



125 East Baker Street, Suite C-230
Costa Mesa, CA 92626
Toll Free 888.901.4207
Fax: 949.891.0970

April 10, 2014

Honorable Mayor James Righeimer
Honorable Mayor Pro Tem Stephen Mensinger
Honorable City Council Members
Planning Commissioners and City Planning Staff
CITY OF COSTA MESA
77 Fair Drive
Costa Mesa CA 92626

Re: Multi Family Rezone – 125 Baker Street

Dear Honorable Mayor, City Council and Planning Staff:

I write this letter of support as a member of the community who will be truly impacted by this proposed development. Many people claim to be impacted by development but as a current tenant in the existing office building on the site, my company will be forced to relocate.

However, as the former Mayor of Huntington Beach, CA, I recognize that communities must evolve and recognize the value locked in old infrastructure. I had the opportunity to work with Red Oak Investments as the city initiated a Specific Plan process along the Beach and Edinger corridors. Red Oak was the owner of an office and retail center of similar vintage and size to 125 Baker. They worked closely with Staff and community stakeholders to craft a plan that is being realized today.

I know the importance of reinvesting in the community and this type of infill development should be encouraged as housing near jobs, transportation and retail amenities is good planning policy. 125 Baker Street's plan makes sense for Costa Mesa's future and I support it.

Sincerely,

A handwritten signature in black ink, appearing to read 'Don Hansen', with a stylized flourish at the end.

Don Hansen
Chief Executive Officer

LATE APPLICATION RECEIVED 4/15/14
FOR FINANCE ADVISORY COMMITTEE

City of Costa Mesa
Application for Committee/Board Appointment

All information on this page only, is considered public information and will be released to the public, including being posted on the City's website.

Name: Howard L. Hull

Indicate the name of the Committee/Board you are interested in serving on:
Pension Oversight



City of Costa Mesa
77 Fair Drive, Costa Mesa, CA 92626

1. Indicate why you wish to serve on this Committee/Board. Provide any experience or qualifications you may possess that you think would be beneficial to this Committee/Board. A resume (optional) may be attached. (Note: All information contained on the resume is public information, will be distributed to the public and posted on the City's website).

I have been a registered representative with FINRA for over 15 years in the institutional investment side of the industry. I believe that I can bring a view of the challenges that both sides are currently facing going forward. Within the industry, the benefits to maintain a high standard of employee for the city, as well as realistic compensation, back by actuarial numbers to sustain the funding going forward.

2. Contact Information:

Public Hearing Item #2
Attachment 11

Typo Error on Page 2 of the
Development Agreement

**DEVELOPMENT AGREEMENT BY AND BETWEEN
THE CITY OF COSTA MESA, A CALIFORNIA MUNICIPAL
CORPORATION AND RED OAK INVESTMENTS,
A CALIFORNIA LIMITED LIABILITY CORPORATION
FOR THE PROPERTY LOCATED AT 125 EAST BAKER
STREET**

WHEREAS, Red Oak Investments ("Developer") proposes a project located at 125 East Baker Street, Costa Mesa, CA consisting of a five-story, 240-unit apartment complex located on the southwest corner of Baker Street and Pullman Street ("Project"); and

WHEREAS, on or about March 24, 2014, the Planning Commission recommended the City Council certify the Final Environmental Impact Report; approve General Plan Amendment GP-13-02, give first reading to the ordinance approving Rezone R-13-02, give first reading to the ordinance approving Zoning Code Amendment CO-13-02, and approve, by adoption of resolution, Master Plan PA-13-11 (collectively, the Project Approvals); and

WHEREAS, City ordinances and regulations do not require the payment of park impact fees for the Project because park impact fees apply only to projects that require subdivision, however, the Developer agrees to make a public infrastructure improvement contribution to the City of Costa Mesa; and

WHEREAS, on or about April 14, 2014, the City Council is scheduled to approve DA-14-02 subject to final approval of the General Plan Amendment for the Project.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF COSTA MESA DOES HEREBY ORDAIN AS FOLLOWS:

1. **Recitals.** The City Council finds that the foregoing recitals are true and correct.
2. **Term.** This Agreement shall be for a term of five (5) years from the Effective Date (as defined below).
3. **Effective Date.** Effective Date means the date on which General Plan Amendment GP-13-02 is approved by the City Council.
4. **Traffic Impact Fees.** Developer acknowledges that traffic in the Project vicinity will be impacted due to construction and cars to and from the Project. As a result, Developer hereby agrees to pay the Traffic Impact fee estimated at one hundred sixty five thousand two hundred fifty three dollars (\$165,253.00) but subject to final calculation based upon the prevailing schedule approved by the City Council prior to the issuance of certificate of occupancy.
5. **Public Infrastructure Improvement Contribution.** Developer acknowledges that the Project will place increased burden on the City's infrastructure. As a result, Developer hereby agrees to provide two hundred, fifty thousand dollars (\$250,000.00) as a public infrastructure improvement contribution payable to the City prior to issuance of the first certificate of occupancy for the Project.

6. **Park Impact Fees.** The City and Developer hereby agree that if the Project is subdivided, the Developer shall pay the current park impact fee of thirteen thousand and eight hundred twenty nine dollars (\$13,829.00) per dwelling unit ("Park Impact Fees"). Moreover, the Public Infrastructure Improvement Contribution set forth in paragraph ~~4~~5 shall be credited against the Developer's Park Impact Fees.
7. **Vested Right to Develop the Project.** The City hereby grants to the Developer the vested right to develop the Project on the Property to the extent and in the manner provided in this Agreement subject to Developer obtaining all applicable land use approvals for the Project. Any change in the Applicable Rules adopted or becoming effective after the Effective Date (Subsequent Rules), other than the Project Approvals, shall not be applicable to or binding upon the Project or the Property. This Agreement will bind the City to the terms and obligations specified in this Agreement and will limit, to the degree specified in this Agreement and under state law, the future exercise of the City's ability to regulate development of the Project
8. **Applicable Rules.** Applicable Rules means the rules, regulations, ordinances and official policies of the City which were in force as of the Effective Date, including, but not limited to, the Project Approvals, the General Plan, City zoning ordinances and other entitlements, development conditions and standards, public works standards, subdivision regulations, grading requirements, and provisions related to density, growth management, environmental considerations, and design criteria applicable to the Project. Notwithstanding the foregoing, Applicable Rules does not include any changes to the City's prevailing schedule and/or fee schedule that is the subject of any rules, regulations, ordinances and official policies of the City.
9. **Development of the Property.** The Developer agrees that the Property shall only be developed in accordance with the Project Approvals and any conditions and mitigation measures imposed on the Project through final approval of the Project, and the provisions of this Development Agreement. Notwithstanding anything set forth in this Agreement to the contrary, unless Developer proceeds with development of the Property, Developer is not obligated by the terms of this Agreement to affirmatively act to develop all or any portion of the Project, pay any sums of money, dedicate any land, or to otherwise meet or perform any obligation with respect to the Project, except and only as a condition of development of any portion of the Project.
10. **Indemnity.** Developer shall defend, indemnify, and hold harmless City, and their respective officers, officials, members, employees, agents, representatives, and volunteers, from all claims, demands, damages, defense costs or liability of any kind or nature relating in any manner to the amount, adequacy or application of development fees for the Project.
11. **Notices.** All notices, requests, demands, and other communications required or permitted under this Agreement shall be in writing and shall be delivered by either (a) personal delivery, (b) reliable courier service that provides a receipt showing date and time of delivery, (c) registered or certified U.S. Mail, postage prepaid, return receipt requested, or (d) facsimile. Notices shall be addressed to the respective parties as set forth below or to such other address and to such

other persons as the parties may hereafter designate by written notice to the other party hereto:

To City: City of Costa Mesa
Attn: Gary Armstrong
77 Fair Drive
Costa Mesa, CA 92626

