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AGENDA

VALLEJO ARCHITECTURAL HERITAGE AND LANDMARKS COMMISSION
REGULAR MEETING – 6:30 P.M.
CITY COUNCIL CHAMBERS
October 20, 2022

Angela McDonald, Chair
Brian Harkins, Vice Chair
Peter Bregenzer
Curt Harding
Brendan Riley
Tanya Hall
Ann Adams

NOTICE: Members of the Public will be able to participate in-person or remotely via Zoom. City Hall and the Council Chambers will be open to members of the public 30 minutes prior to the start of the meeting.

IMPORTANT NOTICE

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 for an item not listed on the AGENDA, no specific answers or responses should be expected at this meeting per State law.

Pursuant to Government Code Section 54954.3 of the Brown Act, members of the public shall be afforded the opportunity to speak on any agenda item of interest to them after being recognized by the presiding officer. Members of the public wishing to be so recognized are requested to submit a completed speaker card to the Secretary of the Architectural Heritage and Landmarks Commission prior to the consideration of the item or raise their hand via ZOOM:(https://ZoomRegular.Cityofvallejo.net) or by phone: Dial (669) 900-6833. Enter Meeting ID: 914 0075 0676#. Press * 9 to digitally raise your hand from the phone. For additional instructions on how to speak remotely during public comment, please visit www.cityofvallejo.net/publiccomment. In person speakers will be recognized first.

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.

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 Architectural Heritage and Landmarks Commission will 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.

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

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, by filing a written appeal with the Director of Planning and Development Services. 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 Director of Planning and Development Services 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.

	The Council Chambers in City Hall 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 any questions regarding any of the following agenda items, please call the assigned planner or project manager at (707) 648-4326.

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. APPROVAL OF MINUTES

A. May 19, 2022

5. WRITTEN COMMUNICATIONS

6. REPORT OF THE SECRETARY

A. Board and Commissions Dinner

7. CITY ATTORNEY REPORT

8. REPORT OF THE CITY COUNCIL LIAISON

9. REPORT OF THE CHAIRPERSON AND MEMBERS OF THE COMMISSION

10. COMMITTEE REPORTS

A. Tracker Sub-Committee

11. COMMUNITY FORUM

*Any interested members of the public desiring to communicate with the Architectural Heritage and Landmarks Commission for which another opportunity to speak is not provided on the agenda and which is in the jurisdiction of the Architectural Heritage and Landmarks Commission to resolve may do so in person by submitting a completed speaker's card to the Secretary or via ZOOM:(https://ZoomRegular.Cityofvallejo.net), or by phone: Dial (669) 900-6833. Enter Meeting ID: 914 0075 0676#. Press * 9 to digitally raise your hand from the phone. For additional instructions on how to speak remotely during public comment, please visit, www.cityofvallejo.net/publiccomment. In person speakers will be recognized first. When called upon, each speaker should step to the podium, state his/her name for the record. The conduct of the community forum shall be limited to a maximum of fifteen (15) minutes, with each speaker limited to a maximum of three minutes pursuant to Vallejo Municipal Code Section 2.02.300.*

12. CONSENT CALENDAR AND APPROVAL OF THE AGENDA

13. PUBLC HEARING

A. 803 Capital Street - Mills Act Contract #22-0002
B. 705 Georgia Street - Mills Act Contract #22-0003
C. 828 Georgia Street - Mills Act Contract #22-0004

14. OTHER AGENDA ITEMS

15. ADJOURNMENT

I, Jasmine Thibeaux, Executive 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 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 5:00 p.m., Thursday October 14, 2022.

Jasmine Thibeaux

Dated: October 14, 2022 Executive Secretary

CITY OF VALLEJO
ARCHITECTURAL HERITAGE
AND LANDMARKS COMMISSION

DATE OF MEETING: October 20, 2022 **Agenda Item No. 13-A**

PREPARED BY: Laura Solomon, Assistant Planner
(707) 648-5391, laura.solomon@cityofvallejo.net

Margaret Kavanaugh-Lynch, Planning Manager
(707) 648-8604, Margaret.kavanaugh-lynch@cityofvallejo.net

PROJECT NUMBER: Mills Act Contract #22-0002

ADDRESS: 803 Capitol Street (APN 0056-174-190)

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 Sections 50280-50290.

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. 22-01 recommending that the City Council **APPROVE** Mills Act Contract #22-0002, subject to the findings contained in the Resolution.

APPLICANT/OWNER: Mahak Hassan
803 Capitol Street, Vallejo, CA 94590

BACKGROUND

The City has received a request for approval of a Mills Act contract for a single-family residential property located at 803 Capitol Street. 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 (AHLC'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 Sections 50280-50290) was adopted by the State Legislature in 1972 as an economic incentive program for the restoration and preservation of qualified historic buildings by private property owners. The Mills Act authorizes local governments to enter into contracts with owners of qualified historic properties who agree to restore, maintain, and protect the property in accordance with the specific historic preservation standards and conditions identified in the contract. In return, the property owners are eligible for property tax relief.

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, with automatic yearly extensions thereafter. Subsequent owners are bound by the contract and have the same rights and obligations as the original owner who entered into the contract. If either the City or the owners provide a notice of non-renewal, 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 City Council 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 $981 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

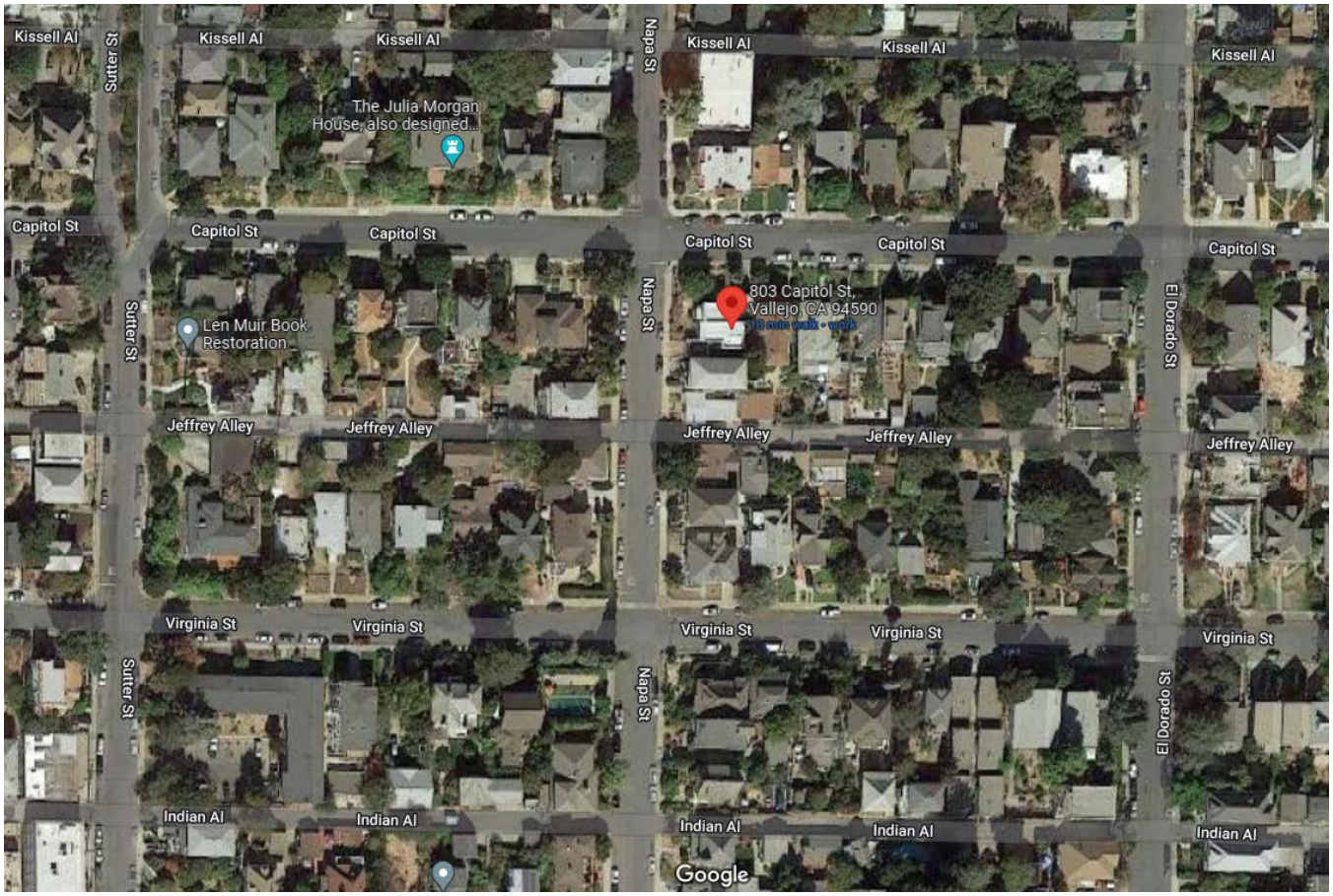
Mills Act contracts are subject to approval by the City Council, with a recommendation by the AHLC. Although some items in the attached scope of work may require staff or AHLC approval of a Certificate of Appropriateness (COA), that approval occurs in the future when a COA application is filed, and the 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 southeast corner of Capitol Street and Napa Street; see Figure 1 below for location map.

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 not known but it has been estimated to be 1872. The builder of the residence was Thomas B. Elder, a stove and hardware salesman. The house appears on site in the 1886 Sanborn Insurance Maps and was the earliest residence on its street. In the 1890's, the Christian Science Church met weekly in the front room. For over 50 years the house was owned by the George Arthur Herbert family. 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 $104,600. The exterior of the home is in very good repair, no major façade changes or additions are proposed. However, the scope does contain some items that will require COAs.

The applicants are planning to install solar panels, drip irrigation, landscaping in the first year. In year two they will fix leaks and wall cracks in the sub home as well as installing drains in the front and back yard. The property owner is planning in years 3-4 of the contract the repair and replacement of windows, front pavement, and driveway. Years 5-6 include repairing the front patio and refinishing the interior wood floors. During years 7-8 the property owners will repaint the interior and where needed on the exterior of the home as well as painting and restoring the iron fencing. Complete renovation of the upstairs bathroom, additional landscaping and replacing the rubber roofing are proposed for years 9-10.

ANALYSIS

City Council Mills Act Criteria

Council Resolution No. 91-442 sets forth the following criteria. Staff's analysis of each criterion 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. Paula Boghosian completed the DPR form in 1979. According to the DPR form, the building is historically significant as the first structure east of Napa Street and is evidence of the blunt power of many vernacular interpretations of high art style. J. Lauder completed another DPR form in 1990. According to this DPR form a significant interior feature is the original curved mahogany stair rail.

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. Please see Attachment 6 for a copy of the property

tax bill.

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 project should be highly visible so that it will serve as a catalyst to encourage others to preserve and restore their properties. The subject building is an excellent local example of the Vernacular Style with Greco-Italianate architectural features such as its roof cornice and square bay. The entry is Greek Revival style with side lights and transom above.

