

AGENDA  
NEWMAN CITY COUNCIL/REDEVELOPMENT AGENCY  
REGULAR MEETING OF SEPTEMBER 9, 2008  
CITY COUNCIL CHAMBERS, 7:00 P.M., 1200 MAIN STREET

1. Call To Order.
2. Pledge Of Allegiance.
3. Invocation.
4. Roll Call.
5. Declaration Of Conflicts Of Interest.
6. Ceremonial Matters.
  - a. Badge Pinning Of Reserve Officer Noel Borden And Reserve Officer Edgar Gonzalez.
7. Items from the Public - Non-Agenda Items.
8. Consent Calendar
  - a. Waive All Readings Of Ordinances And Resolutions Except By Title.
  - b. Approval Of Warrants.
  - c. Approval Of Minutes Of The August 26, 2008 Regular Meeting.
  - d. Adopt Resolution No. 2008- , A Resolution Approving The City Of Newman's Conflict Of Interest Code As Written And Without Amendments.
9. Public Hearings
  - a. Hold Public Hearing and Consider Approval of the Consolidated Annual Performance and Evaluation Report (CAPER) Relating To Its FY 2006-2007 Past Activity.
  - b. Introduction Of Ordinance No. 2008- , An Ordinance Approving The Mattos Ranch Subdivision Development Agreement.

- c. Adopt Resolution No. 2008- , A Resolution Approving The Area Of Benefit Agreement Between The City Of Newman And SCM Hearthstone, LLC And Authorizing The City Manager To Execute Said Agreement.

**10. Regular Business**

- a. Approve And/Or Modify Phase II Of The Blueprint Process Outcomes.

**11. Items From The City Manager And Staff.**

**12. Items From City Council Members.**

**13. Adjournment.**

## Calendar of Events

September 8 - NCLUSD Board Meeting - 7:15 P.M.  
September 9 - City Council - 7:00 P.M..  
September 10 - Baseball Board Meeting - 7:00 P.M.  
September 11 - Recreation Commission - 7:00 P.M.  
September 15 - Two On Two Meeting With The School Board - 4:30 p.m.  
September 17 - Orestimba Flood Control Meeting - 1:00 P.M.  
September 18 - Planning Commission - 7:00 P.M.  
September 23 - City Council - 7:00 P.M.  
September 24-27 - League of California Cities Annual Conference - Sacramento

October 3 - NCLUSD Homecoming  
October 8 - Baseball Board Meeting - 7:00 P.M.  
October 9 - Recreation Commission - 7:00 P.M.  
October 13 - Columbus Day  
October 13 - NCLUSD Board Meeting - 7:15 P.M.  
October 14 - City Council - 7:00 P.M..  
October 16 - Planning Commission - 7:00 P.M.  
October 23 - West Side Healthcare Taskforce - 7:00 p.m. - Patterson  
October 28 - City Council - 7:00 P.M.

Date.: Aug 29, 2008  
Time.: 12:53 pm  
Run by: EMILY M. FARIA

CITY OF NEWMAN  
CASH DISBURSEMENTS REPORT

Page.: 1  
List.: NEW1  
Group: PYCPDP

Ck #	Check Date	CK Amount	Vendor Name	Description
034587	08/21/08	50.00	NEWMAN FALL FESTIVAL	FALL FESTIVAL PARADE ENTRY FEE/COUNCIL
034592	08/27/08	400.00	FIRST BAPTIST CHURCH	BACKPACK & SCHOOL SUPPLIES DONATION/FIRST BAPTIST
Sub-Total:		450.00		
Grn-Total:		450.00		
Count:		2		

June 2008

Date.: Aug 28, 2008  
Time.: 3:48 pm  
Run by: EMILY M. FARIA

CITY OF NEWMAN  
CASH DISBURSEMENTS REPORT

Page.: 1  
List.: NEW1  
Group: PYCPDP

Ck #	Check Date	CK Amount	Vendor Name	Description
034593	08/29/08	400.00	CORBIN WILLITS SYS, INC.	CUSTOM PROGRAM/BUSINESS LICENSE MODULE
034594	08/29/08	300.00	CITY OF NEWMAN ACCTS RECEIVABL	HYDRANT PERMIT REFUND/MID-CAL PIPELINE
034595	08/29/08	24072.97	PERMA-GREEN HYDROSEEDING	PIONEER PK RESTRM RENTENTION/EXTRA WORK/COMPLETION
Sub-Total:		24772.97		
Grn-Total:		24772.97		
Count:		3		

