

CITY OF VALLEJO CITY COUNCIL

RESOLUTION NO. _____

RESOLUTION OF THE VALLEJO CITY COUNCIL TO APPROVE A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF VALLEJO AND THE COUNTY OF SOLANO FOR THE SOLANO360 PROJECT

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

I. GENERAL FINDINGS

WHEREAS, the County of Solano (“County”) owns the property commonly referred to as the Solano County Fairgrounds located wholly within the City of Vallejo, comprising approximately 149.1 acres of land; and

WHEREAS, on July 11, 2003, the County, City, and the Solano County Fair Association entered into a Memorandum of Understanding acknowledging that the three entities share a common vision for the revitalization of the Property and recognizing the need to reach agreement regarding the planning and permitting process for the redevelopment of the Fairgrounds project; and

WHEREAS, pursuant to the 2003 MOU, the Parties agreed that the primary focus of the Project was the renovation and revitalization of the County Fair but the location of the Property also afforded the Parties with an opportunity of developing new, supportive commercial, entertainment and recreation-related uses; and

WHEREAS, the Parties agreed to develop the Project Vision based on the following jointly-adopted Guiding Principles:

- a. Generate revenues for Solano County and the City of Vallejo, create jobs and ensure long-term economic sustainability;
- b. Establish a unique place with an unmistakable identity that serves as a destination for visitors as well as a pedestrian-friendly, community gathering place;
- c. Explore a mix a complementary land uses, including retail, commercial, hospitality, recreational, residential, family and youth-oriented, educational and civic uses that seamlessly integrate with the “Fair of the Future”;
- d. Explore increased physical connectivity and synergy with Six Flags Discovery Kingdom, downtown Vallejo, the waterfront and other existing commercial operations;
- e. Provide pedestrian, bicycle, vehicular and transit facilities that foster access to, from and within the site;

f. Incorporate sustainable and green principles in all aspects of the development; and

WHEREAS, on March 10, 2009 the parties concurrently terminated the 2003 MOU and entered into a new Memorandum of Understanding (“**2009 MOU**”) that established the respective roles of the County and the City with regards to their cooperative effort to develop a Project Vision for the redevelopment of the County Fairgrounds; and

WHEREAS, since 2009, the parties amended and restated the 2009 MOU twice to articulate the parties’ shared commitment to implement the Project Vision in an expeditious manner and further clarify the respective roles as such relates to the private development areas of the Project; and

WHEREAS, in order to successfully develop a coordinated Project Vision, the parties established the Solano360 Committee which included two representatives from the Board of Supervisors and the Mayor and two members from the City Council to provide policy direction throughout developing the Project; and

WHEREAS, the Project has culminated in the Solano360 Specific Plan/Master Plan, as approved by the County on February 26, 2013 as its master plan for the coordinated development of the Property pursuant to its authority as landowner and project proponent; and

WHEREAS, the Project was the subject of an environmental impact report (EIR) prepared under the California Environmental Quality Act (CEQA) (set forth in Public Resources Code §§ 21000 *et seq.*) which was certified by the Board of Supervisors, acting as the lead agency, on February 26, 2013. The City acted as a responsible agency as defined by Public Resources Code § 21069. The EIR analyzed the identified environmental impacts for significance as associated with the incremental change in intensity and distribution of land uses pursuant to the Project. The County also adopted a Mitigation Monitoring and Reporting Program (MMRP) for the Project; and

WHEREAS, pursuant to California Government Code Section 65864 *et seq.* and Title 17, Part II of the City of Vallejo Municipal Code, the City is authorized 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. The purpose of the Development Agreement Statutes is to authorize municipalities, in their discretion, to establish certain development rights in real property for a period of years regardless of intervening changes in land use regulations; and

WHEREAS, the complexity, magnitude and long-term build out of the Solano360 Project and site area would not be feasible if the Parties had not agreed to work cooperatively to provide a sufficient degree of certainty in the land use regulatory process to justify the County’s and/or City’s substantial financial investment associated with development of the Private Purpose Areas of the Project; and

WHEREAS, the Planning Commission recommended that the City enter into this Agreement to establish development rights for the Private Purpose Areas, as authorized by the Development Agreement Statutes and to facilitate the process of planning, financing and proceeding with

construction of the Project and promote the achievement of the private and public objectives of the Project; and

WHEREAS, as a material inducement for City to enter into this Agreement, County has agreed to construct or cause the construction of certain on site Infrastructure Improvements and participate in the funding of certain off-site Infrastructure Improvements described in this Agreement within the time set forth herein; and

WHEREAS, County plans to develop the Project in multiple phases, as described in the Solano360 Specific Plan/Master Plan and EIR; and

WHEREAS, the County intends that the cost of providing City services to the Project, including police, fire, parks and streetscape, landscape and lighting maintenance, repair and replacement, be fully recouped from City taxes and fees generated from the Project. County agrees that City would not enter into this Agreement if City's reasonable costs in providing services were not covered in full by the revenues generated by the Project; and

WHEREAS, the Parties recognize and acknowledge that the Solano360 Specific Plan Public Facilities Financing Plan contemplates and recommends that the County issue six Certificates of Participation and three Capital Appreciation Bonds to fund the Public Use Area share of facilities and infrastructure and to initially fund a portion of the Private Use Area share of facilities; and

WHEREAS, the City and the County wish to enter into a revenue sharing agreement, whereby the City will contribute a portion of its revenue from the Project area to the County to assist with the County's financing of the Project; and

WHEREAS, except for the potential creation of a Community Facilities District, the Development Agreement does not require the City to make any commitment to issue debt, or be liable to a third party, including a Certificate Holder on any Project Financing issued by the County, for debt service payments; and

WHEREAS, as proposed, the Agreement will not be detrimental to the health, safety and general welfare, nor will it adversely affect the orderly development of the Solano County Fairgrounds or the preservation of property values in the Fairgrounds area, in that the Development Agreement will: (a) require that development of the Private Purpose Areas of the Fairgrounds conform with the all ordinances, resolutions, regulations, standards, and specifications existing at the time of approval of the Agreement and applicable to the Project, including the Vallejo General Plan, Zoning Ordinance, and Solano360 Specific Plan; (b) allow new City laws and regulations which are reasonably necessary to protect the public health and safety to be applied to the project; (c) result in development that will eliminate blighted conditions in the project areas; (d) result in the extension of public infrastructure to support the planned uses; (e) provide for the development of the Fairgrounds according to the principles of the Vision Plan; (f) provide revenues to the City in the form of taxes and fees; and (g) provide the public benefits set forth above; and

WHEREAS, the Planning Commission has reviewed the Development Agreement and held a public hearing on April 29, 2013. On a 4-1 vote, with one member absent and one member recused, the Planning Commission passed Resolution No. #PC 13-07 , recommending to the City

Council approval of Development Agreement between the City of Vallejo and County of Solano regarding the Solano360 Project; and

WHEREAS, the City Council has reviewed the minutes from the public hearing held on April 29, 2013 and all other comments and information regarding the project; and

WHEREAS, the City Council, on May 14, 2013 in the City Council Chambers of City Hall, 555 Santa Clara Street, held a public hearing to consider the Development Agreement; and

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

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby hold on first reading an Ordinance, attached as Exhibit A to this Resolution, to approve Development Agreement #13-0001, as presented in the Development Agreement By and Between the City of Vallejo and the County of Solano for the Solano360 Project, provided herein as Exhibit B to Attachment 4.

BE IT FURTHER RESOLVED that the City Council hereby authorizes the City Manager to make minor, non-substantive changes to the Development Agreement with City Attorney approval.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Vallejo, State of California, on the 14th day of May 2013, by the following vote to-wit:

- AYES:
- NOES:
- ABSTAIN:
- ABSENT:

ORDINANCE NO. _____N.C. (2d)

**AN ORDINANCE OF THE CITY OF VALLEJO APPROVING
DEVELOPMENT AGREEMENT (#DA 13-0001) BY AND BETWEEN THE
CITY OF VALLEJO AND THE COUNTY OF SOLANO
FOR THE SOLANO360 PROJECT**

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

SECTION 1: Findings and Determination.

The City Council hereby finds and determines that:

- A. Pursuant to Chapter 17.14 of the Vallejo Municipal Code, the City of Valley may, after notice and public hearing, approve a Development Agreement.
- B. Development Agreement (DA) #13 -0001 (Development Agreement”) by and between the City of Vallejo (“City) and the County of Solano (“County”) and attached hereto as Exhibit B to Attachment 4, sets forth terms and provisions for the Solano360 Specific Plan (Project) involving the redevelopment of the Solano County Fairgrounds, a 149.1 acre property owned by Solano County and located at the crossroads of Interstate 80 and State Route 37 in Vallejo, CA. The Development Agreement is available and on file with the Economic Development Department.
- C. In connection with the approval of the Solano360 Specific Plan, the Project was the subject of an environmental impact report (EIR) prepared under the California Environmental Quality Act (CEQA) (set forth in Public Resources Code §§ 21000 et seq.) which was certified by the Board of Supervisors, acting as the lead agency, on February 26, 2013. The City acted as a responsible agency as defined by Public Resources Code § 21069. The EIR analyzed the identified environmental impacts for significance as associated with the incremental change in intensity and distribution of land uses pursuant to the Project. The County also adopted a Mitigation Monitoring and Reporting Program (MMRP) for the Project.
- D. The County filed applications with the City of Vallejo for a Specific Plan, General Plan Amendment, Zoning Amendments, and Vesting Tentative Map pursuant to Title 16 of the Vallejo Municipal Code for the purpose of developing the Project.
- E. On April 29, 2013, at a duly noticed public hearing, the Planning Commission by Resolutions No. PC 13-06 and 13-08 recommended that the City Council adopt the Specific Plan, General Plan Amendment, Zoning Amendments, and Vesting Tentative Map, and by Resolution No. PC 13-07, recommended that the City Council approve the subject Development Agreement.
- F. By separate Resolution No. _____, the City Council has found that the Development Agreement (DA) #13-0001 is consistent with the land use designations, goals, and policies of the Vallejo General Plan, has made other findings, and approved this Ordinance.

SECTION 2: Approval of Development Agreement.

Based on the findings herein and in the Resolutions included in the above recitals, the City Council hereby approves Development Agreement (DA) #13-0001.

SECTION 3: Severability.

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

SECTION 4: Effective Date.

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

FIRST READ at a regular meeting of the Council of the City of Vallejo held the _____ day of _____ and finally passed and adopted at a regular meeting of the Council held the _____ day of _____ by the following vote:

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

City of Vallejo
555 Santa Clara Street
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

COUNTY OF SOLANO

DATED _____

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LIST OF EXHIBITS:

Exhibit A	Project Site Plan
Exhibit B	List of Taxes, Assessments, Fees and Exactions
Exhibit C	Estimated City Annual Revenue Sharing Payment
Exhibit D	Project Infrastructure Schedule

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("*Agreement*") dated for reference purposes as of _____, is entered into between COUNTY OF SOLANO, a political subdivision of the State of California ("*County*"), and the CITY OF VALLEJO, a California municipal corporation ("*City*"). County and City are sometimes referred to individually as a "*Party*" and collectively as "*Parties*."

RECITALS

A. County represents that it owns the property commonly referred to as the Solano County Fairgrounds located wholly within the City, comprising approximately 149.1 acres of land ("*Property*").

B. On July 11, 2003, the County, City, and the Solano County Fair Association ("*SCFA*") entered into a Memorandum of Understanding (the "*2003 MOU*") acknowledging that the three entities share a common vision for the revitalization of the Property ("*Project Vision*") and recognizing the need to reach agreement regarding the planning and permitting process for the redevelopment of the Fairgrounds project ("*Project*").

C. Pursuant to the 2003 MOU, the Parties agreed that the primary focus of the Project was the renovation and revitalization of the County Fair but the location of the Property also afforded the Parties with an opportunity of developing new, supportive commercial, entertainment and recreation-related uses.

D. The Parties agreed to develop the Project Vision based on the following jointly-adopted Guiding Principles:

- (1) Generate revenues for Solano County and the City of Vallejo, create jobs and ensure long-term economic sustainability;
- (2) Establish a unique place with an unmistakable identity that serves as a destination for visitors as well as a pedestrian-friendly, community gathering place;
- (3) Explore a mix a complementary land uses, including retail, commercial, hospitality, recreational, residential, family and youth-oriented, educational and civic uses that seamlessly integrate with the "Fair of the Future";
- (4) Explore increased physical connectivity and synergy with Six Flags Discovery Kingdom, downtown Vallejo, the waterfront and other existing commercial operations;
- (5) Provide pedestrian, bicycle, vehicular and transit facilities that foster access to, from and within the site;

(6) Incorporate sustainable and green principles in all aspects of the development.

E. On March 10, 2009 the parties concurrently terminated the 2003 MOU and entered into a new Memorandum of Understanding ("**2009 MOU**") that established the respective roles of the County and the City with regards to their cooperative effort to develop a Project Vision for the redevelopment of the County Fairgrounds.

F. Since 2009, the parties amended and restated the 2009 MOU twice to articulate the partnership between the member agencies and the shared commitment to implement the Project Vision in an expeditious manner and further clarify the respective roles as such relates to the private development areas of the Project.

G. In order to successfully develop a coordinated Project Vision, the parties established the Solano360 Committee which included two representatives from the Board of Supervisors and the Mayor and two members from the City Council to provide policy direction throughout developing the Project.

H. The term of the 2009 MOU was for a period of five years from the date of its execution or upon the execution of a mutually acceptable development agreement between the County and a developer, whichever was to have occurred first.

I. The Parties have agreed that approval of this Agreement satisfies the development agreement contemplated in the 2009 MOU, as subsequently amended, and with its execution of this Agreement, the 2009 MOU is terminated and any outstanding obligations are incorporated in this Agreement.

J. The Project has culminated in the Solano360 Specific Plan/Master Plan, as approved by the County on February 26, 2013 ("**Solano360 Specific Plan/Master Plan**") as its master plan for the coordinated development of the Property pursuant to its authority as landowner and project proponent, and as adopted by the City on May 14, 2013 pursuant to City's land use and regulatory authority, and as more particularly shown in Exhibit "A".

K. Areas of the Project that are proposed to be used for primarily County or fairgrounds related, public, governmental purposes are referred to as "**Public Purpose Areas.**" Areas of the Project that are used for public and/or governmental purposes are exempt from the City's land use authority. Public Purpose Areas do not include easements, facilities, public rights-of-way, or other areas controlled by the City, public utilities, or agencies other than the parties once dedicated for such use.

L. Areas of the Project that are proposed to be used for primarily private, proprietary, or revenue-generating purposes are referred to "**Private Purpose Areas.**" Private Purpose Areas are subject to the City's land use regulations and authority. Private Purpose Areas include those areas of the Property that will be leased by the County to private entities for primarily private, revenue generating purposes and are subject to the City's land use authority regardless of their geographical location in the Project.

M. The Project was the subject of an environmental impact report ("**EIR**") prepared under the California Environmental Quality Act ("**CEQA**") (set forth in Public Resources Code §§ 21000 *et seq.*) which was certified by the Board of Supervisors, acting as the lead agency, on February 26, 2013 ("**FEIR**"). The City acted as a responsible agency as defined by Public Resources Code § 21069. The EIR analyzed the identified environmental impacts for significance as associated with the incremental change in intensity and distribution of land uses pursuant to the Project. The County also adopted a Mitigation Monitoring and Reporting Program ("**MMRP**") for the Project. On or about April 29, 2013, the Vallejo City Planning Commission reviewed and considered the Solano360 Specific Plan/Master Plan governing the land use policy and development process in accordance with Vallejo Municipal Code ("**VMC**"), Title 16.

N. On or about May 14, 2013, the City Council adopted the Solano360 Specific Plan/Master Plan governing the land use policy and development process as an ordinance in accordance with VMC, Title 16.

O. The City, acting as a responsible agency, and in connection with the adoption of the Specific Plan/Master Plan, relied upon the FEIR for purposes of CEQA review for the approvals granted for development of the Private Purpose Area.

P. Prior to or concurrently with approval of this Agreement, City has approved various legislative and/or discretionary actions in connection with the development of the Project on the Private Purpose Areas. These approvals include:

- (1) the General Plan Amendment
- (2) the Zoning Ordinance Amendment
- (3) the Vesting Tentative Map
- (4) the Specific Plan/Master Plan and Design Guidelines

The approvals and development policies described in this Recital P are collectively referred to herein as the "**Existing Project Approvals**".

Q. Subsequent to approval of this Agreement, certain future applications ("**Future Project Administrative Applications**") will be required by the City in order to facilitate the development of the Private Purpose Areas. The Future Project Applications are ministerial or administrative, and may include, without limitation, design review approvals, building permits, unit plans that are consistent with the Specific Plan/Master Plan, grading permits, sewer and water connection permits, certificates of occupancy, any other ministerial or administrative applications, and any amendments to, or actions repealing of, any of the foregoing. To the extent there are additional discretionary, non-administrative applications required by the City, such as lot line adjustments, or rezonings, such applications as are referred to collectively as the "**Future Project Discretionary Applications**."

R. In addition, certain other applications to or agreements by other agencies may be necessary to facilitate the development of the Project which 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. Subsequent applications for project approvals from other agencies are referred to collectively as "*Other Agency Future Project Applications*."

S. The Future Project Administrative Applications, Future Project Discretionary Applications, and the Other Agency Future Project Applications are referred to collectively as the "*Future Project Applications*" which, upon final approval shall be deemed "*Subsequent Project Approvals*" Subsequent Project Approvals together with Existing Project Approvals shall be deemed "*Project Approvals*".

T. 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.

U. 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.

V. The complexity, magnitude and long-term build out of the Solano360 Project and site area would not be feasible if the Parties had not agreed to work cooperatively to provide a sufficient degree of certainty in the land use regulatory process to justify the County's and/or City's substantial financial investment associated with development of the Private Purpose Areas of the Project.

W. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California enacted the Development Agreement Statutes, authorizing municipalities to enter into development agreements in connection with the development of real property within their jurisdiction with persons having a legal or equitable interest in such real property.

X. The purpose of the Development Agreement Statutes is to authorize municipalities, in their discretion, to establish certain development rights in real property for a period of years regardless of intervening changes in land use regulations.

Y. The parties desire to enter into this Agreement to establish development rights for the Private Purpose Areas, as authorized by the Development Agreement Statutes

and to facilitate the process of planning, financing and proceeding with construction of the Project and promote the achievement of the private and public objectives of the Project.

