth in Section 4.15.B. (Potential Reimbursements to Touro), Section 5.02 (Revenue Neutral Project), Section 5.03 (Community Facilities Districts), Section 6.04 (Prevailing Wage Requirements), Section 9.07 (Cooperation in the Event of Legal Challenge), Section 12.01 (Indemnity and Hold Harmless), and those obligations of City set forth in Sections Section 4.15.A. (City's Good Faith in Processing), Section 4.15.B. (Potential Reimbursements from Touro), Section 4.15.C. (Relocation and Realignment of Public Roads), Section 4.15.D. (Acquisition of Land Owned by Third Parties), Section 4.15.E (City Commitment to Grant or Cooperate to Cause Others to Grant Easements to Touro), Section 4.15.F (Lease in Furtherance of Conveyance), Section 4.15.G (Environmental Remediation of U.S. Government Property), Section 4.15.H (Acceptance of Public Roads), Section 4.15.I. (Maintenance of Public Roads), Section 5.05.A., Section 5.05.B, Section 5.05.C. and Section 5.05.D.

## **ARTICLE 12. INDEMNITY AND INSURANCE**

Section 12.01. Indemnity and Hold Harmless. Touro shall indemnify and hold City and its elected and appointed officials, officers, agents, employees, contractors and representatives (collectively, "**City Parties**") harmless from and against any and all Claims, including Claims for any bodily injury, death, or property damage, resulting directly or indirectly from the development and construction of the Project by or on behalf of Touro, and/or from any acts or omissions of Touro under this Agreement, whether such acts or omissions were by Touro or any of Touro's contractors,

subcontractors, agents or employees, except to the extent such Claims arise from the active negligence or willful misconduct of City or City Parties, and excepting suits or actions brought by Touro for City's Default under this Agreement.

Section 12.02. Insurance Requirements.

A. Touro shall procure and maintain, or cause its contractor(s) to procure and maintain, for the duration of this Agreement insurance policies set forth in subsection B. below. Such insurance shall not be construed to relieve Touro or its contractor(s) of any liability in excess of such coverages.

B. The required insurance coverages shall include:

(1) Commercial General Liability insurance at least as broad as Insurance Services Office Commercial General Liability form CG 0001 ("occurrence" form).

(2) Automobile liability insurance at least as broad as Insurance Services Office form number CA 0001 (Ed. 12/92) covering Automobile Liability, code 1 (any auto).

(3) Workers' compensation insurance as required by the State of California and employer's liability insurance.

C. The limits of the required insurance shall be no less than:

(1) General Liability: \$5,000,000 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 Agreement 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) Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

D. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City and City Parties; or Touro shall cause its contractor to provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

E. The general liability and automobile liability policies must contain, or be endorsed to contain, the following provisions:

(1) Each policy shall include City and City Parties as additional insureds with respect to the liability, including defense costs, arising out of (a) work or operations by or on behalf of Touro or its contractor(s) including materials, parts or equipment furnished in connection with such work or operations, and (b) automobiles owned, leased, hired or borrowed by or on behalf of Touro or its contractor(s). The coverage shall contain no special limitations on the scope of protection afforded to the City and City Parties.

(2) For any claims related to this Agreement, the insurance coverage shall be primary insurance as respects the City and City Parties. Any insurance, self-insurance or joint self-insurance maintained by the City and City Parties shall be excess of the insurance required hereunder 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 and City Parties.

(4) The insurance required to be maintained by Touro or its contractor(s) hereunder shall apply separately to each insured against whom a 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 Section 12.02 shall be endorsed to state that coverage shall not be cancelled by any 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 or ten (10) days' prior written notice by certified mail, return receipt requested for the non-payment of premium.

F. Insurance is to be placed with insurers with a current A.M. Best rating of no less than A:VII, unless otherwise agreed by City.

G. Touro shall furnish City with an original certificate of insurance and amendatory endorsements effecting coverage required by this Section 12.02. The endorsements should be on forms provided by the City or on other than the City's forms, provided those endorsements or policies conform to the requirements stated in this Section. The certificate of insurance and all endorsements must be signed by a person authorized by the insurer to bind coverage on its behalf. All certificates and endorsements are required to be received and approved by the City before any work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting coverage required by these specifications at any time. All insurance documents are to be sent to:

City of Vallejo  
555 Santa Clara Street  
Vallejo, CA 94590  
Attn: Risk Manager  
Phone: (707) 648-4485

Fax:

With a copy to: City of Vallejo  
P.O. Box 3068  
555 Santa Clara Street  
Vallejo, CA 94590  
Attn: Economic Development Program Manager  
Phone: (707) 649-5452  
Fax: (707) 648-4499

H. Touro shall include or cause its contractor to include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all the requirements stated herein.

### **ARTICLE 13. MISCELLANEOUS PROVISIONS**

Section 13.01. Incorporation of Recitals, Exhibits and Introductory Paragraph. The Recitals contained in this Agreement, the introductory paragraph preceding the Recitals and the Exhibits attached hereto are hereby incorporated into this Agreement as if fully set forth herein.

Section 13.02. Severability. If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a particular situation, is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining terms and provisions of this Agreement, or the application of this Agreement to other situations, shall continue in full force and effect unless amended or modified by mutual consent of the parties. Notwithstanding the foregoing, if any material provision of this Agreement, or the application of such provision to a particular situation, is held to be invalid, void or unenforceable, the party adversely affected may (in its sole and absolute discretion) terminate this Agreement by providing written notice of such termination to the other party.

Section 13.03. Construction. Each reference in this Agreement to this Agreement or any of the Existing Project Approvals or Subsequent Ministerial or Discretionary Approvals shall be deemed to refer to the Agreement, Project Approval or Subsequent Ministerial or Discretionary Approval as it may be amended from time to time, whether or not the particular reference refers to such possible amendment. Section headings in this Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants or conditions of this Agreement. This Agreement has been reviewed and revised by legal counsel for both City and Touro, and no presumption or rule that ambiguities shall be construed against the drafting party shall apply to the interpretation or enforcement of this Agreement. Unless the context clearly requires otherwise, (i) the plural and singular numbers shall each be deemed to include the other; (ii) the masculine, feminine, and neuter genders shall each be deemed to include the others; (iii) "shall," "will," or "agrees" are mandatory, and "may" is

permissive; (iv) "or" is not exclusive; (v) "include," "includes" and "including" are not limiting and shall be construed as if followed by the words "without limitation," and (vi) "days" means calendar days unless specifically provided otherwise.

Section 13.04. Covenants Running with the Land. All of the provisions contained in this Agreement shall be binding upon the parties and their respective heirs, successors and assigns, representatives, lessees, and all other persons acquiring all or a portion of the Property or Project, or any interest therein, whether by operation of law or in any manner whatsoever. All of the provisions contained in this Agreement shall be enforceable as equitable servitudes and shall constitute covenants running with the land pursuant to California law including California Civil Code Section 1468. Each covenant herein to act or refrain from acting is for the benefit of or a burden upon the Project, as appropriate, runs with the Property and is binding upon Touro and each successor or assign of Touro during its development of such Property or portion thereof.

Section 13.05. Notices. Any notice or communication required hereunder between City or Touro must be in writing, and may be given either personally, by facsimile (with original forwarded by regular U.S. Mail), by registered or certified mail (return receipt requested), or by Federal Express or other similar courier promising overnight delivery. If personally delivered, a notice shall be deemed to have been given when delivered to the party to whom it is addressed. If given by facsimile transmission, a notice or communication shall be deemed to have been given and received upon actual physical receipt of the entire document by the receiving party's facsimile machine. Notices transmitted by facsimile after 5:00 p.m. on a normal business day or on a Saturday, Sunday or holiday shall be deemed to have been given and received on the next normal business day. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, or (ii) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express or similar courier, a notice or communication shall be deemed to have been given and received on the date delivered as shown on a receipt issued by the courier. Any party hereto may at any time, by giving ten (10) days written notice to the other party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the parties at their addresses set forth below:

CITY:	City of Vallejo P.O. Box 3068 555 Santa Clara Street Vallejo, CA 94590 Attn: Economic Development Program Manager Phone: (707) 649-5452 Fax: (707) 648-4499
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With copies to: City of Vallejo  
P.O. Box 3068  
555 Santa Clara Street  
Vallejo, CA 94590  
Attn: City Attorney  
Phone: (707) 648-4456  
Fax: (707) 648-4687

City of Vallejo  
P.O. Box 3068  
555 Santa Clara Street  
Vallejo, CA 94590  
Attn: City Manager  
Phone: (707) 648-4576  
Fax: (707) 648-4426

And a copy to: Gerald J. Ramiza, Esq.  
McDonough Holland & Allen PC  
1901 Harrison Street, 9th Floor  
Oakland, CA 94612-3501  
Phone: (510) 273-8780  
Fax: (510) 839-9104

TOURO: Touro Mare Island, LLC  
2121 Palomar Airport Road, Suite 206  
Carlsbad, CA 92011  
Attn: Bruce Lang, CEO  
Phone: (760) 431-8005

With copies to: Touro University – California  
1310 Johnson Lane  
Vallejo, CA 94592  
Attn: Richard A. Hassel,  
Vice President, Administration  
Phone: (707) 638-5200  
Fax: (707) 638-5255

And a copy to: Nicholas Roscha, Esq.  
Andersen & Bonnifield  
1320 Willow Pass Road, Suite 500  
Concord, CA 94520  
Phone: (925) 602-1400  
Fax: (925) 825-0143



and: Franklyn H. Snitow, Esq.  
Snitow Kanfer Holtzer & Millus, LLP  
575 Lexington Avenue, 14<sup>th</sup> Floor  
New York, NY 10022  
Phone: (212) 317-8500  
Fax: (212) 317-1308

Section 13.06. Entire Agreement, Counterparts and Exhibits. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original. This Agreement, together with the attached Exhibits, constitutes the final and exclusive understanding and agreement of the parties and supersedes all negotiations or previous agreements of the parties with respect to all or any part of the subject matter hereof.

Section 13.07. Recordation of Agreement. Pursuant to California Government Code Section 65868.5, no later than ten (10) days after City enters into this Agreement, the City Clerk shall record an executed copy of this Agreement in the Official Records of the County of Solano.

Section 13.08. No Joint Venture or Partnership. It is specifically understood and agreed to by and between the parties hereto that: (i) the subject development is a private development; (ii) City has no interest or responsibilities for, or duty to, third parties concerning any public improvements until such time, and only until such time, that City accepts the same pursuant to the provisions of this Agreement or in connection with the various Existing Project Approvals or Subsequent Project Approvals; (iii) Touro shall have full power over and exclusive control of the Project herein described, subject only to the limitations and obligations of Touro under this Agreement, the Existing Project Approvals, Subsequent Project Approvals, and Applicable Law; and (iv) City and Touro hereby renounce the existence of any form of agency relationship, joint venture or partnership between City and Touro and agree that nothing contained herein or in any document executed in connection herewith shall be construed as creating any such relationship between City and Touro.

Section 13.09. Waivers. All waivers of the provisions of this Agreement shall be in writing and signed by the appropriate authorities of City and Touro.

Section 13.10. California Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California, without reference to choice of law provisions.

IN WITNESS WHEREOF, this Agreement has been entered into by and between Touro and City as of the day and year first above written.

[SIGNATURES ON FOLLOWING PAGE]

**CITY:**

City of Vallejo, a municipal corporation

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

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

**APPROVED AS TO FORM:**

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

**ATTEST:**

By: \_\_\_\_\_  
Mary Ellsworth, City Clerk

**APPROVED AS TO INSURANCE  
REQUIREMENTS**

By: \_\_\_\_\_  
Harry B. Maurer, Risk Manager

**TOURO:**

Touro Mare Island, LLC, a California limited liability company

By: Touro College, a New York non-profit education corporation

Its: Managing Member

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

# EXHIBIT A

## Map of Property

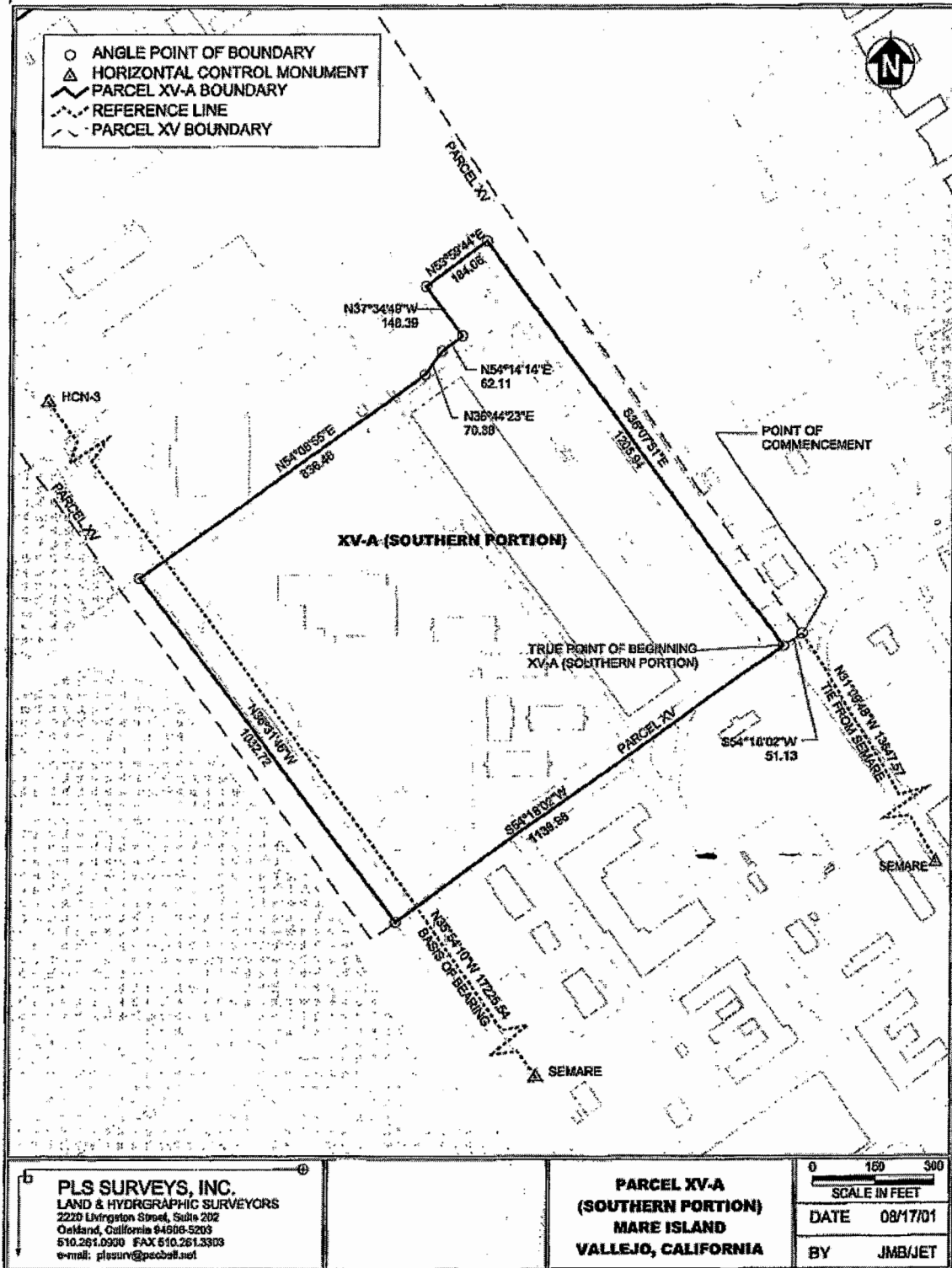


Exhibit A

**EXHIBIT B**

Legal Description of Property

Real property in the City of Vallejo, County of Solano, State of California, described as follows:

ALL THAT PROPERTY AS SHOWN AS "PARCEL TWO:XV-A (SOUTHERN PORTION)" IN THAT CERTAIN QUITCLAIM DEED FROM THE UNITED STATES OF AMERICA TO THE CITY OF VALLEJO, RECORDED ON OCTOBER 17, 2001, RECORDER'S SERIES NO. 2001-120695, AND WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

"A PARCEL OF LAND, BEING A PORTION OF THE "RECORD OF SURVEY SHOWING PARCEL XV FOR ECONOMIC DEVELOPMENT CONVEYANCE FOR BENEFIT OF THE CITY OF VALLEJO" DATED JULY 6, 2001, AND RECORDED ON SEPTEMBER 24, 2001, RECORDERS SERIES NO. 2001-109704, IN BOOK 24 OF SURVEYS PAGES 60 AND 61, SOLANO COUNTY RECORDS, REFERRED TO AS "PARCEL XV", DESCRIBED AS FOLLOWS:

ALL THAT REAL PROPERTY SITUATE ON THE FORMER MARE ISLAND NAVAL SHIPYARD, CITY OF VALLEJO, COUNTY OF SOLANO, STATE OF CALIFORNIA, BEING A PORTION OF THE LAND SHOWN WITHIN THE BOUNDARY OF THAT PARCEL SHOWN AND SO DELINATED ON THE MAP FILED FOR RECORD ON NOVEMBER 14, 1996 IN BOOK 21 OF LAND SURVEY MAPS, AT PAGES 94 TO 98 INCLUSIVE, COUNTY OF SOLANO OFFICIAL RECORDS, SAID MAP TITLED "RECORD OF SURVEY FOR LANDS OWNED BY THE UNITED STATES OF AMERICA PER THE 1938 UNITED STATES SUPREME COURT DECISION "UNITED STATES VERSUS O'DONNELL 303 U.S. 501"" AND FURTHER DESCRIBED AS "RETRACEMENT OF TRACT 38 OF THE JOY SURVEY TITLED "FRACTIONAL TOWNSHIP 3 NORTH, RANGE 4 WEST, MOUNT DIABLO BASE AND MERIDIAN, CALIFORNIA" APPROVED BY THE U.S. SURVEY GENERAL'S OFFICE OCTOBER 24, 1923, ACCEPTED NOVEMBER 8, 1923 AND FILED WITH THE BUREAU OF LAND MANAGEMENT", SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

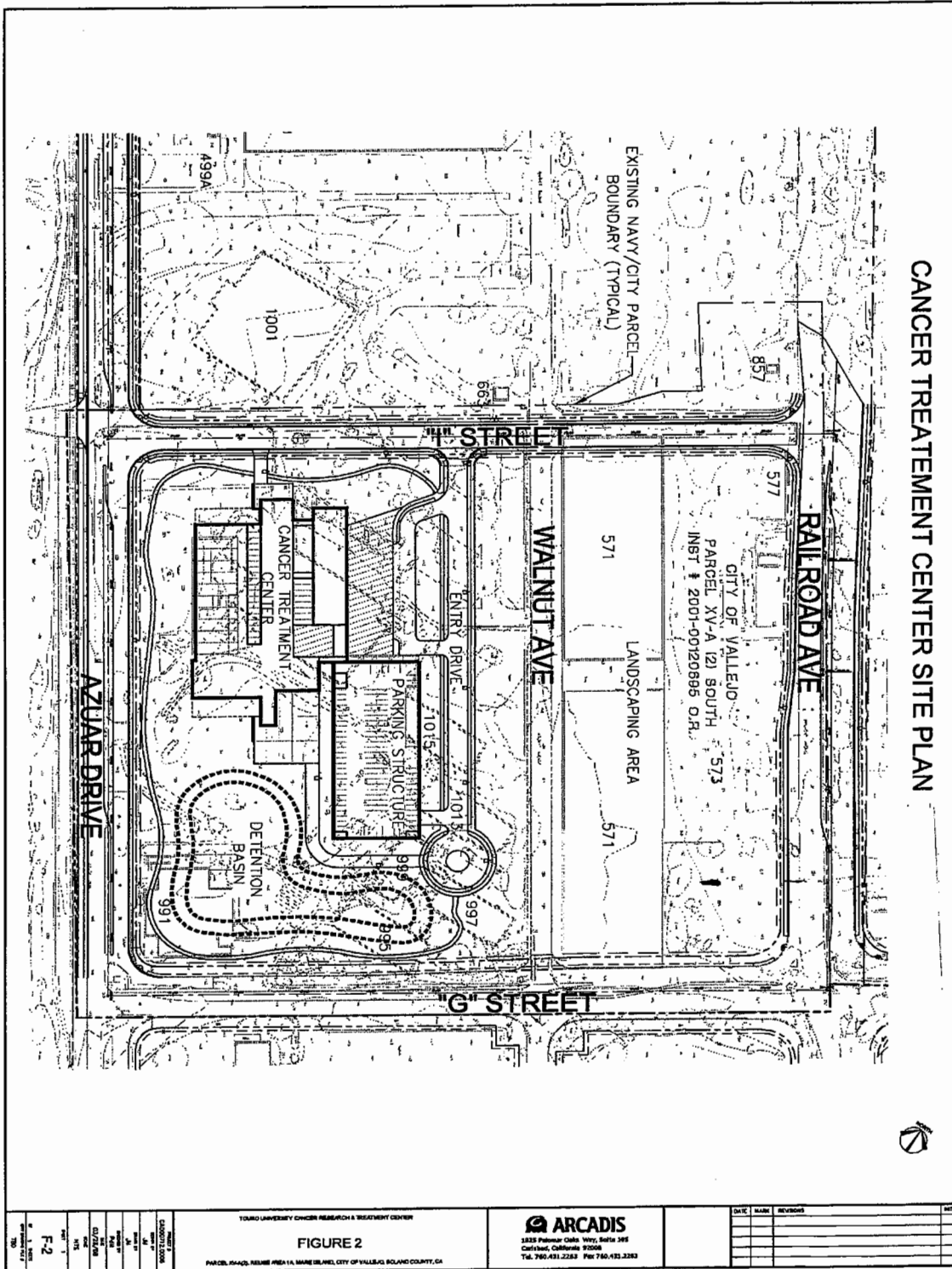
COMMENCING AT A POINT LYING N31°09'48"W, 13,647.57 FEET FROM A STANDARD USC&GS BRASS DISC STAMPED "MARE ID SE 1852 1932" LOCATED ON THE HIGHEST AND MOST EASTERLY OF THE TWO PEAKS ON MARE ISLAND AND REFERRED TO AS "SEMARE" WITH NAD 83 ZONE II COORDINATES OF N1789849.0637, E6488254.0248, AS SHOWN AND DELINEATED ON THAT CERTAIN RECORD OF SURVEY FILED FOR RECORD IN BOOK 24 R.S. AT PAGES 12 THROUGH 13 INCLUSIVE, SOLANO COUNTY RECORDS, FROM WHICH A 2 1/2" ALUMINUM DISK STAMPED "MARE ISLAND CONTROL POINT, MCGILLMARTINSELF, INC. ORINDA, CA., 3" AND REFERRED TO AS "HCN3" ON SAID MAP BEARS N35°54'10"W, 17,225.54 FEET; SAID POINT OF COMMENCEMENT ALSO BEING THE EASTERNMOST POINT OF SAID "PARCEL XV"; THENCE FROM SAID POINT OF COMMENCEMENT ALONG THE SOUTHERN LINE OF SAID "PARCEL XV" S54°18'02"W, 51.13 FEET TO THE TRUE POINT OF BEGINNING;