Copy to: Jones & Mayer
Attn: Thomas P. Duarte
3777 N. Harbor Blvd.
Fullerton, CA 92832

Developer: Red Oak Investments
Attn: Joseph Flanagan
2101 Business Center Dr. Ste. 230
Irvine, CA 92612

Copy to: Allen Matkins
Attn: William Devine, Esq.
1900 Main Street, 5th Floor
Irvine, CA 92614

Each notice shall be deemed delivered on the date delivered if by personal delivery or by overnight courier service, on the date of receipt as disclosed on the return receipt if by mail, or on the date of transmission with confirmed successful transmission and receipt if by telefax. By giving to the other parties written notice as provided above, the parties to this Agreement and their respective successors and assigns shall have the right from time to time, and at any time during the term of this Agreement, to change their respective addresses.

12. **Attorneys' Fees.** If either party commences an action against the other party arising out of or in connection with this Agreement, the prevailing party shall be entitled to recover from the losing party its expert witness fees (if any), its reasonable costs and expenses including, without limitation, litigation costs, and its reasonable attorneys' fees.
13. **Binding on Heirs.** This Agreement shall be binding upon the parties hereto and their respective heirs, representatives, transferees, successors, and assigns.
14. **Scope Agreement, Waivers, and Amendments.** This Agreement is limited to the payment of park and traffic impact fees. Nothing herein shall be construed as addressing the Developer's other obligations for the Project. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the party to be charged. Any amendment or modification to this Agreement must be in writing and executed by Agency and Developer.

15. **Interpretation; Governing Law.** This Agreement shall be construed according to its fair meaning and as if prepared by both parties hereto. This Agreement shall be construed in accordance with the laws of the State of California.
16. **Severability.** If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
17. **Execution in Counterpart.** This Agreement may be executed in several counterparts, and all so executed shall constitute one agreement binding on both parties hereto, notwithstanding that both parties are not signatories to the original or the same counterpart.
18. **Attachments.** Attachment No. 1 to this Agreement is incorporated herein by this reference and made a part hereof. Said Attachment(s) are identified as follows:

Attachment 1: Legal Description (*To Be Provided Under Separate Cover*)

IN WITNESS WHEREOF, City and Developer have entered into this Agreement as of this ____ day of _____, 2014.

“City”
 City of Costa Mesa, a California
 Municipal Corporation

By: _____
 Its: _____

Mayor of the City of Costa Mesa

ATTESTATION

 Brenda Green, City Clerk

APPROVED AS TO FORM

 Tom Duarte, City Attorney

“Developer”

Red Oak Investments, a California
 Corporation

By: _____
 Joseph Flanagan, Red Oak Investments

Re: mistakes associated with Fullerton Avenue ROW vacation
public hearing 1 on the April 15 City Council Meeting agenda

April 14, 2014

Dear Costa Mesa City Council Members,

In the pages that follow I provide, in roughly chronological order, examples of numerous mistakes associated with the proposed vacation of a portion of Fullerton Avenue. City documents related to the vacation contain so many errors that neither the public nor the City Council can rely on the documents to make rational, informed decisions about the vacation.

Two mistakes offend me most:

Firstly, the Notices of Abandonment are posted so as to be unreadable by someone using a wheelchair. Americans with Disabilities Act regulations state: § 35.160 General. (a) (1) **A public entity shall take appropriate steps to ensure that communications with applicants, participants, members of the public, and companions with disabilities are as effective as communications with others.**

Secondly, City staff mischaracterize the area of the proposed vacation as "excess", "unusable" and "not usable." In fact, the area of the proposed vacation is the safest portion of the right of way for pedestrians, wheelchair users, etc., because it is farthest from the roadway and clear of obstructions such as driveway aprons, utility boxes, power poles, fire hydrants, water meters and mailboxes, all of which are naturally near the roadway and currently impede pedestrian, bicycle and wheelchair travel along Fullerton Avenue.