   Staff Analysis: The subject building is in a highly visible location at the southeast corner of Capitol Street and Napa Street. The site's visibility is enhanced by its location on a major street. The home's exterior is already in good condition and no major exterior changes are proposed. Exterior work such as front entrance paving, fence restoration, roof repair and landscaping improvements will further enhance the appearance of the home and encourage others in the vicinity to invest in their properties.

4. 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 the proposed improvements would be consistent with the Secretary of the Interior's Standards.

5. Application for a Mills Act contract shall be accompanied by a filing fee of $245.00. Upon contract adoption by the City Council, a contract maintenance fee of $981.00 will be imposed, to be assessed over a three-year period at $300.00 yearly.

   Staff Analysis: The required filing fee was paid. The Mills Act contract requires payment of the contract maintenance fee.

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

   Staff Analysis: Only two other Mills Act contracts appear to qualify for consideration by the Commission during the current calendar year. The other two are on the agenda for this current AHLC meeting.

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 #22-0002, 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. 22-01
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
6. Copy of Property Tax bill

ARCHITECTURAL HERITAGE AND LANDMARKS COMMISION

RESOLUTION NO. 22-01 AHLC

RECOMMENDING APPROVAL OF A MILLS ACT CONTRACT FOR THE PROPERTY LOCATED AT 803 CAPITOL STREET (MA #22-0002)

APN 0056-174-190

* *

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 June 16, 2022, an application was filed by Mahak Hassan seeking to enter into a Historic Property Preservation Agreement ("Mills Act Contract") with the City for their property located at 803 Capitol Street; and

WHEREAS, on October 20, 2022, 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 Vernacular Style with Greco-Italianate architectural features such as its roof cornice and square bay. The entry is Greek Revival style with side lights and transom above.

4. The subject building is in a highly visible location at the southeast corner of Capitol Street and Napa Street. The site's visibility is enhanced by its location on a major street. The home's exterior is already in good condition and no major exterior changes are proposed. Exterior work such as front entrance paving, fence restoration, roof repair and landscaping improvements 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. Three other Mills Act contracts are under review for approval 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 #22-0002 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 20th day of October 2022, by the following vote to-wit:

AYES:
NOES:
ABSENT:

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

Attest:

_____
Peter Bregenzer, Vice-Chairperson
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 _____, 2022, by and between the CITY OF VALLEJO, a municipal corporation, (hereinafter referred to as the "City"), and Mahak Hassan, owner (hereafter referred to as the "Owner").

W I T N E S S E T H

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. Owner possesses fee title in and to that certain real property, together with associated structures and improvements thereon, generally located at the street address 803 Capitol 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 _____, 2022, the City Council of the City of Vallejo adopted its Resolution No. _____ N.C. thereby declaring its intention to enter in this Historic Property Preservation Agreement (hereinafter referred to as the "Agreement"); and

iv. City and Owner, 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:

DRAFT

1. Effective Date and Term of Agreement

This agreement shall be effective and commence on _____, 2022 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"), one year shall automatically be added to the initial term of this Agreement unless notice of nonrenewal is mailed as provided herein. If either Owner or City desires in any year not to renew the Agreement, Owner 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 Owner to City at least ninety (90) days prior to the annual renewal date, or served by the City to Owner 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 Owner of a notice of nonrenewal from City, Owner 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. Owner 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. Owner 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", Owner shall contact the Secretary to determine what, if any, City of Vallejo permits or approvals may be required.

c. Owner shall allow reasonable inspections, by prior appointment, of the interior and exterior of the Historic Property by representatives of the City or County Assessor prior to a new Agreement and every five years thereafter, to determine Owner's compliance with the terms and provisions of this Agreement.

4. Provision of Information of Compliance

Owner hereby agrees 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 Owner is in breach of any of the conditions of this Agreement or have allowed the Historic 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 Owner has failed to restore or rehabilitate the Historic Property in the manner specified in Subparagraph 3 (a) of this Agreement. In the event of cancellation, Owner 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 Owner, the City shall give written notice to Owner 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 Owner), 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 Owner growing out of the terms of this Agreement; apply to any court, state or federal, for injunctive relief against any violation by Owner; perform the work (or cause its performance) and assess the Historic 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 Owner 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.

DRAFT

7. Binding Effect of Agreement

The Owner hereby subjects the Historic Property described in Exhibit "A.1" hereto to the covenants, reservations, and restrictions as set forth in this Agreement. City and Owner 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 Owner's 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 Owner 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 Owner 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 Owner.

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: Mahak Hassan
803 Capitol Street
Vallejo, CA 94590

9. General Provisions

a. No later than one hundred eighty (180) days after the parties execute and enter into this Agreement, Owner 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. Owner agrees 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 Owner or those of her contractor, subcontractor, agent, employee, or other person acting on their behalf that relate to the use, operation, and maintenance of the Historic Property. Owner hereby agrees 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 Owner's 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, Owner or her 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 Owner, the Secretary, and the City Manager.

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

CITY OF VALLEJO

Michael Malone
City Manager

Dawn Abrahamson
City Clerk

(City Seal)

OWNER

Mahak Hassan

DRAFT

EXHIBIT A.1
Legal Description

APN: 0056-174-190

To be provided at City Council adoption.

DRAFT

EXHIBIT A.2

10 Year Scope of Work

803 Capitol Street

Note: Years and amounts are approximate.

Year	Description	Cost
2022	Installation of solar panels to make the home energy self-sufficient	$25,000
	Install drip irrigation of front yard	$2,000
	Plant a variety of trees, shrubs, flowers, add compost and mulch	$6,000
2023	Fix leaks and wall cracks in sub space	$4,000
	Install drains in the front and back of home	$7,000
2024	Repair / Replace wooden pane windows	$9,600
	Replace broken pavement leading to front patio	$4,000
2025	Repair garage driveway	$3,000
2026	Repair/ Replace broken patio front entry	$3,500
2027	Resurface wood panels within home and replace rotten/broken panels	$10,000
2028	Repaint interior and where needed the exterior of home	$5,000
2029	Paint and restore iron fencing surrounding home	$500
2030	Complete renovation of upstairs bathroom	$13,000
2031	Landscaping of back space stones, décor and shade tolerant plants	$5,000
	Replace rubber roofing for both roofs	$7,000
TOTAL ESTIMATED COST:		**$104,600**

DRAFT

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

(State use only)
Ser _____ Site _____ Mo. ____ Yr. ____
UTM _____ Q _____ NR 3 (1D) SHL ____
Lat _____ Lon _____ Era _____ Sig _____
Adm ____ T2 ____ T3 ____ Cat ____ HABS ____ HAER ____ Fed ____
10-545850-4217300

IDENTIFICATION

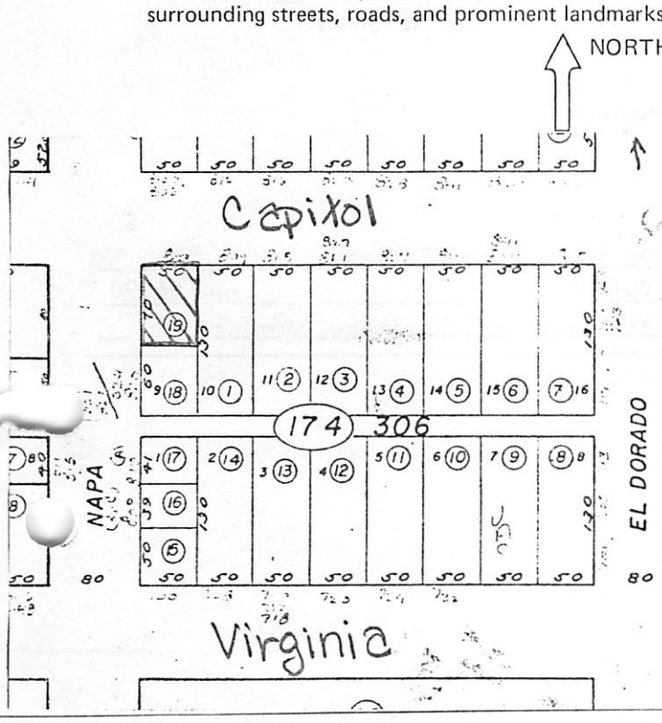
1. Common name: _____
2. Historic name, if known: _____
3. Street or rural address 803 Capitol St.
   City: Vallejo ZIP: 94590 County: Solano
4. Present owner, if known: John R. Derry Address: 803 Capitol St.
   City: Vallejo ZIP: 94590 Ownership is: Public ☐ Private ☒
5. Present Use: Residence Original Use: Residence
   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:

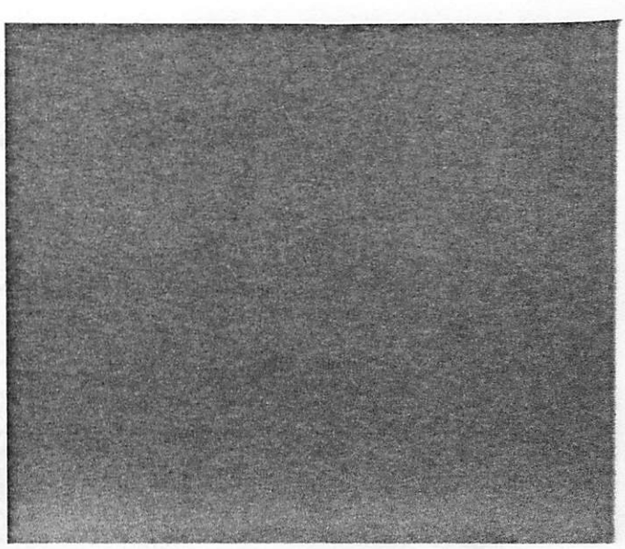
The austere forms and forcefully awkward proportions of this Italianate building are relieved primarily by the brackets of its roof cornice and square bay. The overly elaborate and lacy porch is apparently a later addition. The unexpectedly assymmetrical fenestration lends considerable visual tension to the facade.

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



8. Approximate property size:
   Lot size (in feet) Frontage 50 ';
   Depth 70 ';
   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. Densely built-up ☐ 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 ☐ _____

) of enclosed photograph(s): 1978



NOTE: The following (Items 14-19) are for structures only.

14. Primary exterior building material: a. Stone ☐ b. Brick ☐ c. Stucco ☐ d. Adobe ☐ e. Wood ☒
f. Other ☐ _____

15. Is the structure: a. On its original site? ☒ b. Moved? ☐ c. Unknown? ☐

16. Year of initial construction 1872 This date is: a. Factual ☐ b. Estimated ☒

17. Architect (if known): Not known

18. Builder (if known): Not known

19. Related features: a. Barn ☐ b. Carriage house ☐ c. Outhouse ☐ d. Shed(s) ☐ e. Formal garden(s) ☐
f. Windmill ☐ g. Watertower/tankhouse ☐ h. Other ☐ _____ i. None ☒

SIGNIFICANCE

20. Briefly state historical and/or architectural importance (include dates, events, and persons associated with the site when known):

The house was built by T. B. Elder, a stove and hardware salesman, in the 1870's. For many years the house stood in isolation, the first structure east of Napa Street. The property was originally obtained by patent in 1867 by John B. Frisbie from President Andrew Johnson.

The house appears on site in the 1886 Sanborn Insurance Maps.