Exhibit B

- 1) THENCE FROM SAID TRUE POINT OF BEGINNING CONTINUING ALONG SAID SOUTHERN LINE S54°18'02"W, 1,138.98 FEET;
- 2) THENCE LEAVING SAID SOUTHERN LINE N36°31'46"W, 1,032.72 FEET;
- 3) THENCE N54°06'55"E, 836.46 FEET;
- 4) THENCE N36°44'23"E, 70.38 FEET;
- 5) THENCE N54°14'14"E, 62.11 FEET;
- 6) THENCE N37°34'49"W, 148.39 FEET;
- 7) THENCE N53°59'44"E, 184.06 FEET;
- 8) THENCE S36°07'51"E, 1,205.94 FEET TO THE TRUE POINT OF BEGINNING

# EXHIBIT C

## Project Site Plan



CANCER TREATMENT CENTER SITE PLAN

<p>12040 UNIVERSITY CENTER RESEARCH &amp; TREATMENT CENTER</p> <p><b>FIGURE 2</b></p> <p>PARCEL 06423, NEWMER AREA 1A, MARINE ISLAND, CITY OF VALLEJO, SOLANO COUNTY, CA</p>		<p><b>ARCADIS</b></p> <p>1835 Palmour Oaks Way, Suite 305          California, California 94508          TEL 760.431.2283 Fax 760.432.2283</p>	<table border="1"> <thead> <tr> <th>DATE</th> <th>BY</th> <th>REVISIONS</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	DATE	BY	REVISIONS																				
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NO. 1	DATE	BY	REVISIONS																							

## EXHIBIT D

### Project Infrastructure and Demolition Schedule

Touro Cancer Treatment Research Facility

Project 1  
Parcel XV-(A)2

ARCADIS, 2008

Project 1				
Line Item	Construction Start	Duration	Construction End	Comments
Azuar Drive Full Width Improvements including underground utilities	First Quarter, 2009	11 months	4th Quarter, 2009	Does not include potential IR-17 Workplan remediation
Hwy 37 Interchange Improvements	3rd Quarter, 2009	10 months	2nd Quarter, 2010	Includes City and Caltrans Inspections, etc.
Railroad Avenue Permanent Improvements ('G' Street to 'I' Street only)	3rd Quarter, 2009	3 months	3rd Quarter, 2009	
'I' Street Full Width Improvements	4th Quarter, 2009	4 months	1st Quarter, 2010	
'G' Street Improvements	First Quarter, 2010	4 months	2nd Quarter, 2010	
Interim Railroad Improvements (Two Way Traffic)	First Quarter, 2010	4 months	2nd Quarter, 2010	

Notes: 1) 'Private' Improvements for each Parcel are not included in this schedule. These include storm drain, sewer, water and dry utilities (gas, electric, cable TV, data comm.) laterals to the property line. 2) 'Onsite' Improvements are packaged with the Building construction package, separately. Demolition is not included, 3) Walnut Avenue will be closed only after Interim Railroad Avenue improvements have been completed.

Project 1 Infrastructure Construction Schedule 5 20 08.xlsx

5/20/2008

Exhibit D

**Project 1 Demolition Schedule**  
**Touro University Proposed Cancer Research Center - North Mare Island**  
 Prepared by Arcadis-US, Inc.  
 May 14, 2008

<b>Project 1 Demolition Activity</b>	<b>Start Date</b>	<b>End Date</b>
Contract Negotiation & Mobilization	7/15/2008	9/22/2008
<b>Project 1 Demolition</b>	<b>9/23/2008</b>	<b>6/15/2009</b>
<b>Project 1 Onsite Demolition</b>		
Project 1 West of Walnut Ave. (Includes Buildings 887, 1013, 1015)	9/23/2008	12/15/2008
Survey Pile Caps (Pre & Post Cut)	1/15/2009	6/15/2009
Remainder of the Project 1 On-Site Buildings (Includes Buildings 571, 573, 991, 995, 997, 999)	1/15/2009	6/15/2009
Walnut Ave within Project 1 Parcel A Demolition	1/15/2009	6/15/2009
<b>Project 1 Offsite Demolition</b>		
Prepare Staging/Recycling Area, east of existing Azuar Ave.	1/15/2009	6/15/2009
Azuar Avenue Demolition (Includes Building 617 & 621, 955, 1017, & 1025)	1/15/2009	6/15/2009
Railroad Ave, "I" St. Demolition	1/15/2009	6/15/2009
Highway 37 Interchange Improvements Demolition (Includes Buildings 755, 959, & 989)	1/15/2009	6/15/2009

*Dates for individual building demolition are undetermined at this time. Timing for individual building demolition will be predicated by contractor submittals & construction scheduling.*



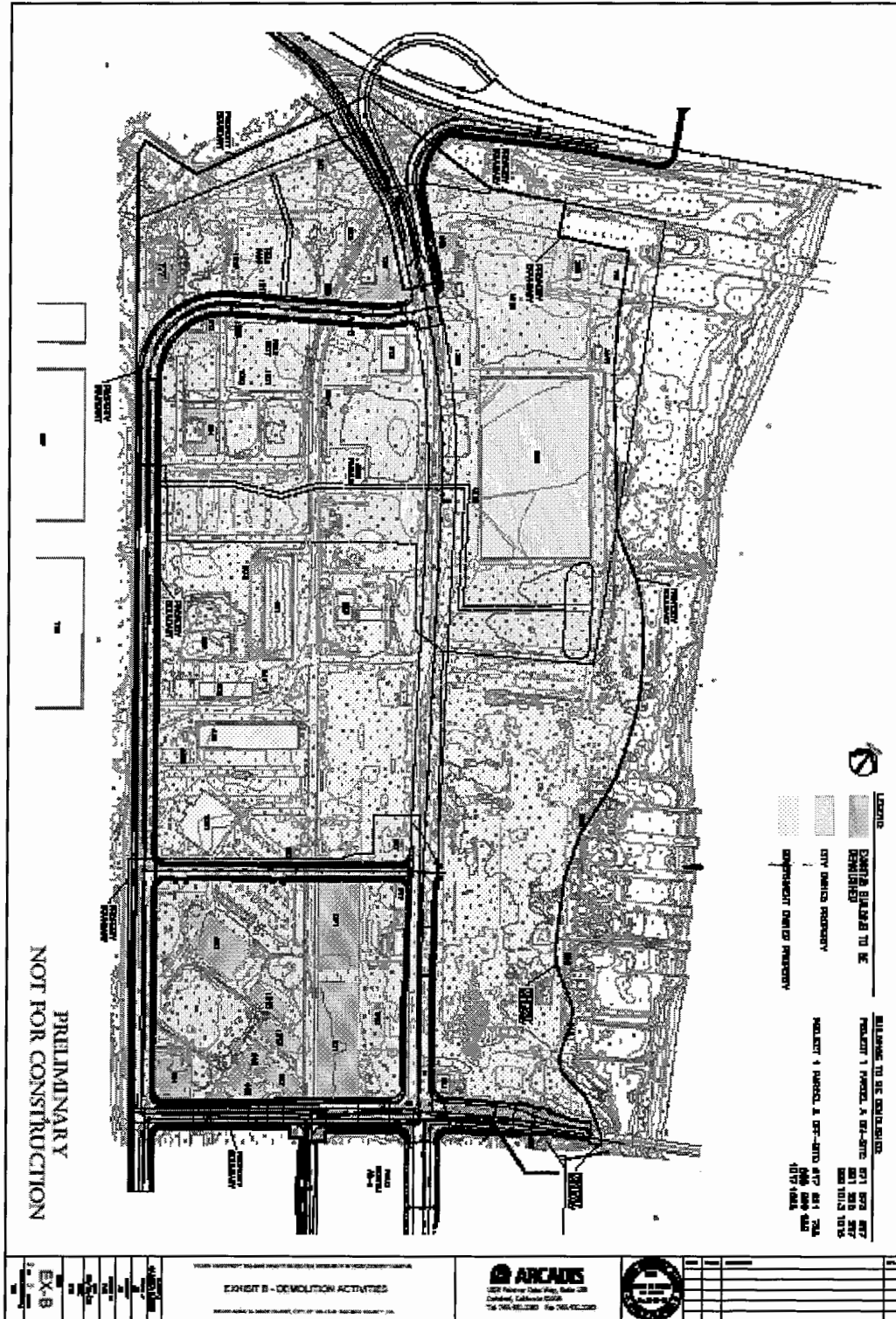
**EXHIBIT E**

Infrastructure Improvements

	North Island Backbone Infrastructure Improvements (Preliminary Cost Estimate)	Ordinary Frontage Improvements (Preliminary Cost Estimate)
Azuar Avenue North of G Street to intersection of Railroad Avenue	\$9,295,514	\$833,701
Railroad Avenue - Parcel XV- A(2) Improvements	\$4,135,729	\$165,572
Existing Railroad Avenue - Interim Improvements	\$233,323	
I Street - Intersection with Railroad Avenue to intersection with Azuar Avenue	\$1,736,707	\$242,114
Offsite Storm Drain to Mare Island Strait	\$743,457	
Route 37 Interchange Improvements	\$4,500,000	
Project 1 Parcel A - G Street R.O.W. Improvements		\$137,322
	\$20,644,730	\$1,378,709

# EXHIBIT F

## Demolition Work




**EXHIBIT G**

List of Taxes, Assessments, Fees and Exactions

**CITY OF VALLEJO**

**Fiscal Year 2007-2008**

**Fee Schedule**

APPROVED BY:   
Robert V. Stout  
Finance Director

**Effective September 1, 2007**

**City of Vallejo Fee Schedule  
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Effective September 1, 2007**

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FY 2007-2008 City of Vallejo - Fee Schedule

Department	ID Classification	Fee	Unit	Type	FY 2007-2008 Fee	Basis for Fee/Comments	
<b>Administrative</b>	1388	Records Research					
	2629	Returned Check Fee			\$37.00	current hourly staff rate	
		<b>Copies of Public Records</b>					
	2684	Copy of copier, electronic, thermal, Xerox, etc.	per page/1st 10		0.40		
	2685	Copy of copier, electrostatic, thermal, Xerox, etc.	Each additional pg		0.20		
	2686	Copy of ozalid: Maps and drawings	1st print		3.20		
	2687	Copy of ozalid: Maps and drawings	Each additional print		1.80		
	2688	Print from microfilm	1st print		8.50		
	2689	Print from microfilm	Each additional print		1.00		
	2590	Extract of document & certification	per page		9.60		
	2691	Certifying existing documents	per document		8.60		
	2592	Set up for listening & monitoring of tapes (deposit required)	per hr		1.00 1 hr minimum		
	2693	Copies of audio tapes	each tape		10.00		
	2594	Active record searches	per hour			Fee based on current actual hourly rates	
	2595	Search for inactive records in storage (deposit required)	per hr			1/2 hr minimum-Fee based on current actual hourly rates	
	2596	Preparing verbal transcription from tapes (deposit required)	per hr			1/2 hr minimum-Fee based on current actual hourly rates	
	2597	Documents in stock & printed	each page		0.20		
	2598	Documents in stock & printed	1st 10 pgs & each additional page with binder		0.10		
	2599	Vallejo Municipal Code				Fee based on current retail sales prices & subject to change without notice.	

FY 2007-2008 City of Vallejo - Fee Schedule

Department	ID Classification	Fee	Unit	Type	FY 2007-2008 Fee	Basis for Fee/Comments
<b>Administrative</b>						
	2600	Administrative Manual	with binder			Fee based on current retail sales prices & subject to change without notice.
	2601	Uniform Codes: Building	Per Code			Fee based on current retail sales prices & subject to change without notice.
	2602	Uniform Codes: Electrical	Per Code			Fee based on current retail sales prices & subject to change without notice.
	2603	Uniform Codes: Fire Prevention	Per Code			Fee based on current retail sales prices & subject to change without notice.
	2604	Uniform Codes: Housing	Per Code			Fee based on current retail sales prices & subject to change without notice.
	2605	Uniform Codes: Mechanical	Per Code			Fee based on current retail sales prices & subject to change without notice.
	2606	Uniform Codes: Plumbing	Per Code			Fee based on current retail sales prices & subject to change without notice.
	2607	Video Tapes			25.00	
	2608	Standard Specifications	per set		54.00	
	2608	Police Accident Reports & Photographs	per report		10.00	
	2610	Police Accident Reports & Photographs	Each additional		2.10	
	2611	Police Accident Reports & Photographs	Per photograph		2.10	
	2612	Police Accident Reports & Photographs	Each additional		1.00	

FY 2007-2008 City of Vallejo - Fee Schedule

Department	ID Classification	Fee	Unit	Type	FY 2007-2008 Fee	Basis for Fee/Comments
<b>Administrative</b>						
	2613	Budget/Annual Financial Reports(CAFR)	per copy		26.00	
	2614	Special reports prepared by consultants	per report			Actual cost of reproducing copy of report or reissue, plus 10% for handling
	2615	Computer Data-Use of equipment & personnel	per hour		16.00	
	2616	Copies of Compact Disc (CD)	each CD		0.50	

FY 2007-2008 City of Vallejo - Fee Schedule

Department	ID	Classification	Fee	Unit	Type	FY 2007-2008 Fee	Basis for Fee/Comments
<b>Fire Department</b>							
<b>Base Inspection Fees by Occupancy Type</b>							
	2524	Pre-inspection of residential facilities: Residential Care facilities 25 or less				54.00	
	2525	Pre-inspection of residential facilities: Residential Care facilities 26 or more				112.00	
	2526	New or relocated business inspections				141.00	
	2527	Clinics requiring licensing clearance				141.00	
	2528	Residential Facilities (licensed): R-2.1 RF & RCFE more than 6 non-amb.				141.00	
	2529	Residential Facilities (licensed): R-2.1A RF & RCFE 6 or less non-amb.				-	
	2530	Residential Facilities (licensed): R-2.2 RF & RCFE more than 6 amb.				141.00	
	2532	Residential Occupancies (non-licensed): Hotels, motels, apartment houses.				243.00	
	2533	Residential Occupancies (non-licensed): Congregate residences (over 10 persons)				141.00	
	2534	Family Day Care (7-12)				141.00	
	2547	2A Nursing & Children Home, 6 or less (ambulatory)				-	



FY 2007-2008 City of Vallejo - Fee Schedule

Department	ID Classification	Fee	Unit	Type	FY 2007-2008 Fee	Basis for Fee/Comments
<b>Fire Department</b>						
	2548	I-3 Jails & Mental Hospitals: 100 or more inmates			352.00	
	2549	I-3 Jails & Mental Hospitals: 21-99 inmates			243.00	
	2550	I-3 Jails & Mental Hospitals: 1-20 inmates			141.00	
	2551	High-rise Certification			141.00	
	2552	Compliance follow-up in business occupancies			107.00	per hour
<b>Institutional Occupancies</b>						
	2540	I-1 Nursery, Hospital or Nursing Home (non-amb): 100 or more patients			459.00	
	2541	I-1 Nursery, Hospital or Nursing Home (non-amb): 21-99 patients			352.00	
	2542	I-1 Nursery, Hospital or Nursing Home (non-amb): 7-20 patients			243.00	
	2543	I-1 Nursery, full-time care of children under 6 years of age			352.00	
	2544	I-2 Nursing & Children Homes (ambulatory): 100 or more persons			352.00	
	2545	I-2 Nursing & Children Homes (ambulatory): 21-99 persons			243.00	
	2546	I-2 Nursing & Children Homes (ambulatory): 7-20 persons			141.00	
<b>Duplication Services</b>						
	2569	Copies of incident reports			10.00	each
	2570	Copies of documents (business sizes)			0.20	per page
	2571	Copies of photographs			2.10	

FY 2007-2008 City of Vallejo - Fee Schedule

Department	ID Classification	Fee	Unit	Type	FY 2007-2008 Fee	Basis for Fee/Comments
<b>Fire Department</b>						
<b>Fire Safety Inspections</b>						
2453	Various				141.00	Per hour Actual Costs
2454	Stand By				141.00	
2455	Aerosol Products				141.00	
2457	Aircraft refueling vehicles				141.00	
2458	Aircraft repair hangers				141.00	
2459	Automobile wrecking yard				141.00	
2460	Bowling pin or alley refinishing				141.00	
2461	Building Plan Review				352.00	
2462	Candles and open flame in assembly areas				141.00	
2463	Cemeterials & Fairs				141.00	
2464	Cellulose nitrate film				141.00	
2465	Cellulose nitrate storage				141.00	
2466	Combustible fiber storage				141.00	
2467	Combustible material storage				141.00	
2468	Compressed gases Cryogenics				141.00	
2469	Dry cleaning plants				141.00	
2470	Dust-producing operations				141.00	
2471	Explosives or blasting agents				141.00	
2471	Fire hydrants & water control valves				141.00	
2472	Fireworks display, public				141.00	
2473	Flammable or combustible liquid tanks (above ground); Annual permit to store				141.00	
2474	Flammable or combustible liquid tanks (above ground); Permit to install				141.00	
2486	Fumigation or thermal insecticide fogging				16.00	
2487	Garages, repair				141.00	

FY 2007-2008 City of Vallejo - Fee Schedule

Department	ID Classification	Fee	Unit	Type	FY 2007-2008 Fee	Basis for Fee/Comments
<b>Fire Department</b>						
2488		Hazardous materials and production materials			141.00	
2489		High-piled combustible storage			141.00	
2490		Junk Yards			141.00	
2492		Liquid or gas fueled equipment (in assembly buildings)			141.00	
2494		LPG Dispensing			249.00	
2495		Lumber Yards			136.00	
2496		Magnesium working			141.00	
2497		Mail, covered: Temporary kiosks, etc.			141.00	
2498		Mail, covered: As Assembly			141.00	
2499		Mail, covered: Open flame or flame-producing device			141.00	
2500		Mail, covered: Display liquid or gas fueled equipment			141.00	
2501		Matches			141.00	
2502		Nitrate film (see cellulose nitrate film)			141.00	
2503		Occupant load increase			101.00	
2504		Open Burning			141.00	
2505		Organic Coatings			141.00	
2506		Ovens, industrial baking or drying			141.00	
2507		Parade floats			141.00	
2508		Pieces of Assembly: A-1			141.00	
2509		Pieces of Assembly: A-2 & A-2.1			141.00	
2510		Pieces of Assembly: A-3			141.00	
2511		Pieces of Assembly: A-4			141.00	
2512		Pyroelectric special effects materials			141.00	
2513		Radioactive materials			141.00	
2514					141.00	

**FY 2007-2008 City of Vallejo - Fee Schedule**

Department	ID Classification	Fee	Unit	Type	FY 2007-2008 Fee	Basis for Fees/Comments
<b>Fire Department</b>						
	2515	Refrigeration Equipment			141.00	
	2516	Repair of Automatic Fire Sprinkler System			88.00	
	2517	Spraying or Dipping			141.00	
	2518	Tents and Air-Supported Structures			141.00	
	2519	Tire Recapping			141.00	
	2520	Tire Storage			141.00	
	2521	Waste Material Handling Plant			141.00	
	2522	Welding & Cutting Operations			141.00	
	2523	Late or non-renewal of permit			54.00	
		<b>Flammable or combustible liquid tanks (underground)</b>				
	2475	Annual permit to store, 1-3 tanks			243.00	
	2476	New tank installation, 1-3 tanks			1,109.00	
	2477	New tank installation, 1-3 tanks: 14-day extension			54.00	
	2478	New tank installation, 1-3 tanks: State of California Surcharge (per tank)			60.00	
	2479	Abandonment of removal, 1-3 tanks			677.00	
	2480	Abandonment of removal, 1-3 tanks: 14-day extension			54.00	
	2481	Temporary Closure, 1-3 tanks			352.00	
	2482	Modifications or Repairs, 1-3 tanks			146.00	
	2483	Modifications or Repairs, 1-3 tanks: 14-day extension			54.00	
	2484	Precision tank testing (per site)			42.00	
		<b>Permits Required Under Article 4, Unified Fire Code</b>				
	2485	Fuel Ripening			142.00	