Z. The City Council has found that this Agreement is consistent with the City's General Plan and the Specific Plan/Master Plan and it has been reviewed and evaluated in accordance with Section 17.14.010 of the City of Vallejo Municipal Code.

AA. City has determined that by entering into this Agreement, City will promote orderly growth and quality development in accordance with the goals and policies set forth in the General Plan and the Specific Plan/Master Plan, and City will benefit from increased employment and commercial opportunities created by the Project for residents of City.

BB. As a material inducement for City to enter into this Agreement, County has agreed to construct or cause the construction of certain on site Infrastructure Improvements and participate in the funding of certain off-site Infrastructure Improvements ("*Infrastructure Improvements*") described in this Agreement within the time set forth herein.

CC. County has determined that by entering into this Agreement, County will be able to facilitate the integrated iconic development of both the Public Purpose Areas and Private Purpose Areas that will benefit all citizens of Solano County.

DD. As a material inducement for County to enter into this Agreement, the City has agreed to establish an expedited approval process to ensure a coordinated implementation of the Specific Plan/Master Plan as envisioned for the discretionary and ministerial permits under the City's purview.

EE. The Parties intend that the Project will fully cover the cost of providing municipal services to the Project as well as generate revenue to fund the infrastructure necessary to serve the build-out of the Project as set forth in Article 8 below

FF. County plans to develop the Project in multiple phases, as described in the Solano360 Specific Plan/Master Plan and FEIR. The Parties recognize that construction for Phase 2 or 3 is predicated on the construction of the Redwood Parkway/Fairgrounds Drive improvement project at the two interchanges as identified in the STA's Comprehensive Transportation Plan. Although that project is recommended for funding in the MTC Regional Transportation Plan, it is currently unfunded. The Parties acknowledge that to the extent that funding is not available for the off-site improvements that this Agreement may need to be modified to address the Project's implementation.

GG. The Parties agree that revenue generated from the Project will also reimburse the County for costs incurred for the Project Vision as previously agreed to by the Parties in the 2009 MOU as set forth in Article 8.

HH. The terms and conditions of this Agreement have undergone review by City staff, its Planning Commission and the 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/Master Plan and, further, the City Council finds that the economic

interests of City's citizens and the public health, safety and welfare will be served by entering into this Agreement.

II. On April 29, 2013, the Planning Commission of the City of Vallejo recommended approval of this Agreement. On May 14, 2013, the City Council of the City of Vallejo adopted Ordinance No. _____, approving this Agreement

AGREEMENT

NOW, THEREFORE, the parties agree:

ARTICLE 1. DEFINITIONS

Section 1.01. Definitions.

"2003 MOU" in defined in Recital B.

"2009 MOU" in defined in Recital E.

"Advance Payments" is defined in Section 8.02.

"Agreement" means this Development Agreement.

"Applicable Law" is defined in Section 6.04.

"Assignee" is defined in Section 12.01.

"Available City Revenue" is defined in Section 8.02.

"CAB" is defined in Section 8.01.

"CEQA" is defined in Recital M.

"CFD" is defined in Section 8.05.

"Changes in the Law" is defined in Section 6.12.

"City" means the City of Vallejo, a California municipal corporation.

"City Annual Project Gross Revenue" is defined in Section 8.01.

"City Annual Revenue Sharing Payment" is defined in Section 8.02.

"City Impact Fees" is defined in Section 7.01.

"City Law" is defined in Section 6.04.

"City Indemnities" is defined in Section 14.01.

"Claims" means liabilities, obligations, orders, claims, damages, fines, penalties and expenses, including attorneys' fees and costs.

"COP" is defined in Section 8.01.

"County" means County of Solano, a political subdivision of the State of California.

"County Annual Project Net Revenue" is defined in Section 8.01.

"County Entitlement Costs" is defined in Section 8.04.

"County Indemnities" is defined in Section 14.02.

"Debt Service" is defined in Section 8.01.

"Default" is defined in Section 1301.

"Design Guidelines" is defined in Section 6.01

"Development Agreement Statute" is defined in Recital T.

"Environmental Laws" means all federal, state and local laws, ordinances, rules and regulations now or in force, as amended from time to time, 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, but is not limited to, 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.*, the Global Warming Solutions Act of 2006, California Health and Safety Code, §38500 *et seq.*, and the California Endangered Species Act (CESA) California Fish & Game Code, §2050, *et seq.*

"Effective Date" is defined in Section 2.01.

"EIR" is defined in Recital M.

"Estimated City Annual Revenue Sharing Payment" is defined in Section 8.02.

"Existing Project Approvals" is defined in Recital P.

"Federal/State Compliance Fees" is defined in Section 7.01.

"FEIR" is defined in Recital M.

"Future Project Applications" is defined in Recital S.

"Future Project Administrative Applications" is defined in Recital Q.

“Future Project Discretionary Applications” is defined in Recital Q.

“Ground Lease” is defined in Section 3.01

“Infrastructure Improvements” is defined in Recital BB.

“Initial Term” is defined in Section 2.02.

“Issuing Party” is defined in Section 8.05.

“LEED” is defined in Section 9.04.

“MMRP” is defined in Recital M.

“Measure B” means the City of Vallejo’s Sales and Use Tax measure, adopted by the voters on November 8, 2011.

“Optional Extended Term” is defined in Section 2.02.

“Other Agency Future Project Applications” is defined in Recital R.

“Other Local Agency Compliance Fees” is defined in Section 7.01.

“Party/Parties” is defined in the introductory paragraph preceding the Recitals of this Agreement.

“PFFP” is defined in Section 8.01.

“Phase 1 Project Financing” is defined in Section 8.01.

“Prevailing Wage Laws” is defined in **Error! Reference source not found..**

“Processing Fees” is defined in Section 7.01.

“Project” is defined in Recital A.

“Project Approvals” is defined in Recital S.

“Project Financing” is defined in Section 8.01.

“Project Vision” is defined in Recital B.

“Property” is defined in Recital A.

“Private Purpose Area” is defined in Recital L.

“Public Purpose Area” is defined in Recital K.

“Reversionary Interests” are defined in Section 3.02.

"Solano360 Specific Plan/Master Plan" is defined in Recital J.

"Subsequent Project Approvals" is defined in Recital S.

"Term" is defined in Section 2.02.

"VSFCD" is defined in Recital R.

"Water Fees" is defined in Section 7.01.

ARTICLE 2. EFFECTIVE DATE AND TERM

Section 2.01. 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**").

Section 2.02. Term. The term of this Agreement shall be the Initial Term 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 fifty (50) years after the Effective Date ("**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. Optional Extended Term. The parties agree that this Term may be extended, by mutual agreement, beyond the Initial Term to the extent that Infrastructure Financing is needed to extend beyond the Initial Term ("**Optional Extended Term**"). Notwithstanding any other provision of this Agreement, the parties agree that no debt will be issued for the Project that may be due after the end of the Initial Term without written mutual agreement.

C. Termination Following Expiration. Following the expiration of the Term, or the earlier completion of development of the Project and all of City's and County's obligations in connection with this Agreement, this Agreement shall be deemed terminated and of no further force and effect.

Section 2.03. County Representations and Warranties. County represents and warrants to City that, as of the Effective Date:

A. No approvals or consents of any persons are necessary for the execution, delivery or performance of this Agreement by County, except as have been obtained;

B. The execution and delivery of this Agreement and performing the obligations of County have been duly authorized by all necessary action, including the submission and approval of this Agreement by County's Board of Supervisors;

C. This Agreement is a valid obligation of County and is enforceable under its terms; and

D. County has not (i) made a general assignment for the benefit of creditors, (ii) filed any voluntary petition in bankruptcy or suffered filing any involuntary petition by County creditors, (iii) suffered the appointment of a receiver to take possession of all, or substantially all, of County assets, (iv) suffered the attachment or other judicial seizure of all, or substantially all, of County'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.

During the Term of this Agreement, County shall, upon learning of any fact or condition which would cause the warranties and representations in this Section 2.03 not to be true, immediately give written notice of such fact or condition to City.

Section 2.04. City Representations and Warranties. City represents and warrants to County that, as of the Effective Date:

A. No approvals or consents of any persons are necessary for the execution, delivery or performance of this Agreement by City, except as have been obtained;

B. The execution and delivery of this Agreement and performing the obligations of City have been duly authorized by all necessary action, including the submission and approval of this Agreement by the City Council;

C. This Agreement is a valid obligation of City and is enforceable under its terms; and

D. Subsequent to its Chapter 9 Action in U.S. Bankruptcy Court for the Northern District (entitled *In Re* City of Vallejo, debtor, Case No. 2008-26813), City has not (i) made a general assignment for the benefit of creditors, (ii) filed any voluntary petition in bankruptcy or suffered filing any involuntary petition by City creditors, (iii) suffered the appointment of a receiver to take possession of all, or substantially all, of City assets, (iv) suffered the attachment or other judicial seizure of all, or substantially all, of City'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.

During the Term of this Agreement, City shall, upon learning of any fact or condition which would cause the warranties and representations in this Section 2.04 not to be true, immediately give written notice of such fact or condition to County.

ARTICLE 3. OWNERSHIP OF PROPERTY

Section 3.01. County as Landowner. County owns the Property and will retain fee title of the Property throughout the development of the Project. County intends to enter into a ground lease(s) ("**Ground Lease**") with a private developer(s) for the development of the Private Purpose Areas.

Section 3.02. Reversionary Interests. As described in the 2009 MOU, the County executed and recorded a quit claim deed transferring back to the City certain Reversionary Interests, namely, (i.e., all interests described in the Quitclaim Deed (Document No. 200900021838) dated July 9, 2003 and further described as follows: "Any and all reversionary interest, rights of reentry and/or powers of termination identified in the deed to the County of Solano dated January 16, 1947, recorded in Book 387, Page 108 of the Official Records of the County of Solano subject to the Memorandum of Understanding entered into by and between the County of Solano, City of Vallejo, and the Solano County Fair Association on July 11, 2003 (the "***Reversionary Interests***").

A. Upon Existing Project Approvals and the expiration of all appeal periods but, in any event, no later than the first issuance of Project Financing, the City agrees to take all steps necessary to clear title of any reversionary interests, rights of reentry and/or powers of termination it has in the Property as set forth in the 2009 MOU.

B. In the event that no building permit is issued for any portion of the Project within 15 years of the date of recordation of the City's Quit Claim Deed, the County shall grant to the City the Reversionary Interests previously conveyed.

C. This Section 3.02 shall survive the termination of this Development Agreement.

D. Notwithstanding any other clause herein, County shall defend, indemnify and hold City harmless in any claim, complaint or cause of action brought by any person or entity regarding these Reversionary Interests.

ARTICLE 4. ESTABLISHMENT OF SOLANO360 IMPLEMENTATION COMMITTEE

Section 4.01. Solano360 Implementation Committee. Recognizing the guiding role of the Solano360 Committee during the visioning and entitlement phases of the Project, the Parties desire to establish a new oversight committee, named the Solano360 Implementation Committee, which is comprised of two members from the Board of Supervisors and two members from the City Council, to provide policy direction and dispute resolution during the term of this Agreement.

Section 4.02. Scope of Authority. The Solano360 Implementation Committee's purpose is to provide policy oversight to the respective staffs and dispute resolution throughout the implementation of the Project. To the extent that disputes between the Parties regarding the implementation or interpretation of the Solano360 Specific Plan/Master Plan or this Agreement cannot be resolved first at the respective staff level and then between the City Manager and County Administrator, a dispute arising out of this Agreement or an interpretation of it or the Solano360 Specific Plan/Master Plan will be presented to the Solano360 Implementation Committee for resolution.

Section 4.03. Staff Coordination Meetings. City and County staff shall work cooperatively and establish support committees throughout the Project, as needed, comprised of staff members with special expertise as required and available from its

engineering, maintenance, operations, land use planning, economic development, legal, or other technical group to meet regularly to assist in the successful advancement of the Project. These support committees will report to the City Manager and County Administrator, who in turn, will report to the Solano360 Implementation Committee.

Section 4.04. Solano360 Implementation Committee Meetings. At a minimum, the Solano360 Implementation Committee shall meet quarterly during the implementation of Phase 1 of the Solano360 Specific Plan/Master Plan and not less than annually during Solano360 Specific Plan/Master Plan Phases 2 & 3. All such meetings of the Solano360 Committee will be held in accordance with the Brown Act.

ARTICLE 5. DEVELOPMENT OF PROPERTY FOR PUBLIC PURPOSES

Section 5.01. County Approvals for Public Purpose Areas. Public Purpose Areas, as defined by this Agreement and the Solano360 Specific Plan/Master Plan, are not subject to Future Project Administrative Applications or Future Project Discretionary Applications to the extent they are used for public, governmental uses. Any disputes between the Parties regarding whether a proposed use is a “public use” or a “private use,” as defined by this Agreement, shall be addressed pursuant to Article 4 of this Agreement. The County will engage the services of necessary design professionals to prepare the plans and specifications for the Public Purpose Areas in full compliance with applicable County building codes, ordinances and other regulatory authorities. The County’s Department of Resource Management - Building Division will oversee plan review and applicable building and grading permits. The County’s Building Division will ensure compliance, with all applicable laws, codes, ordinances, rules or regulations of affected governmental agencies, such as the City Fire Marshall and Vallejo Sanitation and Flood Control District (“*VSFCD*”), affecting the construction. Except as provided in Section 7.01, Public Purpose Areas and facilities are exempt from any impact fees levied by any public agency, which shall include, but not be limited to, City, County, schools, and VSFCD.

Section 5.02. Future Modifications of Public Purpose Areas. In accordance with California Government Code section 65402, any future modifications to the Public Purpose Areas the Solano360 Specific Plan/Master Plan will be presented to the City for determination of conformity to the City’s General Plan.

ARTICLE 6. DEVELOPMENT OF PROPERTY FOR PRIVATE PURPOSES

Section 6.01. Vested Rights for Expedited Processing. The Private Purpose Areas, as defined by this Agreement or the Solano360 Specific Plan/Master Plan, are subject to this Agreement and shall follow the expedited entitlement process established in the Solano360 Specific Plan/Master Plan and this Agreement. County shall have the vested and expedited right and obligation to develop the Private Purpose Areas within the Project and use the Private Purpose Areas as specified in the Specific Plan/Master Plan and for no other uses or purposes except as otherwise expressly provided in this Agreement and the Solano360 Specific Plan/Master Plan. Developing the Private Purpose Areas, or any portion, shall be undertaken only in compliance with the Project Approvals, Applicable Law, and this Agreement and the Specific Plan/Master Plan. County shall have a vested

and expedited right to develop the Private Purpose Areas on the Property under the Project Approvals, Applicable Law and this Agreement. The Project shall be subject to all Future Project Applications (which, upon final approval, shall be deemed Subsequent Project Approvals, and part of the Project Approvals). The City approves the proposed uses of the Private Purpose Areas, the density and intensity of use, and all other conditions as set forth in the Solano360 Specific Plan/Master Plan and its Design Guidelines (“*Design Guidelines*”).

Section 6.02. Consistency with Specific Plan/Master Plan.

A. For purposes of the Private Purpose Areas, the City’s City Manager, or designee, shall determine consistency with the policies, standards and implementation in the Solano360 Specific Plan/Master Plan. Changes in intensity or density from the permitted uses in the Solano360 Specific Plan/Master Plan will require an amendment to this Agreement. To the extent the County disputes City staff’s determination of consistency with the Solano360 Specific Plan/Master Plan, the determination may be referred to the Solano360 Implementation Committee which shall attempt to resolve the dispute pursuant to Article 4 of this Agreement.

B. In order to maintain the consistency with the Solano360 Specific Plan/Master Plan, all ground leases for Private Purposes Areas will incorporate the design standards of the Solano360 Specific Plan/Master Plan, unless otherwise agreed to in writing in advance by the County and City.

Section 6.03. Integration of Private and Public Purpose Areas. Notwithstanding the designations of Private and Public Purpose Areas, the parties acknowledge that the development of the Project may include the coordination of both public and private uses in a single building. To the extent that such combination of public/private use does occur in a single structure, the parties agree that the City shall exercise land use authority over the private uses but not the public uses. Where a dispute arises as to whether a particular use or mix of uses is private or public, the issue will be referred to the Solano360 Implementation Committee, which shall attempt to resolve the dispute pursuant to Article 4 of this Agreement.

Section 6.04. Applicable Law. In recognition of the extraordinary investment and commitment in planning and engineering developing the Property, the Parties agree that except as otherwise expressly set forth in this Agreement, the rules, regulations, official policies, standards and specifications applicable to developing the Private Purpose Areas shall be those in force and in effect on the Effective Date and as set forth in the Existing Project Approvals, Subsequent Project Approvals and this Agreement, and, regarding 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*"), with the exception of regulations which are adopted in conformance with and in furtherance of the

Solano360 Specific Plan/Master Plan, as part of the City's proposed comprehensive General Plan and Zoning Code Update adopted pursuant to Section 6.05(B)(5) below. 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 County, to which shall be added from time to time, Subsequent Project Approvals, so that if it becomes necessary in the future to refer to 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 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 in this Agreement, no amendment or repeal of the Applicable Law shall apply to the Project, and County is vested with the right to develop the Private Purpose Areas under this Agreement and the Applicable Law.

Section 6.05. Reservations of Authority.

A. The parties acknowledge and agree City is restricted in its authority to limit its police power by contract and that the limitations, reservations and exceptions in this Agreement should 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 to the contrary, the following regulations and provisions shall apply to developing the Private Purpose Areas:

(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 building code, plumbing code, mechanical code, electrical code, fire code and grading code, and all other uniform construction codes then adopted, or amended by 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 related to property maintenance standards and nuisance abatement/code enforcement provisions.

(5) New City Laws which are adopted in conformance with and in furtherance of the Solano360 Specific Plan/Master Plan, as part of the City's proposed comprehensive General Plan and Zoning Code Update which are developed in consultation with the County and agreed upon in advance by the County. County acknowledges that City is in the process of updating its General Plan and Zoning Code and agrees to negotiate in good faith with City to adopt New City Laws that shall be in conformance with and in furtherance of the Solano360 Specific Plan/Master Plan.

(6) New City Laws applicable to the Private Purpose Areas, 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.

(7) 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, 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 subject to a development agreement.