This building is evidence of the blunt power of many vernacular interpretations of high art style. The building was the earliest residence on its street, a pioneer structure of an important 19th and early 20th century residential district.

21. Main theme of the historic resource: (Check only one): a. Architecture ☒ b. Arts & Leisure ☐
c. Economic/Industrial ☐ d. Exploration/Settlement ☐ e. Government ☐ f. Military ☐
g. Religion ☐ h. Social/Education ☐

22. Sources: List books, documents, surveys, personal interviews, and their dates:
Vallejo Walking Tour Brochure
Sanborn Insurance Maps

23. Date form prepared: 3-26-79 By (name): Paula Boghosian for City of Vallejo
Address: 555 Santa Clara St. City Vallejo ZIP: 94590
Phone: (707) 553-4326 Organization: Vallejo Architectural Heritage Commission

(State Use Only)

EVALUATION FORM

Address: 803 Capitol St

Evaluator:	JG	PPJ	HR	[illegible]	[illegible]		
Level of Significance:	Loc						
National Register	X	X	✓	X	X		
State Inventory	X	X	✓	X	X		
Local Importance							
Prime	X	X	✓	X	X		
Other							

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

HISTORIC RESOURCES INVENTORY

(State use only)
Ser _____ Site _____ Mo. ____ Yr. ____
UTM _____ Q _____ NR ____ SHL ____
Lat _____ Lon _____ Era _____ Sig _____
Adm ____ T2 ____ T3 ____ Cat ____ HABS ____ HAER ____ Fed ____

IDENTIFICATION

1. Common name: _____
2. Historic name, if known: _____
3. Street or rural address 803 Capitol Street 56-174-19
   City: Vallejo ZIP: 94590 County: Solano
4. Present owner, if known: John R. Derry Address: 803 Capitol sTreet
   City: Vallejo ZIP: 94590 Ownership is: Public [ ] Private [X]
5. Present Use: Residence Original Use: Residence
   Other past uses: None Known

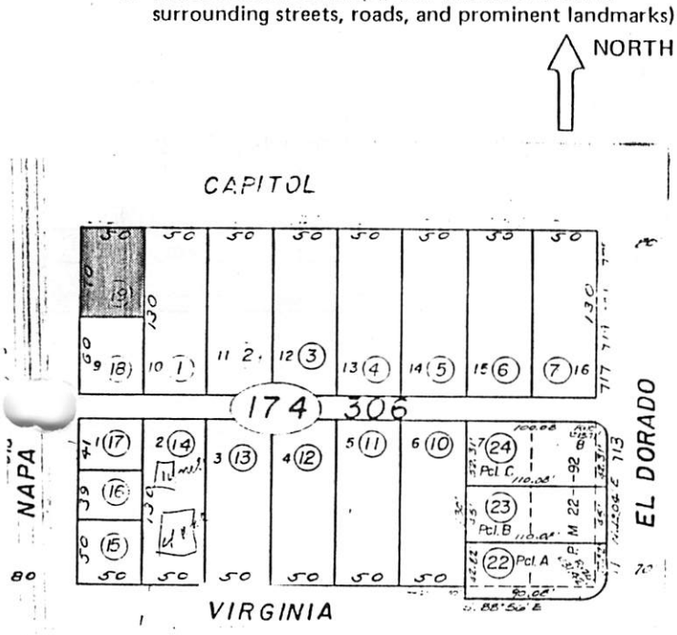
DESCRIPTION

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

The austere forms and forcefully awkward proportions of this Greco-Italianate building are relieved primarily by the brackets of its roof cornice and square bay. The overly elaborate and lacy porch is apparently a later addition. The unexpectedly assymmetrical fenestration lends considerable visual tension to the facade.

The entry is Greek Revival style with side lights and transom above. Double-hung window sash are pegged construction with 6 lights in each. The house appears to consist of two or more very early structures, connected by later additions. A former porch was enclosed to form the current kitchen.

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



8. Approximate property size:
   Lot size (in feet) Frontage 50 ';
   Depth 70 ';
   or approx. acreage _____.
9. Condition: (check one)
   a. Excellent [X] b. Good [ ] c. Fair [ ]
   d. Deteriorated [ ] e. No longer in existence [ ]
10. Is the feature a. Altered? [X] b. Unaltered? [ ]
11. Surroundings: (Check more than one if necessary)
   a. Open land [ ] b. Scattered buildings [ ]
   c. Densely built-up [ ] d. Residential [X]
   e. Commercial [ ] f. Industrial [ ]
   g. Other [ ] _____
12. Threats to site:
   a. None known [X] b. Private development [ ]
   c. Zoning [X] d. Public Works project [ ]
   e. Vandalism [ ] f. Other [ ] _____
13. Date(s) of enclosed photograph(s): 1978

NOTE: The following (Items 14-19) are for structures only.

14. Primary exterior building material: a. Stone ☐ b. Brick ☐ c. Stucco ☐ d. Adobe ☐ e. Wood [X]
f. Other ☐ _____

15. Is the structure: a. On its original site? [X] b. Moved? ☐ c. Unknown? ☐

16. Year of initial construction 1871 This date is: a. Factual ☐ b. Estimated [X]

17. Architect (if known): Not Known

18. Builder (if known): Not Known

19. Related features: a. Barn ☐ b. Carriage house ☐ c. Outhouse ☐ d. Shed(s) ☐ e. Formal garden(s) ☐
f. Windmill ☐ g. Watertower/tankhouse ☐ h. Other ☐ _____ i. None [X]

SIGNIFICANCE

20. Briefly state historical and/or architectural importance (include dates, events, and persons associated with the site when known):

The property was originally obtained by patent in 1867 by John B. Frisbie from President Andrew Johnson. The house, which was the first structure East of Napa Street, was built in the 1870's by Thomas B. Elder, a stove and hardware salesman. The house appears on site in the 1886 Sanborn Insurance maps. In the 1890's the Christian Science Church met weekly in the front room. For over 50 years the house was owned by the George Arthur Herbert family. The house was condemned in 1970, and later purchased by John & Ruth Derry, who completely rehabilitated it.

This building is evidence of the blunt power of many vernacular interpretations of high art style. A significant interior feature is the original curved mahogany stair rail.

21. Main theme of the historic resource: (Check only one): a. Architecture [XX] b. Arts & Leisure ☐
c. Economic/Industrial ☐ d. Exploration/Settlement ☐ e. Government ☐ f. Military ☐
g. Religion ☐ h. Social/Education ☐

22. Sources: List books, documents, surveys, personal interviews, and their dates:

Vallejo Walking Tour Brochure
Sanborn Insurance Maps
Interview with John Derry 1-7-90
Vallejo City Directory, 1871
Solano County Assessor's Records, 1872

23. Date form prepared: 2-12-90 By (name): J. Lauder
Address: 555 Santa Clara Street City Vallejo ZIP: 94590
Phone: (707) 648-4326 Organization: VAHLC

(State Use Only)

Address:

Evaluator:	SAE	Jdem	P		RAB	
Level of Significance:						
National Register	✓	✓	✓	✓	✓	✓
State Inventory						
Local Importance						
Prime						
Other						

CHARLES LOMELI TAX COLLECTOR
675 TEXAS STREET, SUITE 1900
FAIRFIELD, CA 94533-6337
PHONE 707-784-7485
E-MAIL: TTCCC@SOLANOCOUNTY.COM

SOLANO COUNTY 2021-2022
SECURED PROPERTY TAX STATEMENT
FOR THE FISCAL YEAR JULY 1, 2021 TO JUNE 30, 2022

ASSESSMENT NUMBER
0056-174-190 01 Original

PROPERTY ADDRESS / DESCRIPTION
803 Capitol Street Vallejo 0.08 Acres

MAIL TO:
Mailing address and owner information is not available online
- It has been removed -

7000 TAX RATE AREA
*C 5688 CORTAC AGENCY

*** INTERNET COPY ***	ASSESSED VALUE
LAND	47,697
IMPROVEMENTS	208,687
PERSONAL PROPERTY	0
MINERALS	0
GROSS TOTAL ▶	256,384
HOMEOWNER'S EXEMPTION	0
OTHER EXEMPTIONS	0
NET TOTAL ▶	256,384

* A mortgage company has requested your tax bill. If this is not correct, please pay as indicated.

TAXING ENTITY	TAX RATE	CHARGE AMOUNT
1 PCT Tax Limitation	1.000000%	$2,563.84
SC Water Agency St Water Proj	0.020000%	$51.28
VJO USD GOB 2018 Ser 2019	0.007632%	$19.56
SCC 2012 GOB Series D	0.004524%	$11.56
VJO USD GOB 2018 Ser 2021	0.044368%	$113.74
SCC 2019 Go Refunding Bonds	0.005868%	$15.08
VJO USD A 2002 GOB Refunding	0.023655%	$60.64
SCC GOB Series 2003a	0.009510%	$24.38
SCC 2016 Go Refunding Bonds	0.000672%	$1.72
SCC GOB 2012 Series A	0.000610%	$1.56
SCC 2014 GOB Ref Series A	0.000631%	$1.60
SCC 2014 GOB Ref Series B	0.005397%	$13.82
SCC 2012 GOB Series C	0.006898%	$16.12
VJO USD 2017 GOB Refunding	0.014717%	$37.72

TAXING ENTITY	PHONE NUMBER	CHARGE AMOUNT
Greater VJO Recre Dist Pcl Tax	(800) 676-7516	$48.00
Sf Bay Rest Auth-Measure Aa	(800) 676-7516	$12.00
Annual Sewer And Storm Fee	(707) 644-8976	$787.20

ADD 10% PENALTY AFTER	1st Installment	ADD 10% PENALTY AND $20.00 COST AFTER	2nd Installment
Dec 10, 2021	$1,889.41	Apr 11, 2022	$1,889.41

SOLANO COUNTY 2021-2022 SECURED TAX SECOND INSTALLMENT *C 5688 Original

OCTOBER 2021 NOTE PAYMENT

Mailing address and owner information is not available online
- It has been removed -

TOTAL BOTH INSTALLMENTS (SEND BOTH STUBS WHEN PAYING TOTAL)	TAX RATE AREA	ASSESSMENT NUMBER
$3,778.82	7000	0056-174-190 01

Amount Due Reflects payments made of $1,889.41

PAY ONLINE AT: SOLANOCOUNTY.COM

2

2ND INSTALLMENT DUE ▶ February 1, 2022 $0.00
DELINQUENT AFTER April 11, 2022

*** INTERNET COPY ***

IF YOUR PAYMENT IS DELINQUENT, YOU WILL BE CHARGED AN ADDITIONAL 10% PENALTY PLUS $20.00 COST

2ND INST + PEN + COST = $0.00

MAKE CHECKS PAYABLE AND MAIL TO:
SOLANO COUNTY TREASURY
PO BOX 51094
LOS ANGELES, CA 90051-5394

00561741900 0000017 202122 202122 0000000000000 0000000000000 202204111 SC2

SOLANO COUNTY 2021-2022 SECURED TAX FIRST INSTALLMENT *C 5688 Original

RETURN STUB WITH PAYMENT

Mailing address and owner information is not available online
- It has been removed -

TOTAL BOTH INSTALLMENTS (SEND BOTH STUBS WHEN PAYING TOTAL)	TAX RATE AREA	ASSESSMENT NUMBER
$3,778.82	7000	0056-174-190 01

Amount Due Reflects payments made of $1,889.41

PAY ONLINE AT: SOLANOCOUNTY.COM

1

1ST INSTALLMENT DUE ▶ November 1, 2021 $0.00
DELINQUENT AFTER December 10, 2021

*** INTERNET COPY ***

IF YOUR PAYMENT IS DELINQUENT, YOU WILL BE CHARGED AN ADDITIONAL 10% PENALTY

1ST INST + PEN = $0.00

MAKE CHECKS PAYABLE AND MAIL TO:
SOLANO COUNTY TREASURY
PO BOX 51094
LOS ANGELES, CA 90051-5394

00561741900 0000017 202122 202122 0000000000000 0000000000000 202112101 SC1

CITY OF VALLEJO
ARCHITECTURAL HERITAGE
AND LANDMARKS COMMISSION

DATE OF MEETING: October 20, 2022 **Agenda Item No. 13-B**

PREPARED BY: Laura Solomon, Assistant Planner
(707) 648-5391, laura.solomon@cityofvallejo.net

Margaret Kavanaugh-Lynch, Planning Manager
(707) 648-8604, Margaret.kavanaugh-lynch@cityofvallejo.net

PROJECT NUMBER: Mills Act Contract #22-0003

ADDRESS: 705 Georgia Street (APN 0056-204-010)

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 Sections 50280-50290.