FY 2007-2008 City of Vallejo - Fee Schedule

Department	ID Classification	Fee	Unit	Type	FY 2007-2008 Fee	Basis for Fee/Comments
<b>Fire Department</b>						
<b>Plan Review Fees</b>						
2553	Automatic fire extinguishing systems (no-sprinkler types)	500.00			500.00	
2554	Fire alarm systems	500.00			500.00	
2555	Fire detection systems	141.00			141.00	
2556	Installation of liquid petroleum gas tanks	141.00			141.00	
2557	Installation of medical gas systems	243.00			243.00	
2558	Installation of spray booths	243.00			243.00	
2559	Site plan review	141.00			141.00	
2560	Fire alarms in R2.2A & R2.1A	141.00			141.00	
2561	New building plan review for Fire Code provisions compliance	352.00			352.00	
2562	Fire flow calculations			Hourly rate plus \$5/building		
2563	Monitoring equipment for sprinkler/alarm systems	141.00			141.00	
2564	Residential tenant improvements	83.00			83.00	
2565	Underground fire service installation (for applications other than single-family dwellings)	141.00			141.00	
2566	Automatic Fire Sprinkler Systems	500.00			500.00	
2567	Uniform Fire Code plan reviews for current hourly rate outside agencies			Current hourly rate for outside agencies		
<b>Private Education Facilities</b>						
2535	Private Education Facilities: Private School (K-12) 50 or more students	243.00			243.00	
2536	Private Education Facilities: Private School (K-12) 1-49 students	141.00			141.00	
2537	Private Education Facilities: Private Day Care 50 or more children	141.00			141.00	

FY 2007-2008 City of Vallejo - Fee Schedule

Department	ID Classification	Fee	Unit	Type	FY 2007-2008 Fee	Basis for Fee/Comments
<b>Fire Department</b>						
	2538	Private Education Facilities: Private Day Care 13-49 children			141.00	
	2539	Private Education Facilities: Private Day Care 1-12 children			141.00	
	2568	<b>Special Inspections and/or Standby</b> If inspections are requested to be on holidays, weekends, or after the normal working hours of the Fire Prevention Division (7:30am-6pm), a hourly rate of \$157 and an Admin. Fee of \$28 will be charged for each hour, or fraction thereof.				\$161 per hour + \$27 administrative fee
	2572	<b>Special Services</b> Personnel	per hr			Per Hour of Actual Cost
	2573	Apparatus (per unit)	per hr		25.00	per hr
	2575	Emergency Medical Services (non-resident)			405.00	
	2576	Rescue/Extrication			846.00	
	2577	Property Protection			570.00	
	2578	Controlled Structural Burn Fee			4,810.00	
	2579	Controlled Burn of Grass Areas (minimum charge per square ft)	Per Square Foot		0.06	
	2581	Cost recovery for malitious or negligent false alarms (per occurrence)			453.00	
	2582	Cost recovery for response to illegal or negligent fires (per occurrence)			453.00	
	2583	Cost recovery for responses and litigation efforts involving hazardous materials releases.				per fee schedule
	2688	Negligent False Alarms				453.00 In new construction, the third and all subsequent alarms are considered negligent; Proposed Fee remains the same

FY 2007-2008 City of Vallejo - Fee Schedule

Department	ID Classification	Fee	Unit	Type	FY 2007-2008 Fee	Basis for Fee/Comments
<b>Police Department</b>						
2816		Concealed Weapon renewal (2 years)			133.00	
2817		Concealed Weapon permit (4 years)			295.00	
<b>Record Services</b>						
2818		Reports			10.00	
2819		Background Checks			21.00	
2820		Impounded Vehicles			96.00	
2821		Veto Impounds			169.00	
2822		Repossessed Vehicles			3.20	
2823		Bicycle License			5.30	
2828		Dance/Sound/ABC Review			26.00	

**FY 2007-2008 City of Vallejo - Fee Schedule**  
**Building Permit Fees (2 Pages)**

ID	Valuation Range	FY 2007-2008 Fee	Basis for Fee/Comments
<b>Building</b>			
	\$1—\$500 -	\$90	See Building Valuation Table, Attachment 5
	\$501—\$3,800 -	\$90 for the first \$500 plus \$7.88 for each additional \$100.00, or a fraction thereof, to and including \$3,800	
	\$3,801—\$44,000 -	\$350 for the first \$3,800 plus \$8.71 for each additional \$1,000, or fraction thereof, to and including \$44,000	See Building Valuation Table, Attachment 5
	\$44,001—\$236,000 -	\$700 for the first \$44,000 plus \$8.07 for each additional \$1,000, or fraction thereof, to and including \$236,000	See Building Valuation Table, Attachment 5
	\$236,001—\$480,000 -	\$2,250 for the first \$236,000 plus \$7.85 for each additional \$1,000, or fraction thereof, to and including \$480,000	See Building Valuation Table, Attachment 5
	\$480,001—\$1,200,000 -	\$4,165 for the first \$480,000 plus \$6.02 for each additional \$1,000, or fraction thereof, to and including \$1,200,000	See Building Valuation Table, Attachment 5
	\$1,200,001 and up -	\$8,500 for the first \$1,200,000 plus \$3.65 for each additional \$1,000, or fraction thereof	See Building Valuation Table, Attachment 5
	Plan check	70% of building permit fee	
	Title 24	65% of building permit fee	
	Electrical Permit	20% of building permit fee	
	Mechanical Permit	25% of building permit fee	
	Plumbing Permit	30% of building permit fee	
	Technology Surcharge	8% of building permit fee	



# FY 2007-2008 City of Vallejo - Fee Schedule

## Building Permit Fees (2 Pages)

ID	Valuation Range	FY 2007-2008 Fee	Basis for Fee/Comments
<b>Building</b>			
<b>Additional Surcharges: Add-In To Above Fees:</b>			
1501	Construction & Demolition Debris Fee	\$370	This Fee has not been included in the Fee amounts above, add it in.
2700	General Plan Update Fee	7%	
2701	Permit Streamlining Fee	3%	This Fee has not been included in the Fee amounts above, add it in.
2702	State "SMIP" Fee (Strong Motion Instrumentation Program" Fee)	See Attachment 4	California Public Resource Code Section 2700 to 2709.1 Code Section 2705 Lists Fee Amount Calculation
2703	Building Permit Valuation Table	See Attachment 5	Table for Determining Building Valuation
2704	Inspections outside normal business hours (minimum charge—two hours) - \$129 per hour <sup>1</sup>		
2705	Re-inspection fees assessed under provisions of Section 305.8 - \$129 per hour <sup>1</sup> Inspections for which no fee is specifically indicated - (Minimum charge—one-half hour) \$129 per hour <sup>1</sup>		
2706	Additional plan review required by changes, additions or revisions to plans (minimum charge—one-half hour) - \$129 per hour <sup>1</sup>		
2707	Code Enforcement cases may be billed to violator at \$129 per hour <sup>1</sup>		
2708	For use of outside consultants for checking plans and inspections, or both - Actual Costs <sup>2</sup>		

<sup>1</sup> Or the hourly cost to the jurisdiction, whichever is greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved.

<sup>2</sup> Actual costs include administrative and overhead costs.

**FY 2007-2008 City of Vallejo - Fee Schedule**

**Electrical Permit Fees (2 Pages)**

ID	Valuation Range	FY 2007-2008 Fee	Basis for Fee/Comments
<b>Electrical</b>	\$1—\$500 -	\$90	
	\$501—\$3,800 -	\$90 for the first \$500 plus \$7.88 for each additional \$100.00, or a fraction thereof, to and including \$3,800	
	\$3,801—\$44,000 -	\$350 for the first \$3,800 plus \$8.71 for each additional \$1,000, or fraction thereof, to and including \$44,000	
	\$44,001—\$236,000 -	\$700 for the first \$44,000 plus \$8.07 for each additional \$1,000, or fraction thereof, to and including \$236,000	
	\$236,001—\$480,000 -	\$2,250 for the first \$236,000 plus \$7.85 for each additional \$1,000, or fraction thereof, to and including \$480,000	
	\$480,001—\$1,200,000 -	\$4,165 for the first \$480,000 plus \$6.02 for each additional \$1,000, or fraction thereof, to and including \$1,200,000	
	\$1,200,001 and up -	\$8,500 for the first \$1,200,000 plus \$3.65 for each additional \$1,000, or fraction thereof	
	Plan check		70% of electrical permit fee
	Title 24		65% of electrical permit fee
	Technology Surcharge		8% of electrical permit fee

**FY 2007-2008 City of Vallejo - Fee Schedule**

**Electrical Permit Fees (2 Pages)**

ID	Valuation Range	FY 2007-2008 Fee	Basis for Fee/Comments
<b>Electrical</b>			
<b>Additional Surcharges: Add-In To Above Fees:</b>			
1501	Construction & Demolition Debris Fee	\$370	This Fee has not been included in the Fee amounts above, add it in.
2800	General Plan Update Fee	7%	
2801	Permit Streamlining Fee	3%	This Fee has not been included in the Fee amounts above, add it in.
2802	Inspections outside normal business hours (minimum charge—two hours) - \$129 per hour <sup>1</sup>		
2803	Re-inspection fees assessed under provisions of Section 305.8 - \$129 per hour <sup>1</sup> Inspections for which no fee is specifically indicated - (Minimum charge—one-half hour) \$129 per hour <sup>1</sup>		
2804	Additional plan review required by changes, additions or revisions to plans (minimum charge—one-half hour) - \$129 per hour <sup>1</sup>		
2805	Code Enforcement cases may be billed to violator at \$129 per hour <sup>1</sup>		
2806	For use of outside consultants for checking plans and inspections, or both - Actual Costs <sup>2</sup>		

1 Or the hourly cost to the jurisdiction, whichever is greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved.

2 Actual costs include administrative and overhead costs.

**FY 2007-2008 City of Vallejo - Fee Schedule**  
**Mechanical Permit Fees (2 Pages)**

ID	Valuation Range	FY 2007-2008 Fee	Basis for Fee/Comments
<b>Mechanical</b>	\$1—\$500 -	\$90	
	\$501—\$3,800 -	\$90 for the first \$500 plus \$7.88 for each additional \$100.00, or a fraction thereof, to and including \$3,800	
	\$3,801—\$44,000 -	\$350 for the first \$3,800 plus \$8.71 for each additional \$1,000, or fraction thereof, to and including \$44,000	
	\$44,001—\$236,000 -	\$700 for the first \$44,000 plus \$8.07 for each additional \$1,000, or fraction thereof, to and including \$236,000	
	\$236,001—\$480,000 -	\$2,250 for the first \$236,000 plus \$7.85 for each additional \$1,000, or fraction thereof, to and including \$480,000	
	\$480,001—\$1,200,000 -	\$4,165 for the first \$480,000 plus \$6.02 for each additional \$1,000, or fraction thereof, to and including \$1,200,000	
	\$1,200,001 and up -	\$8,500 for the first \$1,200,000 plus \$3.65 for each additional \$1,000, or fraction thereof	
	Plan check?	70% of mechanical permit fee	
	Title 24	65% of mechanical permit fee	
	Technology Surcharge	8% of mechanical permit fee	

**FY 2007-2008 City of Vallejo - Fee Schedule**  
**Mechanical Permit Fees (2 Pages)**

ID	Valuation Range	FY 2007-2008 Fee	Basis for Fee/Comments
<b>Mechanical</b>			
<b>Additional Surcharges: Add-In To Above Fees:</b>			
1501	Construction & Demolition Debris Fee	\$370	This Fee has not been included in the Fee amounts above, add it in.
2900	General Plan Update Fee	7%	
2901	Permit Streamlining Fee	3%	This Fee has not been included in the Fee amounts above, add it in.
2902	Inspections outside normal business hours (minimum charge—two hours) - \$129 per hour <sup>1</sup>		
2903	Re-inspection fees assessed under provisions of Section 305.8 - \$129 per hour <sup>1</sup> Inspections for which no fee is specifically indicated - (Minimum charge—one-half hour) \$129 per hour <sup>1</sup>		
2904	Additional plan review required by changes, additions or revisions to plans (minimum charge—one-half hour) - \$129 per hour <sup>1</sup>		
2905	Code Enforcement cases may be billed to violator at \$129 per hour <sup>1</sup>		
2906	For use of outside consultants for checking plans and inspections, or both - Actual Costs <sup>2</sup>		

<sup>1</sup> Or the hourly cost to the jurisdiction, whichever is greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved.

<sup>2</sup> Actual costs include administrative and overhead costs.

**FY 2007-2008 City of Vallejo - Fee Schedule**  
**Plumbing Permit Fees (2 Pages)**

ID	Valuation Range	FY 2007-2008 Fee	Basis for Fee/Comments
<b>Plumbing</b>			
	\$1—\$500 -	\$90	
	\$501—\$3,800 -	\$90 for the first \$500 plus \$7.88 for each additional \$100.00, or a fraction thereof, to and including \$3,800	
	\$3,801—\$44,000 -	\$350 for the first \$3,800 plus \$8.71 for each additional \$1,000, or fraction thereof, to and including \$44,000	
	\$44,001—\$236,000 -	\$700 for the first \$44,000 plus \$8.07 for each additional \$1,000, or fraction thereof, to and including \$236,000	
	\$236,001—\$480,000 -	\$2,250 for the first \$236,000 plus \$7.85 for each additional \$1,000, or fraction thereof, to and including \$480,000	
	\$480,001—\$1,200,000 -	\$4,165 for the first \$480,000 plus \$6.02 for each additional \$1,000, or fraction thereof, to and including \$1,200,000	
	\$1,200,001 and up -	\$8,500 for the first \$1,200,000 plus \$3.65 for each additional \$1,000, or fraction thereof	
	Plan check		70% of plumbing permit fee
	Title 24		65% of plumbing permit fee
	Technology Surcharge		8% of plumbing permit fee

8/30/2007

Effective September 1, 2007

**FY 2007-2008 City of Vallejo - Fee Schedule**  
**Plumbing Permit Fees (2 Pages)**

ID	Valuation Range	FY 2007-2008 Fee	Basis for Fee/Comments
<b>Plumbing</b>			
<b>Additional Surcharges: Add-In To Above Fees:</b>			
1501	Construction & Demolition Debris Fee	\$370	This Fee has not been included in the Fee amounts above, add it in.
2900	General Plan Update Fee	7%	
2901	Permit Streamlining Fee	3%	This Fee has not been included in the Fee amounts above, add it in.
2902	Inspections outside normal business hours (minimum charge—two hours) - \$129 per hour <sup>1</sup>		
2903	Re-inspection fees assessed under provisions of Section 305.8 - \$129 per hour <sup>1</sup> inspections for which no fee is specifically indicated - (Minimum charge—one-half hour) \$129 per hour <sup>1</sup>		
2904	Additional plan review required by changes, additions or revisions to plans (minimum charge—one-half hour) - \$129 per hour <sup>1</sup>		
2905	Code Enforcement cases may be billed to violator at \$129 per hour <sup>1</sup>		
2906	For use of outside consultants for checking plans and inspections, or both - Actual Costs <sup>2</sup>		

<sup>1</sup> Or the hourly cost to the jurisdiction, whichever is greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved.

<sup>2</sup> Actual costs include administrative and overhead costs.

FY 2007-2008 City of Vallejo - Fee Schedule

Fee	Type	FY 2007-2008 Fee Only	FY 2007-2008 General Plan 7% Fee	FY 2007-2008 Permit Streamlining 3% Fee	FY 2007-2008 Total Fee	Basis for Fee/Comments
<b>Planning Division</b>						
<i>See below for Separate List of Marin Island Project Fees</i>						
Administrative Permit		\$470	\$33	\$14	\$517	
Annexations		-	-	-	-	Fee based on current actual hourly rates, times actual time to process, Plus State & County Fees.
Appeal to Commission		440	31	13	484	Plus Public Notice List Fee
Appeal to Council		440	31	13	484	Plus Public Notice List Fee
CEQA - Environmental Impact Report		-	-	-	-	Consultant contract plus 34% of contract
CEQA - Mitigated Negative Declaration		6,630	464	199	7,293	
CEQA - Negative Declaration		4,880	342	146	5,368	
Certificate of Appropriateness	All Other	450	32	14	495	
Certificate of Appropriateness	>100 Square Feet	1,680	118	50	1,848	
Certificate of Appropriateness	Demolitions	2,390	167	72	2,629	
Certificate of Compliance		1,350	95	41	1,485	
Certificate of Conformity		1,470	103	44	1,617	
Development Agreement		-	-	-	-	Fee based on current actual hourly rates, times actual time to process
Development Agreement	Amendments	-	-	-	-	Fee based on current actual hourly rates, times actual time to process
Development Agreement	Review	-	-	-	-	Fee based on current actual hourly rates, times actual time to process
Development Agreement		10,950	767	329	12,045	
General Plan Amendment		1,750	123	53	1,925	
Lot Line Adjustment		1,300	91	39	1,430	
Minor Exemption		1,400	98	42	1,540	
Minor Use Permit	General	1,420	99	43	1,562	
Minor Use Permit	Day Care	397	28	12	437	
Minor Use Permit	Second Unit Review	2,340	164	70	2,574	
Parcel Map		1,320	92	40	1,452	
Parcel Map Amendment		860	60	26	946	
Parcel Map Extension		860	60	26	946	
Parcel Map Time Extension		25%				25% of applicable plan fee
Planned Development	Amendment					
Planned Development	Unit Plan (Modal Home)	2,010	141	60	2,211	
Planned Development	Unit Plan (Staff)	4,020	281	121	4,422	

8/30/2007

Effective September 1, 2007



FY 2007-2008 City of Vallejo - Fee Schedule

Fee	Type	FY 2007-2008 Fee Only	FY 2007-2008 General Plan 7% Fee	FY 2007-2008 Permit Streamlining 3% Fee	FY 2007-2008 Total Fee	Basis for Fee/Comments
<b>Planning Division</b>						
<i>See below for Separate List of More Island Project Fees</i>						
Planned Development	Unit Plan (Single family)	4,300	301	129	4,730	
Planned Development	Unit Plan (Commission)	8,490	594	255	9,339	
Planned Development	Unit Plan (Council)	23,830	1,668	715	26,213	
Planned Development	Master Plan (5+ acres or .5 FAR)	28,120	1,968	844	30,932	
Planned Development	Master/Unit Plans (5+ acres or .5 FAR)	34,510	2,416	1,035	37,961	
Public Convenience or Necessity		2,970	208	89	3,267	
Public Notice Lists (200 feet)		190	13	6	209	
Public Notice Lists (500 feet)		530	37	16	583	
Rezoning, Prezoning, Code Text Amendment		10,370	726	311	11,407	
Sign Master Plan/Program		550	39	17	605	
Sign Permits	Painted, Face Changes	180	13	5	198	
Sign Permits	All Others	280	20	8	308	
Site Development	Extension	650	46	20	715	
Site Development	Model Home	2,160	151	65	2,376	
Site Development	Existing single-family	2,860	200	86	3,146	
Site Development	New single-family	3,090	216	93	3,399	
Site Development	Other existing uses	3,260	228	98	3,586	
Site Development	Existing single family (View District)	4,090	286	123	4,499	
Site Development	Other new uses (0-5,000 SF)	4,270	299	128	4,697	
Site Development	New single-family (View District)	4,710	330	141	5,181	
Site Development	Other new uses (>5,000 SF)	4,790	335	144	5,269	
Site Development	Multi-family	4,820	337	145	5,302	
Special Request	Clerical-Per Hour	-	-	-	-	Current Hourly Rate
Special Request	Planners, graphics- Per Hour	-	-	-	-	Current Hourly Rate for Planners, graphics- Per Hour
Special Request		-	-	-	-	Materials plus current hourly staff rate
Specific Plan Amendment		-	-	-	-	Fee based on current actual hourly rates, times actual time to process
Specific Plan New		-	-	-	-	Fee based on current actual hourly rates, times actual time to process
Tentative Map	5 - 20 lots	5,730	401	172	6,303	
Tentative Map	21 - 50 lots	9,160	641	275	10,076	
Tentative Map	over 50 lots	11,010	771	330	12,111	
Tentative Map Amendment	Amendments	33%				33% of applicable tentative map fee
Tentative Map Extensions	Extensions	4,380	307	131	4,818	

**FY 2007-2008 City of Vallejo - Fee Schedule**

Fee	Type	FY 2007-2008 Fee Only	FY 2007-2008 General Plan 7% Fee	FY 2007-2008 Permit Streamlining 3% Fee	FY 2007-2008 Total Fee	Basis for Fee/Comments
<b>Planning Division</b>						
See below for Separate List of Mare Island Project Fees						
Unit Investigations						
Use Permit	Existing structures	1,240	87	37	1,364	
Use Permit	Off-site signs	2,660	186	80	2,926	
Use Permit	New structures	2,660	186	80	2,926	
Use Permit	Amendment	4,860	340	146	5,346	
Variance		33%				33% of applicable use permit fee
		5,460	382	164	6,006	
<b>Planning Division - Mare Island Fees</b>						
Administrative Permit		\$610	\$43	\$18	\$671	
Certificate of Appropriateness	All Other	730	51	22	803	
Certificate of Appropriateness	Demolition	5,620	393	169	6,182	
Development Agreement	Amendment	-	-	-	-	Fee based on current actual hourly rates, times actual time to process
Development Agreement	Annual Review	-	-	-	-	Fee based on current actual hourly rates, times actual time to process
Parcel Map Amendment	Amendment	33%				33% of Parcel Map
Parcel Map		3,570	250	107	3,927	
Planned Development - Residential	1 - 5 residences	7,600	532	228	8,360	
Planned Development - Residential	5 - 20 residences	12,370	866	371	13,607	
Planned Development - Residential	>20 residences	15,920	1,114	478	17,512	
Planned Development - Commercial	<100,000 square feet	3,752	263	113	4,127	
Planned Development - Commercial	100,000 - 250,000 square feet	9,469	663	284	10,416	
Planned Development - Commercial	>250,000 square feet	13,601	952	408	14,961	
Specific Plan Amendment						Fee based on current actual hourly rates, times actual time to process
Tentative Map	5 - 20 lots	8,970	628	269	9,867	
Tentative Map	over 20 lots	11,710	820	351	12,881	
Tentative Map Amendment		33%				33% of applicable Map Fee
Use Permit		4,510	316	135	4,961	

**FY 2007-2008 City of Vallejo - Fee Schedule**

Fee	Increment Type	FY 2007-2008 Fee	Basis for Fee/Comments
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**Public Works - Engineering Division**

Abandonment of Right of Way (Petition for)		\$1,580	
Address Change/Correction		580	
Apportionment of Assessment		2,820	
Certificate of Map Correction (Through County)		230	
City Specification		0.10	per page
City/Redev Property Use Permit (1 day or weekend use)		1,550	

if a developer chooses to have an accelerated review of grading and/or improvement plans, then the City fees will be 50% of the normal plan review fee, and developer will pay, in advance, 100% of the cost of review by a City selected Consultant.