Section 6.06. Regulation by Other Public Agencies. City and County acknowledge and agree that other public agencies not within the control of City possess authority to regulate aspects of developing the Private Purpose Areas separately from or jointly with City, and this Agreement does not limit the authority of such other public agencies. County shall, at the time required by County under County's construction schedule, apply for all such other permits and approvals as required by other governmental or quasi-governmental entities, including without limitation VSFCDC, for the development of, or the provision of services to, the Project. County, or its assignee, shall also pay all required fees when due to such public agencies for the Private Purpose Areas. County acknowledges that City does not control the any such fees. City shall cooperate with County in County'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 6.07. 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 6.08. Vesting Tentative Maps. If this Agreement, or any part of it, is determined by a final judgment to be invalid or unenforceable and a tentative map has been approved for development of the Property as a vesting map as defined under the Subdivision Map Act, Government Code §§ 66410 *et seq.* where it grants a vested right to County for development of the Project, then and to that extent all rights and protections afforded County under the laws and ordinances applicable to vesting maps shall survive.

Section 6.09. County's Right to Rebuild. City agrees that County may renovate or rebuild portions of the Project 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 consistent with Project Approvals. 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 other Applicable Law.

Section 6.10. 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 Private Purpose Areas or Project; provided, however, the Parties acknowledge City's approval of this Agreement is a legislative action subject to referendum. Without limiting the generality 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 approved or to be approved, issued or granted by City shall apply to the Project or Private Purpose Areas. County 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 County and, at County's expense, shall undertake such actions 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 6.11. Environmental Mitigation. The Parties understand that the EIR is intended to be used not only for the Existing Project Approvals, but also for the Subsequent Project Approvals needed for the Project. Consistent with the CEQA streamlining policies applicable to specific plans, City and County acknowledge City's obligation, for 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 with Subsequent Project Approvals, County may choose to continue in its role as the Lead Agency.

Section 6.12. State and Federal Law. As provided in Government Code section 65869.5, this Agreement shall not preclude the applicability to the Project of changes in laws, regulations, plans or policies, if such changes are 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 under the laws of California ("**Changes in the Law**"). If 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 to determine whether such provisions of this Agreement shall be

modified or suspended, or performance delayed to comply with Changes in the Law, and City and County shall agree to such action as may be reasonably required. Nothing in this Agreement shall preclude County from contesting by any available means (including administrative or judicial proceedings) the applicability to the Project of any such Changes in the Law.

Section 6.13. American with Disabilities Act (ADA) Compliance. County shall comply with the ADA and all other requirements of applicable Federal and State laws regarding the development of the Project.

Section 6.14. Timing of Development. The parties acknowledge that County or City cannot 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 County, such as market orientation and demand, interest rates, absorption, completion of necessary traffic improvements by Caltrans, and other similar factors. Without any limitation 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 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 County shall have the vested right to develop the Project in such order and at such rate and at such times as County deems appropriate in exercising its business judgment, subject to the terms, requirements and conditions of the Project Approvals and this Agreement, except that failure to begin any construction of Phase 1 of the Project within 5 years after the issuance of any project financing for the Project shall constitute a default pursuant to Section 13.03 of this Agreement provided all necessary permits have been obtained.

Section 6.15. City Obligations.

A. City's Good Faith in Processing. In consideration of County entering into this Agreement, and provided that County exercises due diligence and good faith and files full, accurate and complete applications with timely payment of all fees, City agrees it will accept, process and review, in good faith and in a timely manner, all applications related to the Project filed by County or those with rights to lease or otherwise obtain rights to develop any portion of the Private Purpose Areas consistent with the Project Approvals, under 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 this Agreement and the Applicable Law as such scope of review relates to those services and permits under the City's jurisdiction.

B. City Commitment to Grant or Cooperate to Cause Others to Grant Easements to County. City agrees to assist County and use good faith, diligent efforts to ensure that County is granted all easements and rights of way required to develop the Project 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, or third parties.

C. Acceptance of Public Rights of Way, Roads, Public Improvements, Water, Sewer, Storm Drain and Other Utility Systems and Landscaping. Subject to Section 6.15(E) of this Agreement below, City shall accept dedication of the public rights of way, roads, public improvements, water, sewer, storm drain and other utility systems and landscaping identified in the Project Approvals once completed by County in conformance with City/ VSFCDC requirements and standards.

D. Maintenance of Public Rights of Way, Roads, Public Improvements, Water, Sewer, Storm Drain and Other Public Utility Systems and Landscaping. Subject to Section 6.15(E) of this Agreement below, City shall maintain and operate, either directly or by contract, upon acceptance pursuant to Section 6.14(C) above, the public rights of way, roads, public improvements, water, sewer and storm drain systems and other public utility systems and landscaping in public rights of way under Applicable Law in the manner required to serve the Project to be paid from Project revenue and/or permit fees.

E. Irrigation and Landscaping. City will provide non-potable water for landscaping irrigation to the Property, in an amount consistent with County's historical irrigation use of approximately 35 million gallons annually, for the existing golf course and/or public landscaping throughout the Project, subject to a separate agreement between the parties. Maintenance of private on-site landscaping will be provided through a benefit assessment district or at County's option as a performance obligation under the ground lease(s). Upon acceptance of public rights of way, City will provide maintenance to landscaped areas therein.

Section 6.16. 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 County's sole cost and expense and under City development standards and permits/inspections and the applicable utility companies and to the extent feasible. Notwithstanding the foregoing, County, with approval by the City Building Official, in his or her reasonable discretion, may install temporary above-ground utility installations to the extent necessary to serve the Property.

ARTICLE 7. FEES AND INFRASTRUCTURE IMPROVEMENTS

Section 7.01. Taxes, Assessments, Fees and Exactions.

A. Public Purpose Areas. The Parties agree that the Public Purpose Areas are not subject to nor will the County pay 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, and other City fees as provided in this Section 7.01, excepting those fees related to capacity charges such as sewer or potable water which are in force and effect on a City-wide basis at the time those Water Fees, as defined in Section 7.01B(4) below, are payable at the rates then in effect and only in such amount equal to the net capacity used by the Public Purpose Areas.

B. Private Purpose Areas

(1) The Parties agree that the uses in Private Purpose Areas are subject to 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 7.01. Except for the foregoing fees and except as otherwise provided by this Agreement, City may impose no new impact fees or other monetary or non-monetary exactions on the Project or the uses in Private Purpose Areas except pursuant to a general increase in sales tax or other tax as may be mandated through voter approval. 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 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 from time to time to maintain a comprehensive and complete list of such fees, taxes, assessments, and impact fees in effect as of the Effective Date. Notwithstanding the foregoing, the Parties agree to discuss deferral of the timing payment of such fees if requested by a third-party developer.

(2) City may charge and County 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 for 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 enacted or adopted after the Effective Date of this Agreement ("**Federal/State Compliance Fees**").

(3) City may charge and County 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 for 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**").

(4) City may charge and County 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.

(5) City may charge and County 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.

(6) City may charge and County 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 VSFCD sewer fees. City represents and warrants that, as of this Agreement City is not 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 this Agreement. Notwithstanding the above, City Impact fees shall not be charged upon any public use in the Public Purpose Area unless otherwise agreed to by the Parties.

C. Pursuant to Government Code section 51350, City may contract with the County to perform all or any portion of the monitoring, inspection, testing and evaluation services and to process applications, construction and development of the Project by the County Building Official.

ARTICLE 8. SHARING OF REVENUE GENERATED AND COSTS INCURRED

Section 8.01. Project Financing.

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 City taxes and fees generated from the Project. County agrees that City would not enter into this Agreement if City's reasonable costs in providing services were not covered in full by the revenues generated by the Project.

B. The Parties recognize and acknowledge that the Solano360 Specific Plan Public Facilities Financing Plan ("**PFFP**") (Goodwin Consulting Group, November 9, 2012), contemplates and recommends that the County issue six Certificates of Participation ("**COP**") and three Capital Appreciation Bonds ("**CAB**") to fund the Public Use Area share of facilities and infrastructure and to initially fund a portion of the Private Use Area share of facilities.

The Parties recognize and acknowledge that other debt financing mechanisms in lieu of COP and CAB may be utilized during the build-out of the Plan Area. The Parties intend that any other debt financing mechanism would involve interest rates, terms and other provisions substantially similar to what would have been involved in a COP or CAB issuance.

C. Together, COP and CAB and other similar financing mechanisms are defined as Project Financing ("**Project Financing**"). All such Project Financing must be reasonably related to development of the Plan Area. The Parties recognize and acknowledge that the PFFP is non-binding, representing one option for financing the Project, and that other financing mechanisms may be determined to be appropriate when financing is required to implement the Project. The Parties agree that a portion of the Project Financing will also fund oversizing for infrastructure required for the Public Use Area the Private Use Area of the Plan Area and this cost for oversizing infrastructure will be reimbursed at a future time when other financing is in place, as set forth in Section 8.03 below.

D. **“County Annual Project Net Revenue”** is defined as all new annual County General Fund revenue and ground lease revenue resulting from developing the Plan Area, less new annual County operating expenses incurred for public services related to the Plan Area, plus new annual Fair net revenue resulting from development of the Plan Area, as described, for information purposes only and to inform the County and City as part of the Existing Approvals, in the Solano360 Specific Plan Fiscal Impact Analysis (“**FIA**”) (Goodwin Consulting Group, November 9, 2012).

E. **“City Annual Project Gross Revenue”** is defined as all new annual City General Fund revenue resulting from developing the Plan Area, including Property Tax, Sales Tax, Utility Users Tax, Transient Occupancy Tax, and any other source of revenue actually received and related to the Plan Area as described in the FIA, for information purposes only and to inform the County and City as part of the Existing Approvals.

F. The Parties acknowledge that the FIA assumes that each Party will retain a project manager to facilitate implementation of the Project and this Agreement. It is the City’s intent to not retain the City’s project manager until the end of Phase 1.

G. The Parties acknowledge that the FIA assumes, and this Agreement confirms, that the City will maintain the public roads, right-of-way landscaping and signals proposed to be installed in the second year of the Project, in Phase 1a. County agrees to require any contractors who construct such improvements to provide a one-year maintenance warranty, to eliminate the City’s obligation to maintain, and cost to maintain, such improvements for the duration of the one-year warranty period.

H. **“Debt Service”** is defined as the principal and interest payments due on Project Financing issued by the County as described in this Article.

I. The Parties agree that County Annual Project Net Revenue and City Annual Revenue Sharing as defined in Section 8.02 below, are intended to be pledged as Debt Service on Project Financing issued for the Project and that the highest priority for County Annual Project Net Revenue and City Annual Revenue Sharing from the Plan Area will be for servicing the debt on any outstanding Project Financing.

J. Except as provided in Section 8.05 of this Agreement, City makes no commitment to issue debt, or be liable to a third party, including a Certificate Holder on any Project Financing issued by the County, for debt service payments.

K. During Phase 1 of the Project, as such phase is described in the Solano360 Specific Plan/Master Plan, County shall issue Project Financing, estimated in the PFFP to be \$40,600,000 in 2012 dollars, with terms and interest rates similar to those described in the PFFP, but in an amount to be determined by the Parties at the time of issuance to complete the Phase 1 facilities and infrastructure contemplated in the PFFP to be funded by the Project Financing (“**Phase 1 Project Financing**”).

L. County shall pay all Project Financing Debt Service payments in a timely manner and on or before the date Project Financing Debt Service payments are due to the trustee of the Project Financing.

M. In the event that development of the Private Use Area or that Project Financing does not proceed as contemplated in the PFFP and this Agreement, the Solano360 Implementation Committee may consider County or City proposals regarding Project Financing and provisions of this Article, and may recommend amendments to the Agreement.

Section 8.02. City Annual Revenue Sharing Payment

A. City shall provide an annual payment to County representing City’s contribution to the Project, including City’s contribution toward infrastructure improvements and reimbursement to County for City’s one-half share of County’s entitlement costs as stated in the 2009 MOU (“**City Annual Revenue Sharing Payment**”) as defined in this Section 8.02.

B. The City Annual Revenue Sharing Payment shall be calculated as a percentage of the City’s receipt of Secured and Unsecured Property Tax, Property Tax in Lieu of Vehicle License Fee (“VLF”), Sales Tax (exclusive of “**Measure B**”), Utilities User’s Tax and Business License Tax generated from the Plan Area each fiscal year through Fiscal Year (FY) 2062-62. These five revenue sources constitute the “**Available City Revenue**”. The percentage of Annual City Revenue will change throughout the term of the Project and has been calculated based on the projected revenue in the FIA. In the event that State legislation changes the formula by which any component of Available City Revenue is calculated, or for any other reason such formulas are changed, the parties agree to adopt alternate methodologies that will result in City Annual Revenue Sharing Payments similar to those that would occur under formulas in effect as of the date of this Agreement.

The parties agree that the percentage used in each fiscal year to calculate the City Annual Revenue Sharing Payment will be as follows:

Fiscal Years	CITY ANNUAL REVENUE SHARING PERCENTAGE OF AVAILABLE CITY REVENUES
2013-14 through 2015-16	63%
2016-17 through 2021-22	97%
2022-23 through 2042-43	55%
2043-44 through 2062-63	24%

C. An estimate of the City Annual Revenue Sharing Payment (*“Estimated City Annual Revenue Sharing Payment”*) and the annual revenue sharing percentage by fiscal year is included in Exhibit C for the purpose of calculating Advance Payments as described in this Article 8.

D. . To the extent Measure B is renewed or any subsequent City fee or tax is adopted that results in a new source of revenue from the Plan Area, the parties agree that the intent of this Agreement is that the percentages in Section 8.02B above will apply to the new source of City revenue and agree to meet and confer regarding any necessary revision to the definition of Available City Revenue

E. City shall make two advance payments (*“Advance Payments”*) toward the City Annual Revenue Sharing Payment during each fiscal year. One-half of the Estimated City Annual Revenue Sharing Payment shall be due on December 31 of the applicable fiscal year, and one-half of the Estimated City Annual Revenue Sharing Payment shall be due on June 30 of the applicable fiscal year.

F. Not later than 180 days following the end of a fiscal year, City shall provide to County a calculation of the prior year’s City Annual Revenue Sharing Payment as specified in Section 8.02B. Within sixty days of receipt of the calculation of the City Annual Revenue Sharing Payment, County shall provide written acceptance or rejection of the calculation of the City Annual Revenue Sharing Payment. If so rejected, the matter shall be referred to the Solano360 Implementation Committee, whose decision shall be final.

G. Within thirty days of the County’s acceptance of the calculation of the City Annual Revenue Sharing Payment, or within thirty days of a final decision by the Solano360 Implementation Committee, the City shall provide payment to County for any amount due for the prior year, or the County shall provide payment to City for any amount overpaid for the prior fiscal year.

Section 8.03. Project Financing - Phase 2 and Phase 3

A. County shall inform City whenever it begins a process to issue a Project Financing in Phase 2 and Phase 3 of the Project (or for any Project Financing issued after the Phase 1 Project Financing described in Section 8.01). If, prior to issuance of a Phase 2 or Phase 3 Project Financing, City Annual Revenue Sharing Payments or County Annual Project Net Revenue, as defined in this Agreement, are estimated to be insufficient to pay Phase 2 or Phase 3 Project Financing Debt Service, the Parties agree to review the proposed financing and negotiate, prior to the issuance of any new Project Financing, how the Debt Service will be paid by the Parties, which may include all or any combination of the following, or other mechanisms mutually agreed to by the Parties: revise City Annual Revenue Sharing Payment percentages, secure other sources of funding for the facilities and/or infrastructure proposed to be financed by Project Financing, or pledge other revenue sources to pay Debt Service. The mechanism for financing and payment of Debt Service

and/or City Annual Revenue Sharing Payments will be agreed upon in advance of the issuance of Phase 2 or Phase 3 Project Financing.

B. Prior to issuance of additional Project Financing after Phase 1, the parties shall review actual cash flow and updated market conditions and confirm revenue sharing ratios. Prior to Phase 2 commencing, the Parties agree to review market conditions, including current land uses defined in the Solano360 Specific Plan/Master Plan and updated financial analyses, to secure the most feasible and prudent debt financing for facilities and infrastructure, which may trigger the need for the Parties to review, confirm and agree to revised debt and revenue sharing prior to issuance of new Project Financing.

C. Prior to Phase 2, the Parties agree they will work cooperatively and support each other to seek grant and other funding sources to fund the offsite improvements to enable the Solano360 Project to proceed as anticipated in the Solano360 Specific Plan/Master Plan, and to improve traffic circulation for the neighboring area.

D. Any Project Financing proposed to be issued with Debt Service payments beyond the initial term (50 years) of this Agreement must be mutually agreed upon in writing by the Parties.

Section 8.04. City Reimbursement of a Proportionate Share of County Entitlement Cost

A. Beginning in fiscal year 2008/09 and continuing through fiscal year 2012/13, County incurred certain costs in the planning, entitlement and development of the Project (“**County Entitlement Cost**”). City and County agree that the County Entitlement Cost, including interest at 5% per annum on the prior years’ cumulative costs, is \$4,265,000 as of June 30, 2013.

B. It is the intent of this Agreement that the City Annual Revenue Sharing Payments are calculated to include City’s reimbursement to County for one-half of the County Entitlement Cost, as stated in the 2009 MOU (\$2,132,500).

Section 8.05. Community Facilities District Financing

A. City and County will confer to determine which Party shall issue conduit debt financing through Mello-Roos Community Facilities District (“**CFD**”) bonds, or other similar conduit financing mechanisms, to finance the Private Area share of facilities and infrastructure. Under a CFD, special taxes would be collected from the Private Use Area parcels and shared public parking parcels to pay Debt Service on the CFD bonds and to reimburse the County, or to reduce the Debt Service on the portion of the Project Financing that is used to fund oversizing for infrastructure required for the Private Use Area of the Plan Area.

B. City, County or an alternate entity (“*Issuing Party*”) may establish an infrastructure financing CFD under the Mello-Roos Act on its own, acting under its own

authority under the Mello-Roos Act 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, subject to (i) the Issuing Party reserves full and complete discretion regarding legally required findings that must be made with formation of any such proposed infrastructure financing CFD, (ii) nothing in this Agreement is intended to or shall limit the Issuing Party's ability to adopt legally required findings regarding formation of a proposed CFD, and (iii) nothing in this Agreement is intended to or shall prejudice or commit to the Issuing Party regarding the findings and determinations to be made with respect thereto. County shall inform City whenever a CFD bond is required to fund the Private Area share of facilities and infrastructure. City shall use its best effort to issue CFD bonds, and shall consult with County on the terms of CFD bonds. If City or County determine, based on the opinion of qualified Bond Counsel, Financial Advisor, and/or Underwriter that City issuance of CFD bonds is infeasible or not advisable, the Parties agree to work cooperatively to form a CFD and issue the CFD bonds through an alternative entity, such as the Association of Bay Area Governments or a Joint Powers Authority.