The area of the proposed vacation is a portion of a larger public highway dedication extending along the southeasterly side of Fullerton Avenue from Magnolia to 19th Street. This area is ideally suited for a nonmotorized transportation facility. Streets and Highways Code section 892 (a) states "**Rights-of-way established for other purposes by cities, counties, or local agencies shall not be abandoned unless the governing body determines that the rights-of-way or parts thereof are not useful as a nonmotorized transportation facility.**" [see definition below]

On Fullerton Avenue I have repeatedly seen pedestrians forced by obstructions and inadequate pedestrian facilities to proceed in the roadway, often around park cars. The proposed vacation would only make it more difficult to address these safety issues.

If the hearing is not cancelled, please vote against the resolution of vacation. The public derives no benefit from the vacation--no savings in maintenance cost, no elimination of unsafe or hazardous conditions, nothing.

Sincerely,

Steve Pier
Newport Beach, California

Planning Commission Documents

The Planning Commission Agenda Report states, "This request is exempt from the provisions of the California Environmental Quality Act, under Class 12, Surplus Government Property Sales."

A right of way vacation is not a sale; therefore the request is not exempt under Class 12. Per case law, exemptions are to be narrowly construed. See Example Related Case Law, below.

The statement may give the Council and the public the mistaken impression that:

1. the vacation is exempt from CEQA under Class 12
2. it is legal to sell a portion of a public right of way
3. the right of way is the City's property to sell

None of these is true.

The inter-office memo requesting a determination of consistency with the general plan does not state any public purpose for the vacation. The memo states, "In conjunction with the vacation of right-of-way, Mr. Schaumburg is preparing to build an approved single family detached residence."

This is not a public purpose. Government Code Section 65402 states: "no street shall be vacated or abandoned...until the location, **purpose** and extent of ... such street vacation or abandonment have been submitted to and reported upon by the planning agency as to conformity with said adopted general plan or part thereof." [emphasis added]

Agenda Reports

Under ALTERNATIVES CONSIDERED, the Agenda Report dated March 6 states, "The City could retain the excess right-of-way and continue to be responsible for the maintenance and safety of the street."

Nothing in the area of the proposed vacation is maintained by the City.

The City should not avoid its responsibility for public safety. The area of the proposed vacation is the safest portion of the right of way for pedestrians, wheelchair users, etc., because it is farthest from the roadway and clear of obstructions such as driveway aprons, utility boxes, power poles, fire hydrants, water meters and mailboxes, all of which are naturally near the roadway and currently impede pedestrian, bicycle and wheelchair travel along Fullerton Avenue.

Travel by pedestrians, wheelchair users and bicyclists along Fullerton Avenue is currently hazardous. Cars are frequently parked (legally) along both sides of the street. There are no bicycle lanes. At various points persons traveling on sidewalks are forced by obstructions and inadequate pedestrian facilities to proceed in the roadway, often around park cars. The proposed vacation would only make it more difficult to address these safety issues.

Under ALTERNATIVES CONSIDERED, the Agenda Report dated April 3 added to the above, "The alternative to retain excess right-of-way will result in the City's continued involvement of unusable right-of-way. There are no future plans to widen Fullerton in this area."

The area of the vacation is neither "excess" nor "unusable." As described above, the area of the proposed vacation is the safest portion of the right of way for use as a nonmotorized transportation facility, e.g., a sidewalk. There are many examples of 18-foot wide pedestrian facilities in Costa Mesa, **including the sidewalk in front of City Hall.**

Many engineers agree that wide sidewalks and buffers make for safe and pleasant nonmotorized travel: "The furnishings zone buffers pedestrians from the street, and is the proper place for utility poles, signs, litter baskets, etc. (these are called street furniture). The furnishings zone is also the place to plant trees or shrubs, and for this reason it is sometimes called the planter strip. **Other things being equal, the wider the furnishings zone, the better, since a wide buffer makes walking safer and more pleasant.**" [Emphasis added, from Pedestrian and Bicycle Facilities in California (Caltrans technical reference)].

