



AGENDA

VALLEJO ARCHITECTURAL HERITAGE AND LANDMARKS COMMISSION

City Council Chambers
555 Santa Clara Street
Vallejo, CA 94590
www.cityofvallejo.net

January 16, 2020
6:30 P.M.

Angela McDonald, Chair
Peter Bregenzer, Vice Chair
Curt Harding
Brian Harkins
David McCandless
Brendan Riley
Pearl Jones Tranter

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

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

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

Notice of Availability of Public Records: All public records relating to an open session item, which are not exempt from disclosure pursuant to the Public Records Act, that are distributed to a majority of the AHLC will be available for public inspection at City Hall, 555 Santa Clara St., 2nd Floor, or the Vallejo Public Library, 505 Santa Clara St. at the same time that the public records are distributed or made available to the AHLC. Such documents may also be available on the City of Vallejo website at www.cityofvallejo.net subject to staff's ability to post the documents prior to the meeting.

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

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

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

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



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

If you have questions regarding any of the following agenda items, please contact the AHLC Secretary, Aaron Sage at 707-648-5391 or aaron.sage@cityofvallejo.net.

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
3. **ROLL CALL**
4. **APPROVAL OF MINUTES**
Recommendation: Approve minutes for the meeting of November 21, 2019.
5. **WRITTEN COMMUNICATIONS** – None
6. **SECRETARY'S REPORT**
7. **CITY ATTORNEY'S REPORT**
8. **REPORT OF THE CITY COUNCIL LIAISON**
9. **REPORT OF THE CHAIRPERSON AND MEMBERS OF THE COMMISSION**
10. **COMMITTEE REPORTS**
11. **COMMUNITY FORUM**

Anyone wishing to address the Commission on any matter for which another opportunity to speak is not provided on the agenda, and which is within the jurisdiction of the Commission to resolve, is requested to submit a completed speaker card to the Secretary. When called upon, each speaker should step to the podium, state his/her name and address for the record. The conduct of the community forum shall be limited to a maximum of fifteen (15) minutes, with each speaker limited to three minutes. The Commission may take information but may not take action on any item not on the agenda.

12. **CONSENT CALENDAR AND APPROVAL OF THE AGENDA**

The Commission may adopt the agenda as presented or may rearrange the order of items. Pursuant to the Brown Act, the Commission may not add items to the agenda and the Commission may only discuss items on the agenda.

13. **PUBLIC HEARINGS** – None

- A. **1017 Marin Street** – Mills Act Contract #19-0004; a request to enter into a Historic Property Preservation Agreement (Mills Act Contract) pursuant to California Government Code Section 50280.

Recommendation: Adopt Resolution No. 20-01 recommending that the City Council **APPROVE** Mills Act Contract #19-0004.

Contact: Art Henriques, Contract Planner

(707) 648-8604, art.henriques@cityofvallejo.net

14. OTHER AGENDA ITEMS

A. AHLC e-mail address format

15. ADJOURNMENT

I, Aaron Sage, AHLC Secretary, do hereby certify that I have caused a true copy of the above notice and agenda to be delivered to each of the members of the Vallejo Architectural Heritage and Landmarks Commission, at the time and in the manner prescribed by law and that this agenda was posted at City Hall, 555 Santa Clara Street, CA at or before 5:00 p.m. on Thursday, January 9, 2020.

A handwritten signature in cursive script, reading "Aaron Sage", is positioned above a solid horizontal line.

Aaron Sage, Secretary

Dated Thursday, January 9, 2020

Minutes



MINUTES

VALLEJO ARCHITECTURAL HERITAGE AND LANDMARKS COMMISSION

City Council Chambers
555 Santa Clara Street
Vallejo, CA 94590
www.cityofvallejo.net

NOVEMBER 21, 2019

Angela McDonald, Chair
Peter Bregenzer
Curt Harding
Brian Harkins
David McCandless
Brendan Riley
Pearl Jones Tranter

1. CALL TO ORDER

The meeting was called to order by Chair McDonald at 6:31 p.m.

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

Present: Chair McDonald, Commissioners Bregenzer, Harding, Harkins, McCandless, Riley, and Tranter

Absent: None

Staff present: Assistant City Attorney Eckmeyer, Secretary Sage

4. APPROVAL OF MINUTES

Recommendation: Approve minutes for the meeting October 17, 2019.

Action: Moved by Commissioner Riley and carried unanimously to approve minutes.

5. WRITTEN COMMUNICATIONS – None

6. SECRETARY'S REPORT

Secretary Sage reported on the following items:

- A. Inquiry from Vallejo Architectural Heritage Foundation regarding 2017 Sperry Mill City Landmark designation
- B. New Planning & Development Services Director Gillian Hayes
- C. Upcoming agenda items (tentative):
 - December 19, 2019: Revisions to VMC Chapter 16.38, Certificate of Appropriateness for 718 Alameda St. addition
 - January 16, 2020 (at earliest): Certificate of Appropriateness for 602 Georgia St. addition/renovation
- D. E-mail addresses for AHLC members

7. CITY ATTORNEY'S REPORT – None

8. REPORT OF THE CITY COUNCIL LIAISON – None

9. REPORT OF THE CHAIRPERSON AND MEMBERS OF THE COMMISSION

- A. Commissioner Riley reported on the recent dedication of a monument on Ryder St. commemorating the Port Chicago Mutiny of 1944

10. COMMITTEE REPORTS – None

11. COMMUNITY FORUM

Speakers: None.

12. CONSENT CALENDAR AND APPROVAL OF THE AGENDA

Moved by Commissioner Bregenzer and carried unanimously to approve the agenda without changes.