C. County and City recognize that other conduit debt financing mechanisms may be utilized during the build-out of the Plan Area, and the principles for conduit financing described shall apply to any conduit debt financing mechanism that may be utilized.

D. The Parties recognize and acknowledge security for CFD financing is the Private Use Area parcels, including any leasehold interest, and not the full faith and credit of County and City, and any other conduit financing should have similar property-based recourse and security.

E. City and County recognize that CFD bonds or other types of conduit bonds may not need to be issued if Private Area developer(s) elect not to utilize such financing and other sources of private financing are instead secured.

Section 8.06. Reporting and Auditing.

The Parties shall make their records available upon reasonable notice and report annually to the Solano360 Implementation Committee regarding the status of Performance of Article 8 of this Agreement.

Section 8.07 Severability.

If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable or the subject of a referendum, the Parties' financial obligations shall continue in full force and effect until the County has been fully reimbursed.

ARTICLE 9. DEVELOPMENT STANDARDS AND REQUIREMENTS

Section 9.01. Compliance with State and Federal Law. County, 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 9.02. Construction of the Project. It is the County's intent to commence and complete the construction and installation of the Infrastructure Improvements within the time in the Project Infrastructure Schedule attached as Exhibit D. Such construction is dependent upon the development of Private Purpose Areas and therefore, shall commence in accordance with the availability of private financing. For this Section 9.02, the term "commence construction" means commencement of construction of the Project building foundation or the Infrastructure Improvements. City and County staff shall have regular meetings during the term of this Agreement to discuss the progress of the development and construction of the Project as set forth in Section 4.03 above. 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 9.03. Prevailing Wage Requirements.

A. County agrees that development of the Public Purpose Areas, 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). County shall comply and shall ensure 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, and all Federal prevailing wage laws, including the Davis-Bacon Act of 1931, as amended, and implementing regulations (collectively, "**Prevailing Wage Laws**") for construction and development of the Project. Without limiting the generality of the foregoing, County shall (i) require its contractors and subcontractors to submit certified copies of payroll records to County; (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 County.

B. County shall defend, indemnify and hold harmless City and its officers, employees, volunteers, agents and representatives against any and all present and future Claims, arising out of or connected with County's obligation to comply with all Prevailing Wage Laws for construction of the Project and the Infrastructure Improvements, including all Claims that may be made by contractors, subcontractors or other third party claimants under Labor Code sections 1726 and 1781.

Section 9.04. 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. County shall use commercially reasonable efforts to design the Project in a manner to meet and achieve LEED "platinum" certification. County 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. If County utilizes commercially reasonable efforts but cannot design the Project to meet LEED "platinum" certification or otherwise fails to receive LEED platinum certification, City staff shall inform the City Council of such failure and County shall utilize commercially reasonable efforts to meet and achieve LEED "gold" certification. Notwithstanding the foregoing, if County utilizes commercially reasonable efforts but cannot design the Project to meet LEED "gold" certification or otherwise fails to receive LEED gold certification, County shall not be in Default under this Agreement, and shall be permitted to proceed with all design, construction and operation of all such buildings.

Section 9.05. Periodic Review.

A. The annual review date for this Agreement shall be conducted by the City Manager, or designee, and initiated during the month of January of each year of the Term of this Agreement, commencing with January, 2014 in accordance with Government Code section 65865.1 and Chapter 17.20 of the Vallejo Municipal Code. County shall provide all documentation necessary to effectuate an annual review. If the City Manager, or designee, requests any documentation from County in furtherance of an annual review, County shall provide such documentation within ten (10) days of County's receipt of such request, unless otherwise mutually agreed upon by City and County.

B. The City Manager, or designee, shall provide County with notice of the annual review no less than twenty (20) days prior to the City Manager's, or designee, anticipated commencement date of the annual review. If the City Manager, or designee, finds good faith compliance by County with this Agreement, the City Manager, or designee, shall so notify County and the Solano360 Implementation Committee in writing.

C. The City Manager, or designee, shall provide written notice to the County if the County is not performing under the material terms and conditions of this Agreement, or if the City Manager, or designee, has any reasonable doubts concerning County's performance. The City Manager, or designee, shall first meet and confer with County to discuss the matter and attempt resolution of the dissatisfaction or doubts that the City Manager, or designee, may have. If, after meeting and conferring with County, the City Manager, or designee, still has reasonable doubts concerning County's performance, the City Manager, or designee, shall refer the matter to the Solano360 Implementation Committee for review.

D. If after review and consideration by the Solano360 Implementation Committee, the City Manager remains in reasonable doubt regarding the County performing under the material terms and conditions of this Agreement, the City Manager shall present the review to the City Council. The City Council shall notify County in writing of its intention to conduct a hearing on whether County has complied in good faith with the material 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 Solano360 Implementation Committee's recommendation, and any

other information the City Council considers necessary to inform County of the proceeding. County shall be given an opportunity to submit evidence and to be heard. If the City Council determines that County has complied in good faith with the material 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, there are significant questions whether County has complied in good faith with the material terms and conditions of this Agreement, the City Council may continue the hearing and shall notify County of the City's intent to meet and confer with County within thirty (30) days of such determination, prior to taking further action. Following such meeting, the City Council shall resume the hearing to further consider the matter and to make a determination, regarding County's good faith compliance with the material 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, under California Government Code section 65865.1 and Vallejo Municipal Code Chapter 17.22.

E. Failure of City to conduct an annual review shall not constitute a waiver by the City of its rights to otherwise enforce this Agreement nor shall County have or assert any defense to such enforcement by any such failure to conduct an annual review.

ARTICLE 10. AMENDMENT OF AGREEMENT AND EXISTING PROJECT APPROVALS

Section 10.01. Amendment of Agreement By Mutual Consent. This Agreement may be amended in writing from time to time by mutual written consent of the Parties or their successors-in-interest or assigns and under Vallejo Municipal Code Chapter 17.10.

Section 10.02. Requirement for Writing. No modification, amendment or other change to this Agreement or any provision shall be effective for any purpose unless set forth in a writing which refers expressly to this Agreement and is signed by duly authorized representatives of both Parties and/or successors.

Section 10.03. Amendments to Development Agreement Statute. This Agreement has been entered into in reliance upon 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 apply to this Agreement, unless such amendment or addition is 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 11. COOPERATION AND IMPLEMENTATION

Section 11.01. Future Project Applications. County and City acknowledge and agree that County intends to submit Future Project Applications. For any Future Project Application, the City shall exercise its discretion under Applicable Law, the Project Approvals and this Agreement, including the reservations of authority in Section 6.05.

County acknowledges that City's approval of and entering into this Agreement does not constitute City's approval of County's applications for Future Project Applications.

A. Future ministerial applications 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. City agrees to use its best efforts to expedite processing of future ministerial applications to the extent the submittals are in substantial accordance as envisioned in the Solano360 Specific Plan/Master Plan and pursuant to requirements of the VMC and Applicable Law.

Section 11.02. Processing Applications for Future Project Applications.

A. County acknowledges that City cannot begin processing Future Project Applications until County submits complete applications on a timely basis. County 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; and (ii) cause County'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 County and City to cooperate and diligently work to obtain any and all Future Project Applications.

B. Upon submission by County of all appropriate applications and processing fees for any pending Future Project Application, 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 County's pending Future Project Applications including: (i) expedited planning and processing of each pending Future Project Applications; (ii) if legally required, providing notice and holding public hearings; and (iii) acting on any such pending Future Project 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 Future Ministerial Applications 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 tools to implement those final policy decisions, and shall be approved by City so long as they are consistent with this Agreement, Existing Project Approvals, and Applicable Law.

D. Nothing shall limit the ability of City to require the necessary reports, analysis or studies to assist in determining the requested Future Ministerial Application is consistent with this Agreement and the Existing Project Approvals. If the City reasonably determines a Future Ministerial Application is not consistent with this Agreement or the Existing Project Approvals and should be processed as a Future Discretionary Application

rather than a Future Ministerial Application, the City shall notify the County in writing. County shall then either modify the application to conform to this Agreement and the Existing Project Approvals or process the application as a Future Discretionary Application.

Section 11.03. Other Agency Subsequent Project Approvals; Authority of City.

A. City shall cooperate with County, to the extent appropriate and as permitted by law, in County's efforts to obtain, as required, approvals on Other Agency Future Project Applications.

B. Notwithstanding the issuance to County of Other Agency Subsequent Project Approvals, County agrees that City shall have the right to review, modify, approve and/or reject any and all submissions subject to the Other Agency Future Project Applications which, but for the authority of the other governmental or quasi-governmental entities to approve the Other Agency Future Project Applications, would otherwise require City approval.

C. To the extent that other public agencies having jurisdiction over the Project require modifications to the Solano360 Specific Plan/Master Plan for purposes of implementing or constructing any improvement, the Parties agree to work cooperatively to seek such necessary approvals to effectuate the intent of this Agreement.

Section 11.04. Vallejo Sanitation and Flood Control District. VSFCD provides sanitary sewer and flood control services for the Project. County, 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 and to pay its fair share of the costs of such improvements in accordance with the Solano360 Specific Plan/Master Plan and the EIR.

Section 11.05. Utilities. Pacific Gas and Electric is a private utility company providing electricity and natural gas services under a franchise with the City. County shall, at its sole expense, work with Pacific Gas and Electric and/or other applicable utility provider(s), to provide all electricity and natural gas utilities needed to serve the Project.

Section 11.06. Implementation of Necessary Mitigation Measures. The County has adopted certain mitigation measures and approved a MMRP for the Project. County shall, at its sole cost and expense, comply with all MMRP requirements applicable to the Project, and Infrastructure Improvements.

ARTICLE 12. ASSIGNMENT, TRANSFER AND NOTICE

Section 12.01. Assignment. To the extent that County enters into an agreement with a developer(s) to construct the horizontal and/or vertical developmental of Project as envisioned in the Solano360 Specific Plan/Master Plan, the County may request that all or portion of this Agreement relating to the Private Purpose Areas is assigned or transferred to the developer(s) ("*Assignee*"). The transfer or assignment of any right or interest of the Private Purpose Area shall be made only after consultation with the Solano360 Implementation Committee.

Section 12.02. Conditional Release of Transferring Party. Notwithstanding any transfer or assignment of its obligations under this Agreement, County shall continue to be obligated under this Agreement as to all or the portion so transferred unless City in its sole discretion is satisfied that the Assignee is fully able to comply with County's obligations under this Agreement (both financially and otherwise) and County is given a release in writing. County shall provide to City all information reasonably necessary for City to determine the financial and other capabilities of Assignee. City shall, execute such consent only if:

A. County is not then in Default under this Agreement and has received no notice of breach under Section 13.01.

B. County has provided City with notice and the fully executed assignment and assumption agreement.

C. Assignee provides City with security necessary to secure performance of its obligations, including the Infrastructure Improvements.

ARTICLE 13. DEFAULT; REMEDIES; TERMINATION

Section 13.01. Breach; Default.

A. Subject to extensions of time under Section 13.04 or by mutual consent in writing, the failure or delay by either Party to perform any term or provision shall constitute a breach of this Agreement. If alleged breach of this Agreement occurs, the Party alleging such breach shall give the other Party notice in writing specifying the breach and the manner in which said breach or default may be satisfactorily cured, and the Party in breach shall have sixty (60) days following such notice to cure such breach, except that if a breach of an obligation to make a payment occurs, the Party in breach shall have thirty (30) days to cure the breach. If the breach is of a type that cannot be cured within sixty (60) days, the breaching Party shall not be in Default (defined below) provided the breaching Party (i) commences to cure the breach within such 60-day period, (ii) notifies the non-breaching Party within the initial 60-day period of the time it will take to cure such breach which shall be a reasonable period under the circumstances, and (iii) diligently and continuously prosecutes such cure to completion. If the breaching Party has not cured the breach or default within the applicable time 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 13.03 below.

B. Other circumstances constituting a Default shall be:

(1) The discovery that a representation or warranty made by either of the Parties proves to have been incorrect when made;

(2) Either Party being made the subject of an order for relief by a bankruptcy court, or is unable or admits its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors;

(3) Sale or other transfer of the Property or the Project, or any portion thereof, by the County, without compliance with the applicable provisions of this Agreement;

(4) Issuance of debt by the County beyond what is contemplated by this Agreement or without compliance with the applicable provisions of this Agreement;

(5) Failure by the County to begin construction of Phase 1 of the project within 20 years of the Effective Date unless a later time is agreed to in writing by City;

(6) Failure of either Party to pay proportionate share of Debt Service after reasonable notice and opportunity to cure.

C. In the event of the occurrence of a Default listed in Section B above, no additional cure period shall be provided and the non-breaching Party shall be excused from further performance under this Agreement and may, at its option, terminate the Agreement, institute legal proceedings pursuant to this Agreement and shall have such remedies as are set forth in Section 13.03 below, or any remedy at law or in equity.

Section 13.02. Withholding of Permits. If a Default occurs by County, City shall have the right to refuse to issue any approvals on Future Project Applications. This provision is besides and in addition to any other allowable actions that City may take to enforce the conditions of the Project Approvals.

Section 13.03. Remedies.

A. If County is in Default in its performance, City shall provide notice and an opportunity to cure pursuant to Section 13.01 of this Agreement. If the City wishes to terminate the Agreement, the City shall notify the County of its intent to terminate under Government Code § 65868 and the VMC.

B. City and County agree that if Default occurs by either Party, the Parties intend that the primary remedy shall be specific performance of this Agreement. A claim by a Party for actual monetary damages may only be considered if specific performance is not granted by the Court.

C. Besides any other rights or remedies, either Party may institute legal action to cure, correct or remedy any Default, to enforce any covenants or agreements, to enjoin any threatened or attempted violation, or to obtain any other remedies consistent with the purpose of this Agreement. Any such legal action shall be brought in the Superior Court for Solano County, California.

Section 13.04. Enforced Delay; Extension of Time of Performance. Subject to the limitations set forth below, performance by either party shall not be deemed 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 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 run from the time of the commencement of the cause (but 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 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 two (2) year maximum extension).

Section 13.05. Resolution of Disputes. Regarding any dispute involving the Project, resolution of which is not provided for by this Agreement or Applicable Law, County 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 13.05 shall be interpreted as requiring County and City and/or City's designee agree regarding those matters being addressed, nor shall the outcome of these meetings be binding on City or County unless expressly agreed to by the parties to such meetings.

ARTICLE 14. INDEMNITY AND INSURANCE

Section 14.01. County to indemnify City.

A. County agrees to defend, indemnify, and hold harmless the City of Vallejo, its officers, agents, employees, and independent contractors (collectively, "***City Indemnitees***") from any and all claims, actions or proceedings brought against any of the foregoing individuals or entities, seeking to attack, set aside, void or annul any Existing Project Approvals, Future Project Approvals, or related decision, or the processing or adoption of the EIR which relate to the approvals. This indemnification shall include, but is not limited to, all damages, costs, expenses, attorney fees or expert witness fees that may be awarded to the prevailing party arising out of or in connection with the approval(s) of the application or any related decisions, whether or not there is concurrent, passive or active negligence on the part of the City Indemnitees.

B. County shall also indemnify and hold the City Indemnitees free and harmless from any liability whatsoever, (i) based or asserted upon any negligent or intentional act or omission of the County, its officers, agents, employees, subcontractors and independent contractors, for property damage, bodily injury, or death (the Developer's employees included) or any other element of damage of any kind or nature, relating to or in any way connected with the Property or arising from the activities contemplated under this Agreement, save and except claims for damages arising through the gross negligence or willful misconduct of the City, or (ii) arising out of an event of Default by County. The County shall defend, at its expense, including attorneys' fees, the City Indemnitees in any legal action based upon such alleged acts or omissions.

C. County shall also shall indemnify and hold the City, its officers, agents, and employees free and harmless from any liability, based or asserted, upon any act or omission of the County, its officers, agents, employees, subcontractors and independent contractors for any violation of any federal, state or local law, ordinance or regulation relating to hazardous or toxic materials, industrial hygiene, or environmental conditions created by the County or its officers, agents, employees, contractors, subcontractors and independent contractors on, under or about the Property, including, but not limited to, soil and groundwater conditions, and the County shall defend, at its expense, including attorneys' fees, the City, its officers, agents and employees in any action based or asserted upon any such alleged act or omission.

D. City agrees to act reasonably to promptly notify the County of any claim, action, or proceeding arising out of County's obligations pursuant to this Section 14.01 and provide County access to City records and/or files to defend against such claims, actions or proceedings. At its sole discretion, the City may participate at its own expense in the defense of any such claim, action or proceeding, but such participation shall not relieve the County of any obligation imposed by this Section.

Section 14.02. City to Indemnify County. City agrees to defend and indemnify the County, its agents, officers and employees (collectively referred to in this paragraph as "**County Indemnitees**") from any claim, action or proceeding against the County Indemnitees, arising out of the acts or omissions of the City in the performance of this Agreement or (ii) arising out of an event of Default by City. At its sole discretion, the County may participate at its own expense in the defense of any such claim, action or proceeding, but such participation shall not relieve the City of any obligation imposed by this Section. The County shall notify the City promptly of any known claim, action or proceeding and cooperate fully in the defense. For purposes of this Section, City's performance under this Agreement includes Future Project Applications or related decisions, but only to the extent the City Council unilaterally modifies or imposes additional conditions on County-initiated applications prior to approving Future Project Application, after the County has protested the modification or condition in writing.

Section 14.03. Insurance Requirements.