"The setback distance of the sidewalk from the roadway is another important safety and design factor. For example, sidewalks too close to high-speed traffic discourage pedestrian travel due to the high noise level, vehicle spray in wet weather, and the perception of hazard. Consequently, wider setbacks add to the convenience and perceived safety of pedestrian travel and should be used whenever possible." [From Design and Safety of Pedestrian Facilities, published by the Institute of Transportation Engineers (ITE).]

Under FISCAL REVIEW, the Agenda Reports dated March 6 and April 3 state, "Once the area is vacated it becomes taxable square footage, resulting in additional property taxes to the adjacent property owner to which the land will revert. This will result in additional revenue to the City."

This is incorrect and misleads the public into thinking the public will somehow benefit from the vacation. Vacating a right of way to the underlying property owner does not result in a tax reassessment, because the underlying property owner already owns the underlying property. There is no change in ownership and consequently no reassessment. Furthermore, the fiscal review does not address the payroll and other costs the City incurred to process the vacation nor the litigation and other costs the City will incur if someone is injured because the vacation prevented implementation of the safest possible pedestrian and/or bicycle facilities.

See case law references below.

Under CONCLUSION, the Agenda Report dated April 3 states, "Staff recommends that the City Council adopt the Resolution ordering the vacation of Fullerton Avenue excess right-of-way at 1854 Fullerton Avenue."

For a general vacation, The Public Streets, Highways, and Service Easements Vacation Law allows a legislative body to adopt a resolution of vacation only after it has heard the evidence offered by persons interested and has made various findings based on the evidence submitted at the hearing, yet staff made their recommendation unconditionally without regard to evidence to be offered at the hearing. This is likely to discourage public participation in the hearing.

The Agenda Reports dated March 6 and April 3 state, "The vacation of this portion of excess right-of-way...conforms to the California Streets and Highways Code, Chapter 4, Section 8334(a) which allows a local agency to summarily vacate an excess right-of-way of a street or highway not required for street or highway purposes."

This statement is vague and misleading. As far as I can tell, City staff are not proposing a summary vacation. If they were, the following would apply, not just section 8334(a):

SHC section 8310-8314

SHC section 892

SHC Section 8335

case law, see below

Resolution of Intention

The Council's resolution of intention states, "The City Council of the City of Costa Mesa does hereby declare its intention to vacate a portion of its interest in Fullerton Avenue...." This language also appears in posted and published notices.

This language mischaracterizes the vacation. It is not the City Council's interest that would be vacated. It is the public's interest. Per section 8309 of Streets and Highways Code, "Vacation" means the complete or partial abandonment or termination of the public right to use a street, highway, or public service easement.

The language is also likely to mislead members of the public into believing that the Council is free to ignore any evidence the public may offer at the hearing. This is because by adopting the resolution the Council declared its intention to vacate long before hearing the evidence offered by the public.

SECTION 1 of the resolution of intention states, "The purpose of this vacation is based on a review of the current and future needs of the City and to vacate the excess land to the underlying fee owner. The vacation will benefit the neighborhood with the new improvements."

The stated purpose is not a legal purpose for vacating a right of way. The purpose must be to promote the public welfare. The advantage coming to the public from vacating the right of way must arise from the vacation itself, and not from the future use to which the vacated property is put.

See case law references below.

SECTION 5 of the resolution of intention states, "This Resolution shall be published twice in a newspaper of general circulation...."

SHC section 8322 states, "...notice of the hearing on the proposed vacation shall be published for at least two successive weeks prior to the hearing in a daily, semiweekly, or weekly newspaper...."

City staff requested publication on April 2 and April 9 in the Daily Pilot. Proof of publication was not available when I visited City Hall on April 11. The hearing is scheduled for April 15.

Resolution Ordering the Vacation

The resolution ordering the vacation states, "notices of said proposed vacation were duly and regularly posted as required by law."