13. PUBLIC HEARINGS – None

14. OTHER AGENDA ITEMS

- A. Training by City Attorney and Assistant City Manager on: (1) Decorum and Council Liaison Ordinances; (2) Code of Ethics and Conduct; (3) Rosenberg's Rules of Order; and (4) Public Records Act

Presentation given; no action taken.

- B. Vallejo Municipal Code Chapter 16.38 – Staff presentation and Commission discussion on current code structure, strengths, and areas for improvement, in preparation for draft amendments to be presented at December meeting

Presentation given and AHLC comments received; no action taken.

- C. Discuss rescheduling December meeting date to allow for full Commission participation in discussion of draft amendments to VMC 16.38

Based on the new rules of order, it was agreed that the Secretary may coordinate with the Commission and schedule the date (or cancel if necessary) via e-mail.

15. ADJOURNMENT

The meeting adjourned at 8:46 p.m.

ATTEST:

AARON SAGE, SECRETARY

DRAFT

Staff Reports



**CITY OF VALLEJO
ARCHITECTURAL HERITAGE
AND LANDMARKS COMMISSION**

DATE OF MEETING: January 16, 2020 **Agenda Item No. 13-A**

PREPARED BY: Arthur Henriques, Contract Planner
(707) 648-8604, art.henriques@cityofvallejo.net

PROJECT NUMBER: Mills Act Contract #19-0004

ADDRESS: 1017 Marin Street (APN 0056-131-260)

SUMMARY: Request by the property owners to enter into a Historic Property Preservation Agreement (Mills Act contract) with the City of Vallejo pursuant to California Government Code Section 50280.

ENVIRONMENTAL DETERMINATION: The project is categorically exempt from the California Environmental Quality Act ("CEQA") pursuant to Section 15331 of the CEQA Guidelines (Class 31, "Historical Resource Restoration/Rehabilitation") as the proposed Mills Act contract requires preservation of an historical resource consistent with the Secretary of the Interior's Standards. Therefore, no further review is required under CEQA.

RECOMMENDATION: Adopt the attached Resolution No. 20-01 recommending that the City Council **APPROVE** Mills Act Contract #19-0004, subject to the findings contained in the Resolution.

APPLICANT/OWNER: Patrick Jewik and Kathleen Choi
689 Andrew Court, Benicia CA 94590

BACKGROUND

The City has received a request for approval of a Mills Act contract for a single-family residence located at 1017 Marin St. This section of the report provides an overview of State and City provisions for Mills Act contracts, the responsibilities of the property owners and the City, and the Architectural Heritage and Landmarks Commission's (AHLIC's) role in the process. The following section provides staff's analysis of the property's compliance with the City's Mills Act criteria.

Mills Act Overview

The Mills Act (California Government Code Section 50280) was adopted by the State

Legislature in 1972 to provide a means for local governments to reduce property taxes on historic properties in exchange for agreements with property owners to maintain those properties' historic character. The primary purpose is to encourage the renovation and maintenance of historic properties throughout the State by providing a financial incentive in the form of reduced taxes. When the property transfers to a new owner, it is not re-assessed at market value, thereby allowing the new owners to enjoy a pre-existing reduced tax rate. This can contribute to the overall value of the historic property. In order to have the reduced tax rate applied during the following tax year, a Mills Act contract must be executed and sent to the County Assessor by the end of the current calendar year.

The Mills Act is a voluntary program – neither the City nor the property owner are obligated to enter into a contract even if a property is eligible. The initial contract term is a minimum of 10 years, and one year is automatically added to the term each year, unless the property owners or the City provides a notice of non-renewal. In such case, the contract remains in effect for the balance of the remaining term, either from its original execution or from the last renewal of the Agreement, whichever may apply.

In 1991, the City Council adopted Resolution No. 91-442 (Attachment 3) to establish a process and eligibility criteria for Mills Act contracts in Vallejo. In addition to meeting the other criteria, in order for a property to be eligible it must be listed on City's Historic Resources Inventory. Staff's analysis of the property's compliance with all criteria of Resolution 91-442 is provided in the "Analysis" section below.

Responsibility of Parties

The property owner must agree to restore (if necessary) and maintain the property in a manner appropriate to its historic character and consistent with the Secretary of the Interior's Standards for Rehabilitation. Per Resolution No. 91-442, Mills Act contracts in Vallejo must include an attached scope of work outlining the repairs and improvements the owners have agreed to complete during the initial 10-year term. The responsibilities of the initial applicants for the contract are transferred to all future owners of the property for as long as the contract is in effect.

The City is responsible for monitoring the property to ensure that the agreed to restoration and/or maintenance has been complied with. The City collects a fee of \$772 to cover its monitoring expenses over the life of the contract. If the City determines that the property owner has not complied with the terms of the contract, the City may bring legal action against the owner or simply cancel the contract. If the contract is cancelled for this reason, a penalty of 12.5% of the market value of the property at the time of cancellation is assessed by the County.