A. During any period of construction of public improvements within the City right-of-way, the County shall procure and maintain, or cause its contractor(s) to procure and maintain, for the duration of this Agreement commercial general liability insurance, workers compensation, and other types of insurance in limit amounts and on such forms that may be required by the City in its reasonable discretion and then commonly available in the commercial insurance marketplace. County's insurance shall be placed with insurers with a current A.M. Best's rating of no less than A-:VII or a rating otherwise approved by the County Counsel in his or her sole discretion. County shall furnish at City's request appropriate certificate(s) of insurance evidencing the insurance coverage required by City, and the City Parties shall be named as additional insured parties under the required policies. The certificate of insurance shall contain a statement of obligation on the part of the carrier to notify City of any material change, cancellation or termination of the coverage at least thirty (30) days in advance of the effective date of any such material change,

cancellation or termination (ten (10) days advance notice in the case of cancellation for nonpayment of premiums) where the insurance carrier provides such notice to the County. Coverage provided by the County shall be primary insurance and shall not be contributing with any insurance, self-insurance or joint self-insurance maintained by City, and the policy shall contain such an endorsement. The insurance policy or the endorsement shall contain a waiver of subrogation for the benefit of City and its insurers, if such waiver is available in the commercial insurance marketplace. County shall include or cause its contractor(s) to include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each contractor and subcontractor. All coverage for contractors and subcontractors shall be subject to all the requirements stated above.

ARTICLE 15. MISCELLANEOUS PROVISIONS

Section 15.01. Incorporation of Recitals, Exhibits and Introductory Paragraph. The Recitals in this Agreement, the introductory paragraph preceding the Recitals and the attached Exhibits are incorporated into this Agreement as if fully set forth.

Section 15.02. Severability. If any term or provision, or applying any term or provision to a situation, is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining terms and provisions of this Agreement, or applying 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, or applying such provision to a 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 15.03. Construction. Each reference in this Agreement to this Agreement or the Existing Project Approvals or Subsequent Project Approvals shall be deemed to refer to the Agreement, Existing Project Approvals or Subsequent Project Approval as it may be amended from time to time, whether or not the 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 County, 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 provided otherwise.

Section 15.04. Covenants Running with the Land. All of the provisions 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, whether by operation of law or in any manner. All of the provisions in this Agreement shall be enforceable as equitable servitudes and shall

constitute covenants running with the land under California law including California Civil Code section 1468. Each covenant to act or do not act benefits or a burden upon the Private Purpose Areas runs with the Private Purpose Areas and is binding upon County and each successor or assign of County during developing such Private Purpose Areas of the Project.

Section 15.05. Entire Agreement, Counterparts and Exhibits. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original. This Agreement, 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 regarding all or any part of the matter.

Section 15.06. Recordation of Agreement. Under 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 15.07. No Joint Venture or Partnership. It is understood and agreed to by and between the parties that: (i) 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 under this Agreement or for the various Existing Project Approvals or Subsequent Project Approvals; (ii) County shall have full power over and exclusive control of the Project described, subject only to the limitations and obligations of County under this Agreement, the Existing Project Approvals, Subsequent Project Approvals, and Applicable Law; and (iv) City and County renounce the existence of any form of agency relationship, joint venture or partnership between City and County except as set forth in this Agreement.

Section 15.08. Waivers. All waivers of this Agreement shall be in writing and signed by the appropriate authorities of City and County.

Section 15.09. California Law. This Agreement shall be construed and enforced under the laws of California.

IN WITNESS WHEREOF, this Agreement has been entered into by and between County and City as of the day and year first above written.

[SIGNATURES ON FOLLOWING PAGE]

COUNTY:

County of Solano, a political subdivision of the State of California

By: _____
Birgitta Corsello, County Administrator

Date Signed: _____

APPROVED AS TO FORM:

By: _____
County Counsel

CITY:

City of Vallejo, a municipal corporation

By: _____
Daniel E. Keen, City Manager

Date Signed: _____

APPROVED AS TO FORM:

By: _____
Claudia Quintana, City Attorney

ATTEST:

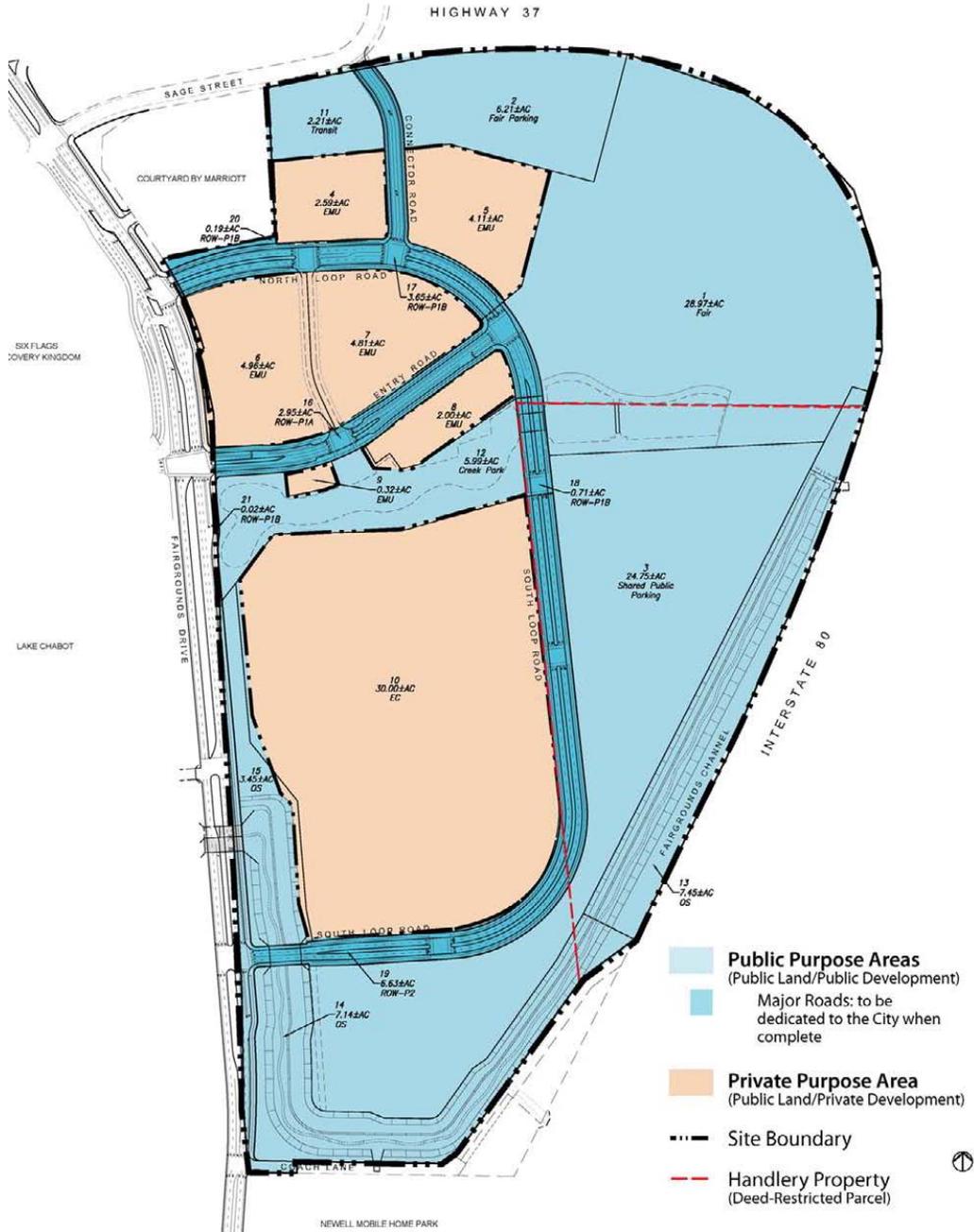
By: _____
City Clerk

APPROVED AS TO INSURANCE REQUIREMENTS

By: _____
Darrell Handy, Risk Manager

EXHIBIT A

Site Plan



CITY OF VALLEJO

Fiscal Year 2012-2013

Fee Schedule

Fees Effective July 1, 2012

APPROVED BY: /s/
Deborah Lauchner
Finance Director

6/28/2012

**FY 2012-2013 City of Vallejo Fee Schedule
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**FY 2012-2013 City of Vallejo Fee Schedule
Surcharge Fees**

Surcharges		FY 2012-13 Fee	
No.	Service Name	Fee Amount	Notes
1	Technology Surcharge:		
2	Engineering	4%	
3	Building	4%	
4	General Plan Update Surcharge:		
5	Planning	5%	
6	Building	5%	
7	Permit Streamlining Surcharge:		
8	Planning	3%	
9	Building	3%	

**FY 2012-2013 City of Vallejo Fee Schedule
Administrative Fees**

Administrative		<i>FY 2012-13 Fee</i>	
No.	Service Name	Fee Amount	Notes
1	Records Research	hourly	
2	Returned Check Fee	first \$25; each add'l \$35	
3	Photocopy, 1st 10 pages	\$0.10 per page	
4	Photocopy, each add'l	\$0.10 per page	
5	Copy of Maps/Drawings (2' x 3' or smaller): 1st	\$8.10	
6	Copy of Maps/Drawings (2' x 3' or smaller): each add'l	\$3.00	
7	Copy of Maps/Drawings (larger than 2' x 3'): 1st	\$12.20	
8	Copy of Maps/Drawings (larger than 2' x 3'): each add'l	\$4.00	
9	Print from Microfilm, 1st	\$5.10	
10	Print from Microfilm, each add'l	\$1.00	
11	Extract of Doc & Certification	\$10.20	
12	Certify Existing Docs	\$10.20	
13	Set up for Listening of Tapes	\$1.00	
14	Copy of Audio Tape	\$10.20	
15	Active Record Searches	hourly	
16	Search for Inactive Records	hourly	
17	Transcription from Tapes	hourly	
18	Documents in Stock & Printed	\$0.10/ page or actual cost	
19	Copies of Miscellaneous City Documents	cost	
20	Video Tapes	\$26.50	
21	Standard Specifications	\$58.00	
22	Police Accident Report	\$10.20	
23	Police Photo - 1st	\$20.40	
24	Police Photo- each add'l	\$3.00	
25	Budget/ CAFR copy	\$27.50	
26	Special Reports by Consultant	Cost + 10%	
27	Computer Data/ Use of Equip	\$16.30	
28	Copies on CD	\$5.10	
29	Listing of Vallejo Businesses	\$30.60	

Footnotes:

Fee #2 Returned Check Fee: This fee is restricted by California Civil Code section 1719 (a) (1). The new fee reflects the maximum fee allowed.

**FY 2012-2013 City of Vallejo Fee Schedule
Fire Prevention Fees**

Fire		<i>FY 2012-13 Fee</i>	
No.	Service Name	Fee Amount	Notes
<u>Plan Review and Inspection Services</u>			
1	Automatic fire extinguishing systems (non-sprinkler types)	\$661	
2	Fire alarm systems	\$542	plus \$6 per device
3	Installation of liquid petroleum gas tanks	\$413	
4	Installation of medical gas systems	\$413	
5	Installation of spray booths	\$661	
6	Site plan review	\$248	
7	Bell & Pull Stations in Residential Care Homes	\$248	
8	New building plan review and inspection		26% of building permit & plan check fee
9	Building Fire flow requirement	\$248	
10	Monitoring equipment for sprinkler/alarm systems	\$248	plus \$6 per device
11	Underground fire service installation	\$578	
12	Automatic Fire Sprinkler Systems (New Installation and/or Modifications)	\$1,241	or \$0.10 per square foot, whichever is greater
13	Special After Hours Inspections	Overtime Hourly Rates	
14	Sprinkler Water Flow Design Test	\$505	
<u>BASE FEE BY OCCUPANCY</u>			
15	Pre-insp of residential care facil <25	\$185	
16	Pre-insp of residential care facil >25	\$248	
17	Fire Clearance Inspection Fee	\$185	
18	Clinics requiring licensing clearance	\$248	
19	Residential Care Homes	\$248	
20	R-1 Residential Occupancies	\$434	
21	R-2 Residential Occupancies	\$434	
22	R-2.1 Assisted Living & Social Rehabilitation Facilities	\$248	
23	R-3 Residential Occupancies	\$165	
24	R-4 Residential Occupancies	\$248	
25	Family Day Care (7-12)	\$165	
26	I-2 Hospitals, Nursing Homes & Other Non-Amb Health Care Facilities	\$558	
27	I-2.1 Ambulatory Health Care Facilities	\$496	
28	I-3 Jails, Correctional Centers & Other Places of Involuntary Restraint	\$496	
29	I-4 Day Care Facilities	\$248	

**FY 2012-2013 City of Vallejo Fee Schedule
Fire Prevention Fees**

Fire		<i>FY 2012-13 Fee</i>	
No.	Service Name	Fee Amount	Notes
30	High-rise annual inspection	\$1,303	
31	Compliance follow-up in business occupancies	\$185	
<u>DUPLICATION SERVICES</u>			
32	Copies of incident reports	per City Clerk	
33	Copies of photographs	per City Clerk	
<u>FIRE SAFETY INSPECTIONS</u>			
34	Various	\$185	
35	Stand By	\$185	
36	Aerosol Products	\$185	
37	Aircraft/boat refueling vehicles	\$310	
38	Aircraft repair hangers	\$806	
39	Automobile wrecking yard	\$558	
40	Bowling pin or alley refinishing	\$310	
41	Candles and open flame in assembly areas	\$207	
42	Carnivals & Fairs	\$434	
43	Cellulose nitrate film	\$124	
44	Cellulose nitrate storage	\$124	
45	Combustible fiber storage	\$207	
46	Combustible material storage	\$310	
47	Compressed gases Cryogens	\$248	
48	Dry cleaning plants	\$310	
49	Dust-producing operations, explosives or blasting agents	\$434	
50	Fire hydrants & water control valves	\$185	
51	Fireworks display, public, per day per display	\$434	
52	Flammable or combustible liquid tanks (above ground): Annual permit to store	\$248	
53	Flammable or combustible liquid tanks (above ground): Permit to install	\$434	
54	Fruit Ripening	\$165	
55	Fumigation or thermal insecticide fogging	\$185	
56	Garages, repair	\$310	
57	Hazardous materials and production materials	\$289	

**FY 2012-2013 City of Vallejo Fee Schedule
Fire Prevention Fees**

Fire		<i>FY 2012-13 Fee</i>	
No.	Service Name	Fee Amount	Notes
58	High-piled combustible storage	\$310	
59	Junk Yards	\$372	
60	Liquid or gas fueled equipment (in assembly buildings)	\$207	
61	LPG Dispensing	\$310	
62	Lumber Yards	\$330	
63	Magnesium working	\$248	
64	Mall, covered: Temporary kiosks, etc.	\$185	
65	Mall, covered: As Assembly	\$372	
66	Mall, covered: Open flame or flame-producing device	\$248	
67	Mall, covered: Display liquid or gas fueled equip.	\$248	
68	Matches/ Lighters	\$207	
69	Nitrate film	\$185	
70	Occupant load increase	\$185	
71	Open Burning	\$185	
72	Organic Coatings	\$207	
73	Ovens, industrial baking or drying	\$248	
74	Parade floats	\$207	
75	Places of Assembly: A-1	\$372	
76	Places of Assembly: A-2	\$289	
77	Places of Assembly: A-3	\$207	
78	Places of Assembly: A-4	\$372	
79	Places of Assembly; A-5	\$372	
80	Private School (K-12)	\$227	
81	Pyrotechnic special effects materials	\$434	
82	Radioactive materials	\$434	
83	Refrigeration Equipment	\$310	
84	Repair of Automatic Fire Sprinkler System	\$103	
85	Sprinkler system 5 year service test (per test/report)	\$248	
86	Spraying or Dipping	\$207	
87	Tents and Air-Supported Structures	\$310	
88	Tire Recapping	\$207	
89	Tire Storage	\$207	
90	Waste Material Handling Plant	\$434	

**FY 2012-2013 City of Vallejo Fee Schedule
Fire Prevention Fees**

Fire		<i>FY 2012-13 Fee</i>	
No.	Service Name	Fee Amount	Notes
91	Welding & Cutting Operations	\$207	
92	Witness/deposition appearance	hourly	
93	Late or non-renewal of permit	\$185	
94	Annual Inspection Fee	\$185	

**FY 2012-2013 City of Vallejo Fee Schedule
Police Fees**

Police		<i>FY 2012-13 Fee</i>	
No.	Service Name	Fee Amount	Notes
1	Concealed Weapon - Renewal (2 yr)	\$25	
2	Concealed Weapon Permit Initial (2 yr)	\$100	
3	Reports	\$18	
4	Background Checks	\$26	
5	Impounded Vehicle Release	\$331	
6	Veto Impounds	\$412	
7	Repossessed Vehicles Release	\$9	
8	Dance/Sound/ABC Review	\$98	
9	Taxi- Initial Driver Permit	\$153	
10	Taxi- Driver Permit Annual Renewal	\$61	
11	Taxi- Driver Permit Replacement/Trans	\$30	
12	Taxi- Initial Annual Taxi Insp (med +1 reinsp)	\$222	
13	Taxi- Replace Medallion	\$30	
14	False Alarm- Unlawful Use of Holdup Alarm	\$231	
15	False Alarm- Alarm Company in Substantial Non-Compliance	\$79	
16	False Alarm- Holdup Alarm	\$505	
17	False Alarm- Instrusion Alarm	\$348	
18	False Alarm- Panic Alarm	\$348	
19	Research Fee	Hourly Rates	
20	DUI Response	Hourly Rates	
21	Second Hand Dealer Permit	\$207	
22	Additional Taxi Convenience and Necessity Evaluation	\$3,022	
23	Tow Company Fingerprint Fee	\$51	

Footnotes:

Fee #1) Concealed weapon renewal fees are restricted to \$25 by Penal Code section 12054. An extra \$150 may be charged if psychological testing is required.

Fee #2) Concealed weapon fees are restricted to \$100 by Penal Code section 12054. An extra \$150 may be charged if psychological testing is required.