**Consultant -- Grading Plan Review**

if a developer chooses to have an accelerated review of grading and/or improvement plans, then the City fees will be 50% of the normal plan review fee, and developer will pay, in advance, 100% of the cost of review by a City selected Consultant.

**Consultant -- Public Improvement Plan Review**

Data Request		-	Current Hourly Staff Rate
Encroachment Permit		590	
<b>Excavation Permit Processing Fees</b>		590	
Excavation Inspection Fees	1 to 50-ft of trench	730	Flat Fee
Excavation Inspection Fees	51 to 100-ft of trench	1,110	Flat Fee
Excavation Inspection Fees	101 to 200-ft of trench	2,000	Flat Fee
Excavation Inspection Fees	201 or more ft of trench	1,510	for each 100 Ft. increment

## FY 2007-2008 City of Vallejo - Fee Schedule

Fee	Increment Type	FY 2007-2008 Fee	Basis for Fee/Comments
<b>Public Works - Engineering Division</b>			
<b>Ferry Dock Fee</b>		-	The per day docking fee is based on vessel length as follows: 0-30m \$80; 31-45m \$117; 46-50m \$163; 61-75m \$224 per day.
<b>Flood Map Revision</b>		1,130	
<b>Flood Plain Letter</b>		350	
<b>Grading Inspection Fee</b>			
Grading Permit -- Inspection Fee	0-50 cubic yards	-	No permit required
Grading Permit -- Inspection Fee	51-1,000 cubic yards	200	+ \$580 for each additional 100 cy over 50 cy
Grading Permit -- Inspection Fee	1,001 - 40,000 cubic yards	6,000	+ \$163 per 1,000 cy over 1,000 cy
Grading Permit -- Inspection Fee	over 40,000 cubic yards	12,357	Plus \$60 for each additional 1,000 cy
<b>Grading Plan Check Fee</b>			
Grading - Plan Check Fee	0-50 cubic yards	-	No permit required
Grading - Plan Check Fee	51 -1,000 cubic yards	150	+ \$385 for each 100 cy over 50 cy
Grading - Plan Check Fee	1,001 - 40,000 cubic yards	4,000	+ \$175 for each 1,000 cy over 1,000 cy
Grading - Plan Check Fee	over 40,000 cubic yards	10,825	Plus \$50 for each additional 1,000 cy
<b>Parcel Map/Final Map (Approval or Amendments)</b>			
<b>Plan Re-Check (after 3rd plan review)</b>		6,560	
		230	per sheet
<b>Public Improvement Inspection Fees</b>			
Public Improvements -- Inspection Fees	\$0 - \$500,000	7%	% of Project Cost
Public Improvements -- Inspection Fees	\$500,001 - \$1,000,000	35,000	Plus 8% of project cost above \$500,000
Public Improvements -- Inspection Fees	over \$1,000,000	75,000	Plus 2.8% of project cost above \$1,000,000

## FY 2007-2008 City of Vallejo - Fee Schedule

Fee	Increment Type	FY 2007-2008 Fee	Basis for Fee/Comments
<b>Public Works - Engineering Division</b>			
<b>Public Improvement Plan Check Fee</b>			
Public Improvements - Plan Check Fee	\$0 - \$500,000	4%	% of Project Cost
Public Improvements - Plan Check Fee	\$500,001 - \$1,000,000	20,000	Plus 2.4% of project cost above \$500,000
Public Improvements - Plan Check Fee	over \$1,000,000	32,000	Plus 1% of project cost above \$1,000,000
<b>Quit-Claim (for abandoned easements)</b>			
Sidewalk Permit		990	
Sidewalk Permit	1st 25ft	540	
Special Event Request	add 25ft	190	For each 25ft increment
Street Name Change Request		374	
		3,080	+Cost of signage, to be determined by staff.
<b>Time Extension for Public Improvement Plan</b>			
		-	Time extensions required beyond the two years from the original date of plan approval shall be 10% per year of the original fee for plan checking and inspection.
<b>Utility Easement Agreement</b>			
		1,550	
<b>Benchmark Maintenance</b>			
		140	to be applied to all grading and public improvement project fees
<b>Technology Surcharge</b>			
		4%	to be applied to all engineering fees

**FY 2007-2008 City of Vallejo - Fee Schedule**

ID	Classification	Type	FY 2007-2008 Fee	Basis for Fee/Comments
<b>Code Enforcement</b>				
1	Property Maintenance and Vacant Building Abatement Fixed Incidental Cost	Fee	\$1,010	
2	Abatement Lien Process Administrative Charge	Fee	840	
3	Property Maintenance, Vacant Building, and Abandoned Shopping Cart Enforcement Appeal	Fee	640	
4	Vacant Building Monitoring Fee	Fee	310	
5	Abandoned Shopping Cart Prevention Plan	Fee	1,480	
6	Annual Evaluation Report of Shopping Cart Plan	Fee	220	
7	Modification of Abandoned Shopping Cart Previous Plan	Fee	220	
8	Administrative Charge for Late Administrative Citation Payment	Fee	890	
9	Property Maintenance and Vacant Building Notice of Violation Administrative Charge	Fee	270	

**FY 2007-2008 City of Vallejo - Fee Schedule  
Development Impact Fees and Excise Tax Collected By Building Division**

Department ID	Classification	Fee	Unit	Type	FY 2007-2008 Fee	Basis for Fee/Comments
<b>Development Impact Fees (Collected By Building Division)</b>						
1501	City Excise Tax			Residential	\$3,905.00	Per Unit
				Commercial	0.35	Per square foot
1502	<b>Hiddenbrooke Excise Tax</b> a. Overpass Fund 211 Excise Tax b. Overpass Fund 211 Surcharge c. General Fund 001 Excise Tax		FL 2005-07 \$2,798.68 2,201.34 1,000.00		6,000.00	
1503	City Transportation Impact Mitigation Fee			Commercial	2.43	Per square foot
				Industrial	1.24	Per square foot
				Mult-Family	2,814.00	Per Unit
				Motels/Hotels	2,814.00	Per Unit
				Single-Family	5,002.00	Per Unit

**Area Special District Fees (Collected By Building Division)**

1504	Fire Facilities Impact Mitigation Fee (Northgate Area - Fire Station #7 - See Attachment 1 Diagram)			Residential	134.00	Per Unit
				Non-Residential	148.00	Per 1,000 square foot
1505	Northgate Area Fee District 94-1 (See Attachment 2 Diagram for area)				See Attachment 2	See Engineering for Fee Schedule
1506	Northgate Area Benefit District 93-1 (See Attachment 3 Diagram for Fee amount)				See Attachment 3	Fee set by APN
1507	Sky Valley Improvement Benefit District 95-1 (See Attachment 6 for Diagram of area)				See Attachment 6	See Engineering for Fee Schedule

**FY 2007-2008 City of Vallejo - Fee Schedule**  
**Development Impact Fees and Excise Tax Collected By Building Division**

Department ID	Classification	Fee	Unit	Type	FY 2007-2008 Fee	Basis for Fee/Comments
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**Other Agencies Fees (Non-City) (Collected by Building Division)**

**Greater Vallejo Recreation District Park Fee (GVRD)**

001	1 Bedroom				1,411.27	
	2 Bedrooms				1,881.69	
	3 Bedrooms				2,352.12	
	4 Bedrooms				3,292.96	
	5 Bedrooms or more				4,233.80	
	Adult Mobile Home				752.68	
	Other Mobile Home				1,881.69	

Note: This is a City Fee authorized by VMC Section 3.18.050. In addition, pursuant to VMC Section 3.18.050 (E), the Fees are to be automatically increased each January 1 by the Engineering News Record Construction Cost Index for the San Francisco Bay Area.

**Solano County Public Facilities Fees**

001	Single-Family				8,766.00	
	Multi-Family				8,314.00	
	Second Unit Dwelling				4,456.00	
	Retail				830.00	Per 1,000 square feet
	Office				1,382.00	Per 1,000 square feet
	Industrial				581.00	Per 1,000 square feet
	Warehouse				174.00	Per 1,000 square feet

**Vallejo City Unified School District Fees**

001	Residential				2.24	Per square foot
	Commercial				0.36	Per square foot



**FY 2007-2008 City of Vallejo - Fee Schedule**  
**Public Works - Water Division**  
**Water Meter Cost Schedule - Guidelines**

Meter Size	Max Flow	Installation			Backflow Device			Elevated Storage	Lakes District	Capacity Charges (6A) Water Fee Amount	Capacity Charges (6B) Fleming Hill Fee Amount
		(1) Tap	(2) Set	(3) Double	Reduced Pressure	(4)	(5)				
5/8"	20	2,532.00	308.00	177.00	259.00	1,300.00**	10,000.00***	4,390.00***	2,700.00***		
3/4"	30	2,561.00	336.00	177.00	259.00	1,781.00	13,640.00	4,390.00	2,700.00		
1"	60	2,626.00	372.00	189.00	272.00	1,976.00	17,919.00	9,332.00	4,838.00		
1 1/2"	100	3,203.00	902.00	319.00	464.00	4,056.00	36,905.00	18,376.00	9,964.00		
2"	160	4,172.00	1,773.00	343.00	503.00	6,149.00	56,605.00	30,327.00	15,013.00		
3"	320		Deposit to Administrative Trust			11,427.00	103,305.00	57,108.00	27,892.00		
4"	500		Deposit to Administrative Trust			17,238.00	156,176.00	99,503.00	42,167.00		
6"	1,000		Deposit to Administrative Trust			29,068.00	262,862.00	212,368.00	70,972.00		
8"	1,500		<b>TO BE COMPUTED BY CITY WATER SUPERINTENDENT</b>					346,862.00	106,458.00		

- (1) Cost for tapping the main and installing the service and meter within the right way.
- (2) Cost of meter installation if the box in place and the service is connected to the main.
- (3) A backflow device approved by the Water Division is required on domestic services for multi-family dwellings, commercial services and irrigation services. It is also required for other services where in the judgement of the Water Superintendent, a pollution or contamination condition could exist.
- (4) This is the additional cost pro-rata of pumping and storing if the installation is at too high an elevation to be served by the citywide "grid" pressure area.
- (5) The pro-rata cost of installations that are in the Lakes Benefit District, encompassing service areas outside of City of Vallejo proper.
- (6A) Pro-rata cost of providing capital reserve.
- (6B) Pro-rata cost of improvements at the Water Treatment Plant.
- \* 5/8" meter only available to replace existing service, not applicable to commercial service.
- \*\* Applies to each family dwelling unit above the "grid" elevation.
- \*\*\* Applies to each family dwelling unit.

Note: There is no water facilities fees or elevated storage fee for a fire service, but a deposit of \$6,000.00 for a 6", \$7,000.00 for an 8", and \$5,000.00 for a 4" fire service, is applied against the itemized billing of actual cost to install the corresponding double check detector assembly.

The above fees are to be used only as guideline. Official estimates of water connection fees should be requested through the office of the Water Superintendent.

# FY 2007-2008 City of Vallejo - Fee Schedule

## Public Works - Water Division

### Water Meter Cost Schedule - Guidelines

#### WATER MAIN SIZE

Branch Size	4"	6"	8"	10"	12"	14"	16"	20"	24"	30"	36"	39"
<2"	323.00	363.00	403.00	443.00	483.00	523.00	563.00	643.00	723.00	843.00	963.00	1,023.00
2"	364.00	404.00	444.00	484.00	524.00	564.00	604.00	684.00	764.00	884.00	1,044.00	1,064.00
4"	429.00	469.00	509.00	549.00	589.00	629.00	669.00	749.00	829.00	949.00	1,069.00	1,129.00
6"		504.00	544.00	584.00	624.00	664.00	704.00	784.00	864.00	984.00	1,104.00	1,164.00
8"			612.00	652.00	692.00	732.00	772.00	852.00	932.00	1,052.00	1,172.00	1,232.00
10"				688.00	728.00	768.00	808.00	888.00	968.00	1,088.00	1,208.00	1,268.00
12"					765.00	805.00	845.00	925.00	1,005.00	1,125.00	1,245.00	1,305.00
14"						855.00	895.00	975.00	1,055.00	1,175.00	1,295.00	1,355.00
16"							945.00	1,025.00	1,105.00	1,225.00	1,345.00	1,405.00
20"								1,125.00	1,205.00	1,325.00	1,445.00	1,505.00
24"									1,305.00	1,425.00	1,545.00	1,605.00
30"										1,575.00	1,695.00	1,755.00
36"											1,845.00	1,905.00
39"												

Actual Cost

# FY 2007-2008 City of Vallejo - Fee Schedule

## Public Works - Water Division

### Construction Water & Disinfection Testing Charges

Fee	Type	FY 2007-2008 Fee Amount
Sterilization  Tap-tie  Construction (Commercial)  Benefit District Fees	Basic cost  Pipeline cost  Tie-in inspection  Water Fee  See Water Division if applicable	\$210.00  0.15 Per 100 feet 0.21 Per 100 feet 0.30 Per 100 feet 0.43 Per 100 feet 0.59 Per 100 feet 0.78 Per 100 feet 1.50 Per 100 feet 2.13 Per 100 feet 50.00 Per tie-in 12.00 Per lot of 5,000 sq. ft.
	4" line	0.15 Per 100 feet
	6" line	0.21 Per 100 feet
	8" line	0.30 Per 100 feet
	10" line	0.43 Per 100 feet
	12" line	0.59 Per 100 feet
	14" line	0.78 Per 100 feet
	20" line	1.50 Per 100 feet
	24" line	2.13 Per 100 feet

**FY 2007-2008 City of Vallejo - Fee Schedule**  
**Vallejo Sanitation & Flood Control District**  
**Fees**

Fee	Type of Connection	FY 2007-2008 Fee Amount
Sanitary Sewer	Car Wash	\$31,800.00 Per 1,000 sq. ft.
	Church	485.00 Per 1,000 sq. ft.
	Commercial	1,725.00 Per 1,000 sq. ft.
	Drive-In or Take-Out Restaurants	3,110.00 Per 1,000 sq. ft.
	Hospital	755.00 Per bed
	Single Family Dwelling	2,230.00 Per dwelling unit
	Multi-Family Dwelling	2,230.00 Per dwelling unit (with kitchen)
	Multi-Family Dwelling	870.00 Per dwelling unit (no kitchen)
	Laundry	25,200.00 Per 1,000 sq. ft.
	Laundromat	485.00 Per machine
Storm Drain	Restaurant	6,280.00 Per 1,000 sq. ft.
	School	400.00 Per student
	Warehouse	250.00 Per 1,000 sq. ft.
	Single Family Dwelling	4,770.00 Per unit
	Multi-Family Dwelling	28,645.00 Per acre
	Commercial	38,135.00 Per acre
	Plan Check, Inspection, etc.	150.00 Minimum, varies per # of Units
	Other Miscellaneous	

**FY 2007-2008 City of Vallejo - Fee Schedule**  
**Fee Escalation Regulations**

<u>Line No.</u>	<u>Fee</u>	<u>Authorized Annual Escalation Factor</u>	<u>Escalation Regulation Authority</u>
1	ANY FEE NOT LISTED BELOW	CPI-U	Any Fee Not Listed Below: All fees incorporated into the City's Master Fee Schedule, unless excluded or otherwise provided for below, are increased pursuant to Resolution No. 02-55 N.C. effective July 1 <sup>st</sup> of each year, by the Consumer Price Index for All Urban Consumers, or whatever comparable Price Index the City Manager and Finance Director determines to be appropriate to reflect the increase in costs in the San Francisco Bay Area.
2	BUILDING PERMIT FEES (New In 2007)	CPI-U	Building Permit Fees: Fees included the City's Master Fee Schedule that are set by Council pursuant to Resolution No. 07-165 N.C., which includes an annual adjustment, effective July 1 <sup>st</sup> of each year, by the Consumer Price Index for All Urban Consumers, or whatever comparable Price Index the City Manager and Finance Director determines to be appropriate to reflect the increase in costs in the San Francisco Bay Area.
3	PLANNING DIVISION (New in 2007)	CPI-U	Planning Fees: Fees included the City's Master Fee Schedule that are set by Council pursuant to Resolution No. 07-165 N.C., which includes an annual adjustment, effective July 1 <sup>st</sup> of each year, by the Consumer Price Index for All Urban Consumers, or whatever comparable Price Index the City Manager and Finance Director determines to be appropriate to reflect the increase in costs in the San Francisco Bay Area.
4	PUBLIC WORKS ENGINEERING DIVISION (New in 2007)	CPI-U	Public Works Engineering Fees: Fees included the City's Master Fee Schedule that are set by Council pursuant to Resolution No. 07-165 N.C., which includes an annual adjustment, effective July 1 <sup>st</sup> of each year, by the Consumer Price Index for All Urban Consumers, or whatever comparable Price Index the City Manager and Finance Director determines to be appropriate to reflect the increase in costs in the San Francisco Bay Area.
5	C & D RECYCLING FEE	CPI-U	Construction & Demolition Recycling Fee: Fee included the City's Master Fee Schedule that is set by Council pursuant to Resolution No. 07-165 N.C., which includes an annual adjustment, effective July 1 <sup>st</sup> of each year, by the Consumer Price Index for All Urban Consumers, or whatever comparable Price Index the City Manager and Finance Director determines to be appropriate to reflect the increase in costs in the San Francisco Bay Area.

**FY 2007-2008 City of Vallejo - Fee Schedule**  
**Fee Escalation Regulations**

<u>Line No.</u>	<u>Fee</u>	<u>Authorized Annual Escalation Factor</u>	<u>Escalation Regulation Authority</u>
6	EXCISE TAX	CPI-U	Property Development Excise Tax: A tax set by Vallejo Municipal Code section 3.05.030, which authorizes the Finance Director, on July 1 <sup>st</sup> of each year, shall adjust based on the average of the most recent annual percentage change in the Bureau of Labor Statistics (BLS) Consumer Price Index--All Urban Consumers--San Francisco--Oakland--San Jose and the percentage change in the BLS' Consumer Price Index--Urban Wage Earners and Clerical Workers--San Francisco--Oakland--San Jose; or on any other responsible index of general local prices.
7	GENERAL PLAN UPDATE FEE	CPI-U	General Plan Update Fee: A fee created by Resolution No. 05-29 N.C. and incorporated into the City's Master Fee Schedule and pursuant to Resolution No. 02-55 N.C. includes an annual adjustment, effective July 1 <sup>st</sup> of each year, by the Consumer Price Index for All Urban Consumers, or whatever comparable Price Index the City Manager and Finance Director determines to be appropriate to reflect the increase in costs in the San Francisco Bay Area.
8	PERMIT STREAMLINING FEE	CPI-U	Permit Streamlining Fee: A fee created by Resolution No. 05-29 N.C. and incorporated into the City's Master Fee Schedule and pursuant to Resolution No. 02-55 N.C. includes an annual adjustment, effective July 1 <sup>st</sup> of each year, by the Consumer Price Index for All Urban Consumers, or whatever comparable Price Index the City Manager and Finance Director determines to be appropriate to reflect the increase in costs in the San Francisco Bay Area.
9	PARK AND RECREATION FEE (GVRD)	ENR - JANUARY 1ST	Park and Recreation Fee: A fee set by Vallejo Municipal Code section 3.18.050, which includes an automatic annual adjustment, effective January 1 <sup>st</sup> of each year, by the Engineering News Record Construction Cost Index for the San Francisco Bay Area.
10	FIRE FACILITIES IMPACT MITIGATION FEE (Northgate Area - Fire Station #7)	NONE	Fire Mitigation Fee: A fee created by Resolution No. 89-730 N.C. This fee is not automatically increased by any index. Any increase in the fee will require additional City Council action.
11	TRANSPORTATION IMPACT MITIGATION FEE	ENR - JULY 1ST	Transportation Impact Mitigation Fee: A City fee set by Municipal Code Section 3.07.030, which includes an automatic annual adjustment, effective July 1 <sup>st</sup> of each year, by the Engineering News Record Construction Cost Index for the San Francisco Bay Area.
12	WATER CONNECTION FEES	ORDINANCE	Water Connection Fees: A City fee set by Section 1 of Ordinance No. 1452 N.C. (2d), which has specific increases set for July 1, 2006, July 1, 2007 and July 1, 2008.