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. 22-02 recommending that the City Council **APPROVE** Mills Act Contract #22-0003, subject to the findings contained in the Resolution.

APPLICANT/OWNER: Dana Palmie
705 Georgia Street, Vallejo, CA 94590

BACKGROUND

The City has received a request for approval of a Mills Act contract for a single-family residential property located at 705 Georgia Street. 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 (AHLC'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 Sections 50280-50290) was adopted by the State Legislature in 1972 as an economic incentive program for the restoration and preservation of qualified historic buildings by private property owners. The Mills Act authorizes local governments to enter into contracts with owners of qualified historic properties who agree to restore, maintain, and protect the property in accordance with the specific historic preservation standards and conditions identified in the contract. In return, the property owners are eligible for property tax relief.

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, with automatic yearly extensions thereafter. Subsequent owners are bound by the contract and have the same rights and obligations as the original owner who entered into the contract. If either the City or the owners provide a notice of non-renewal, 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 City Council 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 $981 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

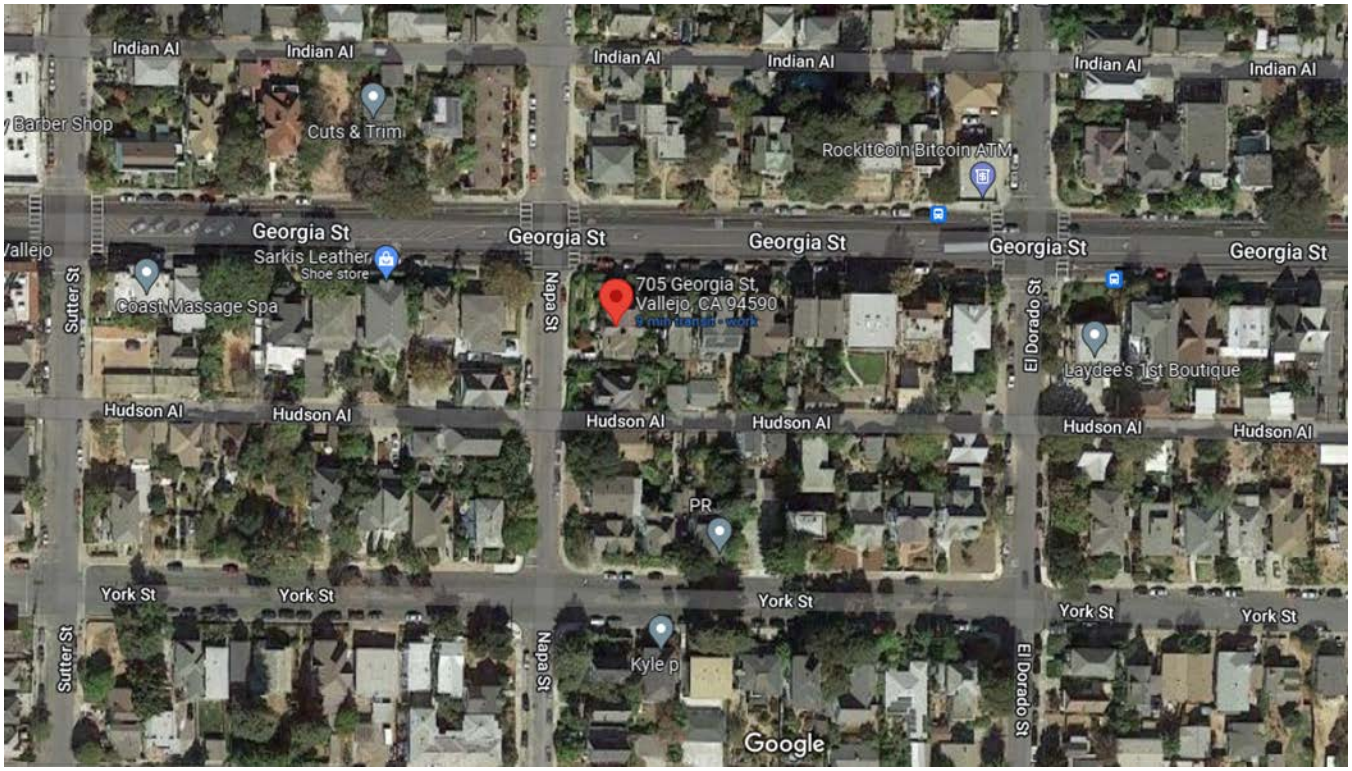
Mills Act contracts are subject to approval by the City Council, with a recommendation by the AHLC. Although some items in the attached scope of work may require staff or AHLC approval of a Certificate of Appropriateness (COA), that approval occurs in the future when a COA application is filed, and the 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 southeast corner of Georgia Street and Napa Street; see Figure 1 below for location map.

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 not known but it has been estimated to be 1885. It is known as the Commodore Potts Home and was originally owned by John E. Wilson, local rancher, and breeder of stock. It was purchased in 1908 by Commodore Potts who lived there for many years. While the builder is unknown, the design treatment and articulation of form land details suggest the work of San Francisco's Newsom Brothers. It is a key structure with respect to the neighborhood due to its high design quality and important corner siting. 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 $173,300. The exterior of the home is in very good repair, no major façade changes or additions are proposed. However, the scope does contain some items such as window repair and replacement, bathroom and kitchen renovation that will require COAs and Building Permits.

The applicants have begun interior work such as removing wallpaper and painting where necessary and refinishing plaster underneath; this will continue during year one. Exterior paint will be redone by year three due to wildfire smoke damage, conducted by an expert familiar with historical preservation. Plumbing rationalization and electrical modernization will be ongoing and early in the process for safety and efficiency purposes. The four fireplaces were originally built to be coal-burning and will be upgraded to gas-fired; with one already completed. Interior woodwork restoration, kitchen and bathroom updates will take place in year four. Much of the house has original hardwood floors which are to be refinished and sealed to fix signs of wear and damaged areas. The attic is to be finished and insulated to be more energy efficient. Since the existing garage doors pose a security risk in their current state, the property owners plan to commission custom historically appropriate doors. By year five, the water heater and furnace will be upgraded. A dead Magnolia tree visible from Georgia Street will be removed and an efficient irrigation system will be installed to improve the landscape.

ANALYSIS

City Council Mills Act Criteria

Council Resolution No. 91-442 sets forth the following criteria. Staff's analysis of each criterion 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. Paula Boghosian completed the DPR form in 1979. According to the DPR form, the building is historically significant as the former Commodore Potts home. As a two-story Queen Anne structure with Eastlake inspiration, it is also considered the finest example of its style in Vallejo. It is a key structure with respect to the neighborhood due to its high design quality and important corner siting.

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. Please see Attachment 6 for a copy of the property tax bill.

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 project should be highly visible so that it will serve as a catalyst to encourage others to preserve and restore their properties. The subject building is an excellent local example of the Queen Anne style with Eastlake inspiration, including architectural features such as an elaborate chimney and decorative wood designs adorning the gable-end bargeboard.

Staff Analysis: The subject building is in a highly visible location at the southeast corner of Georgia Street and Napa Street. The site's visibility is enhanced by its location on a major street. The home's exterior is already in good condition and no major exterior changes are proposed. Exterior work such as paint and wood restoration, garage door and landscaping improvements will further enhance the appearance of the home and encourage others in the vicinity to invest in their properties.

4. 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 the proposed improvements would be consistent with the Secretary of the Interior's Standards.

5. Application for a Mills Act contract shall be accompanied by a filing fee of $245.00. Upon contract adoption by the City Council, a contract maintenance fee of $981.00 will be imposed, to be assessed over a three-year period at $300.00 yearly.

   Staff Analysis: The required filing fee was paid. The Mills Act contract requires payment of the contract maintenance fee.

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

   Staff Analysis: Only two other Mills Act contracts appear to qualify for consideration by the Commission during the current calendar year. The other two are on the agenda for this current AHLC meeting.

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 #22-0003, 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. 22-02
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
6. Copy of Property Tax bill

ARCHITECTURAL HERITAGE AND LANDMARKS COMMISION

RESOLUTION NO. 22-02 AHLC

RECOMMENDING APPROVAL OF A MILLS ACT CONTRACT FOR THE PROPERTY LOCATED AT 705 GEORGIA STREET (MA #22-0003)

APN 0056-204-010

* *

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 June 21, 2022, an application was filed by Dana Palmie seeking to enter into a Historic Property Preservation Agreement ("Mills Act Contract") with the City for their property located at 705 Georgia Street; and

WHEREAS, on October 20, 2022, 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 perhaps the finest example in Vallejo of the Queen Anne style with Eastlake inspiration. It is remarkably intact, and its relative lack of alteration provides an accurate image of structures of that era. It is a key structure with respect to the neighborhood due to its high design quality and important corner siting.

4. The subject building is in a highly visible location at the southeast corner of Georgia Street and Napa Street. The site's visibility is enhanced by its location on a major street. The home's exterior is already in good condition and no major exterior changes are proposed. Exterior work such as paint, garage door renovation and landscaping improvements (including removal of a dead Magnolia tree) 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. Two other Mills Act contracts are under review for approval 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 #22-0003 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 20th day of October 2022, by the following vote to-wit:

AYES:
NOES:
ABSENT:

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

Attest:

_____
Peter Bregenzer, Vice-Chairperson
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 _____, 2022, by and between the CITY OF VALLEJO, a municipal corporation, (hereinafter referred to as the "City"), and Dana Palmie, owner (hereafter referred to as the "Owner").