FY 2012-2013 City of Vallejo Fee Schedule

Building Fees

(includes surcharges when appropriate) *

		<i>FY 2012-13 Fee</i>	
No.	Service Name	Fee Amount	Notes
<u>Building Permits</u>			
<u>Valuation Range:</u>			<u>Plus Rate per Unit:</u>
1	\$1 to \$500	\$95	
2	\$501 to \$3,800	\$95	* for the first \$501 plus \$3.01 for each additional \$100, or a fraction thereof, to and including \$3,800
3	\$3,801 to \$10,000	\$207	* for the first \$3,801 plus \$1.30 for each additional \$100, or a fraction thereof, to and including \$10,000
4	\$10,001 to \$44,000	\$287	* for the first \$10,001 plus \$13.59 for each additional \$1,000, or a fraction thereof, to and including \$44,000
5	\$44,001 to \$236,000	\$750	* for the first \$44,001 plus \$5.87 for each additional \$1,000, or a fraction thereof, to and including \$236,000
6	\$236,001 to \$480,000	\$1,876	* for the first \$236,001 plus \$6.54 for each additional \$1,000, or a fraction thereof, to and including \$480,000
7	\$480,001 to \$1,200,000	\$3,472	* for the first \$480,001 plus \$5.02 for each additional \$1,000, or a fraction thereof, to and including \$1,200,000
8	\$1,200,001 and Up	\$7,089	* for the first \$1,200,001 plus \$4.44 for each additional \$1,000, or a fraction thereof
<u>Additional Fees As Applicable</u>			
9	Plan Check Fee	70% of building permit	
10	Title 24	65% of building permit	
11	Electrical Permit	20% of building permit	
12	Mechanical Permit	25% of building permit	
13	Plumbing Permit	30% of building permit	

FY 2012-2013 City of Vallejo Fee Schedule

Building Fees

(includes surcharges when appropriate) *

		<i>FY 2012-13 Fee</i>	
No.	Service Name	Fee Amount	Notes
<u>Building Flat Fees</u>			
14	Water Heater Permit	\$113	
15	Conversion to Tankless Water Heater Permit	\$183	
Residential Reroof:			
16	1 - 2,000 square feet ¹	\$247	
17	2,001 - 4,000 square feet ¹	\$357	
18	4,001+ square feet ¹	\$425	
19	Production Plan Review	\$629	
20	200 Amp Panel	\$182	
21	Residential Solar Electric Energy Permit, \$0 - \$26,000 valuation	\$286	
22	Residential Solar Electric Energy Permit, \$26,001 + valuation	\$402	

¹ Roofs built with "green" materials as determined by the Development Services Director will receive a 20% discount.

FY 2012-2013 City of Vallejo Fee Schedule

Building Fees

(includes surcharges when appropriate) *

		<i>FY 2012-13 Fee</i>	
No.	Service Name	Fee Amount	Notes
<u>Mechanical, Plumbing and Electrical Permits</u>			
23	\$1 to \$500	\$95	
24	\$501 to \$3,800	\$95	* for the first \$501 plus \$3.01 for each additional \$100, or a fraction thereof, to and including \$3,800
25	\$3,801 to \$10,000	\$207	* for the first \$3,801 plus \$1.30 for each additional \$100, or a fraction thereof, to and including \$10,000
26	\$10,001 to \$44,000	\$287	* for the first \$10,001 plus \$13.59 for each additional \$1,000, or a fraction thereof, to and including \$44,000
27	\$44,001 to \$236,000	\$750	* for the first \$44,001 plus \$5.87 for each additional \$1,000, or a fraction thereof, to and including \$236,000
28	\$236,001 to \$480,000	\$1,876	* for the first \$236,001 plus \$6.54 for each additional \$1,000, or a fraction thereof, to and including \$480,000
29	\$480,001 to \$1,200,000	\$3,472	* for the first \$480,001 plus \$5.02 for each additional \$1,000, or a fraction thereof, to and including \$1,200,000
30	\$1,200,001 and Up	\$7,089	* for the first \$1,200,001 plus \$4.44 for each additional \$1,000, or a fraction thereof
<u>Additional Fees As Applicable</u>			
31	Plan Check Fee	70% of building permit	
32	Title 24	65% of building permit	

FY 2012-2013 City of Vallejo Fee Schedule

Building Fees

(includes surcharges when appropriate) *

		<i>FY 2012-13 Fee</i>	
No.	Service Name	Fee Amount	Notes
<u>Additional Surcharges, As Applicable (Add to Above Fees)</u>			
33	Recycle: Construction & Demo Debris Fee	\$402	
34	State "SMIP" Fee (Strong Motion Instrumentation Program)	See Attachment 3	California Public Resource Code Section 2700 to 2709.1. Code Section 2705 lists fee amount calculation.
35	Building Permit Valuation Table	See Attachment 4	Table for determining building valuation
36	Inspections outside normal business hours	-	\$141 per hour (minimum charge - two hours) ²
37	Re-inspection Fee	-	\$141 per hour (minimum charge - one-half hour). Assessed pursuant to VMC 305.8 ²
38	Additional plan review required by changes, additions or revisions to plans	-	\$141 per hour (minimum charge - one half hour)
39	Code Enforcement Cases	-	\$141 per hour
40	Use of outside consultants for checking plans and inspections, or both	-	Actual Costs ³

Footnotes:

² Or the hourly cost to the City, whichever is greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved.

³ Actual costs include administrative and overhead costs.

FY 2012-2013 City of Vallejo Fee Schedule

Planning Fees

(all fee amounts include an 8% surcharge)

Planning		<i>FY 2012-13 Fee</i>	
No.	Service Name	Fee Amount	Notes
<u>Zoning Applications</u>			
1	Administrative Permit - Minor (includ tree removal)	\$87	
2	Administrative Permit	\$551	
3	Annexations		Fee based on current actual hourly rates, times actual time to process. Plus State & County Fees.
4	Appeal to Commission plus noticing fee	\$514	Plus Public Notice Lists Fee
5	Appeal to Council plus noticing fee	\$514	Plus Public Notice Lists Fee
6	Certificate of Appropriateness > 100 sq ft & others to AHLC	\$2,028	
7	Certificate of Appropriateness - Demolitions, Minor	\$606	
8	Certificate of Appropriateness - Demolitions, Major	\$2,866	
9	Certificate of Appropriateness - All Others, staff level	\$528	
10	Certificate of Compliance	\$1,493	
11	Certificate of Conformity	\$1,775	
12	Development Agreement		Fee based on current actual hourly rates, times actual time to process
13	Development Agreement - Amendment		Fee based on current actual hourly rates, times actual time to process
14	Development Agreement - Review		Fee based on current actual hourly rates, times actual time to process
15	General Plan Amendment	\$7,471	
16	General Plan Amendment <5 acres or <.5 FAR	\$3,735	
17	Minor Exception	\$1,378	
18	Minor Use permit - General	\$1,025	
19	Minor Use Permit - Day Care	\$1,070	
20	Second Unit Review	\$739	
21	Planned Development - Master Plan	\$17,184	
22	Planned Development - Master Plan <5 acres or <.5 FAR	\$8,591	
23	Planned Development- Master/Unit Plans	\$17,369	
24	Planned Development - Master/Unit Plans <5 acres or <.5 FAR	\$8,684	
25	Planned Development- Unit plan (Council)	\$6,908	
26	Planned Development - Unit Plan (Council) <5 acres or <.5 FAR	\$4,027	
27	Planned Development - Unit plan (Commission)	\$6,960	
28	Planned Development - Unit plan (Single Family Dwelling)	\$4,190	
29	Planned Development - Unit plan (Amendment)		25% of applicable plan fee

FY 2012-2013 City of Vallejo Fee Schedule

Planning Fees

(all fee amounts include an 8% surcharge)

Planning		<i>FY 2012-13 Fee</i>	
No.	Service Name	Fee Amount	Notes
30	Planned Development - Unit plan (Staff)	\$3,696	
31	Preliminary Review		Fee based on current actual hourly rates, times actual time to process
32	Public Convenience or Necessity	\$3,638	
33	Public Notice Lists (100 & 200 feet)	\$231	
34	Public Notice Lists (500 feet)	\$573	
35	Rezoning, Prezoning, Text Amendment	\$8,336	
36	Rezoning, Prezoning, Text Amendment <5 acres or <.5 FAR	\$4,167	
37	Sign Permits - Painted, Face Changes, Temps (banners <30 days)	\$110	
38	Sign Permits - All Others	\$220	
39	Sign Master Plan/Program	\$584	
40	Site Development - Existing Single Family Dwelling	\$2,933	
41	Site Development - Existing Single Family Dwelling (View Dist)	\$4,719	
42	Site Development - Other Existing Use	\$3,363	
43	Site Development - New Single Family Dwelling	\$3,561	
44	Site Development - New Single Family Dwelling (View Dist)	\$4,939	
45	Site Development - Multi Family	\$5,800	
46	Site Development - Other New Uses 1-5,000 square feet	\$5,061	
47	Site Development - Other New Uses > 5,000 square feet	\$5,745	
48	Site Development - Time Extension	\$794	
49	Site Development - Minor (resid & comm)	\$639	
50	Special Requests		Fee based on current actual hourly rates, times actual time to process
51	Specific Plan New		Fee based on current actual hourly rates, times actual time to process
52	Specific Plan Amendment		Fee based on current actual hourly rates, times actual time to process
53	Unit Investigations	\$1,488	
54	Use Permit - Existing Structures	\$2,999	
55	Use Permit - Off-Site Signs	\$2,999	
56	Use Permit - New Structures	\$2,999	
57	Use Permit - Amendment		25% of applicable use permit fee
58	Variance	\$6,682	
59	Variance - single family dwelling	\$5,345	

FY 2012-2013 City of Vallejo Fee Schedule

Planning Fees

(all fee amounts include an 8% surcharge)

Planning		<i>FY 2012-13 Fee</i>	
No.	Service Name	Fee Amount	Notes
60	Zoning Verification Letter	\$220	
61	Mare Is.- Administrative Permit	\$815	
62	Mare Is. - Cert. of Appropriateness - Demo (Major)	\$7,542	
63	Mare Is. - Cert. of Appropriateness - Demo (Minor)	\$3,771	
64	Mare Is.- Cert. of Appropriateness - All Other	\$981	
65	Mare Is.- Development Agreement		Fee based on current actual hourly rates, times actual time to process
66	Mare Is.- Development Agreement - Amendment		Fee based on current actual hourly rates, times actual time to process
67	Mare Is.- Development Agreement - Annual Review		Fee based on current actual hourly rates, times actual time to process
68	Mare Is.- Planned Development- Unit Plan 1-5 res.	\$6,494	
69	Mare Is.- Planned Development- Unit Plan 5-20 res.	\$8,148	
70	Mare Is.- Planned Development- Unit Plan >20 res.	\$8,667	
71	Mare Is.- Use Permit	\$4,962	
72	Mare Is.- Specific Plan Amendment		Fee based on current actual hourly rates, times actual time to process
<u>Environmental Quality</u>			
73	Environmental Impact Report	consultant contract + 21%	
74	Mitigated Negative Declaration	\$5,530	
75	Negative Declaration	\$2,381	
<u>Subdivision Applications</u>			
76	Lot Line Adjustment	\$1,654	
77	Parcel Map	\$2,161	
78	Parcel Map Extension	\$1,003	
79	Parcel Map Amendment	\$1,532	
80	Tentative Map 5-20 lots	\$6,946	
81	Tentative Map 21+ lots	\$11,148	
82	Tentative Map Extension	\$5,403	
83	Tentative Map Amendment		25% of applicable map fee
84	Mare Is.- Tentative Map Amendment		25% of applicable map fee
85	Mare Is. - Parcel Map Extension		25% of applicable map fee

FY 2012-2013 City of Vallejo Fee Schedule

Planning Fees

(all fee amounts include an 8% surcharge)

Planning		<i>FY 2012-13 Fee</i>	
No.	Service Name	Fee Amount	Notes
86	Mare Is.- Parcel Map	\$3,220	
87	Mare Is.- Parcel Map Amendment		25% of applicable map fee
88	Mare Is.- Tentative Map 5-20 lots	\$7,431	
89	Mare Is.- Tentative Map 21+ lots	\$12,263	

FY 2012-2013 City of Vallejo Fee Schedule

Engineering Fees

(includes surcharges when appropriate) *

Engineering		<i>FY 2012-13 Fee</i>	
No.	Service Name	Fee Amount	Notes
<u>Excavation Permits</u>			
1	Excavation Permit Processing Fee	\$532 *	
Open Cut Excavations:			
2	Excavation Insp Open Cut - 1 to 50 ft	\$681 *	
3	Excavation Insp Open Cut - 51 to 100 ft	\$1,030 *	
4	Excavation Insp Open Cut - 101 to 200 ft	\$1,859 *	
5	Excavation Insp Open Cut - each add'l 100 ft	\$1,141/100 ft *	
Horizontal Directional Drilling Excavations:			
6	Excavation Insp HDD - 1 to 50 Cft	\$419 *	
7	Excavation Insp HDD - 51 to 100 Cft	\$768 *	
8	Excavation Insp HDD - 101 to 200 Cft	\$1,117 *	
9	Excavation Insp HDD - each add'l 50 Cft	\$350/50 cu ft *	
10	Excavation Permit - Upper Lateral Replacement	\$119 *	
<u>Grading Services</u>			
11	Rough Grading Insp 1-50 cu yds	no permit required	
12	Rough Grading Insp 51-1,000 cu yds	\$154	+ \$446 per 100 cy
13	Rough Grading Insp 1,001-40,000 cu yds	\$4,613	+ \$260 per 1k cy
14	Rough Grading Insp > 40,001 cu yds	\$14,759	+ \$105 ea addl 1,000 cy
15	Fine Grading Inspection: '\$0-\$100k	\$523	
16	Fine Grading Inspection: '\$100-250k	\$697	
17	Fine Grading Inspection: '\$250-500k	\$1,046	
18	Fine Grading Inspection: '\$500-\$1M	\$1,337	
19	Fine Grading Inspection: '\$1M +	\$2,442	
20	Rough Grading Plan Check 1-50 cu yds	no permit required	
21	Rough Grading Plan Check 51-1,000 cu yds	\$91	+ \$237 per 100 cy
22	Rough Grading Plan Check 1,001-40,000 cu yds	\$2,470	+ \$86 per 1,000 cy
23	Rough Grading Plan Check > 40,001 cu yds	\$5,866	+ \$112 ea addl 1,000 cy

FY 2012-2013 City of Vallejo Fee Schedule

Engineering Fees

(includes surcharges when appropriate) *

Engineering		<i>FY 2012-13 Fee</i>	
No.	Service Name	Fee Amount	Notes
24	Consultant Rough Grading Plan Review		If a developer chooses to have an accelerated review of grading and/or improvement plans, then the City fees will be 52% of the normal plan review fee, and developer will pay, in advance, 100% of the cost of review by a City selected Consultant.
<u>Public Improvements</u>			
25	Improvement Inspection \$0-\$500,000	7.10%	of project cost
26	Improvement Inspection \$500,001-\$1m	\$35,500	+ 7.67% above \$500,000
27	Improvement Inspection >\$1,000,000	\$73,850	+ 2.29% above \$1M
28	Improvement Plan Check \$0-\$500,000	4.06%	of project cost
29	Improvement Plan Check \$500,001-\$1m	\$20,300	+ 2.12% above \$500k
30	Improvement Plan Check >\$1,000,000	\$30,900	+ 1.69% above \$1M
31	Plan Re-Check (after 3rd plan review)	\$207/ sheet	
32	Consultant Improvement 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.
33	Deferred Improvement Agreement	\$3,252 *	
<u>Other Services</u>			
34	Abandonment of ROW	\$1,670 *	
35	Address Change/ Correction	\$462 *	
36	Apportionment of Assessment	\$2,555	* Fee based on current actual hourly rates, times actual time to process. Plus State & County Fees.
37	Benchmark Maintenance Fee	\$130	* Plus Public Notice Lists Fee
38	C3 Inspection	\$7,997 *	
39	C3 Plan Check	\$3,418 *	
40	Certificate of Map Correction	\$207	* Plus Public Notice Lists Fee
41	City Specification		As noted in City Clerk Fee Schedule
42	City/Redev Property Use Permit	\$1,446 *	

FY 2012-2013 City of Vallejo Fee Schedule

Engineering Fees

(includes surcharges when appropriate) *

Engineering		<i>FY 2012-13 Fee</i>	
No.	Service Name	Fee Amount	Notes
43	Data Request	Hourly Rates + 4%	
44	Encroachment Permit	\$550 *	
45	Flood Map Revision	\$784 *	
46	Flood Plain Letter	\$164 *	
47	Quit Claim (abandoned easement)	\$1,047 *	
48	Recycle: Construction & Demo Debris Fee	\$402 *	
49	Sidewalk Permit - 1st 25 ft	\$501 *	
50	Sidewalk Permit - add'l 25 ft	\$174 *	
51	Street Closure Permit	varies by street type	Cul de sacs and school district: No Cost; Residential streets: \$51; All other streets: \$275
52	Street Name Change	\$2,075 *	
53	Tentative Map/ Final Map	\$7,085 *	
54	Tentative Map/ Parcel Map	\$3,032 *	
55	Time Extention Fee	10.4% of original fee *	
56	Tree Permit	\$433 *	
57	Utility Easement Agreement	\$1,446 *	

FY 2012-2013 City of Vallejo Fee Schedule
Code Enforcement Fees
(includes surcharges when appropriate)

Code Enforcement		FY 2012-13 Fee	
No.	Service Name	Fee Amount	Notes
1	Property Maintenance and Vacant Bldg. Abatement Fixed Incidental Cost	\$1,112	
2	Abatement Lien Process Admin. Charge	\$755	
3	Property Maintenance, Vacant Building, and Abandoned Shopping Cart Enforcement Appeal	\$643	
4	Abandoned Shopping Cart Prevention Plan	\$1,633	
5	Annual Eval. Report of Shopping Cart Plan	\$245	
6	Modification of Abandoned Shopping Cart Prev. Plan	\$245	
7	Admin. Charge for Late Admin. Citation Payment	\$775	
8	Property Maintenance and Vacant Bldg. Notice of Violation Admin. Charge	\$214	

FY 2012-2013 City of Vallejo Fee Schedule
Development Impact Fees and Excise Tax Fees
(includes surcharges when appropriate)