**FY 2007-2008 City of Vallejo - Fee Schedule**

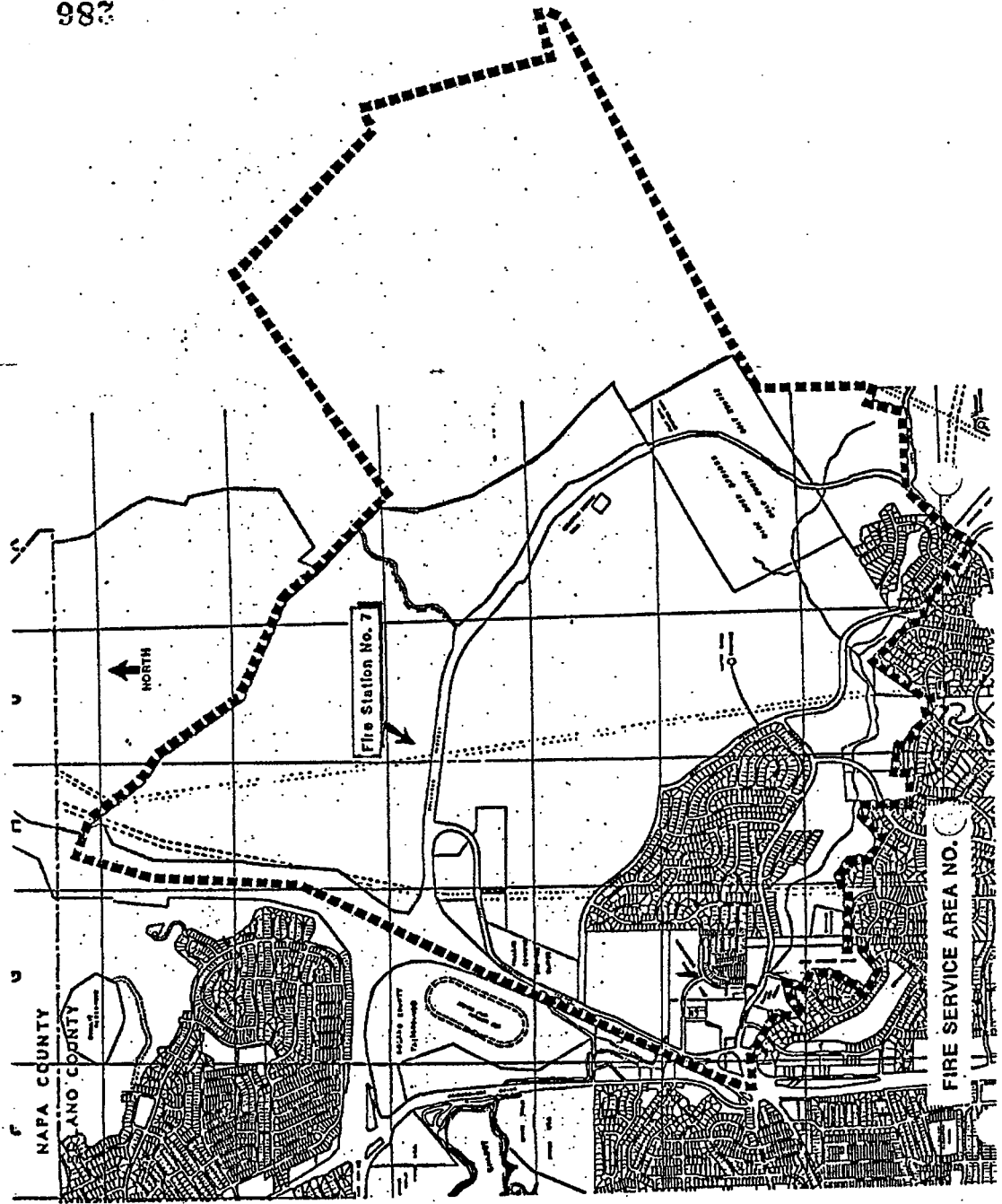
**Fee Escalation Regulations**

<u>Line No.</u>	<u>Fee</u>	<u>Authorized Annual Escalation Factor</u>	<u>Escalation Regulation Authority</u>
13	VSFCD FEES	NONE	Vallejo Sanitation and Flood Control District Fees: These fees shall be imposed as set by VSFCD ordinances or resolutions.
14	SOLANO COUNTY FACILITIES FEE	NONE	Solano County Facilities Fee: This fee shall be as set by the Solano County Code or Solano County Resolution.
15	VALLEJO SCHOOL DISTRICT FEES	NONE	Vallejo City Unified School District Fees: This fee shall be set by the School District.
16	ROUNDING	NONE	Per Finance Director, round whole dollars downwards to nearest \$1.00, and round any fees of \$10.00 or less to the nearest \$0.10.

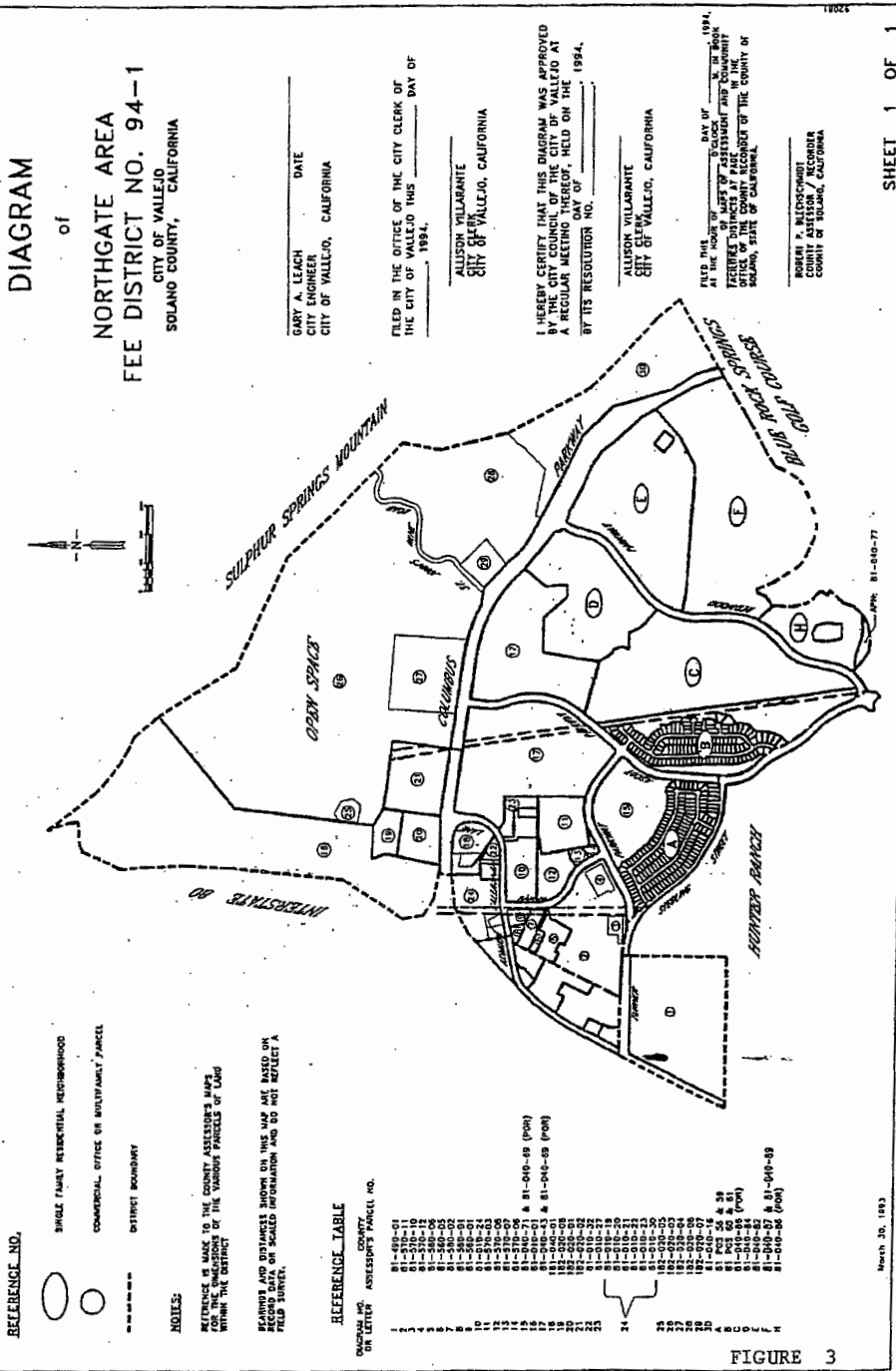
ATTACHMENT 1

982

2-4







DIAGRAM

of

NORTHGATE AREA  
BENEFIT DISTRICT NO. 93-1  
CITY OF VALLEJO, CALIFORNIA  
SOLANO COUNTY, CALIFORNIA



REFERENCE NO.



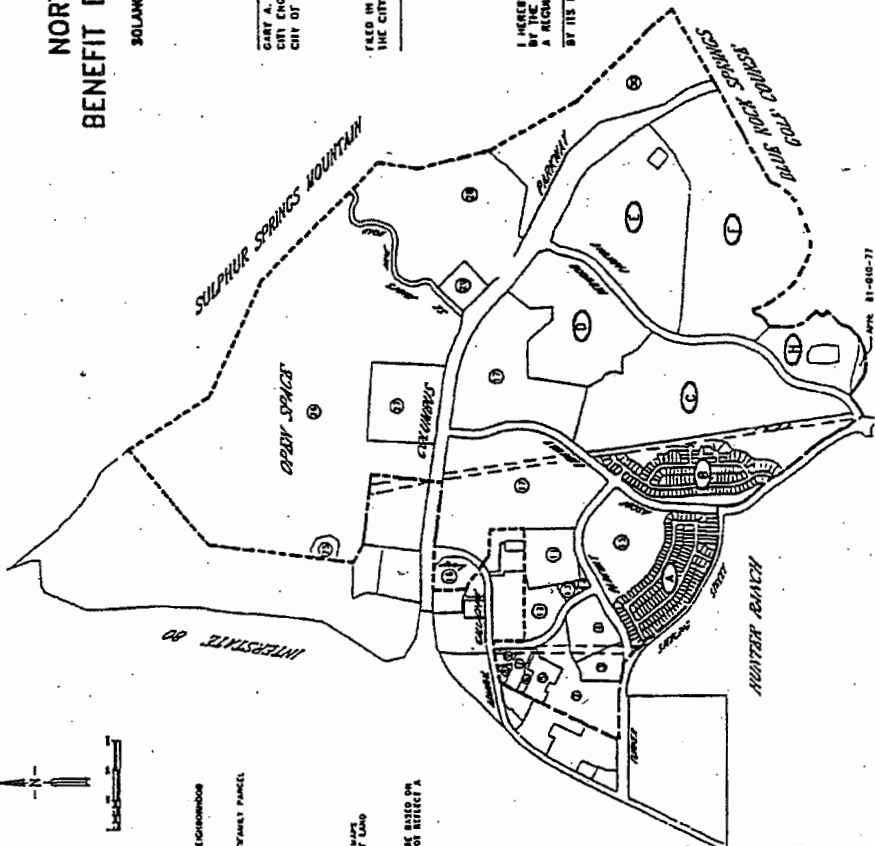
- SINGLE FAMILY RESIDENTIAL NEIGHBORHOOD
- ◌ COMMERCIAL, OFFICE OR MULTIFAMILY PARCEL
- DISTRICT BOUNDARY

NOTES:

REFERENCE IS MADE TO THE COUNTY ASSESSOR'S MAPS WITHIN THE DISTRICT  
 RECORDS AND DISTANCES SHOWN ON THIS MAP ARE BASED ON RECORD DATA ON THESE MAPS AND DO NOT REFLECT A FIELD SURVEY.

REFERENCE TABLE

DIAGRAM NO OR LETTER	COUNTY	ASSESSOR'S PARCEL NO.
1	81-210-100	
2	81-210-110	
3	81-210-120	
4	81-210-130	
5	81-210-140	
6	81-210-150	
7	81-210-160	
8	81-210-170	
9	81-210-180	
10	81-210-190	
11	81-210-200	
12	81-210-210	
13	81-210-220	
14	81-210-230	
15	81-210-240	
16	81-210-250	
17	81-210-260	
18	81-210-270	
19	81-210-280	
20	81-210-290	
21	81-210-300	
22	81-210-310	
23	81-210-320	
24	81-210-330	
25	81-210-340	
26	81-210-350	
27	81-210-360	
28	81-210-370	
29	81-210-380	
30	81-210-390	
31	81-210-400	
32	81-210-410	
33	81-210-420	
34	81-210-430	
35	81-210-440	
36	81-210-450	
37	81-210-460	
38	81-210-470	
39	81-210-480	
40	81-210-490	
41	81-210-500	
42	81-210-510	
43	81-210-520	
44	81-210-530	
45	81-210-540	
46	81-210-550	
47	81-210-560	
48	81-210-570	
49	81-210-580	
50	81-210-590	
51	81-210-600	
52	81-210-610	
53	81-210-620	
54	81-210-630	
55	81-210-640	
56	81-210-650	
57	81-210-660	
58	81-210-670	
59	81-210-680	
60	81-210-690	
61	81-210-700	
62	81-210-710	
63	81-210-720	
64	81-210-730	
65	81-210-740	
66	81-210-750	
67	81-210-760	
68	81-210-770	
69	81-210-780	
70	81-210-790	
71	81-210-800	
72	81-210-810	
73	81-210-820	
74	81-210-830	
75	81-210-840	
76	81-210-850	
77	81-210-860	
78	81-210-870	
79	81-210-880	
80	81-210-890	
81	81-210-900	
82	81-210-910	
83	81-210-920	
84	81-210-930	
85	81-210-940	
86	81-210-950	
87	81-210-960	
88	81-210-970	
89	81-210-980	
90	81-210-990	
91	81-210-1000	



GARY A. LEACH  
CITY ENGINEER  
CITY OF VALLEJO, CALIFORNIA

DATE \_\_\_\_\_  
FILED IN THE OFFICE OF THE CITY CLERK OF  
THE CITY OF VALLEJO THIS \_\_\_\_\_ DAY OF  
\_\_\_\_\_, 1993.

ALISON VILLARMIE  
CITY CLERK  
CITY OF VALLEJO, CALIFORNIA

I HEREBY CERTIFY THAT THIS DIAGRAM WAS APPROVED  
BY THE CITY COUNCIL OF THE CITY OF VALLEJO AT  
A REGULAR MEETING THEREOF, HELD ON THE \_\_\_\_\_  
DAY OF \_\_\_\_\_, 1993,  
BY ITS RESOLUTION NO. \_\_\_\_\_

ALISON VILLARMIE  
CITY CLERK  
CITY OF VALLEJO, CALIFORNIA

FILED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 1993,  
AT THE HOME OF \_\_\_\_\_ OFFICE OF THE CITY CLERK,  
FACILITIES OF THE CITY OF VALLEJO, IN THE COUNTY  
OFFICE OF THE COUNTY ASSESSOR OF THE COUNTY OF  
SOLANO, STATE OF CALIFORNIA.

ROBERT P. MICROSCAMOTT  
COUNTY ASSESSOR / RECORDER  
COUNTY OF SOLANO, CALIFORNIA

March 30, 1993

SHEET 1 OF 1

ATTACHMENT 3

MODIFIED  
NORTHGATE AREA BENEFIT DISTRICT NO. 93-1

BENEFIT SCHEDULE

(Exhibit "C")

Diagram No. or Letter	Name	County Assessor's Reference	Amount
2		81-570-110	\$ 9,107
3		81-570-100	0
4		81-570-120	0
5	(COMCL III)	81-560-060	0
6		81-560-050	0
7		81-560-020	0
8		81-560-010	0
9		81-560-010	0
11	(COMCL I)	81-570-030	0
12		81-570-130 & 81-570-140	
13	(COMCL II)	81-570-070 (Total of four	\$ 16,685
14		81-570-060 parcels)	
15	(MULTIFAMILY)	81-040-710 & 81-040-690 (Por)	\$ 440,150
16	(OFFICE PARK)	81-010-010	\$ 3,398
17	(BUS. PARK)	81-040-430 & 81-040-590 (Por)	\$2,279,791
25		182-020-050	0
26		182-020-100	0
27	(OPEN SPACE)	182-020-110 & 182-020-120	0
28		182-020-060	0
29		182-020-070	0
30		81-040-160	0
A		81 Pgs. 58 & 59	\$ 166,972
B		81- Pgs. 60 & 61	\$ 391,880
C	*1,354.00	81-040-950	\$ 558,231
D		81-040-840	\$ 293,695
E		81-630-060	\$1,264,364
F		81-630-050 & 81-630-040	\$ 782,948
H		81-630-010 (Por)	\$ 38,158
		TOTAL	\$ 6,245,379

2700. There is hereby established in the State of California a strong-motion instrumentation program for the purpose of administering the program and of acquiring strong-motion instruments and installing and maintaining such instruments as needed in representative geologic environments and structures throughout the state.

2701. The division shall organize and monitor the program with the advice of the **Seismic Safety Commission**.

2702. The division shall purchase, install, and maintain instruments in representative structures and geologic environments throughout the state, and shall process the data obtained from such instruments resulting from periodic earthquakes, as deemed necessary and desirable by the **Seismic Safety Commission**.

2703. The division shall maintain and service the strong-motion instruments installed, shall collect and interpret all records from the instruments, and shall make the records, record interpretations, and technical assistance available to the construction industry.

2704. It is the intent of the Legislature in enacting this chapter to provide adequate instrumentation throughout California.

→ 2705. (a) Counties and cities shall collect a fee from each applicant for a building permit. Each fee shall be equal to a specific amount of the proposed building construction for which the building permit is issued as determined by the local building officials. The fee amount shall be assessed in the following way:

(1) Group R occupancies, as defined in the 1985 Uniform Building Code and adopted in Part 2 (commencing with Section 2-101) of Title 24 of the California Code of Regulations, one to three stories in height, except hotels and motels, shall be assessed at the rate of ten dollars (\$10) per one hundred thousand dollars (\$100,000), with appropriate fractions thereof.

(2) All other buildings shall be assessed at the rate of

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twenty-one dollars (\$21) per one hundred thousand dollars (\$100,000), with appropriate fractions thereof.

(3) The fee shall be the amount assessed under paragraph (1) or (2), depending on building type, or fifty cents (\$0.50), whichever is the higher.

(b) (1) In lieu of the requirements of subdivision (a), a county or city may elect to include a rate of ten dollars (\$10) per one hundred thousand dollars (\$100,000), with appropriate fractions thereof, in its basic building permit fee for any Group R occupancy defined in paragraph (1) of subdivision (a), and a rate of twenty-one dollars (\$21) per one hundred thousand dollars (\$100,000), with appropriate fractions thereof, for all other building types. A county or city electing to collect the fee pursuant to this subdivision need not segregate the fees in a fund separate from any fund into which basic building permit fees are deposited.

(2) "Building," for the purpose of this chapter, is any structure built for the support, shelter, or enclosure of persons, animals, chattels, or property of any kind.

(c) (1) A city or county may retain up to 5 percent of the total amount it collects under subdivision (a) or (b) for data utilization, for **seismic** education incorporating data interpretations from data of the strong-motion instrumentation program and the **seismic hazards** mapping program, and, in accordance with paragraph (2), for improving the preparation for damage assessment after strong **seismic** motion events.

(2) A city or county may use any funds retained pursuant to this subdivision to improve the preparation for damage assessment in its jurisdiction only after it provides the Department of Conservation with information indicating to the department that data utilization and **seismic** education activities have been adequately funded.

(d) Funds collected pursuant to subdivision (a) and (b), less the amount retained pursuant to subdivision (c), shall be deposited in the Strong-Motion Instrumentation and **Seismic Hazards** Mapping Fund, as created by Section 2699.5.

2705.5. The California Geological Survey shall advise counties and cities as to that portion of the total fees allocated to the Strong-Motion Instrumentation and **Seismic Hazards** Mapping Fund, so that this information may be provided to building permit applicants.

2706. Funds collected pursuant to subdivision (a) and (b) of Section 2705, less the amount retained pursuant to subdivision (c) of Section 2705, shall be deposited in the State Treasury in the Strong-Motion Instrumentation and **Seismic Hazards** Mapping Fund, as created by Section 2699.5, to be used exclusively for the purposes of this chapter and Chapter 7.8 (commencing with Section 2690).