AHLC Scope of Review

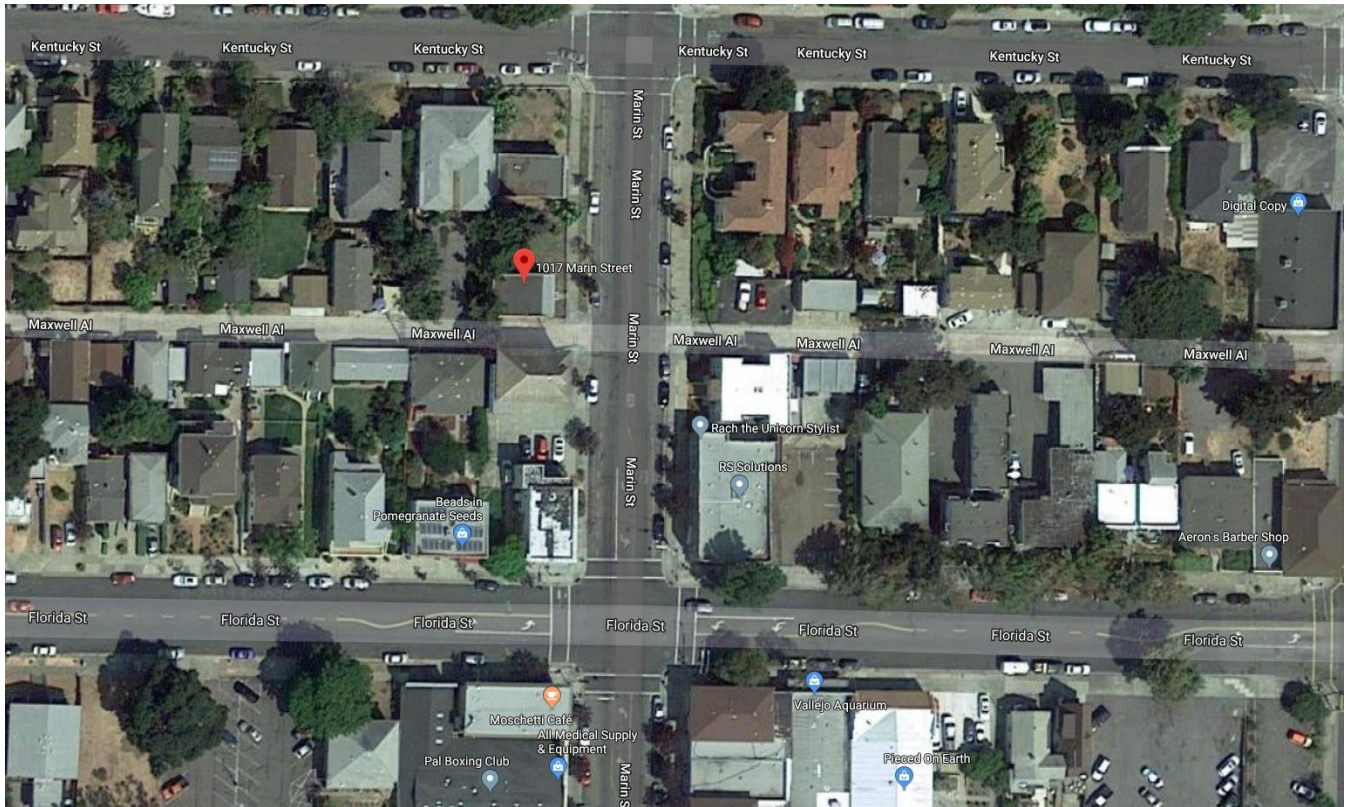
Mills Act contracts are subject to approval by the City Council, with a recommendation by the AHLC. Although some items in the attached scope of work may require staff or AHLC approval of a Certificate of Appropriateness (COA), that approval occurs in the future when a COA application is filed, and the AHLC should limit its review of the scope of work to whether it

meets the City's Mills Act criteria.

SITE LOCATION

The subject property is located at the northwest corner of Marin Street and Maxwell Alley, a half block north of Florida Street; see Figure 1 below for location map. The property is located within the St. Vincent's Historic District and is surrounded by residential structures.

Figure 1 – Location Map



HISTORY AND ARCHITECTURE

The subject property is on the City's Historic Resources Inventory (HRI). A State Department of Parks and Recreation (DPR) form was completed for the property in 1979; please see Attachment 4. According to the DPR form, the build date of the residence is estimated to be 1870. The builder of the residence is not known at this time. The structure was owned by a P. H. Stanton in 1895.

The one-story residence was designed in the Italianate Style, as evidenced by features such as the flat roof, the projecting eaves supported by corbels at the roofline along the front (Marin Street) elevation, overscaled windows topped by a dentilled cornice and the paneled, bracketed frieze. Projecting molded window caps are in evidence over the side and rear elevations as well. The windows are all tall, rectangular two panes over two panes ("2/2") on

all the elevations in keeping with the style. The structure appears to be in very good condition. There is a similarly designed one-story Italianate residence just to the north on Marin Street. Site photos are provided in Attachment 5.

PROPOSED IMPROVEMENTS

A draft Mills Act contract, including the applicants' proposed scope of work during the first 10 years, is provided in Attachment 2. The applicants estimate that the proposed work will cost approximately \$51,500. The exterior of the home is generally in good repair and no major façade changes or additions are proposed. However, the scope does contain some items that will require staff-level review and (administrative) COAs.

Approximately 80 percent of the proposed improvement costs would be for dry rot repairs, exterior painting, and roof repairs that would enhance the structure's exterior appearance and long-term maintenance. The applicants are planning some landscaping improvements and repair of significant dry rot on the house and the porch in the first two years of the contract. The landscaping work includes trimming trees on the property, which are overgrown. They are planning in years three and four to repair or install new fencing and in years five through nine to paint the exterior of the residence, along with additional dry rot repair. Years eight through ten include roof repair.

ANALYSIS

City Council Mills Act Criteria

Council Resolution No. 91-442 sets forth the following criteria. Staff's analysis of each criteria is provided in *italics*.

1. The property must be on the City's Historic Resources Inventory (HRI) and an evaluation form (DPR) must have been completed and reviewed as to the property's level of significance.

Staff Analysis: The property is on the City's HRI and the DPR form is provided in Attachment 4. The DPR form was completed in 1979 by Paula Boghosian. According to the DPR form, the building is noted as being in excellent condition. The building contributes to the character of the neighborhood.