Impact Fees and Excise Tax		FY 2012-13 Fee	
No.	Service Name	Fee Amount	Notes
Development Impact Fees (Collected By Building Division)			
1	City Excise Tax:		
2	Residential	\$4,339	Per Unit
3	Commercial	\$0.38	Per square foot
4	Hiddenbrooke Excise Tax:	\$6,000	fixed amount
5	Components: Overpass Fund #211 Excise Tax	\$3,109	subject to annual CPI escalation
6	Components: Overpass Fund #211 Surcharge	\$1,891	decreases as excise tax increases
7	Components: General Fund #001 Excise Tax	\$1,000	fixed amount
8	City Transportation Impact Mitigation Fee:		
9	Commercial	\$2.77	Per square foot
10	Industrial	\$1.42	Per square foot
11	Multi-Family	\$3,224	Per Unit
12	Motels/Hotels	\$3,224	Per Unit
13	Single-Family	\$5,732	Per Unit
Area Special District Fees (Collected By Building Division)			
14	Fire Facilities Impact Mitigation Fee:		
15	(Northgate Area - Fire Station #7 - See Attachment 1 Diagram)	See Attachment 1	
16	Residential	\$134	Per Unit
17	Non-Residential	\$148	Per 1,000 square foot
18	Northgate Area Fee District 94-1:		
19	(See Attachment 2 Diagram for area)	See Attachment 2	See Engineering for Fee Schedule
20	Sky Valley Improvement Benefit District 95-1:		
21	(See Attachment 5 for Diagram of area)	See Attachment 5	See Engineering for Fee Schedule

FY 2012-2013 City of Vallejo Fee Schedule
Development Impact Fees and Excise Tax Fees
(includes surcharges when appropriate)

Impact Fees and Excise Tax		FY 2012-13 Fee	
No.	Service Name	Fee Amount	Notes
Greater Vallejo Recreation District Park Fee (GVRD)			Fee is authorized by VMC 3.18.170 (c). Increased by VMC 3.18.170 (D) each January 1 by Engineering News Record Construction Cost Index for San Francisco Bay Area.
22	Single Family Detached	\$11,163	
23	Single Family Attached	\$10,065	
24	Duplex	\$9,113	
25	Multiple Family (3 or more units)	\$7,649	
26	Mobile Home	\$6,697	
Other Agencies Fees (Non-City) (Collected by Building Division)			
Solano County Public Facilities Fees			
27	Single Family	\$9,150	
28	Multi-Family	\$8,656	
29	Second Unit Dwelling	\$4,638	
30	Retail	\$859	Per 1,000 square feet
31	Office	\$1,430	Per 1,000 square feet
32	Industrial	\$601	Per 1,000 square feet
33	Warehouse	\$181	Per 1,000 square feet
Vallejo City Unified School District Fees			
34	Residential	\$2.24	Per square foot
35	Commercial	\$0.36	Per square foot

FY 2012-2013 City of Vallejo Fee Schedule
Vallejo Sanitation & Flood Control District
Fees

Sanitation		FY 2012-13 Fee	
No.	Service Name	Fee Amount	Notes
Sanitary Sewer:			
1	Car Wash	\$35,645.00	Per 1,000 sq. ft.
2	Church	490.00	Per 1,000 sq. ft.
3	Commercial	1,935.00	Per 1,000 sq. ft.
4	Drive-In or Take-Out Restaurants	3,485.00	Per 1,000 sq. ft.
5	Hospital	845.00	Per bed
6	Single Family Dwelling	2,500.00	Per dwelling unit
7	Multi-Family Dwelling	2,500.00	Per dwelling unit (with kitchen)
8	Multi-Family Dwelling	980.00	Per dwelling unit (no kitchen)
9	Laundry	28,245.00	Per 1,000 sq. ft.
10	Laundromat	545.00	Per machine
11	Restaurant	7,040.00	Per 1,000 sq. ft.
12	School	450.00	Per student
13	Warehouse	280.00	Per 1,000 sq. ft.
14 Storm Drain:			
15	Single Family Dwelling	5,350.00	Per unit
16	Multi-Family Dwelling	32,110.00	Per acre
17	Commercial	42,745.00	Per acre
18 Other Miscellaneous:			
19	Plan Check, Inspection, etc.	150.00	Minimum, varies per # of Units

FY 2012-2013 City of Vallejo Fee Schedule
Water Division - Construction Water & Disinfection Testing Charges
(includes surcharges when appropriate)

Water Charges		FY 2012-13 Fee	
No.	Service Name	Fee Amount	Notes
1	Sterilization Basic cost	\$210	
2	Pipeline cost:		
3	4" Line	\$0.15	Per 100 feet
4	6" Line	\$0.21	Per 100 feet
5	8" Line	\$0.30	Per 100 feet
6	10" Line	\$0.43	Per 100 feet
7	12" Line	\$0.59	Per 100 feet
8	14" Line	\$0.78	Per 100 feet
9	20" Line	\$1.50	Per 100 feet
10	24" Line	\$2.13	Per 100 feet
11	Tie-in inspection	\$50.00	Per tie-in
12	Construction (Commercial) Water Fee	\$12.00	Per lot of 5,000 sq. ft.
13	Benefit District Fees	See Water Division	See Water Division of applicable

FY 2012-2013 City of Vallejo Fee Schedule
Water Division - Water-Related Customer Charges for Field Services
(includes surcharges when appropriate)

Water Field Service Charges		FY 2012-13 Fee	
No.	Service Name	Fee Amount	Notes
1	Charge for miscellaneous repairs due to customer action or neglect	61.68 per hour plus materials	
2	New Service Installation Charges		
	Tap and Meter Set:		
3	3/4" tap and 5/8" meter set	4,999.23	
4	3/4" tap and 3/4" meter set	5,025.00	
5	1-inch tap and meter set	5,380.41	
6	1-1/2" inch tap and meter set	6,336.05	
7	2-inch tap and meter set	7,074.79	
8	3-inch and larger tap and meter sets	Actual Cost	Actual cost - Billed from Deposit calculated by Water Superintendent
9	Meter Set:		
10	5/8" meter set	471.60	
11	3/4" meter set	496.30	
12	1-inch meter set	541.40	
13	1-1/2 inch meter set	1,373.98	
14	2-inch meter set	1,998.58	
15	3-inch and larger meter sets	Actual cost	Actual cost - Billed from Deposit calculated by Water Superintendent
16	Charges related to Delinquency Shut-Off and Unauthorized Turn-On:		
17	Lock box installation	200.79	
18	Lock box repair/replacement	200.79	
19	Meter removal	173.95	
20	Meter reinstallation	173.95	
21	Water service turn-on	30.84	
22	Jumper removal	173.95	
23	Sealing (cementing) a meter box	268.60	
24	Remove sealed box and install new service box/meter	562.99	
25	Capping of service to stop water theft	888.54	
26	Removal of cap and install new service	3,975.83	

FY 2012-2013 City of Vallejo Fee Schedule
Water Division - Water-Related Customer Charges for Field Services
(includes surcharges when appropriate)

Water Field Service Charges		FY 2012-13 Fee	
No.	Service Name	Fee Amount	Notes
27	Service Calls:		
28	During regular work hours for meter turn on or off (non-delinquent and not to initiate or discontinue service)	15.00	
29	After Regular Work Hours	61.68 per hour (min 2 hours)	
30	Miscellaneous Services:		
31	Meter test for 5/8" inch to 1-1/2 inch (in shop)	173.95	
32	Meter test for 2-inch and larger (in field)	265.35	
33	Service analysis (flow and pressure test)	173.95	
34	Pressure test	173.95	
35	Fire hydrant flow test	664.32	
36	Water engineering services	Actual Cost	Actual cost - Billed from Deposit calculated by Water Superintendent

FY 2012-2013 City of Vallejo Fee Schedule

Public Works - Water Division

Water Meter, Backflow & Capacity Charge Schedule - Guidelines

Meter Size	Max Flow	Meter Installation		Backflow Device		(4) Elevated Storage (B)	Capacity Charges		
		(1) Tap & Set	(2) Set Only	(3) Double Check	Reduced Pressure		(5) Lakes Service Area	(6A) Water Fee Amount	(6B) Fleming Hill Fee Amount
5/8" (A)	20	\$4,999.23	\$471.60	\$962.92	\$1,063.85	\$1,300.00 (C)	\$18,630.00 (D)	\$5,590.00 (D)	\$2,700.00 (D)
3/4"	30	\$5,025.00	\$496.30	\$962.92	\$1,063.85	\$1,781.00	\$18,630.00	\$5,590.00	\$2,700.00
1"	50	\$5,380.41	\$541.40	\$1,123.66	\$1,243.35	\$1,976.00	\$37,250.00	\$11,732.00	\$4,838.00
1-1/2"	100	\$6,336.05	\$1,373.98	\$1,664.99	\$1,824.98	\$4,056.00	\$71,860.00	\$23,176.00	\$9,964.00
2"	160	\$7,074.79	\$1,998.58	\$2,043.53	\$2,193.85	\$6,149.00	\$114,970.00	\$38,007.00	\$15,013.00
3"	320	Actual Cost requiring Deposit to Administrative Trust				\$11,427.00	\$215,560.00	\$71,518.00	\$27,892.00
4"	500	Actual Cost requiring Deposit to Administrative Trust				\$17,238.00	\$359,270.00	\$123,513.00	\$42,167.00
6"	1,000	Actual Cost requiring Deposit to Administrative Trust				\$29,068.00	\$718,530.00	\$260,378.00	\$70,972.00
8"	1,500	Actual Cost requiring Deposit to Administrative Trust				Computed	\$1,149,640.00	\$423,702.00	\$106,458.00
10"	2,000	Actual Cost requiring Deposit to Administrative Trust				Computed	\$1,652,600.00	\$620,166.00	\$141,944.00
12"	2,500	Actual Cost requiring Deposit to Administrative Trust				Computed	\$3,089,640.00	\$1,247,380.00	\$177,430.00

For a **FIRE SERVICE** there are no capacity charges or elevated storage fees, but a deposit of \$7,000 for a 4", \$8,000 for a 6", \$9,000 for an 8-inch or \$11,000 for a 10-inch fire service is applied against the itemized billing of the actual cost to install the corresponding double check detector assembly.

Additional fees which may be required: 1. Abandoning a water service - cost shall be from \$1,000 to \$3,000 depending on the volume of traffic in the street and the amount of traffic control required. 2. Solano County requires the City to pay an encroachment permit fee of \$600.00 for excavation into County streets and Right-of-way.

NOTES

- (1) Cost for tapping the main and installing the service and meter within the right of way.
- (2) Cost of meter installation if the meter box is 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) The additional prorata cost of pumping and storing if the installation is at a higher elevation than can be served by the City wide "grid" pressure area.
- (5) The prorata cost of installations that are in the Lakes service area.
- (6A) Prorata cost of providing capital reserve for the Vallejo service area.
- (6B) Prorata cost of improvements at the Fleming Hill Water Treatment Plant for the Vallejo service area.
- (A) 5/8" meter only available to replace existing service, not applicable to new commercial or residential services.
- (B) The **400 Zone** elevated storage deposit is \$8,000 per residential dwelling unit; \$8,000 per meter equivalency for non-residential services. The **Burnham Zone** elevated storage deposit is \$9,000 per residential dwelling unit; \$9,000 per meter equivalency for non-residential services. The 400 Zone and Burnham Zone elevated storage deposit will be in lieu of elevated storage fees.
- (C) Applies to each family dwelling units above the "grid" elevation.
- (D) Applies to each family dwelling unit regardless of meter size.

THE ABOVE FIGURES ARE TO BE USED ONLY AS GUIDELINES. OFFICIAL ESTIMATES OF WATER CONNECTION FEES SHOULD BE REQUESTED THROUGH THE OFFICE OF THE WATER SUPERINTENDENT.

FY 2012-2013 City of Vallejo Fee Schedule

Public Works - Water Division

Tapping Fee Schedule

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 2012-2013 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. 12-021 N.C. effective July 1st of each year, starting in 2012, 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 2011)	CPI-U	Building Permit Fees: A new fee schedule was adopted by Council pursuant to Resolution No. 11-131 N.C., which provides for future annual CPI rate escalation, effective July 1st of each year, starting in 2012, 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 2011)	CPI-U	Planning Fees: A new fee schedule was adopted by Council pursuant to Resolution No. 11-131 N.C., which provides for future annual CPI rate escalation, effective July 1st of each year, starting in 2012, 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 (New in 2011)	CPI-U	Public Works Engineering Fees: A new fee schedule was adopted by Council pursuant to Resolution No. 11-131 N.C., which provides for future annual CPI rate escalation, effective July 1st of each year, starting in 2012, 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	EXCISE TAX	CPI-U	Property Development Excise Tax: A tax set by Vallejo Municipal Code section 3.05.030, which authorizes that the Finance Director, on July 1st 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.

FY 2012-2013 City of Vallejo - Fee Schedule

Fee Escalation Regulations

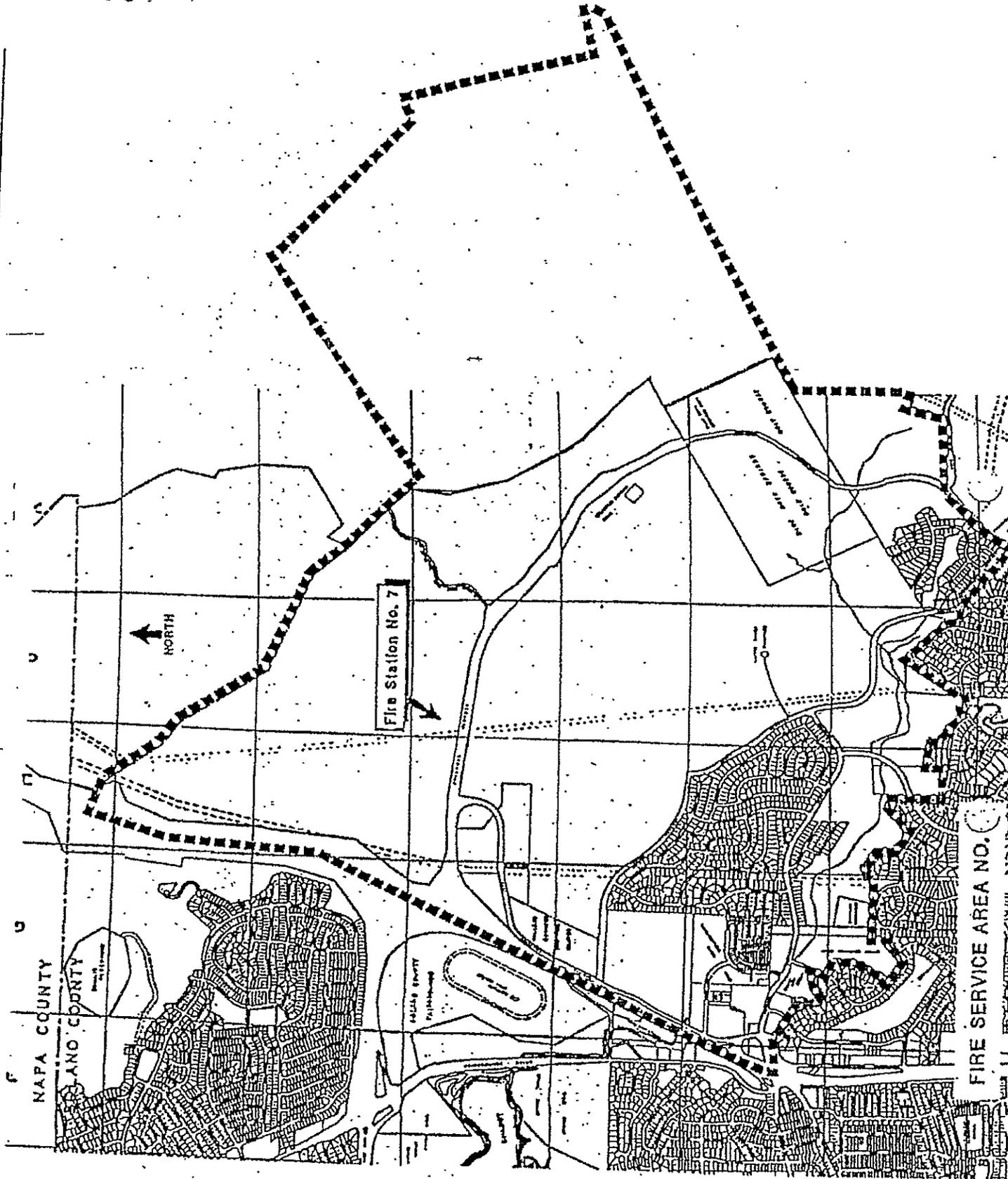
<u>Line No.</u>	<u>Fee</u>	<u>Authorized Annual Escalation Factor</u>	<u>Escalation Regulation Authority</u>
6	GENERAL PLAN UPDATE FEE	CPI-U	General Plan Update Fee: A fee created by Resolution No. 05-29 N.C. and incorporated into the City's Master Fee Schedule and pursuant to Resolution No. 11-131 N.C. includes an annual adjustment, effective July 1st 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.
7	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. 11-131 N.C. includes an annual adjustment, effective July 1st 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	PARK AND RECREATION FEE (GVRD)	ENR - JANUARY	Park and Recreation Fee: A fee set by Vallejo Municipal Code section 3.18.170 (c), and 3.18.170 (D) which includes an automatic annual adjustment, effective January 1st of each year, by the Engineering News Record Construction Cost Index for the San Francisco Bay Area.
9	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.
10	TRANSPORTATION IMPACT MITIGATION FEE	ENR - JUNE	Transportation Impact Mitigation Fee: A City fee set by Municipal Code Section 3.07.030, which includes an automatic annual adjustment, effective July 1st of each year, by the Engineering News Record Construction Cost Index for the San Francisco Bay Area.
11	WATER CONNECTION FEES	ORDINANCE	Water Connection Fees: A City fee set by Sections 1 and 2 of Ordinance No. 1620 N.C. (2d), which has specific annual increases set for July 1st of 2010, 2011, 2012, and 2013.
12	FALSE ALARM PENALTIES (Police Dept.)	CPI-U	False Alarm Penalties: A penalty created by Ordinance No. 1594 N.C. (2d) and incorporated into the City's Master Fee Schedule includes an annual adjustment, effective July 1st of each year, by the Annual Average Percentage Increase in the Consumer Price Index for All Urban Consumers, for the San Francisco-Oakland-San Jose Area for the preceding calendar year.