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2707. The division, upon advice of the **Seismic Safety Commission**, whenever it determines that an adequate instrumentation program has been achieved, may reduce the fee levied against building permits as provided in Section 2705 to a level sufficient to maintain the program established pursuant to this chapter.

2709. Any city or county that has been exempted from the provisions of Section 2705 by Section 2708 may participate in the state strong-motion instrumentation program by a written request to the State Geologist by the governing body of such city or county that its exemption be rescinded.

2709.1. (a) No strong-motion instrumentation shall be installed pursuant to this chapter in the structural types identified in subdivision (b) unless funds proportionate to the construction value as called for under Section 2705 are received from organizations or entities representing these structural types, or the instrumentation is specifically called for by the **Seismic Safety Commission** in urgency situations.

(b) The structural types subject to this section include all of the following:

- (1) Hospitals.
- (2) Dams.
- (3) Bridges.
- (4) Schools.
- (5) Powerplants.

(c) The Strong-Motion Instrumentation and **Seismic Hazards Mapping Fund** may accept funds from sources other than the permit fees identified in this chapter. The priority of installations performed under this chapter shall be determined by the **Seismic Safety Commission**.

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## ICBO BUILDING VALUATION DATA

At the request of numerous building officials, *Building Standards™* offered the following building valuation data representing **average costs** for most buildings. Because residential buildings are the most common for many cities, two general classes are considered for these, one for "average" construction and the other for "good." Adjustments should be made for special architectural or structural features and the location of the project. Higher or lower unit costs may often result.

The unit costs are intended to comply with the definition of "valuation" in Section 223 of the 1997 *Uniform Building Code™* and thus include architectural, structural, electrical, plumbing and mechanical work, except as specifically listed below. The unit costs also include the contractor's profit, which should not be omitted.

The determination of plan check fees for projects reviewed by the International Conference of Building Officials will be based on valuation computed from these figures.

Occupancy and Type	Cost per Square Foot, Average	Occupancy and Type	Cost per Square Foot, Average	Occupancy and Type	Cost per Square Foot, Average	Occupancy and Type	Cost per Square Foot, Average
<b>1. APARTMENT HOUSES:</b>		<b>7. DWELLINGS:</b>		<b>13. JAILS:</b>		<b>20. RESTAURANTS:</b>	
Type I or II F.R.*	\$88.70	Type V—Masonry	\$75.70	Type I or II F.R.	\$159.10	Type III—1-Hour	\$97.40
(Good) \$109.20		(Good) \$96.90		Type III—1-Hour	145.50	Type III—N	94.10
Type V—Masonry	72.40	Type V—Wood Frame	67.30	Type V—1-Hour	109.10	Type V—1-Hour	89.20
(or Type III)		(Good) \$92.40		<b>14. LIBRARIES:</b>			
(Good) \$88.70		Basements—		Type I or II F.R.	116.40	Type V—N	85.70
Type V—Wood Frame	63.80	Semi-Finished	20.10	Type II—1-Hour	85.20	<b>21. SCHOOLS:</b>	
(Good) \$82.00		(Good) \$23.20		Type II—N	81.00	Type I or II F.R.	111.20
Type I—Basement Garage	37.40	Unfinished	14.60	Type III—1-Hour	90.00	Type II—1-Hour	75.90
<b>2. AUDITORIUMS:</b>		(Good) \$17.70		Type III—N	85.50	Type III—1-Hour	81.20
Type I or II F.R.	104.80	<b>8. FIRE STATIONS:</b>		Type V—1-Hour	84.50	Type III—N	78.10
Type II—1-Hour	75.90	Type I or II F.R.	114.40	Type V—N	81.00	Type V—1-Hour	76.10
Type II—N	71.80	Type I or II F.R.	75.30	<b>15. MEDICAL OFFICES:</b>			
Type III—1-Hour	79.80	Type II—N	71.00	Type I or II F.R.*	119.50	Type II—N	67.20
Type III—N	75.70	Type III—1-Hour	82.40	Type II—1-Hour	92.20	Type III—1-Hour	70.10
Type V—1-Hour	76.30	Type III—N	78.90	Type II—N	87.60	Type V—1-Hour	59.70
Type V—N	71.20	Type V—1-Hour	77.30	Type III—1-Hour	100.00	Canopies	28.00
<b>3. BANKS:</b>		Type V—N	73.30	Type III—N	93.10	<b>22. SERVICE STATIONS:</b>	
Type I or II F.R.*	148.10	<b>9. HOMES FOR THE ELDERLY:</b>		Type V—1-Hour	90.20	Type II—N	67.20
Type II—1-Hour	109.10	Type I or II F.R.	103.70	Type V—N	87.00	Type II—1-Hour	70.10
Type II—N	105.60	Type II—1-Hour	84.20	<b>16. OFFICES**:</b>			
Type III—1-Hour	120.40	Type II—N	80.60	Type I or II F.R.*	106.80	Type II—N	49.30
Type III—N	116.10	Type III—1-Hour	87.70	Type II—1-Hour	71.50	Type III—1-Hour	61.30
Type V—1-Hour	109.10	Type III—N	84.10	Type II—N	68.10	Type III—N	57.50
Type V—N	104.50	Type V—1-Hour	84.70	Type III—1-Hour	77.20	Type V—1-Hour	51.60
<b>4. BOWLING ALLEYS:</b>		Type V—N	81.80	Type III—N	73.80	Type V—N	47.70
Type II—1-Hour	51.00	<b>10. HOSPITALS:</b>		Type V—1-Hour	72.30	<b>24. THEATERS:</b>	
Type II—N	47.60	Type I or II F.R.*	163.20	Type V—N	68.10	Type I or II F.R.	109.80
Type III—1-Hour	55.50	Type III—1-Hour	135.10	<b>17. PRIVATE GARAGES:</b>			
Type III—N	51.90	Type V—1-Hour	128.90	Wood Frame	24.30	Type III—N	80.00
Type V—1-Hour	37.40	<b>11. HOTELS AND MOTELS:</b>		Masonry	27.40	Type V—1-Hour	75.30
<b>5. CHURCHES:</b>		Type I or II F.R.*	101.00	Open Carports	16.60	Type V—N	71.20
Type I or II F.R.	99.20	Type I or II F.R.*	87.50	<b>18. PUBLIC BUILDINGS:</b>			
Type II—1-Hour	74.50	Type II—1-Hour	83.40	Type I or II F.R.*	123.40	Type I or II F.R.	49.40
Type II—N	70.80	Type III—N	76.20	Type II—1-Hour	100.00	Type II or V—1-Hour	29.30
Type III—1-Hour	81.00	Type V—N	74.70	Type II—N	95.60	Type II or V—N	27.50
Type III—N	77.40	<b>12. INDUSTRIAL PLANTS:</b>		Type III—1-Hour	103.80	Type III—1-Hour	33.20
Type V—1-Hour	75.70	Type I or II F.R.	56.90	Type III—N	100.20	Type V—1-Hour	31.60
Type V—N	71.20	Type II—1-Hour	39.60	Type V—1-Hour	95.00	<b>EQUIPMENT</b>	
<b>6. CONVALESCENT HOSPITALS:</b>		Type II—N	36.40	Type V—N	91.60	<b>AIR CONDITIONING:</b>	
Type I or II F.R.*	139.20	Type III—1-Hour	43.60	<b>19. PUBLIC GARAGES:</b>			
Type II—1-Hour	96.60	Type III—N	41.10	Type I or II F.R.*	48.90	Commercial	4.20
Type III—1-Hour	99.00	Tilt-up	30.00	Type I or II Open Parking*	36.70	Residential	3.50
Type V—1-Hour	93.30	Type V—1-Hour	41.10	Type II—N	28.00	SPRINKLER SYSTEMS...	2.60
		Type V—N	37.60	Type III—1-Hour	37.00		
				Type III—N	32.90		
				Type V—1-Hour	33.70		

\*Add 0.5 percent to total cost for each story over three. \*\*Deduct 20 percent for shell-only buildings. \*\*\*Deduct 11 percent for mini-warehouses.

**REGIONAL MODIFIERS**

The following modifiers are recommended for use in conjunction with the building valuation data. Additionally, certain local conditions may require further modifications. To use these modifiers, merely multiply the listed cost per square foot by the appropriate regional modifier. For example, to adjust the cost of a Type III One-hour hotel building of average construction for the Iowa area, select Regional Modifier 0.80 and unit cost from valuation data, \$87.50:

$$0.80 \times 87.50 = \$70.00(\text{adjusted cost per square foot})$$

Eastern U.S.	Modifier	Eastern U.S. (cont.)	Modifier	Central U.S. (cont.)	Modifier	Western U.S.	Modifier
Connecticut	1.00	Pennsylvania		Kansas	0.87	Alaska	1.20
Delaware	0.93	Philadelphia	1.05	Kentucky	0.83	Arizona	0.87
District of Columbia	0.90	Other	0.88	Louisiana	0.78	California	
Florida	0.80	Rhode Island	0.97	Michigan	0.91	Los Angeles	1.00
Georgia	0.77	South Carolina	0.77	Minnesota	0.91	San Francisco Bay Area	1.16
Maine	0.86	Vermont	0.88	Mississippi	0.74	Other	0.97
Maryland	0.86	Virginia	0.83	Missouri	0.87	Colorado	0.92
Massachusetts	0.97	West Virginia	0.91	Nebraska	0.83	Hawaii	1.24
New Hampshire	0.86			North Dakota	0.86	Idaho	0.87
New Jersey	1.03	<b>Central U.S.</b>		Ohio	0.87	Montana	0.84
New York		Alabama	0.76	Oklahoma	0.78	Nevada	0.93
New York City	1.20	Arkansas	0.75	South Dakota	0.84	New Mexico	0.79
Other	0.90	Illinois	0.97	Tennessee	0.79	Oregon	0.94
North Carolina	0.78	Indiana	0.91	Texas	0.77	Utah	0.84
		Iowa	0.87	Wisconsin	0.92	Washington	0.97
						Wyoming	0.84

ATTACHMENT 6

AMENDED  
DIAGRAM  
OF  
SKY VALLEY IMPROVEMENT  
BENEFIT DISTRICT NO. 95-1

CITY OF VALLEJO  
SOLANO COUNTY, CALIFORNIA

JOHN H. DUANE DIRECTOR  
PUBLIC WORKS DEPARTMENT  
CITY OF VALLEJO, CALIFORNIA

FILED IN THE OFFICE OF THE CITY CLERK OF  
THE CITY OF VALLEJO THIS \_\_\_\_\_ DAY OF  
\_\_\_\_\_ 1985.

ALISSA VILARANTE  
CITY CLERK  
CITY OF VALLEJO, CALIFORNIA

I HEREBY CERTIFY THAT THIS DIAGRAM WAS APPROVED  
BY THE CITY COUNCIL OF THE CITY OF VALLEJO AT  
A REGULAR MEETING HELD ON THE \_\_\_\_\_ DAY OF  
\_\_\_\_\_ 1985,  
BY ITS RESOLUTION NO. \_\_\_\_\_.

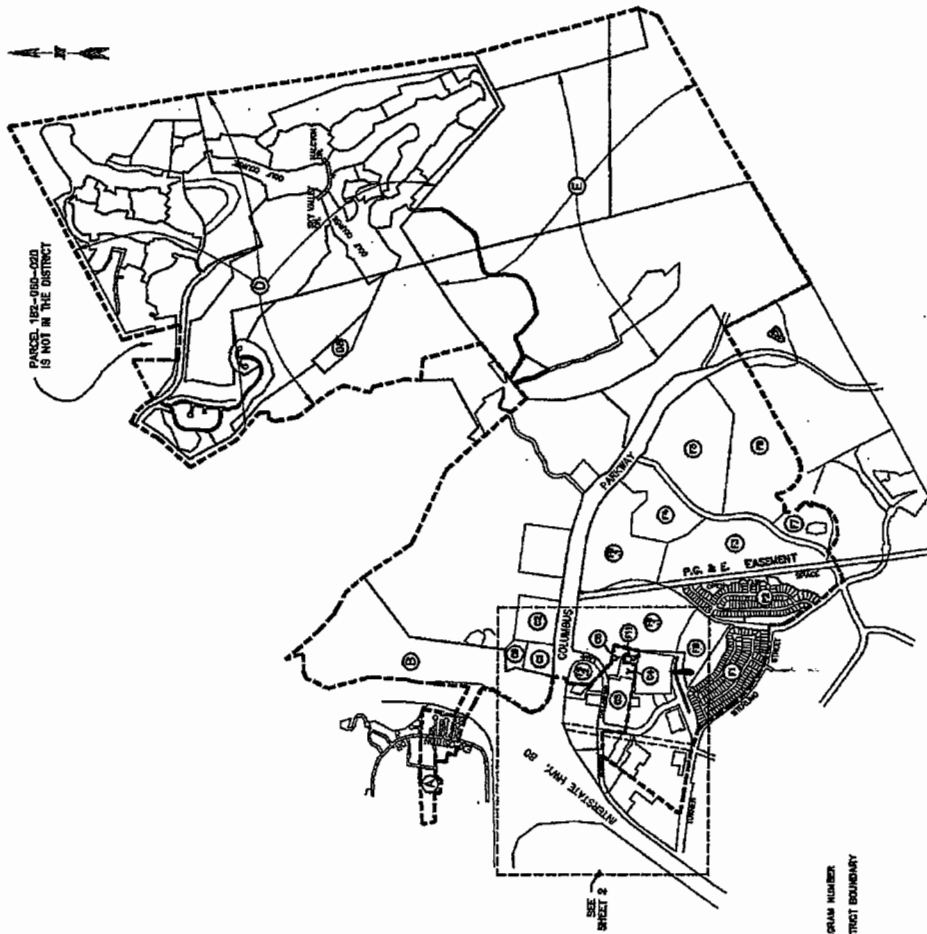
FILED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 1985,  
AT THE \_\_\_\_\_ OFFICE OF THE COUNTY ASSESSOR AND COMMUNITY FACILITIES  
DISTRICTS AT \_\_\_\_\_ IN THE OFFICE OF THE COUNTY  
RECORDER OF THE COUNTY OF SOLANO, STATE OF CALIFORNIA.

ROBERT F. BLEDINSKI  
COUNTY ASSESSOR/RECORDER  
COUNTY OF SOLANO, CALIFORNIA

NOTES:

REFERENCE IS MADE TO THE COUNTY ASSESSOR'S MAPS  
FOR THE DIMENSIONS OF THE VARIOUS PARCELS OF LAND  
WITHIN THE DISTRICT.  
BEARINGS AND DISTANCES SHOWN ON THIS MAP ARE BASED ON  
RECORD DATA OR SCALED INFORMATION AND DO NOT REFLECT A  
FIELD SURVEY.  
THIS BENEFIT DISTRICT ONLY ASSSES THE LISTED COUNTY  
ASSESSOR'S PARCEL NUMBERS. OTHER PARCELS WITHIN THE AREA  
ARE NOT ASSESSED. THE NON-ASSESSED PARCELS ARE EITHER  
UNASSIGNED LOTS, PARCELS LISTED AS OPEN, AND ARE NOT IN THE  
DISTRICT BUT ARE LISTED ONLY AS REFERENCE.

SHEET 1 OF 2.



3-124  
Drawing No. 1-2-850-1



**CITY OF VALLEJO**

**TOURO CANCER TREATMENT AND RESEARCH CENTER  
MITIGATION MONITORING AND REPORTING FORM**

**PROPOSED PROJECT ACTIONS:** Approval of Planned Development (PD) Unit Plan #08 0002 and Development Agreement #DA 08-0002.

**PROJECT DESCRIPTION:** The proposed project provides for the development of an approximately 125,000 square foot two- three- and four-story cancer treatment and research building measuring a maximum of 65-feet in height, a three-story (four-level) parking structure with 444 parking spaces, an enclosed utility yard and outdoor storage area, approximately ten acres of on-site landscaping, and an approximately 1.5-acre storm water detention basin planned to receive runoff from the proposed on-site improvements. The project further provides for off-site area-wide street and related public infrastructure improvements that includes portions of G Street, Azuar Drive, I Street, Railroad Avenue, and the State Route 37 Interchange at North Mare Island. A one-acre stormwater detention basin is proposed to receive runoff from the above off-site public improvements.

**LOCATION:** North Mare Island within Reuse Area 1A as identified in the Mare Island Specific Plan immediately north of G Street, and including infrastructure improvements within G Street, Azuar Drive, Railroad Avenue, I Street, and the State Route 37 Interchange. The on-site improvements are located at Assessor's Parcel Number: 0066-020-4130

**PROPONENT:** Touro Mare Island, LLC c/o Bruce Lang, Chief Executive Officer  
2121 Palomar Airport Road, Suite 206  
Carlsbad, CA 92011

**MITIGATION MEASURES**

**Aesthetics**

**Protect Views of Marshlands**

The project proponent has agreed to cooperate with the City during the planning of the landscaping along the street frontage of Azuar Drive to maintain existing views of the marshlands from Azuar Drive.

**Air Quality**

**Reduce Air Quality Impacts Relating to Transportation**

1. Implement carpool/vanpool programs, e.g., carpool ride matching for employees, assistance with

vanpool formation, provision of vanpool vehicles, etc.

2. Provide preferential parking (e.g., near building entrances, sheltered areas, etc.) for carpool and vanpool vehicles.
3. Provide secure, weather-protected bicycle parking for employees.
4. Provide safe, direct access for bicyclists to adjacent bicycle routes.
5. Provide showers and lockers for employees bicycling or walking to work.

### **Reduce Air Quality Impacts Relating to Construction Activities**

1. Water active sites at least twice daily. Increase the frequency of watering when wind speeds exceed 15 miles per hour.
2. Suspend excavation and grading activities when winds (instantaneous gusts) exceed 25 mph.
3. Limit the area subject to excavation, grading, and other construction activity at any one time.
4. Replant vegetation in disturbed areas as quickly as possible.
5. Hydro-seed or apply soil stabilizers to inactive construction areas (previously graded areas inactive for ten days or more).
6. Enclose, cover, water twice daily, or apply soil binders to exposed stock piles (e.g., sand, gravel, or dirt) and all unpaved parking and staging areas.
7. Cover all trucks hauling dirt, sand, soil, or other loose materials. Maintain at least six inches of freeboard.
8. Install wheel washers for all exiting trucks, or wash off the tires or tracks of all trucks and equipment leaving the site.
9. Sweep daily (with water sweepers) all paved access roads, parking and staging areas at construction sites.
10. Provide daily clean-up of mud and dirt carried onto paved streets from the site.
11. Limit traffic speeds on unpaved roads to 15 mph.
12. Install sandbags or other erosion control measures to prevent silt runoff to public roadways.
13. Designate a person or persons to oversee the implementation of a comprehensive dust control program and to increase watering, as necessary.
14. Maintain and operate construction equipment so as to minimize particulates from exhaust emissions. During construction, trucks and equipment should be running only when necessary. Equipment should be kept in good condition and well-tuned to minimize exhaust emissions.
15. Pave, apply water three times daily, or apply (non-toxic) soil stabilizers on all unpaved access roads, parking areas and staging areas.

### **Cultural Resources**

#### **Protect Historical Resources**

In the event unsuspected historical, archaeological, or paleontological resources are discovered during any phase of the project development, land alteration work within 50 feet of the find shall be halted, the Planning Division notified, and a qualified professional consulted to evaluate the resource and suggest an appropriate management plan as necessary.

### **Disturbance of Human Remains**

In the event that human remains should be discovered, land alteration work within 50 feet of the find shall be halted, the Planning Division and the County Coroner notified and a qualified professional consulted to evaluate the resource and suggest an appropriate management plan as necessary.

### **Geology and Soils**

#### **Mitigate Unstable Soil Conditions**

1. To mitigate potentially significant unstable soil impacts to a level of less than significant, the Preliminary Geotechnical Investigation provides that: (1) dewatering and sub-grade stabilization may be required in some areas of the site, depending on the time of year that construction occurs; (2) for settlement sensitive utilities that extend into unstable sub-grade, geo-textile/gravel bedding may be required; and (3) fill derived from excavations may need to be aerated/dried to achieve suitable moisture content for compaction.
2. Project design and construction shall conform to all recommendations contained in the "Preliminary Geotechnical Investigation – Touro University Cancer Treatment Center" report, dated January 2008. In addition, a final geotechnical investigation report shall be prepared as development plans are finalized and project design and construction shall conform to all recommendations contained in the report. This report shall be subject to peer review and analysis by a qualified consulting engineering geologist reporting to the City of Vallejo. All recommendations of the City's consulting engineering geologist shall be incorporated into the project design and construction.

#### **Mitigate Expansive Soil Conditions**

Provide a final site-specific soil suitability analysis and stabilization procedures and design criteria for foundations as recommended by a California-registered soil engineer are required for this project.

### **Hazards and Hazardous Materials**

#### **Routine Transport, Use and Disposal of Hazardous Materials**

1. In order to provide sufficient shielding for operation of the synchrotron, up to eight-foot thick, steel-reinforced protective walls will be constructed.
2. Radiation levels will be regularly checked and there will be integrated hardware and software safety systems to activate and shut down the system. There will be no production of radiation when the device is turned off.
3. No radioactive substances or devices will be delivered to the center and no routine removal of radioactive waste is proposed.
4. The project will be designed so that external water supplies will not come into direct contact with the cooling water of the synchrotron; de-ionized water (which will not become radioactive) will be used in a closed loop system with a heat exchanger to eliminate any radioactive exposure to external supplies. There will be no discharge of de-ionized water.
5. Facilities using equipment involving radiation are to be designed and operated under safety criteria governed at the federal level by the Nuclear Regulatory Commission. Facilities in California are

licensed and registered through the California Department of Public Health, Radiologic Health Branch.