2. An application must include the HRI entry, updated to comply with the most current procedures of the State Office of Historic Preservation (OHP), a description of the annual preservation and restoration goals to be undertaken by the owner through the initial ten-year life of the Agreement with the estimated completion time, and projected adjustments of the property taxes as determined by the County Assessor's office.

Staff Analysis: As noted above, the HRI entry (DPR form) is attached to the report. The DPR form generally complies with the most current procedures of the OHP. As the County Assessor no longer provides projected tax adjustments,

this requirement has been waived..

3. The Commission will vote to recommend that the City Council approve or deny this project based on the evaluation form from the HRI, taking into special account the level of significance of the structure and its potential as a Landmark, Historical Structure, a Structure of Merit, or a Contributing Structure as outlined in the City Code, Chapter 16.38.150, designation Criteria and 16.38.160, Classification of Designation, and in accordance with the most current Standards of the State OHP.

Staff Analysis: *The property appears to meet the following criteria for designation of landmarks per Section 16.38.150 of the Vallejo Municipal Code (VMC). Staff has not evaluated which of the four types of landmark designations would be appropriate for the property, nor is this required by the Mills Act criteria.*

- Architectural Merit (Criteria A.2): The subject building is an excellent local example of the Italianate Style due to such features as such as the flat roof, the projecting eaves masking the roof line, the supporting corbels along the front (Marin Street) elevation, the projecting molded window caps over the first floor windows flanking the front door as well as over the front door and the ornamental treatment under the eaves and moldings, the molded window caps over the side and rear window elevations as well as the inset thin wooden panels above and on either side of the windows as well as above and on either side of the front door and the tall, rectangular 2/2 windows on all the elevations.
4. The project should be highly visible so that it will serve as a catalyst to encourage others to preserve and restore their properties.

Staff Analysis: *The subject building is in a very visible location at the corner of Marin Street and Maxwell Alley. The site's visibility is enhanced by its location slightly uphill from well-traveled Florida Street. Although the home's exterior is already in good condition and no major exterior changes are proposed, repairing dry rot, painting and new landscaping will further enhance the appearance of the residence and encourage others in the vicinity to invest in their properties.*

5. Preservation and restoration activities required for or performed on properties bound under a Mills Act Contract shall be carried out in conformity with the Design Standards of the City of Vallejo, the Secretary of the Interior's Standards for the Treatment of Historic Properties and the Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings, and the State Historical Building Code.

Staff Analysis: *Staff (and the AHLC, if required) will perform a complete review of any improvements that require a COA to verify they comply with the above requirements. Based on the brief description provided in the attached scope of work, it appears all of the proposed improvements would be consistent with the Secretary of the Interior's Standards.*

6. Application for a Mills Act contract shall be accompanied by a filing fee of \$100.00. Upon contract adoption by the City Council, a contract maintenance fee of \$900.00 will be imposed, to be assessed over a three-year period at \$300.00 yearly.

Staff Analysis: The required filing fee was paid per the City's current fee schedule. Payment of the contract maintenance fee is required by the Mills Act contract.

7. No more than five Mills Act contracts will be entered into by the City in a calendar year.

Staff Analysis: No other Mills Act contracts have been approved during the current calendar year.

General Plan and Zoning Conformance

No modifications are proposed to the property's use, density or building envelope. Therefore, the proposed improvements would be consistent with all applicable General Plan and Zoning requirements.

RECOMMENDATION

Staff recommends that the Commission adopt a resolution recommending that the City Council **APPROVE** Mills Act Contract #19-0004, subject to the findings contained in the Resolution.

APPEAL

The applicant or any party aggrieved by a determination of the Architectural Heritage and Landmarks Commission may appeal the action to the City Council. Such appeal must be filed in writing with the City Clerk within ten (10) calendar days after the action by the Architectural Heritage and Landmarks Commission. Such appeal shall not be timely filed unless it is received in the Office of the City Clerk no later than the close of business on the tenth day. The City Council may affirm, reverse or modify any decision of the Architectural Heritage and Landmarks Commission that is appealed. The City Council may summarily reject any appeal upon determination that the appellant is not adversely affected by a decision under appeal.

ATTACHMENTS:

1. Resolution No. 20-01
2. Draft Mills Act contract with attached Scope of Work
3. Council Resolution No. 91-442
4. Primary Record Sheet for Contributing Structure Status (DPR Form)
5. Site Photos

ARCHITECTURAL HERITAGE AND LANDMARKS COMMISSION**RESOLUTION NO. 20-01 AHLC****RECOMMENDING APPROVAL OF A MILLS ACT CONTRACT
FOR THE PROPERTY LOCATED AT 1017 MARIN STREET (MA #19-0004)****APN 0056-131-260**

I. GENERAL FINDINGS

WHEREAS, July 16, 1991 the Council of the City of Vallejo adopted Resolution No. 91-442, indicating its willingness to enter into Historic Property Preservation Agreements through the Mills Act and the Council's adopted Mills Act Criteria; and

WHEREAS, on August 23, 2019, an application was filed by Patrick Jewik and Kathleen Choi seeking to enter into a Historic Property Preservation Agreement ("Mills Act Contract") with the City for their property located at 1017 Marin Street; and

WHEREAS, on January 16, 2020, the City of Vallejo Architectural Heritage and Landmarks Commission ("Commission") conducted a public hearing to consider the proposed Mills Act Contract, at which testimony and evidence, both written and oral, were presented to and considered by the Commission; and

WHEREAS, based on evidence received at the public hearing and in staff's report to the Commission, the Commission makes the following factual findings:

II. CALIFORNIA ENVIRONMENTAL QUALITY ACT FINDINGS

WHEREAS, the proposed Mills Act Contract is categorically exempt from the California Environmental Quality Act ("CEQA") pursuant to Section 15331 of the CEQA Guidelines (Class 31, "Historical Resource Restoration/Rehabilitation") as the proposed Mills Act Contract requires preservation of an historical resource consistent with the Secretary of the Interior's Standards. Therefore, no further review is required under CEQA.