W I T N E S S E T H

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. Owner possesses fee title in and to that certain real property, together with associated structures and improvements thereon, generally located at the street address 705 Georgia 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 _____, 2022, the City Council of the City of Vallejo adopted its Resolution No. _____ N.C. thereby declaring its intention to enter in this Historic Property Preservation Agreement (hereinafter referred to as the "Agreement"); and

iv. City and Owner, 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:

DRAFT

1. Effective Date and Term of Agreement

This agreement shall be effective and commence on _____, 2022 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"), one year shall automatically be added to the initial term of this Agreement unless notice of nonrenewal is mailed as provided herein. If either Owner or City desires in any year not to renew the Agreement, Owner 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 Owner to City at least ninety (90) days prior to the annual renewal date, or served by the City to Owner 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 Owner of a notice of nonrenewal from City, Owner 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. Owner 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. Owner 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", Owner shall contact the Secretary to determine what, if any, City of Vallejo permits or approvals may be required.

c. Owner shall allow reasonable inspections, by prior appointment, of the interior and exterior of the Historic Property by representatives of the City or County Assessor prior to a new Agreement and every five years thereafter, to determine Owner's compliance with the terms and provisions of this Agreement.

4. Provision of Information of Compliance

Owner hereby agrees 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 Owner is in breach of any of the conditions of this Agreement or have allowed the Historic 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 Owner has failed to restore or rehabilitate the Historic Property in the manner specified in Subparagraph 3 (a) of this Agreement. In the event of cancellation, Owner 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 Owner, the City shall give written notice to Owner 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 Owner), 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 Owner growing out of the terms of this Agreement; apply to any court, state or federal, for injunctive relief against any violation by Owner; perform the work (or cause its performance) and assess the Historic 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 Owner 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 Owner hereby subjects the Historic Property described in Exhibit "A.1" hereto to the covenants, reservations, and restrictions as set forth in this Agreement. City and Owner 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 Owner's 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 Owner 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 Owner 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 Owner.

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: Dana Palmie
705 Georgia Street
Vallejo, CA 94590

9. General Provisions

a. No later than one hundred eighty (180) days after the parties execute and enter into this Agreement, Owner 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. Owner agrees 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 Owner or those of her contractor, subcontractor, agent, employee, or other person acting on their behalf that relate to the use, operation, and maintenance of the Historic Property. Owner hereby agrees 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 Owner's 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, Owner or her 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 Owner, the Secretary, and the City Manager.

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

CITY OF VALLEJO

Michael Malone
City Manager

Dawn Abrahamson
City Clerk

(City Seal)

OWNER

Dana Palmie

DRAFT

EXHIBIT A.1
Legal Description

APN: 0056-204-010

To be provided at City Council adoption.

DRAFT

EXHIBIT A.2

10 Year Scope of Work

705 Georgia Street

Note: Years and amounts are approximate.

Mills Act Application - Proposed Improvements

This information accompanies the Mills Act application submitted for 705 Georgia Street.

Exterior paint
Estimated cost = $30,000 + $1,000 annually for upkeep
Based on conversations with the previous owner, we believe the exterior paint was completed last in about 2015, so we're expecting to need to paint the house again by 2025. Wildfire smoke from the last few years has been building up into a dark layer on the shingles outside the second story, but power washing is not possible without causing paint to peel in areas. We have consulted a few experts who do not think the house was properly sanded and primed last time it was painted, so there will need to be a fair amount of sanding off existing paint. There are a number of areas of trim work that are currently peeling and require sanding, priming, and painting by an expert familiar with historical preservation. There is also a fair amount of intricate detail work needed to maintain the home's Vistorian features.

Interior paint/wallpaper
Estimated cost = $5,000
We believe the wallpaper that covers most of the interior walls was installed in the 1970s. There are several rooms where we would like to focus on preserving the wallpaper and touching up the corresponding paint. Some rooms are peeling and/or don't reflect the home's history as much as the 70s era when it was installed, so we are planning (or have begun) the process of removing wallpaper, refinishing the plaster underneath, and painting or installing new wallpaper. In some of the work we've already done, cracked plaster has been revealed underneath the wallpaper and will need to be reconstructed.

Woodwork restoration
Estimated cost = $2,000
We have beautiful wooden arches with pocket doors around the entries to several of the first floor rooms, but at some point they were stained a red color that we would like to restore to an original wood tone to match the fireplaces and floors. There are also missing spindles in the arch detail, so we will need to get those replacements custom lathed.

Kitchen update
Estimated cost = $35,000
The kitchen is quite outdated and requires updates across the board. We purchased a new refrigerator soon after purchasing the house, and the oven from the same era will likely need to be replaced soon. The cabinets are in poor condition with several drawers off their tracks, so we'll be looking at a full renovation. We have observed possible termite damage to the floor

underlayment from the crawl space below it, so we suspect we will need to replace the floor tile and a portion of the underlaying floor. The kitchen also has a dangerous staircase without a railing, so that is a priority for us to install. We also notice lights flickering often and blow fuses when using multiple appliances, so we plan to update the electrical during the renovation process.

Bathroom update
Estimated cost = $15,000
The upstairs bathroom is an underutilized space containing only an antique toilet and bathtub in a room that is large enough to also contain a shower and vanity. We are considering adding an additional toilet so that the antique toilet gets less regular wear to help preserve it. The room is currently carpeted so we are planning to install a tile floor that is resistant to water (we had an incident with the toilet overflowing into the kitchen beneath it and may need to address mold as a result). There is also a snapped pulley rope on one of the windows, so the casing will need to be removed so that it can be repaired.

Plumbing rationalization
Estimated cost = $2,000
Our plumber has worked on several issues that have arisen in the house and has made the observation that there are some pipes that we should consider replacing because of the materials and somewhat irrational layout. We've focused on quick fixes thus far but will likely either have to keep addressing issues or proactively rebuild some areas as they become exposed through other renovations.

Electrical modernization
Estimated cost = $5,000
We still have knob and tube wiring in parts of the house and have uncovered a few unsafe areas where electrical has been replaced without removing the old wiring. We need to update the majority of the outlets in the house (plugs just fall out of many of them) and are anticipating further discoveries of electrical that needs to be addressed through that process.

Fireplace utilization
Estimated cost = $1,000
We have 4 fireplaces in the house that were originally built to be coal-burning. Obviously we can't keep burning coal in our home but do want to benefit from the targeted heat sources in the large house, so we plan to update all of them to be gas-fired. We have completed this update in one already and plan to keep going.

Floor refinishing
***Estimated cost* = $3,000-$5,000**
We have an amazing amount of original hardwood floors throughout the house. They are showing a lot of normal signs of wear as well as several areas where there has been water damage from plants and spills. We plan to refinish and seal all of the floors so they will be more resilient against future wear.

DRAFT

Attic finishing
***Estimated cost* = $20,000-$25,000**
The attic is a large space that could become office space since we plan to work from home indefinitely. We plan to insulate the walls, floor, and ceiling (see below) and would like to add sheetrock, flooring, and electrical work while we're at it to increase liveable square footage in the house. At the very least we will need to address gaps and holes that allow animals to get in.

Attic insulation
***Estimated cost* = $22,000-$25,000**
The house is extremely energy inefficient and our utility bills can exceed $1,000 per month as a result. Through research we have determined that insulating the attic is the most important thing we can do to capture heat from escaping and prevent weather from getting in in the first place.

Garage door modernization
***Estimated cost* = $2,500-$5,000**
The current garage doors are not airtight, the machinery to raise them is unreliable, and it is possible to open them from the outside, which makes them a security risk. We plan to commission custom, historically appropriate doors that address these issues.

New water heater and furnace
***Estimated cost* = $4,000-$6,000**
Both the water heater and the furnace were installed in 1990 and are thus approaching the end of their lifespan. We will need to replace them in the next few years and plan to replace them with upgraded modern options.

Tree removal
***Estimated cost* = $500**
There is a dead Magnolia tree in the garden that is visible from Georgia Street that needs to be removed.

Garden irrigation
***Estimated cost* = $800**
We are planning to install a modern sprinkler system that will allow us to water the hedges more efficiently.

Outdoor stair replacement
***Estimated cost* = $2,000**
There are rotted wood stairs that have been repaired poorly and are now a safety hazard. We plan to completely rebuild the stairs connecting the porch off the kitchen and the southwest yard.

DRAFT

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

(State use only) Ser _____ Site _____ Mo. _____ Yr. _____ 97
UTM _____ Q _____ NR 3D 1-D SHL _____
Lat _____ Lon _____ Era _____ Sig _____
Adm ___ T2 ___ T3 ___ Cat ___ HABS ___ HAER ___ Fed ___
10-565740-4217090

IDENTIFICATION

1. Common name: Commodore Potts Home
2. Historic name, if known: Commodore Potts Home
3. Street or rural address 705 Georgia Street 56-204-01
   City: Vallejo ZIP: 94590 County: Solano
4. Present owner, if known: Edward G. Lopez Address: 705 Georgia St.
   City: Vallejo ZIP: 94590 Ownership is: Public ☐ Private ☒
5. Present Use: Residence Original Use: Residence
   Other past uses: None

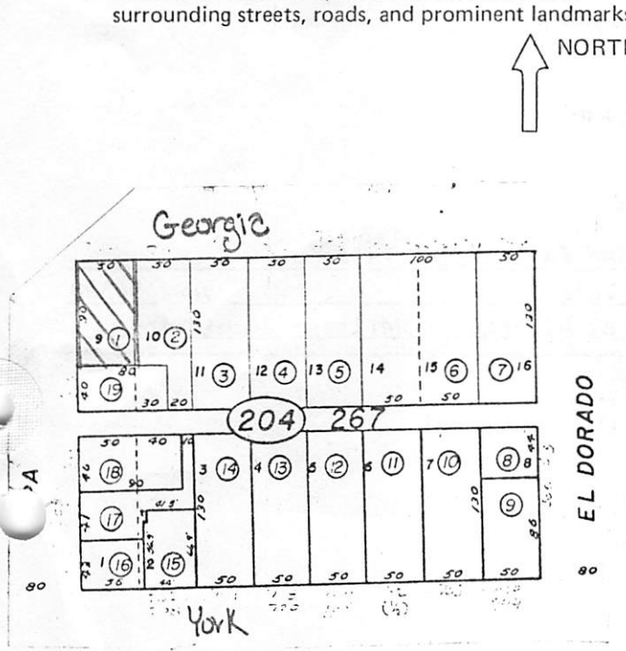
DESCRIPTION

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

The former Potts home is essentially a two-story Queen Anne structure with a wealth of overscaled ornament, much of which is Eastlake in inspiration. The elaborate chimney and iron fence are still intact. Exterior surface materials consist of shiplap on the lower story and shingles on the upper floor. Decorative designs in the wood adorn the gable-end bargeboard.

The principal alteration appears to be the re-roofing of the house with inappropriately rustic shingles.