6. Any routine transport, use, or disposal of hazardous materials will be conducted subject to all applicable federal, state and local regulations governing hazardous materials.

#### **Potential for Upset or Accident Involving Hazardous Materials**

1. The project proponent has indicated that the cancer treatment center will have many levels of safety interlocks in the software and parallel hardware systems to ensure the synchrotron is not activated unless all safety parameters of the pertinent state and federal regulatory agencies are met.
2. In addition, in accordance with state and federal regulatory agency requirements, the device is to be designed to immediately shut down in less than 250 milliseconds should any such parameter go out of its specified level. If the beam is off position in millimeters or is not the exact energy or the correct dose the synchrotron will immediately terminate. The operation of the synchrotron is sensitive to vibrations. Any disturbance from natural conditions such as earthquakes or a vehicle or aircraft hitting the building would immediately stop the synchrotron, even if the building were not damaged.

#### **Underground Storage Tank**

One Cortese List "leaky" underground storage tank site, Building 655, occurs in the project area. Construction of a new storm drain line, outfall and detention basin could occur in the vicinity of this site. The responsible parties are expected to remediate this site prior to project construction. In the unlikely event that construction of the storm drain, outfall and basin must proceed prior to remediation, the proponent may reconsider realigning the storm drain line and relocating the basin sufficiently far from the tank to avoid areas of potential contamination. Alternatively, preventative steps could be taken using appropriate construction methods to reduce the risk of hazard to the public or the environment. Potential preventative construction methods include the use of sheet piles to isolate work areas, excavation of contaminated materials prior to commencement of construction and storage in designated off-site areas for future characterization by others.

### **Hydrology and Water Quality**

#### **Minimize Sedimentation**

1. To the extent practicable, schedule project site grading for the dry season (April through September).
2. Satisfy the NPDES certification requirements of the RWQCB prior to granting a City of Vallejo building permit. As part of this certification, a Storm Water Pollution Prevention Plan (SWPPP) is prepared, including a Best Management Practices (BMP) Program. The SWPPP shall include plans for construction and post-construction storm water management to reduce nonpoint source pollution.

3. Submit a soil erosion and sedimentation control plan for the project to the City of Vallejo prior to grading. This plan must be designed by a professional specializing in erosion control and must meet standard best practices as formulated by the Association of Bay Area Governments.

### **Control Storm Water Runoff**

A storm water drainage plan is proposed to direct project area runoff into on- and off- site detention ponds prior to discharge into the storm drain system (no new outfalls and no modifications to the existing outfall are proposed). These ponds will provide both detention to attenuate peak flows for up to 72 hours and pre-treatment prior to discharge into the storm drain system. The existing storm drain infrastructure will also be upgraded to accommodate increases in flows, with the exception of the existing outfall.

## **Noise**

### **Minimize Construction Noise**

1. Comply with the Maximum Allowable Noise Levels from Construction Equipment specified in the Vallejo General Plan, Chapter IX, Noise, Figure 11.
2. Maximize the physical separation between noise generators and noise receptors. Such separation includes, but is not limited to, the following measures:
  - a. Provide enclosures for stationary equipment and barriers around potentially noisy areas on the site or around the entire site.
  - b. Use shields, impervious fences, or other physical sound barriers, to inhibit the transmission of noise to sensitive receptors.
  - c. Position stationary equipment to minimize noise impacts on the community.
3. Require that all construction equipment engines be properly tuned and muffled according to manufacturer's specifications.
4. Schedule construction activity that produces higher noise levels during less noise-sensitive hours (9 a.m. to 6 p.m.).
5. In conjunction with the City of Vallejo, select haul routes for the removal of excavation materials and transport of building materials such that noise-sensitive areas, including residences and public open spaces, are avoided as much as possible.
6. For pile driving, pre-drill the pile holes to reduce the force necessary to install piles and decrease the duration of noise and vibration exposure as well as the noise and vibration level. Shielded pile drivers or vibratory pile drivers are to be used where geotechnical conditions allow to reduce the noise to or below the construction equipment noise thresholds of the Vallejo General Plan, Chapter IX, Noise, Figure 11.
7. Neighbors within 300 feet of construction areas shall be notified of the construction schedule in writing prior to construction. The project contractor shall designate a "disturbance coordinator" to be responsible for responding to any local complaints regarding construction noise. The coordinator (who may be an employee of the developer or general contractor) shall determine the cause of the complaint and require that reasonable measures warranted to correct the problem be implemented. A telephone number of the noise disturbance coordinator shall be conspicuously posted at the construction site fence and on the notification sent to the neighbors adjacent to the site.

**Transportation and Traffic**

**Construct State Route 37/Mare Island Interchange Improvements**

The proposed State Route 37/Mare Island Interchange modifications shall be completed in accordance with the current Caltrans interchange project plans, and the "State Route 37/Mare Island Interchange Improvement Project-Initial Study Mitigated Negative Declaration," adopted by the City of Vallejo in 2002. Caltrans plans call for the existing State Route 37 Interchange ramp to be modified to align the Interchange with the proposed internal street system of Reuse Area 1A.

**Utilities and Service Systems**

**Storm Water Detention Facilities**

The project proposes the construction of one on-site 1-1/2-acre storm water detention basin that will drain into the G Street storm water system, and one off-site one-acre detention basin in the northeast area of Mare Island that will discharge into the existing outfall at Mare Island Straight. In addition, new storm water drainage system lines are proposed within the off-site 15-acre public street improvement areas as well as a drainage line that is planned to connect the Azuar Drive line to the above referenced off-site detention basin in the northeast portion of Mare Island. Both detention basins are planned to be landscaped and are required to be designed in conformance with City and RWQCB standards.

\_\_\_\_\_  
Signature of project proponent agreeing to implement  
the above mitigation measures.

\_\_\_\_\_  
Date



RECEIVED  
ARCADIS G&M CARLSBAD

January 24, 2008

JAN 25 2007

BY: [Signature]

Mr. Pieter de Monchy, P.E.  
ARCADIS US, Inc.  
1925 Palomar Oaks Way, Suite 105  
Carlsbad, CA 92008

Subject: ***Focused Trip Generation Analysis for the Proposed Mare Island Area Cancer Treatment Center Development – Parcel XV-A(2)***

Dear Mr. de Monchy:

This letter report summarizes a focused analysis of the trip generation that would be expected for the proposed Mare Island area Cancer Treatment Center on Parcel XV-A(2). This development plan would encompass the parcel bounded by Azuar Drive, Railroad Avenue and "I" and "G" streets.

In our firm's overall circulation analysis for the project area, we assumed that the subject parcel would be developed with 125,000 sq.ft. of Research & Development space. That development would have generated 135 PM peak commute hour trips, summarized as follows:

• 125,000 sq.ft. @ 1.08/1,000 = 135 PM peak hour trips

The specific development proposed for this parcel would involve a 124,760 sq.ft. cancer treatment/research center. To provide a more exact estimate of the trip generation, we have used the specific employment and patient projections for the facility.<sup>(1)</sup> The facility would have a total of 150 employees with 65 on the day shift, 65 on the evening shift and 20 on the night shift. It is also our understanding that the facility would have up to 20 patient trips per hour. Assuming that the day shift ends and the evening shift begins during the PM peak commute period (and assuming some limited ridesharing), the facility's PM peak hour trips are calculated as follows:

• 65 departing employees/1.1 persons per car	=	59 trips
• 65 arriving employees/1.1 persons per car	=	59 trips
• 20 patient trips	=	<u>20 trips</u>
		138 trips

The 138 PM peak hour trips would be virtually equal to the 135 trips calculated for the parcel with a research & development use. The difference in trips would not affect the ultimate internal circulation and access planned for the project area. The parcel's interim access (Azuar Drive to/from Route 37 and "G" Street to/from Vallejo) would be very adequate for the expected trip generation.

January 24, 2008  
Mr. Pieter De Monchy  
Page 2 of 2

I trust that this letter report responds to your needs. Please let me know if you have any questions or if further input is required.

Sincerely,



George W. Nickelson, P.E.  
Branch Manager

References

- (1) Parcel XV-A(2) development information provided by Mr. John Majocho, ARCADIS US, Inc., January 22, 2008.







**CITY OF VALLEJO**  
DEVELOPMENT SERVICES DEPARTMENT

**ATTACHMENT-6**

PLANNING DIVISION  
(707) 648-4326  
(707) 649-3540 FAX

BUILDING DIVISION  
(707) 648-4374  
(707) 552-0163 FAX

CODE ENFORCEMENT DIVISION  
(707) 648-4469  
(707) 649-3540 FAX

555 SANTA CLARA STREET • P.O. BOX 3068 • VALLEJO • CALIFORNIA • 94590-5905

March 31, 2008

Mr. Nicholas Roscha  
Andersen & Bonnifield  
One Corporate Center  
1320 Willow Pass Road – Suite 500  
Concord, CA 94520-5269

**Re: Request for Development Transfer to Accommodate the Touro Cancer Treatment and Research Center at Reuse Area 1A, Mare Island, Vallejo, California**

Dear Mr. Roscha:

On January 11, 2008 you submitted a request to the City of Vallejo on behalf of Touro Mare Island, LLC for a development transfer within Reuse Area 1A of Mare Island as described in the Mare Island Specific Plan dated December 2005. The purpose of the request is to facilitate the future development of the Touro Cancer Treatment and Research Center at the southwest portion of Reuse Area 1A. The project site is presently owned by the City of Vallejo but is proposed to be acquired by Touro Mare Island, LLC for construction of the Center.

Consistency of the proposed Center with the Specific Plan involves both (a) consistency of the use, and (b) consistency regarding the amount of the use. Reuse Area 1A permits the future development of 16,000 square feet of education/civic uses, 450,000 square feet of light industrial uses, 370,000 square feet of warehouse uses, 348,000 square feet of retail uses, and 54,000 square feet of office/R&D uses (Specific Plan, Table 3-2, page 78). The Office/R&D use category includes biotechnology and medical research, medical services, laboratories and research and development (Specific Plan, page 63), such as the proposed Touro Cancer Treatment and Research Center project.

The planned Touro development calls for 125,000 square feet of office/R&D uses, while the Specific Plan allots only 54,000 square feet of Office/R&D to Reuse Area 1A. The project therefore exceeds the allotment under the Specific Plan for this category of use by 71,000 square feet. However, the Specific Plan's built-in flexibility allows for the transfer of a reasonable amount of designated development either from one Reuse Area to another or within a Reuse Area (Specific Plan, pages 152-154). Your request is to transfer 71,000 square feet of Warehouse floor area to Office/R&D. Since there is a total of 370,000 square feet of Warehouse floor area allotted for Reuse Area 1A, your request to transfer 71,000 square feet results in a transfer of 19.19 percent of Warehouse space, which falls within the flexibility parameters under

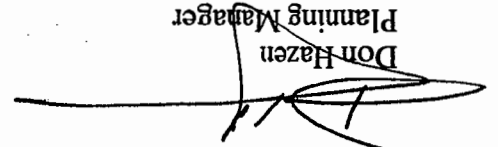
the 20 percent cap described in the Specific Plan. The medical/research use proposed for this project is expected to generate employment and revenue within the community and would encourage long term regional employment opportunities while providing for the needs of residents of the City of Vallejo and surrounding communities.

The proposed development transfer of less than 20 percent is 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 is meant to provide flexibility in the implementation of the Specific plan. It is not meant to, and in this case, will not result in an increase in the total development identified for Reuse Area 1A. Any localized impacts, if created, will be studied and evaluated during the unit plan and improvement plan review and approval process.

Based upon the above considerations, your development transfer request is determined to be consistent with the criteria set forth in Section 8.3.1 of the Mare Island Specific Plan, and is hereby approved.

This determination may be appealed to the Planning Commission, provided the appeal is initiated within 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.

Best regards,



Don Hazen  
Planning Manager

Cc: Susan McCue  
Tom Sinclair  
Wayne Rasmussen  
Richard Hassel  
Bruce Lang  
Pieter de Monchy



# Planning Application

Development Services Department  
555 Santa Clara Street  
Vallejo CA 94590  
PH: (707) 648-4326  
FX: (707) 552-0163  
[www.ci.vallejo.ca.us](http://www.ci.vallejo.ca.us)

Appointments will be required for all Planning project submittals. Appointments must be made at least 24 hours in advance. Please call the main desk (707) 648-4326 to set up the appointment. Intake hours will be Monday – Friday 9:00 a.m. – 11:00 a.m. and 2:00 p.m. – 4:00 p.m.

Application No: \_\_\_\_\_  
Planner: Arcadis – US, Inc.

## APPLICANT TO COMPLETE THIS PAGE

**Property Address:** Reuse Area 1A, Mare Island, City of Vallejo, Solano County, California

- |                                                |                                              |                                                            |
|------------------------------------------------|----------------------------------------------|------------------------------------------------------------|
| <input type="checkbox"/> Administrative Permit | <input type="checkbox"/> Parcel Map          | <input type="checkbox"/> Site Development                  |
| <input type="checkbox"/> Major Use Permit      | <input type="checkbox"/> Planned Development | <input type="checkbox"/> Tentative Map                     |
| <input type="checkbox"/> Minor Use Permit      | <input type="checkbox"/> Preliminary Review  | <input type="checkbox"/> Zoning Amendment                  |
| <input type="checkbox"/> Minor Exception       | <input type="checkbox"/> Sign Permit         | <input checked="" type="checkbox"/> Other <u>Unit Plan</u> |

**Applicant Name** Touro Mare Island, LLC c/o Bruce Lang, Chief Executive Officer Applicant Phone (760) 431-8005

**Applicant Address** 2121 Palomar Airport Rd., Suite 206 City Carlsbad, CA Zip 92011

**Applicant E-Mail Address** blang@touromareisland.com

**Name of Legal Property Owner** City of Vallejo Owner Phone (707) 648-4328

**Owner Address** 555 Santa Clara St., 2<sup>nd</sup> Floor City Vallejo, CA Zip 94590

**Architect Name** TLCD Architecture c/o Mark Adams, AIA Architect Phone (707) 525-5600

**Architect Address** 111 Santa Rosa Ave., Suite 300 City Santa Rosa, CA Zip 95404

*I hereby certify the truth of this application and acknowledge that any inaccuracies in it shall, at the City's option, result in automatic invalidation of the action based thereon and that final approval is dependent on compliance with the City's requirements.*

**Signature of Owner:** [Signature] Asst. City Manager / Cor. Dev. Date: 12/19/07

**Signature of Applicant:** [Signature] Date: 12/19/07

**Detailed Description of Proposal:** Zoning MUPD General Plan Vallejo APN: 66-021-04

Proposed project contains the Touro University Cancer Treatment Center on Parcel XV-A(2) and associated on-site improvements including parking, preliminary grading & drainage, utilities, & landscaping.

Associated off-site improvements include Azuar Ave from G St to Railroad Ave, I St. From Railroad Ave to Azuar Ave & Railroad Ave to the east of the site.

### Residential N/A

Lot Area: \_\_\_\_\_ Existing Units: \_\_\_\_\_ Proposed Units: \_\_\_\_\_ No. of Units Demolished: \_\_\_\_\_

Existing Square Footage: \_\_\_\_\_ Proposed Square Footage: \_\_\_\_\_

### Commercial / Industrial

Existing Building Sq Ft: 218,617 Total Sq Ft Demo: 218,617 Total Bldg Sq Ft Proposed: 124,760

### Parking

Existing Parking Spaces: 608 Proposed Parking Spaces: 444

### Sign N/A

Total Existing Signs: \_\_\_\_\_ Total Proposed Signs: \_\_\_\_\_ Bldg/Tenant Space Frontage: \_\_\_\_\_

Maximum Sign Area: \_\_\_\_\_ Area of Existing Signs: \_\_\_\_\_ Area of Proposed Signs: \_\_\_\_\_

**Circle One:** Single/Double Face Electrical Freestanding/Monument Projecting Roof Wall Other

Total Area: \_\_\_\_\_ Sign Area Remaining: \_\_\_\_\_ Action: \_\_\_\_\_ Date: \_\_\_\_\_

# **TOURO MARE ISLAND, LLC**

December 21, 2007

Susan McCue  
Economic Development Program Manager  
City of Vallejo  
555 Santa Clara Street  
Vallejo, CA 94590

Re: CEQA Environment Information Form – APN 66-021-04

Dear Susan:

We are pleased to submit to your office 4 copies of the Environmental Information Form, along with four copies of the project description for the Touro Cancer Treatment & Research Center on Parcel XV-2(A).

Kindly forward this information to the Planning Department and Mr. Wayne Rasmussen for their review and comments.

Thank you,



Bruce Lang  
Chief Executive Officer  
Touro Mare Island, LLC

---

CC: Nicholas Roscha  
Richard Hassel  
Steve Priddy  
Mel Ness  
ARCADIS

## Project Description Touro Mare Island Treatment Center

### **Introduction**

Touro Mare Island, LLC proposes to develop a Heavy Ion Particle Beam Cancer Treatment & Research Center ("Treatment Center") on Parcel XV-2(A), a City owned portion of Reuse Area 1A near the northerly end of Mare Island. The information provided here is part of a Unit Plan application for the project submitted in conformance with section 8.3.3 of the City of Vallejo-approved Mare Island Specific Plan (as amended and restated in 2005).

### **Project Location**

The Treatment Center will be constructed on an approximately 18.8-acre parcel (66-021-04) located in Reuse Area 1A in the northern part of Mare Island (NMI). Including existing and proposed street and easement rights of way associated with the project, the gross acreage of the site is 26 acres. The site is bounded by G Street to the south, Azuar Drive to the west, I Street to the north and Railroad Avenue to the east. Walnut Avenue runs in a north-south direction through the middle of the site. Walnut Avenue will be abandoned as part of the project as per the Mare Island Specific Plan.

### **Existing Site Characteristics**

The site is located on flat terrain in a previously developed part of the former base and is currently occupied by vacant buildings, paved areas, remnant ornamental landscaping, lawn and ruderal (weedy) areas (see attached photographs). The existing buildings on the site include former barracks and enlisted quarters, fleet administrative offices and classrooms, a Navy exchange and miscellaneous other base-related buildings used by the Navy during its tenure (Buildings 617, 755, 897, 955, 959, 991, 995, 997, 999, 1013, 1015, 1017, & 1025 - see attached building list). All buildings on the site are scheduled for demolition and removal in conformance with the Mare Island Specific Plan prior to development of the Treatment Center.

### **Project Description**

The project will involve the construction and operation of the Treatment Center which will be active in treating patients with all types of tumors including those once considered to be inoperable. The Treatment Center will house a number of integrated medical devices including: four treatment rooms, two CT scanners, computer networks, Information Technology (IT), a dedicated synchrotron accelerator, plus various ancillary supporting technologies.

The Center will be comprised of a three-story main building with a four-story section over the synchrotron particle accelerator. The proposed building footprint (first story or

ground floor) is 66,740 square feet. An open atrium in the entrance lobby area on the ground floor stops at the second floor. The total floor area of the building is 125,000 square feet. See attached Unit Plan drawings for design details.

A total of 444 off-street parking spaces will be provided with this project. The 444 parking spaces will be provided in a proposed three-story, four-level parking structure. The parking garage has a first floor footprint of 39,000 square feet. A main entry drive off of I Street will provide primary access to a public drop off area and the parking garage while two EVA/Staff access points will be provided via a traffic roundabout at the end of the entry drive and directly off of I Street.

Approximately 73% (595,901 sq. ft.) of the site will be landscaped. An approximately 20-foot high earthen berm will be constructed adjacent to the exterior walls of the main building to provide further landscape enhancement and buffering at ground level. An approximately 69,600 square foot stormwater detention and treatment pond will be located near the southwest corner of the parcel. The detention basin will collect stormwater runoff generated by the facility and discharge it at a controlled rate to the conveyance system located in G Street. The basin has been designed per the *California Stormwater Quality Association Stormwater Management Best Practice Handbook (CASQA BMP)* standards. Pursuant to those standards, water will be drained from the basin within 72 hours. The bottom of the basin will be landscaped with native grasses while various trees & shrubs will be planted along the berm.

The project will also include offsite infrastructure improvements that are required to serve the Treatment Center and are also responsive the findings of the 2005 Subsequent Environmental Impact Report (SEIR) for the Mare Island Specific Plan (as amended and restated in 2005). This infrastructure will be oversized to address the build-out of Mare Island as anticipated in the Mare Island Specific Plan and addressed in the SEIR. Offsite improvements to be constructed as part of the project include the construction of portions of Azuar Avenue, Railroad Avenue, "I" Street, "G" Street, the Highway 37 Interchange and offsite storm drain improvements. Specifically, improvements will include:

- **Azuar Ave.** Approximately 4,100 feet of Azuar Avenue from G Street to Railroad Avenue will be regraded, repaved and widened to a 102-foot wide right of way with four traffic lanes, 12-foot wide parkways and a central median divider. A new 20-inch diameter water line and new sewer, storm drain and dry utilities (electrical, gas, cable TV and data comm.) will be installed. Approximately 311,637 square feet (7.15 ac) of surface area will be improved as a result of this work.
- **Railroad Ave.** An approximately 900-foot section of Railroad Ave adjacent to the project site will be regraded and resurfaced to provide a new 120-foot right of way with six traffic lanes, 12-foot wide parkways and a central median divider. A new 20-inch diameter water line and new sewer, storm drain and dry utilities (electrical, gas, cable TV and data comm.) will be installed. Approximately

105,700 square feet (2.43 ac) of surface area will be improved as a result of this work.