**III. FINDINGS RELEVANT TO THE CITY'S CRITERIA FOR MILLS ACT
CONTRACTS**

WHEREAS, the City's criteria for approval of Mills Act Contracts (City Council Resolution 91-442) have been met, as follows:

1. The property is on the City's Historic Resources Inventory (HRI) and an evaluation form (DPR) has been completed and reviewed as to the property's level of significance.
2. The Commission was provided with the HRI entry (DPR form), which generally complies with the most current procedures of the OHP, and the application includes a description of the annual preservation and restoration goals to be undertaken by the owner through the initial ten-year life of the Agreement with the estimated completion time. Projected adjustments of the property taxes are no longer provided by the County Assessor's office.
3. The Commission has considered the evaluation form from the HRI and has taken into special account the level of significance of the structure and its potential as a Landmark, Historical Structure, a Structure of Merit, or a Contributing Structure as outlined in the City Code, Chapter 16.38.150, designation Criteria and 16.38.160, Classification of Designation, and in accordance with the most current Standards of the State OHP. Based on the information in the property's DPR form, the property appears to meet the following criteria for designation of landmarks per Section 16.38.150 of the Vallejo Municipal Code (VMC):
 - Architectural Merit (Criteria A.2): The subject building is an excellent local example of the Italianate Style with architectural features such as overscaled two pane over two pane windows topped by a dentilled cornice as well as paneled, bracketed frieze features.
4. The subject building is in a highly visible location at the corner of Marin Street and Maxwell Alley and will serve as a catalyst to encourage others to preserve and restore their properties. The site's visibility is enhanced by its location on an active street. Although the home's exterior is already in good condition and no major exterior changes are proposed, exterior work such as repairing dry rot, landscaping improvements, roof repair and painting will further enhance the appearance of the home and encourage others in the vicinity to invest in their properties.
5. Preservation and restoration activities required for or performed on properties bound under a Mills Act Contract shall be carried out in conformity with the Design Standards of the City of Vallejo, the Secretary of the Interior's Standards for the Treatment of Historic Properties and the Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings, and the State Historical Building Code.
6. The required filing fee was paid. Payment of the contract maintenance fee is required by the Mills Act contract.
7. No other Mills Act contracts have been approved during the current calendar

year; therefore, the limit of five Mills Act contracts per calendar year has not been exceeded.

NOW, THEREFORE, BE IT RESOLVED that the Commission hereby recommends that the City Council APPROVE Mills Act Contract MA #19-0003 based on the findings contained herein.

IV. VOTE

PASSED AND ADOPTED at a regular meeting of the Architectural Heritage and Landmarks Commission of the City of Vallejo, State of California, on the 16th day of January 2020, by the following vote to-wit:

AYES:

NOES:

ABSENT:

Angela McDonald, Chairperson
City of Vallejo Architectural Heritage and Landmarks Commission

Attest:

Aaron Sage, Secretary
City of Vallejo Architectural Heritage and Landmarks Commission

Recorded at the Request of:
The City of Vallejo

When recorded, mail to:
City of Vallejo
City Clerk
P.O. Box 3068
Vallejo, CA 94590

HISTORIC PROPERTY PRESERVATION AGREEMENT

THIS AGREEMENT is made and entered into at Vallejo, California, this ____ day of _____, 2020, by and between the CITY OF VALLEJO, a municipal corporation, (hereinafter referred to as the "City") Patrick Jewik and Kathleen Choi, owners (hereafter referred to as the "Owners").

WITNESETH

A. Recitals

- i. California Government Code Sections 50280, et seq. authorize cities to enter into contracts with the owners of qualified historical property to provide for the use, maintenance, and restoration of such historical property so as to retain its characteristics as property of historical significance;
- ii. Owners possess fee title in and to that certain real property, together with associated structures and improvements thereon, generally located at the street address 1017 Marin Street, Vallejo, California, (hereinafter such property shall be referred to as the "Historic Property"). A legal description of the Historic Property is attached hereto, marked Exhibit "A.1" and is incorporated herein by this reference.
- iii. On the ____ day of _____, 2020, the City Council of the City of Vallejo adopted its Resolution No.20-01 N.C. thereby declaring its intention to enter in this Historic Property Preservation Agreement (hereinafter referred to as the "Agreement"); and
- iv. City and Owners, for their mutual benefit, now desire to enter into this Agreement to protect, enhance, and preserve the characteristics of historical significance of the Historic Property and to qualify the Historic Property for an assessment of valuation pursuant to the provisions of Article 1.9 (commencing with Section 439) Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

B. Agreement

NOW, THEREFORE, City and Owner, in consideration of the mutual covenants and conditions set forth herein, do hereby agree as follows:

1. Effective Date and Term of Agreement

This agreement shall be effective and commence on _____, 2020 and shall remain in effect for a term of ten (10) years thereafter. Each year, upon the anniversary of the effective date, such initial term will automatically be extended as provided in Paragraph 2, below.

2. Renewal

Each year on the anniversary of the effective date of this Agreement (hereinafter referred to as the "renewal date"), a year shall automatically be added to the initial term of this Agreement unless notice of nonrenewal is mailed as provided herein. If either Owners or City desires in any year not to renew the Agreement, Owners or City shall serve written notice of nonrenewal of the Agreement on the other party in advance of the annual renewal date of the Agreement. Unless such notice is served by Owners to City at least ninety (90) days prior to the annual renewal date, or served by the City to Owners at least sixty (60) days prior to the annual renewal date, one (1) year shall automatically be added to the term of the Agreement as provided herein. Upon receipt by Owners of a notice of nonrenewal from City, Owners may make a written protest of the notice. City may, at any time prior to the annual renewal date of the Agreement, withdraw its notice to the other of nonrenewal in any year. The Agreement shall remain in effect for the balance of the term then remaining, either from its original execution or from the last renewal of the Agreement, whichever may apply.