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



8. Approximate property size:
   Lot size (in feet) Frontage 50 ';
   Depth 90 ';
   or approx. acreage _____.

9. Condition: (check one)
   a. Excellent ☒ b. Good ☐ c. Fair ☐
   d. Deteriorated ☐ e. No longer in existence ☐

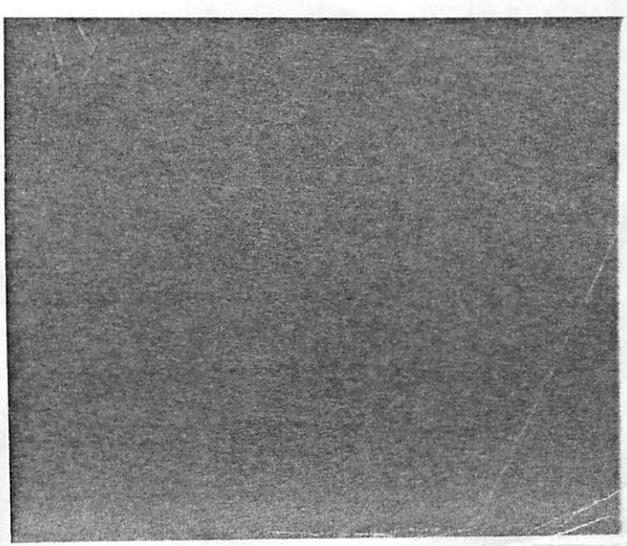
10. Is the feature a. Altered? ☒ b. Unaltered? ☐

11. Surroundings: (Check more than one if necessary)
   a. Open land ☐ b. Scattered buildings ☐
   c. Densely built-up ☐ 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 ☐ _____

DPR 523 (Rev. 7/75)

) of enclosed photograph(s): 1978



NOTE: The following (Items 14-19) are for structures only.

14. Primary exterior building material: a. Stone ☐ b. Brick ☐ c. Stucco ☐ d. Adobe ☐ e. Wood ☒
f. Other ☐ _____

15. Is the structure: a. On its original site? ☒ b. Moved? ☐ c. Unknown? ☐

16. Year of initial construction 1885 This date is: a. Factual ☐ b. Estimated ☒

17. Architect (if known): Not known

18. Builder (if known): Not known

19. Related features: a. Barn ☐ b. Carriage house ☐ c. Outhouse ☐ d. Shed(s) ☐ e. Formal garden(s) ☐
f. Windmill ☐ g. Watertower/tankhouse ☐ h. Other ☐ _____ i. None ☒

SIGNIFICANCE

20. Briefly state historical and/or architectural importance (include dates, events, and persons associated with the site when known):

The structure is important both for its historical associations and its high architectural values. The first owner of the house was John E. Wilson, local rancher and breeder of stock. Commodore Potts bought it in 1908 and lived there for many years. Potts was Chief Engineer of the "Old Brooklyn" and took part in the bombardment of San Juan Puerto Rico during the Spanish American War.

Architecturally, the structure is perhaps the finest example of its style in Vallejo. It is remarkably intact and its relative lack of alteration provides an accurate and informative image of structures of that era. The design treatment and articulation of form land details suggest the work of San Francisco's Newsom brothers (a connection which has not however been established). It is a key structure with respect to the neighborhood due to its high design quality and important corner siting. The structure is located in the Vallejo Architectural Heritage District which is on the National Register of Historic Places.

21. Main theme of the historic resource: (Check only one): a. Architecture ☒ b. Arts & Leisure ☐
c. Economic/Industrial ☐ d. Exploration/Settlement ☐ e. Government ☐ f. Military ☐
g. Religion ☐ h. Social/Education ☐

22. Sources: List books, documents, surveys, personal interviews, and their dates:
Brochure, Walking Tour
County History, 1879
City of Vallejo Water Department Records

23. Date form prepared: 3-23-79 By (name): Paula Boghosian for City of Vallejo
Address: 555 Santa Clara St. City Vallejo ZIP: 94590
Phone: (707) 553-4326 Organization: Vallejo Architectural Heritage Commission

(State Use Only)

EVALUATION FORM

Address: 705 Georgia

Evaluator:	PPS	JFS				
Level of Significance:		ST				
National Register	X	X	X	X	Y	X
State Inventory						
Local Importance	X	X	X	X	X	X
Prime	X	X	X	X	X	X
Other						

CHARLES LOMELI TAX COLLECTOR
675 TEXAS STREET, SUITE 1900
FAIRFIELD, CA 94533-6337
PHONE 707-784-7485
E-MAIL: TTCCC@SOLANOCOUNTY.COM

SOLANO COUNTY 2021-2022
SECURED PROPERTY TAX STATEMENT
FOR THE FISCAL YEAR JULY 1, 2021 TO JUNE 30, 2022

ASSESSMENT NUMBER

0056-204-010 01 Original

PROPERTY ADDRESS / DESCRIPTION

705 Georgia Street Vallejo 0.1 Acres

MAIL TO:

Mailing address and owner information is not available online
- It has been removed -

7000
TAX RATE AREA CORTAC AGENCY

*** INTERNET COPY ***	ASSESSED VALUE
LAND	128,820
IMPROVEMENTS	725,519
PERSONAL PROPERTY	0
MINERALS	0
GROSS TOTAL ▶	854,339
HOMEOWNER'S EXEMPTION	0
OTHER EXEMPTIONS	0
NET TOTAL ▶	854,339

* If a mortgage company is responsible for paying your taxes, please contact them.

TAXING ENTITY	TAX RATE	CHARGE AMOUNT
1 PCT Tax Limitation	1.000000%	$8,543.38
SC Water Agency St Water Proj	0.020000%	$170.86
VJO USD GOB 2018 Ser 2019	0.007632%	$65.20
SCC 2012 GOB Series D	0.004524%	$38.64
VJO USD GOB 2018 Ser 2021	0.044368%	$379.04
SCC 2019 Go Refunding Bonds	0.005888%	$50.30
VJO USD A 2002 GOB Refunding	0.023655%	$202.08
SCC GOB Series 2003a	0.009510%	$81.24
SCC 2015 Go Refunding Bonds	0.000672%	$5.74
SCC GOB 2012 Series A	0.000610%	$5.20
SCC 2014 GOB Ref Series A	0.000631%	$5.38
SCC 2014 GOB Ref Series B	0.005397%	$46.10
SCC 2012 GOB Series C	0.005898%	$50.38
VJO USD 2017 GOB Refunding	0.014717%	$125.72

TAXING ENTITY	PHONE NUMBER	CHARGE AMOUNT
Greater VJO Recre Dist Pcl Tax	(800) 676-7516	$48.00
Sf Bay Rest Auth-Measure Aa	(800) 676-7516	$12.00
Annual Sewer And Storm Fee	(707) 644-8976	$787.20

ADD 10% PENALTY AFTER
Dec 10, 2021

1st Installment
$5,308.23

ADD 10% PENALTY AND $20.00 COST AFTER
Apr 11, 2022

2nd Installment
$5,308.23

SOLANO COUNTY 2021-2022 SECURED TAX SECOND INSTALLMENT
Original

RETURN STUB WITH PAYMENT

Mailing address and owner information is not available online
- It has been removed -

TOTAL BOTH INSTALLMENTS (SEND BOTH STUBS WHEN PAYING TOTAL)	TAX RATE AREA	ASSESSMENT NUMBER
$10,616.46	7000	0056-204-010 01

Amount Due Reflects payments made of $5,308.23

PAY ONLINE AT: SOLANOCOUNTY.COM

*** INTERNET COPY ***

2

2ND INSTALLMENT DUE ▶
February 1, 2022 $0.00
DELINQUENT AFTER
April 11, 2022

IF YOUR PAYMENT IS DELINQUENT, YOU WILL BE CHARGED AN ADDITIONAL 10% PENALTY PLUS $20.00 COST

2ND INST + PEN + COST = $0.00

MAKE CHECKS PAYABLE AND MAIL TO:

SOLANO COUNTY TREASURY
PO BOX 51094
LOS ANGELES, CA 90051-5394

00562040108 0000017 202122 202122 0000000000000 0000000000000 202204111 SC2

SOLANO COUNTY 2021-2022 SECURED TAX FIRST INSTALLMENT
Original

CITY OF VALLEJO
ARCHITECTURAL HERITAGE
AND LANDMARKS COMMISSION

DATE OF MEETING: October 20, 2022 **Agenda Item No. 13-C**

PREPARED BY: Laura Solomon, Assistant Planner
(707) 648-5391, laura.solomon@cityofvallejo.net

Margaret Kavanaugh-Lynch, Planning Manager
(707) 648-8604, Margaret.kavanaugh-lynch@cityofvallejo.net

PROJECT NUMBER: Mills Act Contract #22-0004

ADDRESS: 828 Georgia Street (APN 0056-205-150)

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 Sections 50280-50290.

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. 22-03 recommending that the City Council **APPROVE** Mills Act Contract #22-0004, subject to the findings contained in the Resolution.

APPLICANT/OWNER: Christine Brown and Jorden Carlsen
828 Georgia Street, Vallejo, CA 94590

BACKGROUND

The City has received a request for approval of a Mills Act contract for a single-family residential property located at 828 Georgia Street. 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 (AHLC'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 Sections 50280-50290) was adopted by the State Legislature in 1972 as an economic incentive program for the restoration and preservation of qualified historic buildings by private property owners. The Mills Act authorizes local governments to enter into contracts with owners of qualified historic properties who agree to restore, maintain, and protect the property in accordance with the specific historic preservation standards and conditions identified in the contract. In return, the property owners are eligible for property tax relief.

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, with automatic yearly extensions thereafter. Subsequent owners are bound by the contract and have the same rights and obligations as the original owner who entered into the contract. If either the City or the owners provide a notice of non-renewal, 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 City Council 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 $981 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