- ***"I" Street.*** I Street will be a new street and will provide the primary access to the site. A new 12-inch waterline will be installed to replace the existing line and a new eight-inch sanitary sewer line will also be installed. The new sanitary sewer line will connect to the existing pump station at the northwest corner of "I" Street and Railroad Avenue. Approximately 71,134 square feet (1.63 ac) of surface area will be improved as a result of this work.
- ***"G" St.*** The approximately 1330-foot x 17-foot parkway along the project site frontage will be regraded and constructed to provide new sidewalk and landscape improvements. Approximately 22,678 square feet (0.52 ac) of surface area will be improved as a result of this work.
- ***Route 37 Interchange Improvements Area.*** The existing Route 37 Interchange ramp will be modified to align the interchange with the proposed internal road system of Reuse Area 1A. Improvements also include construction a bike/pedestrian path which connects to a scenic viewpoint north of Route 37. Approximately 152,400 square feet (3.50 ac) of surface area will be improved as a result of this work.
- ***Off site Storm Drain to Mare Island Strait Area.*** Approximately 2000 feet of storm drain consisting of 36-inch, 48-inch, & 54-inch reinforced concrete pipe (RCP) along with associated manholes & inlets will be constructed to collect runoff from portions of Azuar Ave. & I St. and convey it to a proposed extended detention basin located east of Railroad Ave. The proposed extended detention basin will tie into an existing 36" RCP which connects to an existing outfall that discharges to Mare Island Strait. No new outfalls and no modification to the existing outfall point are proposed. The extended detention basin is designed pursuant to the standards contained within the Vallejo Sanitation & Flood Control District Regulations & the California Stormwater Quality Association Stormwater Best Management Practice Handbook. Approximately 73,363 square feet (1.68 ac) of surface area will be improved as a result of this work.

### ***Construction***

Construction for the project is scheduled to start in the summer of 2008 and will last 42 months or until the fall of 2011. The proposed 125,000 square foot building and accompanying parking structure are planned to be built as one project. Construction will involve site excavation to a depth of approximately three feet to secure foundations for the building and parking structure. In order to provide sufficient shielding for operation of the synchrotron accelerator, up to eight foot high, steel-reinforced walls will need to be constructed. An approximately 20-foot high earthen berm will be constructed adjacent to the exterior walls of the main building to provide further buffering and landscape enhancement at ground level. Cut and fill will be balanced on site with the possibility

that some additional soil material may need to be imported. At the same time as site work is occurring, Azuar Ave. will be closed to access and regrading activities will occur there. Construction will proceed and other road closures will occur along Railroad Ave., G Street and at the Route 37 Interchange on a schedule phased to accommodate local traffic.

### *Operation*

The Mare Island Treatment Center will be operated by Touro University in conjunction with its clinical operational partner. The equipment in the Center will be operated and maintained by Siemens Medical Solutions USA, Inc. The Center will operate in a manner similar to hundreds of radiation therapy departments presently treating patients in the State of California, yet different because it employs a different treatment beam. Current centers use electron particles and photon beams, this center will employ proton ion and carbon ion beams. As such, the aspects of radioactive exposure and hazardous waste production and safety controls are well understood and there are well established safety designs to eliminate and control all these aspects.

There are numerous medical devices, such as CTs and x-ray equipment, in widespread use that produce radiation. There are also several other proton ion centers in the US, some with over ten years of operation. Facilities using such equipment are designed and operated under stringent safety criteria, governed, at the federal level, by the Nuclear Regulatory Commission (NRC) and, in California, licensed and registered through the California Department of Public Health, Radiologic Health Branch. All of these facilities have demonstrated safe operation for patients, clinical workers, visitors and the surrounding community. Many are located in residential areas. The cumulative experience of such centers has confirmed their safety,

This Center will produce contained radiation for curative cancer treatment procedures. Radiation is produced artificially in shielded rooms when the synchrotron is energized with particles. There is no production of radiation when the device is turned off. Small bottles of inert helium and carbon dioxide gasses are attached to the accelerator; these gasses are excited to emit proton and carbon ions respectively. These ions are accelerated for delivery into the treatment rooms. There are resultant secondary particles such as neutrons that need to be shielded to the general public inside and outside the facility and also to workers within the facility. This is accomplished through the use of large (averaging eight feet high) concrete and steel walls. An earthen berm will also be constructed adjacent to the exterior walls of the main building to provide further shielding and landscape enhancement. The amount of shielding is based on maintaining all levels below NRC limits and ALARA (As Low As Reasonably Achievable) principles. These levels are regularly checked via monitoring devices throughout the facility and also detectors are worn by workers to ensure they never exceed the limits.

There are no radioactive substances or devices that are delivered to the center. All radiation is produced by the synchrotron. When it is turned off it does not produce any radiation. No routine removal of radioactive waste is done from the center. If any



activated devices need to be disposed, they are first stored on site in a shielded area until safely decayed and only then are removed according to well established NRC directives. The advantage of this latest technology by Siemens is that there are no components placed in the beam that would be routinely handled by personnel. The active scanning system does not place devices between the beam and the patient, reducing the possibility of exposed devices.

While the synchrotron is producing radiation, there are safety systems via software and hardware that prohibit personnel from being in a treatment room or the accelerator room while the unit is on. If a door is left open or an attempt to open it during treatment is made, the accelerator will remain off and will not produce radiation.

External water supplies do not come into direct contact with the cooling water of the synchrotron device. De-ionized water (water that will not become radioactive) is used in a closed loop system with a heat exchanger to eliminate any radioactive exposure to external supplies. There will be no discharges of de-ionized water.

Air within the rooms housing the synchrotron and treatment rooms can become radioactive and is therefore circulated through a system of filters and delaying it to decay prior to exiting those areas to ensure safe levels of surrounding air.

The entire system has many levels of safety interlocks in the software and parallel hardware systems to ensure the synchrotron is not activated unless all safety parameters are met. In addition, the device is designed to immediately shut down in less than 250 milliseconds should any such parameter go out of its specified level. These parameters are set to have the safety of the patient foremost. If the beam is off position in millimeters or is not the exact energy or the correct dose the synchrotron will immediately terminate. The operation of the synchrotron is sensitive to vibrations. Any disturbance from natural disasters such as earthquakes or a vehicle or aircraft hitting the building, would immediately stop the synchrotron, even if the building were not damaged.

In addition to all the stringent design principals, there will also be experts on site involved with these radiation safety protection requirements. A board certified radiation physicist will be appointed as the Radiation Safety Officer, responsible to maintain safe operation and procedures in the facility. A certified physicist will make checks even during construction of the facility to ensure that the walls and other protection devices are redundantly safe prior to operation of the synchrotron. Prior to the center being placed into operation, measurements must be made to certify adherence to all the regulations.

The Center will employ a staff of 150 medical professionals, often affiliated with surrounding universities and hospitals. There will be two main eight hour shifts with overlap and a third shift that will be primarily service, basic research, and physics plan validation. The first shift would typically have 65 people with a maximum of 90; the second shift would range from 60 to 70 people with 20 people on the third shift. These numbers include volunteers, visitors, sales, third party service and small deliveries. A

single loading dock will be constructed for receipt of routine supplies and some repair parts.

The Center will be designed for efficient patient flow. During the first year patients will be treated eight to twelve hours a day including Saturday. Approximately ten patients will come and go during an hour. At full capacity the center will see approximately 20 patients per hour for treatments and physician visits. The equipment will be maintained 24 hours a day, seven days a week, and during non treatment hours (i.e. the third shift), a small team of researchers and service personnel will perform calibration and research studies.

The treatments are primarily outpatient procedures; this means there will be little or no ambulance traffic. The patients will normally spend less than an hour in the facility, including a few minutes in the treatment room. The majority of time is in patient administration, preparation and positioning. Most patients will go back to their daily job after the treatment. Other patients will travel a distance to receive this highly regarded treatment and stay at local hotels. These patients generally take advantage of the locale for golfing and other leisure activities in between their daily treatments. The treatment schedule takes place daily over two to five weeks.

## ENVIRONMENTAL INFORMATION FORM

Date Filed December 21, 2007

### General Information

1. Name and address of developer or project sponsor:

Touro Mare Island, LLC  
2121 Palomar Airport Road, Suite 206  
Carlsbad, CA 92011

2. Address of project:

Reuse Area 1A, Mare Island  
City of Vallejo, Solano County, CA 94592

Assessor's Block and Lot Number:

66-021-04

3. Name, address, and telephone number of person to be contacted concerning this project:

Bruce Lang/Chief Executive Officer  
Touro Mare Island, LLC  
2121 Palomar Airport Road, Suite 206  
Carlsbad, CA 92011  
Cell: 619-990-4589/Office: 760-431-8005/Fax: 760-431-8083  
Email: [blang@touromareisland.com](mailto:blang@touromareisland.com)

4. Indicate number of the permit application for the project to which this form pertains:

To be issued by City of Vallejo

5. List and describe any other related permits and other public approvals required for this project, including those required by city, regional, state and federal agencies:

- City of Vallejo City Council – Development & Acquisition Agreement Approval.
- City of Vallejo Public Works Department - Site Layout & Construction Permit.
- City of Vallejo Water Department - Water System Construction Permit.
- Vallejo Sanitation & Flood Control District - Stormwater Conveyance & Management & Sanitary Sewer Facilities Construction Permits.
- San Francisco Regional Water Quality Control Board - Storm Water Pollution & Prevention Plan (SWPPP) Approval.
- Office of Statewide Health Planning & Development – Plan Review, Approval & Certification.
- California Department of Public Health, Radiologic Health Branch – Facility Registration/Licensing.

6. Existing zoning district:

MUPD (Mixed Use Planned Development)

7. Proposed use of site (Project for which this form is filed):

The project is a Heavy Ion Particle Beam Cancer Treatment & Research Center ("Treatment Center") on North Mare Island (NMI). Details are provided below and in the attached project description.

## Project Description

8. Site size: 18.8 acres net (parcel size); 26 acres gross (includes existing and proposed street and easement rights of way).
9. Square footage: Treatment Center = 66,740 sq. ft. building footprint (first story or ground floor). Total Treatment Center square footage is 125,000 sq. ft. Parking Garage = 39,000 sq. ft. building footprint (first floor); total parking garage square footage = 117,000 sq. ft.
10. Number of floors of construction: Three-story main building with a four-story section over the accelerator. Attached parking garage is a three story, four level structure.
11. Amount of off-street parking provided: 444 off-street parking spaces will be provided in a three-story, four-level parking structure.
12. Attach plans: Unit Plan drawings are attached.
13. Proposed scheduling: Construction is anticipated to begin in summer of 2008 and will last 42 months or until the fall of 2011. Accelerator expected to be operational after 36 months or by the spring of 2011. See attached project description for further details.
14. Associated projects: The Touro Mare Island Treatment Center is a stand alone project; there are no other projects associated with it.
15. Anticipated incremental development: There is no incremental development or phasing associated with this project. See attached project description for further details.
16. If residential, include the number of units, schedule of unit sizes, range of sale prices or rents, and type of household size expected: The project is not a residential land use.
17. If commercial, indicate the type, whether neighborhood, city or regionally oriented, square footage of sales area, and loading facilities: The project is not a commercial use.
18. If industrial, indicate type, estimated employment per shift, and loading facilities: The project is not an industrial land use.
19. If institutional, indicate the major function, estimated employment per shift, estimated occupancy, loading facilities, and community benefits to be derived from the project: The project is a medical treatment and research-oriented facility. The Center will employ a staff of 150 medical professionals, often affiliated with surrounding universities and hospitals. There will be two main eight hour shifts with overlap and a third shift that will be primarily service, basic research, and physics plan validation. The first shift would typically have 65 people with a maximum of 90; the second shift would range from 60 to 70 people with 20 people on the third shift. These numbers include volunteers, visitors, sales, third party service and small deliveries. At full capacity, the center will see approximately 20 patients per hour for treatments and physician visits eight to twelve hours a day including Saturday. A single loading dock will be constructed for receipt of routine supplies and some repair parts. See attached project description for further details.
20. If the project involves a variance, conditional use or rezoning application, state this and indicate clearly why the application is required: The project does not require a variance, conditional use or rezoning application. The project fits the definition of office/research and development which is an allowable use for NMI Reuse Area 1A under the Mare Island Specific Plan (p.63). While the project exceeds the square footage allotment for this use in Reuse Area 1A under the Specific Plan, the Specific Plan allows for density transfer from one use to another within a Reuse Area as long as that transfer does not exceed a 20% cap (Specific Plan pp. 152-154). The project proposes a density transfer from "Warehouse" to "Office R&D" of 19.19%.

Are the following items applicable to the project or its effects?

	Yes	No
<p>21. Change in existing features of any bays, tidelands, beaches, or hills, or substantial alteration of ground contours.</p> <p>The project will not result in changes in existing features of any bays, tidelands, beaches, or hills. Initial excavation on site to depths of 3 ft. will be required for building foundations, but all excavated areas will be backfilled to finished grade as construction progresses. An approximately 20 ft. high by 615 ft. long by 50 ft. wide earthen berm will be constructed adjacent to the exterior walls of the main building and an approximately 6 ft. deep, 69,600 sq. ft. stormwater detention and treatment pond will be excavated to the south of the main building. However, the project will not result in substantial alteration of ground contours.</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>22. Change in scenic views or vistas from existing residential areas or public lands or roads.</p> <p>The project will not change scenic views or vistas from existing residential areas, public lands or roads. The nearest residential area is located to the south approximately one mile from the site. Scenic views for these residents are oriented out from the island typically to the south, west and northwest, and not inward toward the central part of the island. Similarly, public lands are generally located on the margins of the island and surrounding waterbodies with scenic vistas oriented outward. Views from roads adjacent to and in the general vicinity of the site will be altered; the existing abandoned character of the site will be transformed by a modern, well-designed and aesthetically-pleasing three/four story building complex and its associated landscaping. This is considered a beneficial aesthetic impact for Reuse Area 1A.</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>23. Change in pattern, scale or character of general area of project.</p> <p>The Treatment Center will demonstrate and promote the active reuse of NMI as envisioned by the Mare Island Specific Plan. The project is expected to have beneficial impacts on the pattern, scale and character of the general area by establishing precedent-setting standards for site design and planning.</p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>24. Significant amounts of solid waste or litter.</p> <p>The project will not generate significant amounts of solid waste or litter.</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>25. Change in dust, ash, smoke, fumes or odors in vicinity</p> <p>There is a potential for generation of dust during construction and for increased vehicle-related emissions during both construction and operation as anticipated by the Specific Plan SEIR (pp. III.C.8 -13). However, these potential impacts will be mitigated by measures specified in the SEIR and enforced through City of Vallejo conditions of approval for the project.</p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

26. Change in ocean, bay, lake, stream or ground water quality or quantity, or alteration of existing drainage patterns.

There will be no change in water quality or quantity as a result of the project. A stormwater drainage plan has been prepared (see attached Unit Plan drawings) that will direct site runoff into an on-site detention pond prior to its discharge into the storm drain system. This pond will provide both detention to attenuate peak flows and pre-treatment prior to discharge into the storm drain system. Storm drain infrastructure will be upgraded to accommodate any increase in flows and an offsite detention pond will be added to the system prior to discharge into an existing outfall at Mare Island Strait. A Storm Water Pollution and Prevention Plan (SWPPP) will be prepared and submitted to the San Francisco Regional Water Quality Control Board (RWQCB) prior to construction and all appropriate best management practices (BMPs) will be employed to insure that water quality is not impaired during construction.

27. Substantial change in existing noise or vibration levels in the vicinity.

There will be no substantial change in existing noise or vibration levels in the vicinity of the project when it is operational. There is a potential for increased noise and vibration during construction as anticipated by the Specific Plan SEIR (pp. III.D.6-8). However, these potential impacts will be mitigated by measures specified in the SEIR and enforced through City of Vallejo conditions of approval for the project.

28. Site on filled land or on slope of 10 percent or more.

The site is on previously filled land. Slopes do not exceed 10 percent (the site is located on generally flat terrain).

29. Use or disposal of potentially hazardous materials, such as toxic substances, flammables or explosives.

Toxic substances, flammables, explosives and other such hazardous materials will not be used on the project. The Center will produce contained radiation for curative cancer treatment procedures. Radiation is produced artificially in shielded rooms when the synchrotron is energized with particles. Radiation levels are regularly checked and there are integrated hardware and software safety systems to activate and shut down the system. There is no production of radiation when the device is turned off.

External water supplies do not come into direct contact with the cooling water of the synchrotron; de-ionized water (that will not become radioactive) is used in a closed loop system with a heat exchanger to eliminate any radioactive exposure to external supplies. There is no discharge of de-ionized water.

There are no radioactive substances or devices that are delivered to the Center and no routine removal of radioactive waste is necessary. See attached project description for further details.

<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>

30. Substantial change in demand for municipal services (police, fire, water, sewage, etc.).

Requirements for municipal services for Mare Island will increase as reuse proceeds. The Treatment Center will place an incremental demand on these services in concert with assumptions used in the Mare Island Specific Plan and addressed in the SEIR prepared in 2005 for the build-out of Mare Island, including North Mare Island and Reuse Area 1A. The Treatment Center will operate as a stand alone medical outpatient treatment center and will employ personnel trained in emergency medical response and security personnel. Planning for systems to meet the project's requirements for utilities (e.g. water, sewer, power) has been done in coordination with the responsible local City of Vallejo departments (see attached Unit Plan drawings). Implementation of these plans will not result in a substantial change in demand for municipal services beyond that already anticipated by the Mare Island Specific Plan.

31. Substantially increase fossil fuel consumption (electricity, oil, natural gas, etc.)

The project will not substantially increase fossil fuel consumption beyond levels already anticipated by the Mare Island Specific Plan. The project will include incentives for employee carpooling, bicycle use and use of public transport. The project will be developed using the latest in green building technologies.

32. Relationship to a larger project or series of projects.

This project is related to the build-out of Mare Island, a base reuse project, as contemplated by the Mare Island Specific Plan (as amended), and as assessed in the SEIR prepared in 2005 for the build-out of Mare Island, including North Mare Island and Reuse Area 1A. The Treatment Center is being developed as an independent, stand alone medical treatment and research-oriented facility to treat patients with all types of tumors including those once considered to be inoperable. While it is being developed in conformance with land use designations for Reuse Area 1A as specified in the Mare Island Specific Plan, it is not dependent on or associated with any other projects in the reuse area.

<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>

**Environmental Setting**

- 33. Describe the project site as it exists before the project, including information on topography, soil stability, plants and animals, and any cultural, historical or scenic aspects. Describe any existing structures on the site, and the use of the structures. Attach photographs of the site. Snapshots or polaroid photos will be accepted.

The site is a relatively flat, previously developed parcel on old fill in the central part of North Mare Island. The site is located in an area of relatively high groundwater. The site is currently occupied by vacant buildings, paved areas, remnant ornamental landscaping, lawn and ruderal (weedy) areas (see attached photographs). There are no records of special-status species of plants or animals on the site or in the immediate vicinity and none are expected to be found there since no native habitat occurs on this part of the island. The site lies outside of the designated Mare Island Historic District; no Contributing Resources, Notable Resources, Component Resources or any other historic, cultural or scenic resources should be affected by the project. The existing buildings on the site include former barracks and enlisted quarters, fleet administrative offices and classrooms, a Navy exchange and miscellaneous other base-related buildings used by the Navy during its tenure (see attached building list). All buildings on the site are scheduled for demolition and removal in conformance with the Mare Island Specific Plan prior to development of the Treatment Center.

- 34. Describe the surrounding properties, including information on plants and animals and any cultural, historical or scenic aspects. Indicate the type of land use (residential, commercial, etc.), intensity of land use (one-family, apartment houses, shops, department stores, etc.), and scale of development (height, frontage, set-back, rear yard, etc.). Attach photographs of the vicinity. Snapshots or polaroid photos will be accepted.

Surrounding properties to the north & west contain vacant buildings previously used in the day to day operations of the former naval base. Reuse Area 1B is located to the east and contains various existing light industrial facilities which are currently operational. The northerly boundary of the Mare Island Historic District lies across G Street to the south. Open space and wetland areas occur along Mare Island Strait to the east and along the margins of San Pablo Bay to the west; there are no areas in the vicinity of the site known or expected to support habitat for any special-status species of plants or animals. ~~The nearest residential properties are located approximately one mile from the~~ subject site to the south and contain single family homes. The existing Touro University campus & golf course are located on the southern portion of the island, approximately 2.2 miles from Parcel XV-2(A). See attached photos.

**Certification**

I hereby certify that the statements furnished above and in the attached exhibits present the data and information required for this initial evaluation to the best of my ability, and that the facts, statements, and in formation presented are true and correct to the best of my knowledge and belief.

Date 12/21/07

Signature  BRUCE LANG

For TOURO MARE ISLAND, LLC