3. Standards for Historic Property

During the term of this Agreement, the Historic Property shall be subject to the following conditions, requirements and restrictions:

- a. Owners shall preserve and maintain the characteristics of historical significance of the Historic Property and, where necessary, restore and rehabilitate the Historic Property according to the rules and regulations of the Office of Historic Preservation of the State Department of Parks and Recreation, the United States Secretary of the Interior's Standards for the Treatment of Historic Properties, and the State Historical Building Code. Attached hereto, marked as Exhibit "A.2", and incorporated herein by this referee, is a list of improvements pertaining to the restoration or rehabilitation of the Historic Property. Owners shall complete the improvements listed in Exhibit "A.2" within the first 10 years of this Agreement, provided, however, that the Secretary of the Architectural Heritage and Landmarks Commission ("Secretary") may authorize minor amendments to Exhibit "A.2" which do not decrease the total value of the work performed during the first 10 years.
- b. Prior to the commencement of any improvements listed in Exhibit "A.2", Owners shall contact the Secretary to determine what, if any, City of Vallejo permits or approvals may be required.
- c. Owners shall allow reasonable periodic examinations, by prior appointment, of the interior and exterior of the Historic Property by representatives of the County Assessor, State Department of Parks and Recreation, State Board of Equalization, and City, as may be necessary to determine Owners' compliance with the terms

and provisions of this Agreement.

4. Provision of Information of Compliance

Owners hereby agree to furnish City with any and all information reasonably requested by the City, which may be necessary or advisable to determine compliance with the terms and provisions of this Agreement.

5. Cancellation

City, following a duly noticed public hearing as set forth in California Government Code Sections 50280, et seq., may cancel this Agreement if it determines that Owners are in breach of any of the conditions of this Agreement or have allowed the property to deteriorate to the point that it no longer meets the standards for a qualified historic property. City may also cancel this Agreement if it determines that the Owners have failed to restore or rehabilitate the property in the manner specified in Subparagraph 3 (a) of this Agreement. In the event of cancellation, Owners may be subject to payment of those cancellation fees set forth in California Government Code Sections 50280, et seq.

6. Enforcement of Agreement

In lieu of and/or in addition to any provisions to cancel the Agreement as referenced herein, City may specifically enforce, or enjoin the breach of, the terms of this Agreement. In the event of a default under the provisions of this Agreement by Owners, the City shall give written notice to Owners by registered or certified mail addressed to the address stated in this Agreement, and if such violation is not corrected to the reasonable satisfaction of the City within thirty (30) days thereafter or if not corrected within such a reasonable time as may be required to cure the breach or default if said breach or default cannot be cured within (30) days (provided that acts to cure the breach or default must be commenced within thirty (30) days and must thereafter be diligently pursued to completion by Owners), then City may, without further notice, declare a default under the terms of this Agreement and may bring any action necessary to specifically enforce the obligations of Owners growing out of the terms of this Agreement; apply to any court, state or federal, for injunctive relief against any violation by Owners; perform the work (or cause its performance) and assess the property for the work's value, as set forth in Chapters 11-16 of the Uniform Housing Code, as adopted; or apply for such other relief as may be appropriate.

City does not waive any claim or default by Owners if City does not enforce or cancel this Agreement. All other remedies at law or in equity which are not otherwise provided for in this Agreement or in City's regulations governing historic properties are available to the City to pursue in the event that there is a breach of this Agreement shall be deemed to be a waiver of any other subsequent breach thereof or default hereunder.

7. Binding Effect of Agreement

The Owners hereby subject the Historic Property described in Exhibit "A.1" hereto to the covenants, reservations, and restrictions as set forth in this Agreement. City and Owners hereby declare their specific intent that the covenants, reservations, and restrictions as set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon the Owners' successors and assigns in title or interest to the Historic Property. Each and every contract, deed, or other instrument hereinafter executed, covering or conveying the Historic Property, or any portion thereof, shall conclusively be held to have been executed, delivered, and accepted subject to the covenants, reservations, and restrictions expressed in this Agreement regardless of whether such covenants, reservations, and restrictions are set forth in such contract, deed, or other instrument.

City and Owners hereby declare their understanding and intent that the burden of the covenants, reservations, and restrictions set forth herein touch and concern the land in that Owners' legal interest in the Historic Property is rendered less valuable thereby. City and Owners hereby further declare their understanding and intent that the benefit of such covenants, reservations, and restrictions touch and concern the land by enhancing and maintaining the historic characteristics and significance of the Historic Property for the benefit of the public and Owners.

8. Notice

Any notice required to be given by the terms of this Agreement shall be provided at the address of the respective parties as specified below or at any other address as may be later specified by the parties hereto.