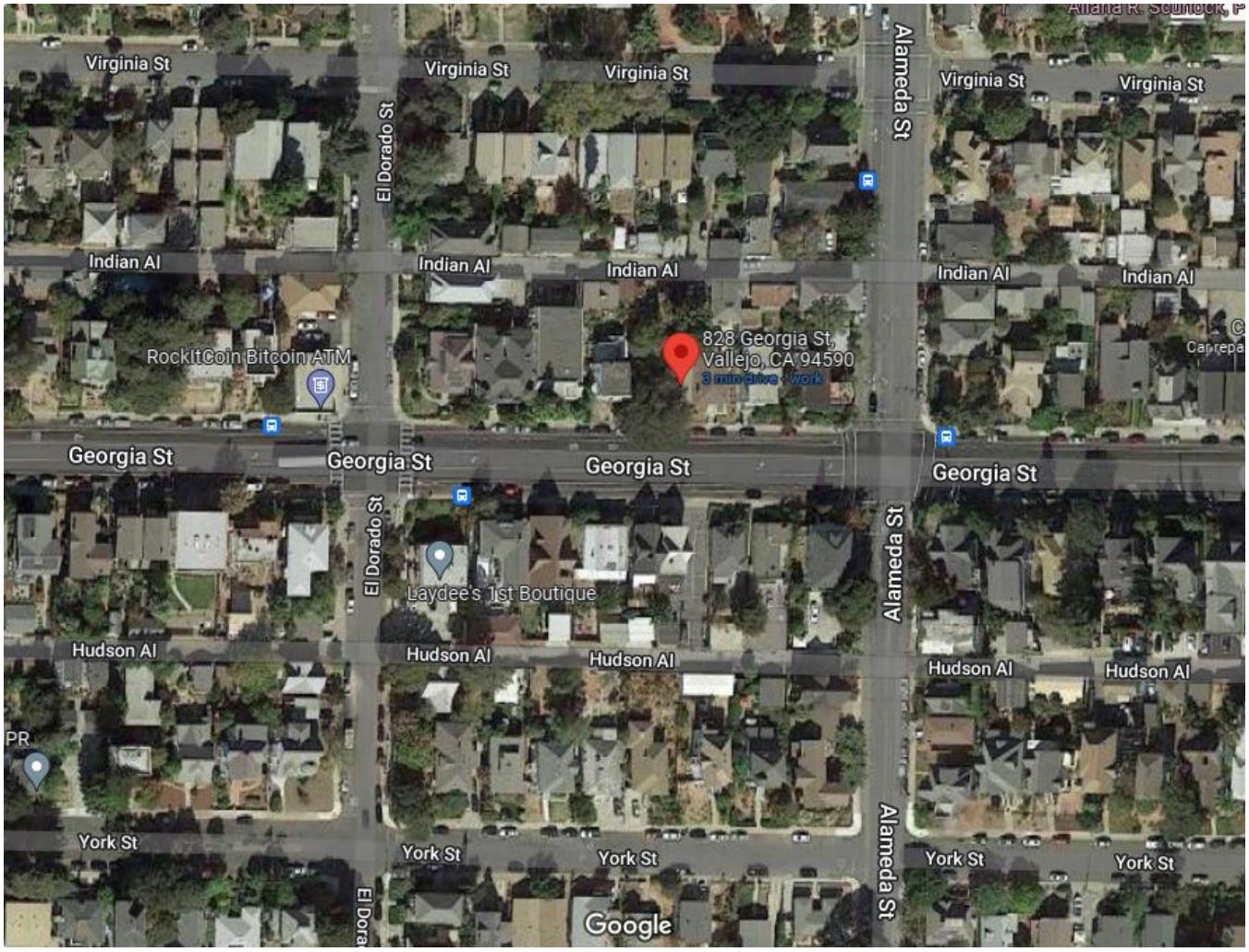
Mills Act contracts are subject to approval by the City Council, with a recommendation by the AHLC. Although some items in the attached scope of work may require staff or AHLC approval of a Certificate of Appropriateness (COA), that approval occurs in the future when a COA application is filed, and the 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 on Georgia Street and Indian Alley, between El Dorado Street and Alameda Street; see Figure 1 below for location map.

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 not known but it has been estimated to be 1899. The original owner of this structure was John Frey who served on the Board of Trustees in 1890 and was instrumental in developing the Vallejo Water System. 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 $130,000. The exterior of the home is in very good repair, no major façade changes or additions are proposed. However, the scope does contain some items that will require staff-level review and (administrative) COAs.

The applicants are planning repair and replace roof gutters, rear fencing, and gate within the first five years. The property owners will also rebuild and replace historically correct windows during the first five years. During years 3-5, they will repair and upgrade the electrical and plumbing. The property owners are planning to reinforce and repair the foundation, and in the exterior improve the landscaping and property drainage by the end of the ten years.

ANALYSIS

City Council Mills Act Criteria

Council Resolution No. 91-442 sets forth the following criteria. Staff's analysis of each criterion 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. Paula Boghosian completed the DPR form in 1979. According to the DPR form, the building is historically significant as a superbly structural example of the Colonial Revival, located in a block with many stylistically sympathetic buildings, which all add to the architectural interest of this streetscape.

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. Please see Attachment 6 for a copy of the property tax bill.

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 project should be highly visible so that it will serve as a catalyst to encourage others to preserve and restore their properties. The subject building is a two-story Colonial Revival building, showcasing architectural features such as progressively cantilevered forms, playful tension between the rigidly formal, symmetrical upper floor and the casual, asymmetrical ground floor. The oval windows on the front façade are typical examples of this style with their motif and keystone-like forms.

Staff Analysis: The subject building is in a highly visible location on Georgia Street. The site's visibility is enhanced by its location on a major street. The home's exterior is already in good condition and no major exterior changes are proposed. Foundation repair will help to preserve the structural integrity while exterior work such as landscape improvements, historically accurate windows and gutter repair 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.

   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 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 $245.00. 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. The Mills Act contract requires payment of the contract maintenance fee.

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

   Staff Analysis: Only two other Mills Act contracts have been recommended for

approval by the Commission during the current calendar year. These are on the agenda for this current meeting.

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 #22-0004, 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. 22-03
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
6. Copy of Property Tax bill

ARCHITECTURAL HERITAGE AND LANDMARKS COMMISION

RESOLUTION NO. 22-03 AHLC

RECOMMENDING APPROVAL OF A MILLS ACT CONTRACT FOR THE PROPERTY LOCATED AT 828 GEORGIA STREET (MA #22-0004)

APN 0056-205-150

* *

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 June 30, 2022, an application was filed by Christine Brown seeking to enter into a Historic Property Preservation Agreement ("Mills Act Contract") with the City for their property located at 828 Georgia Street; and

WHEREAS, on October 20, 2022, 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 a two-story Colonial Revival building, showcasing architectural features such as progressively cantilevered forms, playful tension between the rigidly formal, symmetrical upper floor and the casual, asymmetrical ground floor. The oval windows on the front façade are typical examples of this style with their motif and keystone-like forms.

4. The subject building is in a highly visible location on Georgia Street. The site's visibility is enhanced by its location on a major street. The home's exterior is already in good condition and no major exterior changes are proposed. Foundation repair will help to preserve the structural integrity while exterior work such as landscape improvements, historically accurate windows and gutter repair 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. Two other Mills Act contracts are under review for approval 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 #22-0004 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 20th day of October 2022, by the following vote to-wit:

AYES:
NOES:
ABSENT:

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

Attest:

_____
Peter Bregenzer, Vice-Chairperson
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 _____, 2022, by and between the CITY OF VALLEJO, a municipal corporation, (hereinafter referred to as the "City"), and Christine Brown and Jorden Carlsen, owner (hereafter referred to as the "Owner").

W I T N E S S E T H

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. Owner possesses fee title in and to that certain real property, together with associated structures and improvements thereon, generally located at the street address 828 Georgia 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 _____, 2022, the City Council of the City of Vallejo adopted its Resolution No. _____ N.C. thereby declaring its intention to enter in this Historic Property Preservation Agreement (hereinafter referred to as the "Agreement"); and

iv. City and Owner, 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:

DRAFT

1. Effective Date and Term of Agreement

This agreement shall be effective and commence on _____, 2022 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"), one year shall automatically be added to the initial term of this Agreement unless notice of nonrenewal is mailed as provided herein. If either Owner or City desires in any year not to renew the Agreement, Owner 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 Owner to City at least ninety (90) days prior to the annual renewal date, or served by the City to Owner 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 Owner of a notice of nonrenewal from City, Owner 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. Owner 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. Owner 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", Owner shall contact the Secretary to determine what, if any, City of Vallejo permits or approvals may be required.

c. Owner shall allow reasonable inspections, by prior appointment, of the interior and exterior of the Historic Property by representatives of the City or County Assessor prior to a new Agreement and every five years thereafter, to determine Owner's compliance with the terms and provisions of this Agreement.

4. Provision of Information of Compliance

Owner hereby agrees 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 Owner is in breach of any of the conditions of this Agreement or have allowed the Historic 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 Owner has failed to restore or rehabilitate the Historic Property in the manner specified in Subparagraph 3 (a) of this Agreement. In the event of cancellation, Owner 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 Owner, the City shall give written notice to Owner 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 Owner), 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 Owner growing out of the terms of this Agreement; apply to any court, state or federal, for injunctive relief against any violation by Owner; perform the work (or cause its performance) and assess the Historic 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 Owner 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.

DRAFT

7. Binding Effect of Agreement

The Owner hereby subjects the Historic Property described in Exhibit "A.1" hereto to the covenants, reservations, and restrictions as set forth in this Agreement. City and Owner 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 Owner's 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 Owner 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 Owner 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 Owner.

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: Christine Brown and Jorden Carlsen
828 Georgia Street
Vallejo, CA 94590

9. General Provisions

a. No later than one hundred eighty (180) days after the parties execute and enter into this Agreement, Owner 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. Owner agrees 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 Owner or those of her contractor, subcontractor, agent, employee, or other person acting on their behalf that relate to the use, operation, and maintenance of the Historic Property. Owner hereby agrees 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 Owner's 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, Owner or her 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 Owner, the Secretary, and the City Manager.

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

CITY OF VALLEJO

Michael Malone
City Manager

Dawn Abrahamson
City Clerk

(City Seal)

OWNER

Christine Brown

Jorden Carlsen

DRAFT

EXHIBIT A.1
Legal Description

APN: 0056-205-150

To be provided at City Council adoption.

DRAFT

EXHIBIT A.2

10 Year Scope of Work

828 Georgia Street

Note: Years and amounts are approximate.

Year 1-5 Repair/Rebuild/Replace roof gutters	**$ 5,000.00**
Year 1-5 Replace rear perimeter fencing and gate	**$20,000.00**
Year 1-5 Repair/Rebuild/Replace with historically correct windows	**$50,000.00**
Year 3-5 Repair and upgrade electrical	**$10,000.00**
Year 3-5 Repair and upgrade plumbing	**$ 5,000.00**
Year 1-10 Repair/Rebuild/Reinforce Foundation	**$20,000.00**
Year 1-10 Landscaping/Drainage upgrades	**$20,000.00**
TOTAL ESTIMATED COST:	**$130,000**

DRAFT

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

(State use only)
Ser _____ Site _____ Mo. ____ Yr. ____
UTM _____ Q _____ NR ____ SHL ____
Lat _____ Lon _____ Era _____ Sig _____
Adm ___ T2 ___ T3 ___ Cat ___ HABS ___ HAER ___ Fed ___
10-565960-4217120

108

IDENTIFICATION

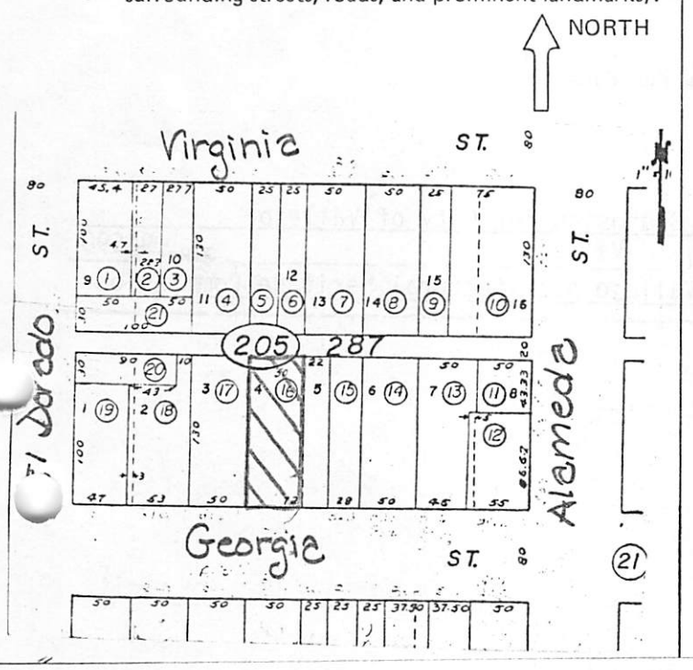
1. Common name: _____
2. Historic name, if known: _____
3. Street or rural address 828 Georgia Street 56-205-15
   City: Vallejo ZIP: 94590 County: Solano
4. Present owner, if known: ~~Ronald E. Waldron~~ STEVE & PAT MCCARTY Address: same
   City: Vallejo ZIP: 94590 Ownership is: Public ☐ Private ☒
5. Present Use: Residential Original Use: Residential
   Other past uses: same