This statement is false. SHC Section 8323 states, "At least two weeks before the day set for the hearing, the legislative body shall post conspicuously notices of vacation along the line of the street, highway, or public service easement proposed to be vacated. The notices shall be posted not more than 300 feet apart, but at least three notices shall be posted."

No notices were posted along the line of the proposed vacation area, which is within a fenced front yard. The fence obstructs public access to the area of the proposed vacation. This is likely to confuse members of the public trying to locate the area of the proposed vacation, especially because the posted NOTICE OF ABANDONMENT itself states, "The City Manager [sic] of the City of Costa Mesa is hereby directed to cause notices of the said proposed vacation to be conspicuously posted *along said strip of land....*" [emphasis added]

Several notices were posted in the general neighborhood of the vacation. Notices were posted as far away as the intersection of Broadway and Orange.

The notice nearest the site of the proposed vacation is posted on a utility pole, facing the roadway. A pedestrian would need to stand in the roadway to read the notice.

No notice was posted so as to be safely readable by someone using a wheelchair. Most notices were posted too high to be read by many people including people using wheelchairs or electric scooters, etc. One notice, at the corner of Flower and Fullerton could be read by person in a wheelchair if the wheelchair was positioned in the roadway, where the person would risk being struck, for example, by a motorist turning right. There is no pedestrian facility (e.g., sidewalk) near this notice.

Americans with Disabilities Act regulations state:

§ 35.160 General. (a) (1) A public entity shall take appropriate steps to ensure that communications with applicants, participants, members of the public, and companions with disabilities are as effective as communications with others.

The resolution ordering the vacation states, "The purpose of this vacation is based on a review of the current and future needs of the City and to vacate the excess land to the underlying fee owner."

This statement does not reveal any public benefit arising from the vacation. It does not address the public's current and future needs, only the City's needs and the benefit to a private party.

The resolution ordering the vacation states, "The portion of the street being vacated is not useful as a non-motorized transportation facility, is unnecessary for present or future public use, and the vacation

serves the public interest and is a public benefit."

As discussed elsewhere in this letter, none of this statement is true.

The portion of right of way being vacated is the safest place for a pedestrian and/or bicycle facility. The public derives no benefit from the vacation itself--no savings in maintenance cost, no elimination of unsafe or hazardous conditions, nothing.

Posted Notices

The posted NOTICE[s] OF ABANDONMENT contain text that appears to be a City Council Resolution, approved as to form by Tom Duarte, City Attorney, and certified by the City Clerk as having been passed by a unanimous vote of the Council. In fact, important text from Sections 1 and 3 of the true resolution has been omitted in the NOTICE, and minor alterations were made to the text of Sections 2 and 4. Furthermore, the official record of the resolution shows that it was not approved to form by Tom Duarte, but by Yolanda Summerhill, and it passed with only four Council members present, not the five Council members listed on the notice.

City staff should not portray altered versions of Council resolutions as though they are the actual resolution.

City staff should not retain official approvals, certifications, etc., on altered or paraphrased documents. For example, the posted notices contain the phrases "APPROVED AS TO FORM: Tom Duarte, City Attorney" and "IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the City of Costa Mesa". Members of the public rely on such approvals and certifications to know that they are reading an official document. Most would never suspect that they are reading something else.

If the public cannot trust public notices, it faces the unnecessary burden of traveling to City Hall to inspect official records.

As described elsewhere in this letter, the language of the NOTICE OF ABANDONMENT mischaracterizes the vacation.

The posted and published notices do not meet the requirements of SHC section 8320.

As described elsewhere in this letter, notices were not properly posted as required by state law and federal regulation (ADA).

Various Documents

Various documents report that the area to be vacated is "adjacent" to Mr. Schaumburg's property, whereas it actually overlies it.

This is likely to confuse members of the public trying to locate the area of the proposed vacation.

Members of the public might also be lead to conclude that the City is selling or transferring City property, whereas the City is actually terminating the public right to use the area of the proposed vacation.