To City: Planning Manager
City of Vallejo
555 Santa Clara Street
Vallejo, CA 94590

To Owner: Patrick Jewik and Kathleen Choi
698 Andrew Court
Benicia, CA 94510

9. General Provisions

- a. No later than one hundred eighty (180) days after the parties execute and enter into this Agreement, Owners shall provide written notice of this Agreement to the Office of Historic Preservation, Department of Parks and Recreation, P.O. Box 942896, Sacramento, CA 94296-0001.
- b. None of the terms, provisions or conditions of this Agreement shall be deemed to create a partnership between the parties hereto and any of their heirs, successors, or assigns, nor shall such terms, provisions or conditions cause them to be considered joint venturers or members of any enterprise.
- c. Owners agree to and shall hold City and its elected officials, officers, agents, and employees harmless from liability for damage or claims for damage for personal

injuries, including death, and claims for property damage that may arise from the direct or indirect use or operations of Owners or those of their contractor, subcontractor, agent, employee, or other person acting on their behalf that relate to the use, operation, and maintenance of the Historic Property. Owners hereby agree to and shall defend the City and its elected officials, officers, agents, and employees with respect to any and all actions for damages caused, or alleged to have been caused, by reason of Owners' activities in connection with the Historic Property. This hold harmless provision applies to all damages and claims for damages suffered, or alleged to have been suffered, by reason of the operations referred to in this Agreement regardless of whether or not the City prepared, supplied, or approved the plans, specifications or other documents for the Historic Property.

- d. All of the agreements, rights, covenants, reservations, and restrictions contained in this Agreement shall be binding upon and shall inure to the benefit of the parties herein, their heirs, successors, legal representatives, assigns, and all persons acquiring any part or portion of the Historic Property, whether by operation of law or in any manner whatsoever.
- e. Upon approval of the Historic Property Preservation Agreement, by the City Council, the property owners or their successors in interest shall be responsible for a Mills Act contract maintenance fee per the City's most recently adopted fee schedule.
- f. In the event legal proceedings are brought by any party or parties to enforce or restrain a violation of any of the covenants, reservations, or restrictions contained herein, or to determine the rights and duties of any party hereunder, the prevailing party in such proceeding may recover all reasonable attorney's fees to be fixed by the court, in addition to court costs and other relief ordered by the court.
- g. In the event that any of the provisions of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, or by subsequent preemptive legislation, the validity and enforceability of the remaining provisions, or portions thereof, shall not be affected thereby.
- h. This Agreement shall be construed and governed in accordance with the laws of the State of California.

10. Recordation

No later than twenty (20) days after the parties execute and enter into this Agreement, City shall cause this Agreement to be recorded in the office of the County Recorder of the County of Solano.

11. Amendments

This Agreement may be amended, in whole or in part, only by a written and recorded instrument executed by the parties hereto, in the manner in which it originally was executed except that Exhibit "A.2" may be amended upon mutual consent of the Owners, the Secretary, and the City Manager.

IN WITNESS WHEREOF, City and Owners have executed this Agreement on the day and year first written above.

CITY OF VALLEJO

OWNER

Greg Nyhoff
City Manager

Patrick Jewik

Dawn Abrahamson
City Clerk

Kathleen Choi

(City Seal)

EXHIBIT A.1
Legal Description

APN: 0056-175-190

To be provided at City Council adoption.

EXHIBIT A.2

10 Year Scope of Work*

Year 1-2:	Landscape Improvements	\$4,000
Year 1-2:	Install new water heater	\$2,500
Year 1-2:	Repair Dryrot on House and Repair Dryrotted Porches	\$30,000
Year 1-2:	Trim trees	\$1,000
Year 3-4	Repair or install new fence	\$2,000
Year 5-7:	Paint Home	\$6,000
Year 7-9	Repair any signs of dryrot	\$1,000
Year 8-10:	Roof repair	\$5,000
Total Costs:		\$51,500

** All costs approximate*

RESOLUTION NO. 91-442 N.C.

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

WHEREAS, the California Constitution provides the Legislature with the power to promote the preservation of properties with historical significance by offering substantial property tax incentives (Cal. Const., Art. XIII, Sect 8.); and

WHEREAS, the Constitution provides that when historical properties are enforceably restricted, the property is to be valued for property tax purposes only on a basis consistent with its restrictions and uses; and

WHEREAS, state law provides that owners may enter into historic property contracts with legislative bodies pursuant to Sections 50280-90 of the California Government Code, and that these properties then qualify for the property tax incentives contained in Section 439.2 of the California Revenue and Taxation Code; and

WHEREAS, Section 50280.1 of the Government Code provides that a property qualifies as a historical property if it (1) is privately owned property, (2) is not exempt from property taxation, and (3) is: (c) listed "in any state, city, or county official register of historical or architecturally significant sites, places, or landmarks"; and

WHEREAS, the City of Vallejo has adopted an Architectural Heritage and Historic Preservation Ordinance, in part, to preserve, protect, enhance and perpetuate those historic structures which contribute to the cultural and aesthetic heritage of Vallejo, and to stabilize and improve the economic value of certain historic structures; and

WHEREAS, the Architectural Heritage and Landmarks Commission has completed an architectural heritage survey and established a list of structures having special historical, cultural, architectural or aesthetic interest or value; and

WHEREAS, the Architectural Heritage and Landmarks Commission did at its regular monthly meetings of January through May of 1990 review the "Mills Act" Historic Property Contract provisions contained in Sections 50280-90 of the Government Code, and the Negative Declaration which was prepared for this matter; and

WHEREAS, the Commission recommends that the Council adopt the Negative Declaration based upon a determination that entering into these contracts would not have a significant adverse impact on the environment, but would rather assist in the preservation of listed historic structures; and

WHEREAS, the City Council did on July 31, 1990 review the above referenced sections of the Government and Revenue and Taxation Codes, and does concur with the Commission that these contracts will not have a significant adverse impact on the environment, and would promote the preservation of structures which are listed on the City's Historic Resources Inventory; now, therefore

BE IT RESOLVED, that the City Council does hereby approve the Negative Declaration which evaluates the potential impacts of Historic Property Contracts; and

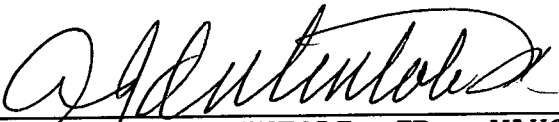
BE IT FURTHER RESOLVED, that the City Council does hereby indicate its willingness to enter into Historic Property Contracts with owners of private property, that is not exempt from property taxation, provided that the property complies with the attached Mills Act criteria.