DESCRIPTION

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

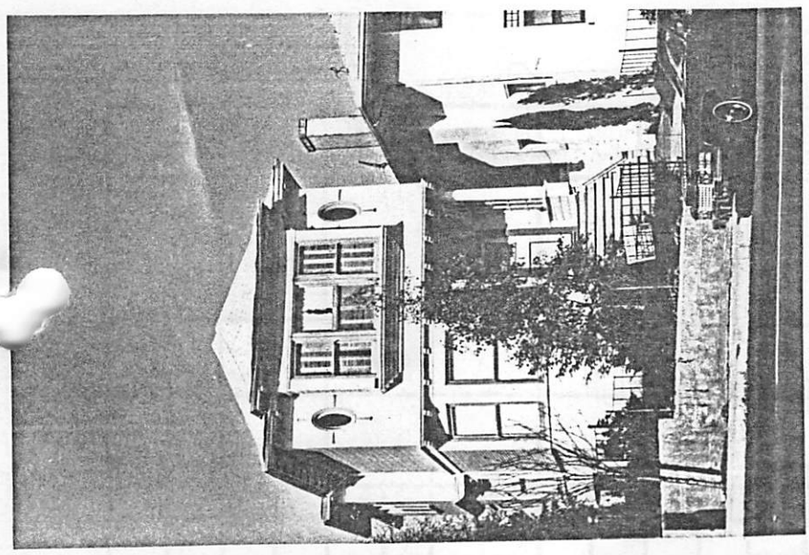
This two story Colonial Revival building is composed of a series of progressively cantilevered forms. There is a playful tension between the rigidly formal and symmetrical upper floor and the casual, assymetrical ground floor. There are two oval windows with a typical Colonial Revival motif and keystone-like forms.

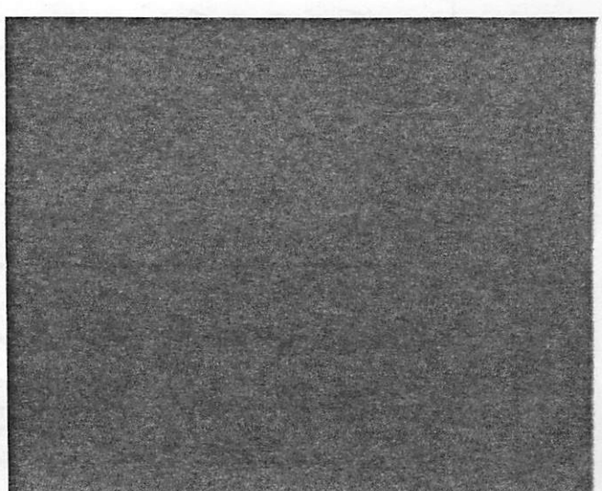
7. Locational sketch map (draw and label site and surrounding streets, roads, and prominent landmarks):



8. Approximate property size:
   Lot size (in feet) Frontage 28 ';
   Depth 130 ';
   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. Densely built-up ☐ d. Residential ☒
   e. Commercial ☐ f. Industrial ☐
   g. Other ☐ _____
12. Threats to site:
   a. None known ☒ b. Private development ☐
   c. Zoning ☐ d. Public Works project ☐
   alism ☐ f. Other ☐ _____

of enclosed photograph(s): 1978





NOTE: The following (Items 14-19) are for structures only.

14. Primary exterior building material: a. Stone ☐ b. Brick ☐ c. Stucco ☐ d. Adobe ☐ e. Wood ☒
f. Other ☐ _____

15. Is the structure: a. On its original site? ☒ b. Moved? ☐ c. Unknown? ☐

16. Year of initial construction 1899 This date is: a. Factual ☐ b. Estimated ☒

17. Architect (if known): unknown

18. Builder (if known): unknown

19. Related features: a. Barn ☐ b. Carriage house ☐ c. Outhouse ☐ d. Shed(s) ☐ e. Formal garden(s) ☐
f. Windmill ☐ g. Watertower/tankhouse ☐ h. Other ☐ _____ i. None ☒

SIGNIFICANCE

20. Briefly state historical and/or architectural importance (include dates, events, and persons associated with the site when known):

John . Frey was the owner of this structure when the water was connected in 1899, is probably date of construction. John Frey also owned 820 Georgia Street, was an important civic leader, served on the Board of Trustees (1890) and was instrumental in developing the Vallejo Water System.

This is a superbly sculptural example of the Colonial Revival, located in a block with many stylistically sympathetic buildings, which all add to the architectural interest of this streetscape.

The building is in the Vallejo Architectural Heritage District which is on the National Register of Historic Places.

There is a building at 507 Virginia Street which is identical except that the second floor bay contains two windows and a blank panel.

21. Main theme of the historic resource: (Check only one): a. Architecture ☒ b. Arts & Leisure ☐
c. Economic/Industrial ☐ d. Exploration/Settlement ☐ e. Government ☐ f. Military ☐
g. Religion ☐ h. Social/Education ☐

22. Sources: List books, documents, surveys, personal interviews, and their dates:

Vallejo City Water Records

23. Date form prepared: 3-27-79 By (name): Paula Boghosian for City of Vallejo
Address: 555 Santa Clara Street City Vallejo ZIP: 94590
Phone: (707) 553-4326 Organization: Vallejo Architectural Heritage Commission

(State Use Only)

EVALUATION FORM

Address: 828 Georgia

Evaluator:	KPS	JR					
Level of Significance:							
National Register			X			X	
State Inventory	X	X	X	X	X	X	
Local Importance							
Prime	X	X	X	X	X	X	X
Other					X		

CHARLES LOMELI TAX COLLECTOR
675 TEXAS STREET, SUITE 1900
FAIRFIELD, CA 94533-6337
PHONE 707-784-7485
E-MAIL: TTCCC@SOLANOCOUNTY.COM

SOLANO COUNTY 2021-2022
SECURED PROPERTY TAX STATEMENT

FOR THE FISCAL YEAR JULY 1, 2021 TO JUNE 30, 2022

ASSESSMENT NUMBER
0056-205-150-01 ORIGINAL

PROPERTY ADDRESS / DESCRIPTION
828 GEORGIA STREET
VALLEJO 0.08 ACRES

MAIL TO:
SCU0929C 15197 1 AV 0.426
7000015197 00.0057.0158 15197/1

CARLSEN JORDEN ASA
828 GEORGIA ST
VALLEJO CA 94590-6214

	ASSESSED VALUE
LAND	94,606
IMPROVEMENTS	425,727
PERSONAL PROPERTY	0
MINERALS	0
GROSS TOTAL ▶	**520,333**
HOMEOWNER'S EXEMPTION	
OTHER EXEMPTIONS	0
NET TOTAL ▶	520,333

*** A mortgage company has requested your tax bill. If this is not correct, please pay as indicated.**

TAX RATE AREA **007000**
CORTAC AGENCY ***C 5212**

TAXING ENTITY	TAX RATE	CHARGE AMOUNT
1 PCT TAX LIMITATION	1.000000	5,203.32
SC WATER AGENCY ST WATER PROJ	0.020000	104.06
VJO USD GOB 2018 SER 2019	0.007632	39.70
SCC 2012 GOB SERIES D	0.004524	23.52
VJO USD GOB 2018 SER 2021	0.044368	230.86
SCC 2019 GO REFUNDING BONDS	0.005886	30.62
VJO USD A 2002 GOB REFUNDING	0.023655	123.08
SCC GOB SERIES 2003A	0.009510	49.48
SCC 2015 GO REFUNDING BONDS	0.000672	3.48
SCC GOB 2012 SERIES A	0.000610	3.16
SCC 2014 GOB REF SERIES A	0.000631	3.28
SCC 2014 GOB REF SERIES B	0.005397	28.08
SCC 2012 GOB SERIES C	0.005896	30.68
VJO USD 2017 GOB REFUNDING	0.014717	76.56

TAXING ENTITY	PHONE NUMBER	CHARGE AMOUNT
GREATER VJO RECRE DIST PCL TAX	(800)676-7516	48.00
SF BAY REST AUTH-MEASURE AA	(800)676-7516	12.00
ANNUAL SEWER AND STORM FEE	(707)644-8976	787.20

ADD 10% PENALTY AFTER	1st Installment	ADD 10% PENALTY AND $20.00 COST AFTER	2nd Installment
DEC 10, 2021	**$3,398.54**	APR 10, 2022	**$3,398.54**

SOLANO COUNTY 2021-2022 SECURED TAX SECOND INSTALLMENT *C 5212 ORIGINAL

RETURN STUB WITH PAYMENT

CARLSEN JORDEN ASA
828 GEORGIA ST
VALLEJO CA 94590-6214

TOTAL BOTH INSTALLMENTS (SOME BOTH STUBS WHEN PAYING TOTAL)	TAX RATE AREA	ASSESSMENT NUMBER
$6,797.08	007000	0056-205-150-01

Scan Here

PAY ONLINE AT: SOLANOCOUNTY.COM

2

2ND INSTALLMENT DUE ▶ $3,398.54
FEB 1, 2022
DELINQUENT AFTER
APR 10, 2022

MAKE CHECKS PAYABLE AND MAIL TO:

CHARLES LOMELI, TAX COLLECTOR
SOLANO COUNTY TREASURY
PO BOX 51094
LOS ANGELES, CA 90051-5394

IF YOUR PAYMENT IS DELINQUENT, YOU WILL BE CHARGED AN ADDITIONAL 10% PENALTY PLUS $20.00 COST

2ND INST + PEN + COST = $3,758.39

00562051500 0000017 202122 202122 0000003398541 0000003758392 202204103 SC2

SOLANO COUNTY 2021-2022 SECURED TAX FIRST INSTALLMENT *C 5212 ORIGINAL

RETURN STUB WITH PAYMENT

CARLSEN JORDEN ASA
828 GEORGIA ST
VALLEJO CA 94590-6214

TOTAL BOTH INSTALLMENTS (SOME BOTH STUBS WHEN PAYING TOTAL)	TAX RATE AREA	ASSESSMENT NUMBER
$6,797.08	007000	0056-205-150-01

Scan Here

PAY ONLINE AT: SOLANOCOUNTY.COM

1

1ST INSTALLMENT DUE ▶ $3,398.54
NOV 1, 2021
DELINQUENT AFTER
DEC 10, 2021

MAKE CHECKS PAYABLE AND MAIL TO:

CHARLES LOMELI, TAX COLLECTOR
SOLANO COUNTY TREASURY
PO BOX 51094
LOS ANGELES, CA 90051-5394

IF YOUR PAYMENT IS DELINQUENT, YOU WILL BE CHARGED AN ADDITIONAL 10% PENALTY

1ST INST + PEN = $3,738.39

00562051500 0000017 202122 202122 0000003398541 0000003738399 202112101 SC1