Example Related Case Law

from THE PEOPLE v. CITY OF SAN RAFAEL [emphases added]
95 Cal. App. 733; 273 P. 138; 1928 Cal. App. LEXIS 538 December 24, 1928:

"It is, of course, true that a city cannot 'barter' away its streets. And it has been held that the advantage coming to the public from vacating a street must arise from the vacation itself, and not from the future use to which the vacated property is put. (*Horton v. Williams*, 99 Mich. 423 [58 N.W.369].)"

from THE PEOPLE, v. CITY OF LOS ANGELES [emphases added]
62 Cal. App. 781; 218 P. 63; 1923 Cal. App. LEXIS 577 July 7, 1923:

"a street or alley cannot be vacated for a private use, that is, for the purpose of devoting it to the exclusive use and benefit of a private person or corporation, but it may only be vacated to promote the public welfare."

"there is no power, it is generally held, to vacate a street or alley on payment of a cash consideration by an abutter."

"the delegation of legislative power to subordinate political divisions of the state is solely for public purposes and must be exercised with reference to them."

McQueen v. Midpeninsula Regional Open Space District (1988) 202 Cal. App. 3d 1136:

The court stated that the terms 'sale' and 'acquisition' are not interchangeable and reaffirmed that **CEQA exemptions must comply with the "specific terms" of the exemption which are to be narrowly construed.**

Related Statutes

STREETS AND HIGHWAYS CODE

887. As used in this chapter, "nonmotorized transportation facility" means a facility designed primarily for the use of pedestrians, bicyclists, or equestrians. It may be designed primarily for one or more of those uses.

892. (a) **Rights-of-way established for other purposes by cities, counties, or local agencies shall not be abandoned unless the governing body determines that the rights-of-way or parts thereof are not useful as a nonmotorized transportation facility.**

8308. "Street" and "highway" include all or part of, or any right in, a state highway or other public highway, road, street, avenue, alley, lane, driveway, place, court, trail, or other public right-of-way or easement, or purported public street or highway, and rights connected therewith, including, but not limited to, restrictions of access or abutters' rights, sloping easements, or other incidents to a street or highway.

8309. "Vacation" means the complete or partial abandonment or termination of the public right to use a street, highway, or public service easement.

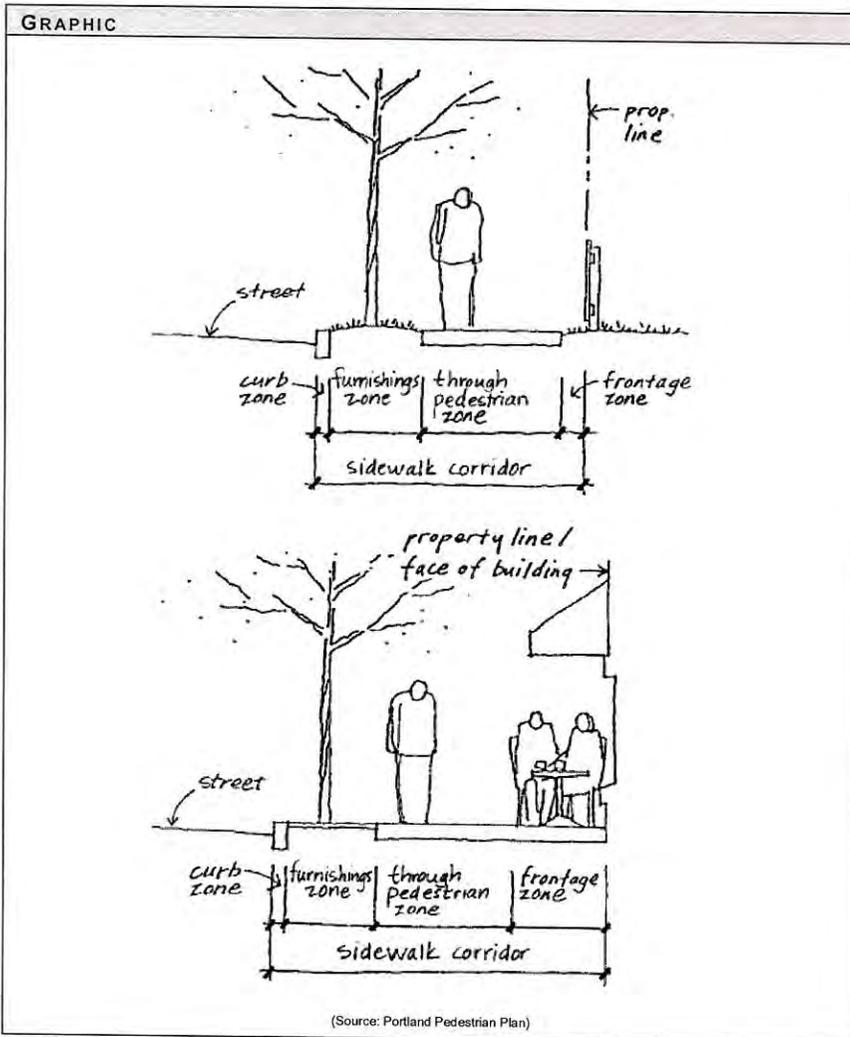
8314. Section 892 applies to a street, highway, or public service easement vacated pursuant to this part.