ADOPTED by the Council of the City of Vallejo at a regular meeting held on July 16, 1991, by the following vote:

AYES: Councilmembers Boschee, Exline, Higgins, Hoffman, Intintoli, Kay and Villanueva

NOES: None

ABSENT: None


ANTHONY J. INTINTOLI, JR., MAYOR

ATTEST: 
MILDRED R. WATSON, CITY CLERK

plrs719

MILLS ACT CRITERIA

1. The property must be on the City's Historic Resources Inventory and an evaluation form must have been completed and reviewed as to the property's level of significance.
2. An application must include the Historic Resources Inventory entry, updated to comply with the most current procedures of the State Office of Historic Preservation, a description of the preservation and restoration goals to be undertaken by the owner and the estimated completion time, and projected adjustments of the property taxes as determined by the County Assessor's Office.
3. The Commission will vote to recommend that the City Council approve or deny the project based on the evaluation form from the Historic Resources Inventory, taking into special account the level of significance of the structure and its potential as a Landmark, Historical Structure, a Structure of Merit, or a Contributing Structure, as outlined in the City Code, Chapter 16.38.150, designation Criteria and 16.38.160, Classification of Designation, and in accordance with the most current Standards of the State Office of Historic Preservation.
4. The project should be highly visible, so that it will serve as a catalyst to encourage others. If the project is to be adopted for a new use, the use should be compatible with the building and the neighborhood.
5. Preservation and restoration activities required for or performed on properties bound under a Mills Act Contract shall be carried out in conformity with the Design Standards of the City of Vallejo, the Guidelines and Standards for Rehabilitating Historic Buildings issued by the U. S. Secretary of the Interior, and the State Historic Building Code.
6. Applications for a Mills Act Contract shall be accompanied by a filing fee of \$100.00. Upon contract adoption by the City Council, a contract maintenance fee of \$900.00 will be imposed, to be assessed over a three-year period at \$300.00 yearly.
7. No more than five Mills Act Contracts will be entered into by the City in a calendar year.

State of California - The Resources Agency
DEPARTMENT OF PARKS AND RECREATION

HISTORIC RESOURCES INVENTORY

IDENTIFICATION

1. Common name: _____
2. Historic name, if known: _____
3. Street or rural address: _____
City: Vallejo ZIP: 94590 County: Solano
4. Present owner, if known: Dorothy McGlennon
City: Vallejo ZIP: 94590
5. Present Use: Residential
Original Use: Residential
Other past uses: None known

DESCRIPTION

6. Briefly describe the present physical appearance of the site or structure and describe any major alterations from its original condition: _____

This is a one story flat-front Italianate house with overscaled windows topped by a dentilled cornice. There is also a panelled, dentilled, bracketted frieze.

8. Approximate property size: _____
Lot size (in feet) Frontage _____ Depth _____
or approx. acreage _____

9. Condition: (check one)
a. Excellent ☒ b. Good ☐ c. Fair ☐
d. Deteriorated ☐ e. No longer in existence ☐
10. Is the feature a. Altered? ☐ b. Unaltered? ☒
11. Surroundings: (Check more than one if necessary)
a. Open land ☐ b. Scattered buildings ☐
c. Open land ☐ d. Residential ☒
e. Commercial ☐ f. Industrial ☐
g. Other ☐
12. Threats to site:
a. None known ☒ b. Private development ☐
c. Zoning ☐ d. Public Works project ☐
e. Vandalism ☒ f. Other ☐

10 - 565270 - 4217600
Adm T2 T3 Cat HABS HAER Fed
Lat Lon Era Sig
UTM NR 4 SHL
Site Mo. Yr.

(State use only)

7. Locational sketch map (draw and label site and surrounding streets, roads, and prominent landmarks):

FLORIDA

Martin

STR.

NORTH

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132

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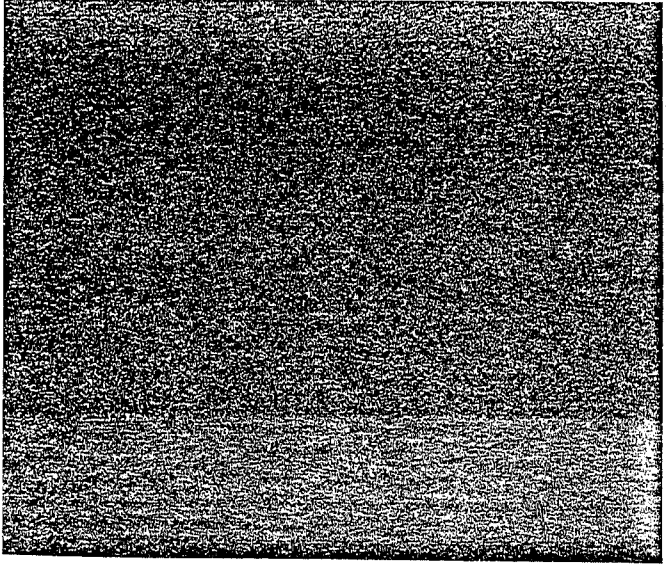
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1 of enclosed photograph(s): 1978

Address:	1017 Main St.							
Evaluator:	PLS	JB	W	W	W	W	W	PM
Level of Significance:								
National Register		X						
State Inventory	X	X	X	X	X	X	✓	X
Local Importance							✓	X
Prime	X	✓	X	X		X	✓	A
Other			X		✓			









NO
PARKING
IN
ALLEY

BUMP

RECYCLABLES