FY 2012-2013 City of Vallejo - Fee Schedule

Fee Escalation Regulations

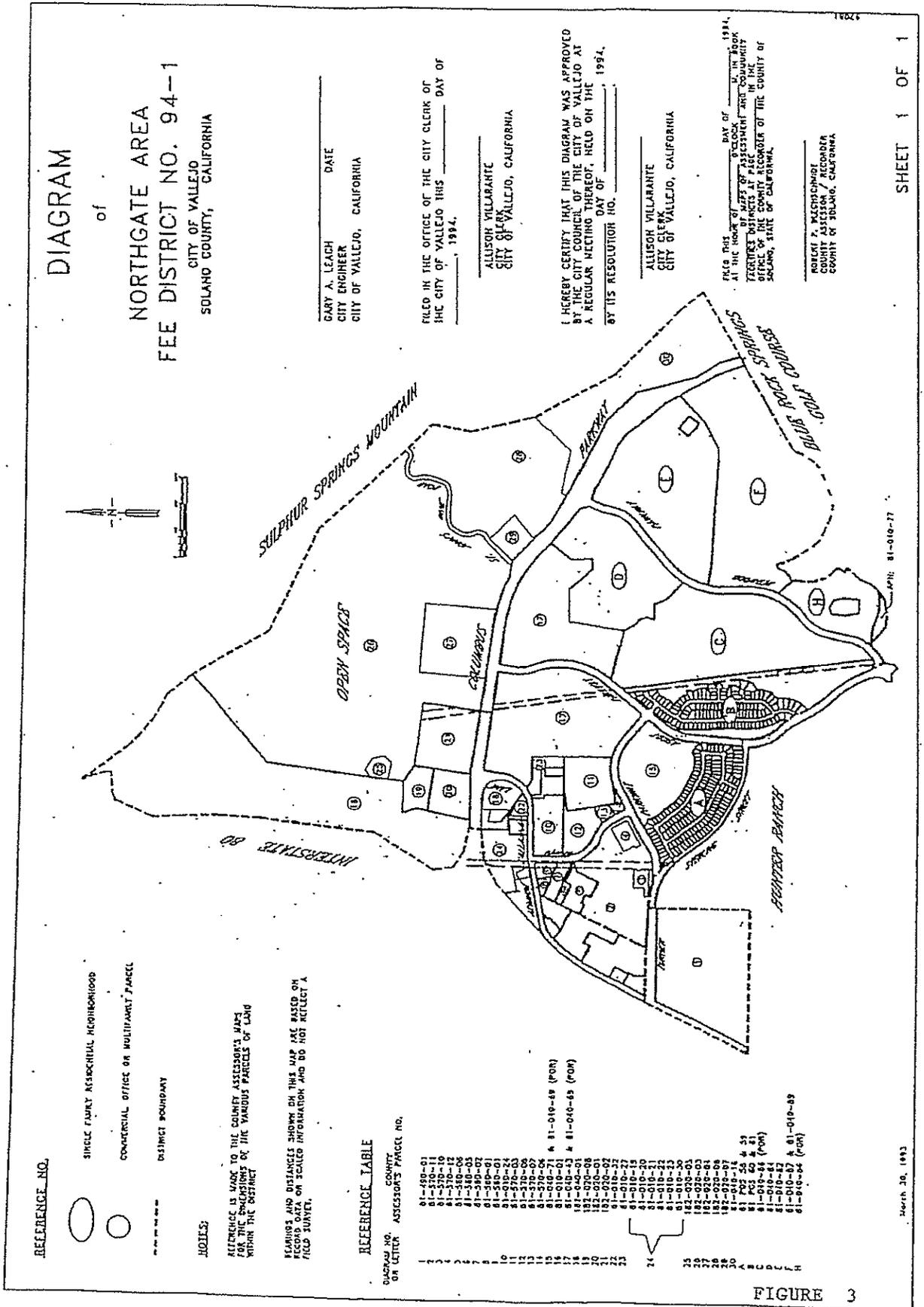
<u>Line No.</u>	<u>Fee</u>	<u>Authorized Annual Escalation Factor</u>	<u>Escalation Regulation Authority</u>
13	TAXI CAB PERMITS (Police Dept.)	CPI-U	Taxi Cab Permits: A fee created by Ordinance No. 1606 N.C. (2d) and incorporated into the City's Master Fee Schedule includes an annual adjustment, effective July 1st of each year, by the Average Annual Percentage Increase in the Consumer Price Index for All Urban Consumers, for the San Francisco-Oakland-San Jose Area for the preceeding calendar year, rounded up to the nearest dollar.
14	VSFCD FEES	NONE	Vallejo Sanitation and Flood Control District Fees: These fees shall be imposed as set by VSFCD ordinances or resolutions.
15	SOLANO COUNTY FACILITIES FEE	NONE	Solano County Facilities Fee: This fee shall be as set by the Solano County Code or Solano County Resolution.
16	VALLEJO SCHOOL DISTRICT FEES	NONE	Vallejo City Unified School District Fees: This fee shall be set by the School District.
17	ROUNDING	NONE	Per the Finance Director, round whole dollars downwards to the nearest \$1.00, and round Admin fees of \$48.00 or less downwards to the nearest \$0.10.

ATTACHMENT 1



FIRE SERVICE AREA NO. 7

Attachment 2



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

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).

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.

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
1. APARTMENT HOUSES:		7. DWELLINGS:		13. JAILS:		20. RESTAURANTS:	
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		14. LIBRARIES:			
(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	21. SCHOOLS:	
(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
2. AUDITORIUMS:		(Good) \$17.70		Type III-N	85.50	Type III-1-Hour	81.20
Type I or II F.R.	104.80	8. FIRE STATIONS:		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 II-1-Hour	75.30	15. MEDICAL OFFICES:			
Type III-1-Hour	79.80	Type II-N	71.00	Type I or II F.R.*	119.50	Type V-N	72.60
Type III-N	75.70	Type III-1-Hour	82.40	Type II-1-Hour	92.20	22. SERVICE STATIONS:	
Type V-1-Hour	76.30	Type III-N	78.90	Type II-N	87.60	Type II-N	67.20
Type V-N	71.20	Type V-1-Hour	77.30	Type III-1-Hour	100.00	Type III-1-Hour	70.10
3. BANKS:		Type V-N	73.30	Type III-N	93.10	Type V-1-Hour	59.70
Type I or II F.R.*	148.10	9. HOMES FOR THE ELDERLY:		Type V-N	90.20	Canopies	28.00
Type II-1-Hour	109.10	Type I or II F.R.	103.70	16. OFFICES**:			
Type II-N	105.60	Type II-1-Hour	84.20	Type I or II F.R.*	106.80	Type I or II F.R.*	82.40
Type III-1-Hour	120.40	Type II-N	80.60	Type II-1-Hour	71.50	Type II-1-Hour	50.40
Type III-N	116.10	Type III-1-Hour	87.70	Type II-N	68.10	Type III-N	49.30
Type V-1-Hour	109.10	Type III-N	84.10	Type III-1-Hour	77.20	Type III-1-Hour	61.30
Type V-N	104.50	Type V-1-Hour	84.70	Type III-N	73.80	Type V-1-Hour	57.50
4. BOWLING ALLEYS:		Type V-N	81.80	Type V-1-Hour	72.30	Type V-N	51.60
Type II-1-Hour	51.00	10. HOSPITALS:		Type V-N	68.10	Type V-N	47.70
Type II-N	47.60	Type I or II F.R.*	163.20	17. PRIVATE GARAGES:			
Type III-1-Hour	55.50	Type III-1-Hour	135.10	Wood Frame	24.30	Type III-1-Hour	80.00
Type III-N	51.90	Type V-1-Hour	128.90	Masonry	27.40	Type III-N	76.20
Type V-1-Hour	37.40	11. HOTELS AND MOTELS:		Open Carports	16.60	Type V-1-Hour	75.30
5. CHURCHES:		Type I or II F.R.*	101.00	18. PUBLIC BUILDINGS:			
Type I or II F.R.	99.20	Type III-1-Hour	87.50	Type I or II F.R.*	123.40	Type I or II F.R.	49.40
Type II-1-Hour	74.50	Type III-N	83.40	Type II-1-Hour	100.00	Type II or V-1-Hour	29.30
Type II-N	70.80	Type V-1-Hour	76.20	Type II-N	95.60	Type II or V-N	27.50
Type III-1-Hour	81.00	Type V-N	74.70	Type III-1-Hour	103.80	Type III-1-Hour	33.20
Type III-N	77.40	12. INDUSTRIAL PLANTS:		Type III-N	100.20	Type III-N	31.60
Type V-1-Hour	75.70	Type I or II F.R.	56.90	Type V-1-Hour	95.00	EQUIPMENT	
Type V-N	71.20	Type II-1-Hour	39.60	Type V-N	91.60	AIR CONDITIONING:	
6. CONVALESCENT HOSPITALS:		Type II-N	36.40	19. PUBLIC GARAGES:			
Type I or II F.R.*	139.20	Type III-1-Hour	43.60	Type I or II F.R.*	48.90	Commercial	4.20
Type II-1-Hour	96.60	Type III-N	41.10	Type I or II Open Parking*	36.70	Residential	3.50
Type III-1-Hour	99.00	Tilt-up	30.00	Type II-N	28.00	SPRINKLER SYSTEMS...	
Type V-1-Hour	93.30	Type V-1-Hour	41.10	Type III-1-Hour	37.00		2.60
		Type V-N	37.60	Type III-N	32.60		
				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:

$$0.80 \times 87.50 = \$70.00 (\text{adjusted cost per square foot})$$

Region	Modifier	Region	Modifier	Region	Modifier	Region	Modifier
Eastern U.S.		Eastern U.S. (cont.)		Central U.S. (cont.)		Western U.S.	
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	Central U.S.		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 5

AMENDED
DIAGRAM
OF
SKY VALLEY IMPROVEMENT
BENEFIT DISTRICT NO. 95-1

CITY OF VALLEJO
SOLANO COUNTY, CALIFORNIA

JOHN H. DUANE
PUBLIC WORKS DIRECTOR
CITY OF VALLEJO, CALIFORNIA

FILED IN THE OFFICE OF THE CITY CLERK OF
THE CITY OF VALLEJO THIS ____ DAY OF
____, 1996.

ALLISON VILVORANTE
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 _____, 1996,
BY ITS RESOLUTION NO. _____.

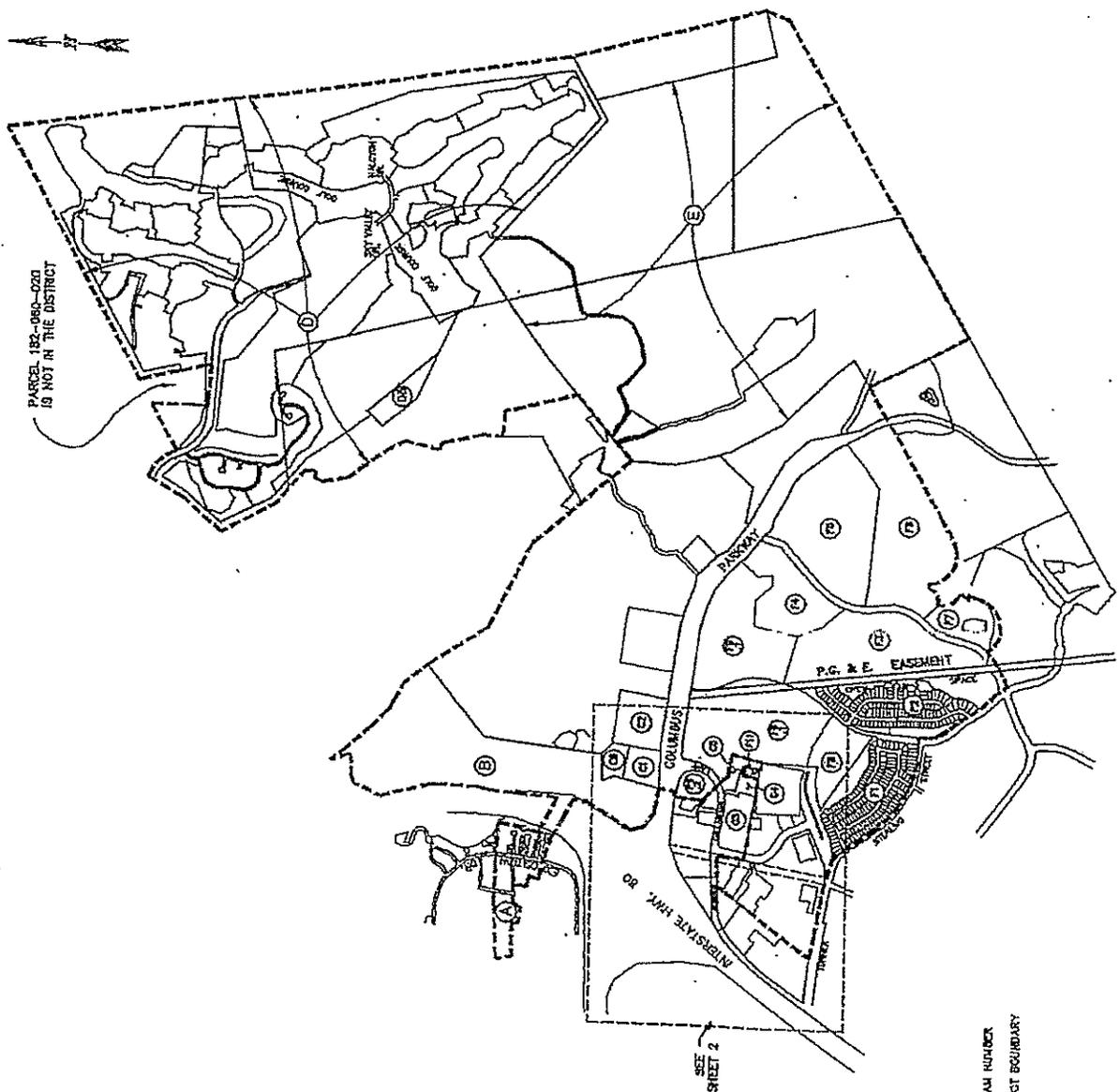
FILED THIS ____ DAY OF _____, 1996
AT THE HOUR OF _____ M. IN BOOK
OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES
DISTRICTS AT PAGE _____ IN THE OFFICE OF THE COUNTY
RECORDER OF THE COUNTY OF SOLANO, STATE OF CALIFORNIA.

ROBERT P. BLECHSCHMIDT
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 ASSESS THE LISTED COUNTY
ASSESSOR'S PARCEL NUMBERS. OTHER PARCELS WITHIN THE AREA
ARE NOT ASSESSED. THE NON-ASSESSED PARCELS ARE EITHER
PUBLICLY OWNED, OPEN SPACE, SCHOOL SITE, ETC. OR EXEMPTED
LOTS. PARCELS LISTED AS C&C, AND C&S ARE NOT IN THE
DISTRICT BUT ARE LISTED ONLY AS REFERENCE.



NOTES:

- DIAGRAM NUMBER
- DISTRICT BOUNDARY

EXHIBIT C

City Annual Revenue Sharing Percentage of City Available Revenue (Property Taxes (including Secured and Unsecured) Property Tax In-Lieu of VLF), Sales and Use Taxes (excluding Measure B), Utility Users Taxes, and Business License Taxes; Estimated City Annual Revenue Sharing Payments

FISCAL YEAR	CITY ANNUAL REVENUE SHARING PERCENTAGE OF AVAILABLE CITY REVENUES	ESTIMATED CITY ANNUAL REVENUE SHARING PAYMENT
2013-14	63%	\$ -
2014-15	63%	\$ -
2015-16	63%	\$ 155,076
2016-17	97%	\$ 452,417
2017-18	97%	\$ 493,258
2018-19	97%	\$ 632,080
2019-20	97%	\$ 680,066
2020-21	97%	\$ 1,020,606
2021-22	97%	\$ 1,171,242
2022-23	55%	\$ 681,583
2023-24	55%	\$ 691,865
2024-25	55%	\$ 696,123
2025-26	55%	\$ 704,024
2026-27	55%	\$ 702,407
2027-28	55%	\$ 753,477
2028-29	55%	\$ 764,171
2029-30	55%	\$ 876,834
2030-31	55%	\$ 915,679
2031-32	55%	\$ 1,016,142
2032-33	55%	\$ 1,135,902
2033-34	55%	\$ 1,209,165
2034-35	55%	\$ 1,292,669
2035-36	55%	\$ 1,315,806
2036-37	55%	\$ 1,315,087
2037-38	55%	\$ 1,367,233
2038-39	55%	\$ 1,377,657
2039-40	55%	\$ 1,376,054
2040-41	55%	\$ 1,374,663
2041-42	55%	\$ 1,373,473
2042-43	55%	\$ 1,372,476
2043-44	24%	\$ 598,544
2044-45	24%	\$ 598,266
2045-46	24%	\$ 598,060
2046-47	24%	\$ 597,925
2047-48	24%	\$ 597,857
2048-49	24%	\$ 597,852
2049-50	24%	\$ 597,909
2050-51	24%	\$ 598,026
2051-52	24%	\$ 598,198
2052-53	24%	\$ 598,425
2053-54	24%	\$ 598,704
2054-55	24%	\$ 599,034
2055-56	24%	\$ 599,412
2056-57	24%	\$ 599,838
2057-58	24%	\$ 600,308
2058-59	24%	\$ 600,823
2059-60	24%	\$ 601,380
2060-61	24%	\$ 601,978
2061-62	24%	\$ 602,616
2062-63	24%	\$ 603,293
Total Estimated City Payments		\$38,905,684

EXHIBIT D

Project Infrastructure Schedule

Infrastructure Schedule

INFRASTRUCTURE IMPROVEMENT	PHASE	ESTIMATED COST	COMMENCE CONSTRUCTION¹
Initiate demolition	1A/1B	\$888,000/\$15,000	5 years/10 years
Initiate remedial grading	1A/1B	\$1,140,000/\$120,000	5 years/10 years
Initiate mass grading	1A/1B	\$738,000/\$353,000	5 years/10 years
Begin construction of water feature	1A/1B	\$758,000/\$1,009,000	5 years/10 years
Begin construction of Entry Road - Fairgrounds Drive to North Loop Road	1A	\$1,954,000	10 years
Begin construction of South Loop Road – Entry Road to Phase 1A limit (intersection improvements)	1A	\$243,000	10 years
Begin construction of North Loop Road – Entry Road to Fairgrounds Drive	1A	\$1,683,000	10 years
Begin construction of South Loop Road – Phase 1A limit to Phase 1B limit	1A	\$392,000	10 years
Begin construction of Connector Road – North Loop to Sage Street	1B	\$688,000	10 years

Phase 2 and Phase 3 infrastructure schedules will be determined at the time Phase 2 and Phase 3 financing is determined by the Parties pursuant to the terms of the Development Agreement.

¹ Commence Construction refers to the number of years following the first Phase 1 Project Financing provided all necessary permits have been obtained.