VEHICLE CODE

21949. (a) The Legislature hereby finds and declares that it is the policy of the State of California that safe and convenient pedestrian travel and access, whether by foot, wheelchair, walker, or stroller, be provided to the residents of the state.

(b) **In accordance with the policy declared under subdivision (a), it is the intent of the Legislature that all levels of government in the state, particularly the Department of Transportation, work to provide convenient and safe passage for pedestrians on and across all streets and highways, increase levels of walking and pedestrian travel, and reduce pedestrian fatalities and injuries.**

PEDESTRIANS: SIDEWALKS: ZONE SYSTEM



DESCRIPTION

Where paved sidewalks exist, a *sidewalk corridor* lies in a public right-of-way between the street and a property line adjacent to the street. The *curb zone* is designed for drainage, and to isolate pedestrians from the street; it is typically about 15 cm (6 in) wide, and 15 cm (6 in) high. The *furnishings zone* buffers pedestrians from the street, and is the proper place for utility poles, signs, litter baskets, etc. (these are called *street furniture*). The furnishings zone is also the place to plant trees or shrubs, and for this reason it is sometimes called the *planter strip*. Other things being equal, the wider the furnishings zone, the better, since a wide buffer makes walking safer and more pleasant.

The furnishings zone provides width for any slopes that must exist for access through the sidewalk corridor; for example, a *driveway apron*, the part of the driveway that slopes to the street level, or a *curb ramp* for disabled pedestrian access.

The space adjacent to the property line that is not part of the normal walking surface is called the *frontage zone*. Its width will vary, depending on its use. The lower diagram shows a sidewalk café in the frontage zone. If there is a barrier on the property line, such as a fence or the side of a building, the frontage zone should be at least wide enough so that a pedestrian on the edge of the sidewalk will not touch the barrier. This extra room is called *shy distance*.

The *through pedestrian zone* is the clear space to walk commonly referred to as a sidewalk. The *through pedestrian zone* should ideally be at least 1.8 m (6 ft) wide and free of both permanent and temporary obstructions. Walking surfaces in the through pedestrian zone should be firm and stable, resistant to slipping when wet, and allow for use by people using canes, wheelchairs, etc. Except where absolutely required by the topography, there should be no significant *slope* (in line with the direction of travel) or *cross-slope* (at right angles to the direction of travel) in the through pedestrian zone.

SOURCE

Portland Office of Transportation (1998) *Pedestrian Plan*. Portland, OR
 Architectural and Transportation Barriers Compliance Board. (1999) Chapter 3: Pedestrian Accessibility. *Accessible Public Rights-of-Way Design Guide*. Retrieved October 6, 2003, from http://www.access-board.gov/publications/PROW%20Guide/PROWGuide.htm#3_2_1