Date.: Sep 4, 2008  
Time.: 10:01 am  
Run by: EMILY M. FARIA

CITY OF NEWMAN  
CASH DISBURSEMENTS REPORT

Page.: 1  
List.: NEW1  
Group: PYCPDP

Ck #	Check Date	CK Amount	Vendor Name	Description
034596	09/02/08	60.00	STAN CNTY ASSOC LAW ENFOR	REGISTRATION FOR LEX RETREAT
034597	09/05/08	55.43	AT&T/MCI	TELEPHONE SERVICE/SENIOR SERVICE/JULY 2008
034597	09/05/08	593.07	AT&T/MCI	TELEPHONE SERVICE 7/01/08 TO 7/31/08
034598	09/05/08	449.94	AVID TRAFFIC SUPPLIES	27 GALLONS WHITE OIL/STREETS
034599	09/05/08	2096.44	BASIC CHEMICAL SOL./INC.	840 GALLONS SODIUM HYPOCHLORITE/WELLS
034600	09/05/08	49052.74	BERTOLOTTI DISPOSAL	GARBAGE SERVICE FOR AUGUST 2008
034601	09/05/08	349.25	BERTOLOTTI DISPOSAL	LANDFILL FEES/AUGUST 2008
034602	09/05/08	107.00	BILL'S SAFE & LOCK SECURITY CE	REMOVE AND INSTALL TRILOGY LOCK/SHERMAN PARK
034603	09/05/08	2492.10	BOYLE ENGINEERING CORPORATION	GENERAL PLANNING FEES/PLAZA 10-INCH WATERLINE
034604	09/05/08	1750.00	BUSH, ACKLEY, MILICH, HALLIN	RETAINER FOR LEGAL FEES/AUGUST 2008/HALLINAN
034605	09/05/08	675.00	CALIFORNIA POLICE	REGISTRATION "ROLE OF POLICE CHIEF"/MCGILL
034606	09/05/08	100.00	JEFF CARTER	PARKING LOT RENT/SEPT 2008
034607	09/05/08	8500.00	CBA (CALIFORNIA BENEFITS)	PRE-PAID DENTAL-VISION DEPOSIT
034608	09/05/08	247.00	CBA (ADMIN FEES)	DENTAL-VISION ADMIN FEES/SEPT 2008
034609	09/05/08	514.82	CENTRAL SANITARY SUPPLY	LIQUID SWABBY/ROLL TOWELS/CANLINERS/FACIAL TISSUE
034610	09/05/08	3000.00	CEN*CAL AUTO BODY WORKS	REFINISH FIVE POLICE CARS
034611	09/05/08	98.91	CHEVRON	GASOLINE PURCHASES/JULY 2008
034612	09/05/08	8266.00	CLENDENIN BIRD & CO LLP	FIRST PROGRESS BILL/AUDIT OF 6/30/08
034613	09/05/08	50.00	CARL J. COELHO (CHUCK)	Veh Operation FIRE/SEPT 2008
034614	09/05/08	44.83	ELAINE COLLISON (NT)	REIMBURSE FOR COFFEE & WATER/E. COLLISON
034615	09/05/08	32.19	JEREMY COOKSEY (NT)	REIMBURSE BIKE HOIST/J. COOKSEY
034616	09/05/08	778.38	CORBIN WILLITS SYS, INC.	SERVICE & ENHANCEMENT FEES/SEPT 2008
034617	09/05/08	335.83	DESIGN, COMMUNITY, ENVIRONM	PROFESSIONAL SERVICES GENERAL PLAN/JUNE 2008
034618	09/05/08	8663.50	ECO:LOGIC, INC	STORAGE BASIN PAY #15/WWT DISPOSAL MASTER PLN #20

Date.: Sep 4, 2008  
Time.: 10:01 am  
Run by: EMILY M. FARIA

CITY OF NEWMAN  
CASH DISBURSEMENTS REPORT

Page.: 2  
List.: NEW1  
Group: PYCPDP

Ck #	Check Date	CK Amount	Vendor Name	Description
034620	09/05/08	300.00	JOHN FANTAZIA (NT)	LCC ANNUAL CONFERENCE/PER DIEM/FANTAZIA
034621	09/05/08	56.49	EMILY FARIA (NT)	AFLAC REIMBURSEMENT/URM/FARIA
034622	09/05/08	34.95	FIREtoWIRE, INC	WEB HOSTING 9/17/08 TO 10/17/08/ALL DEPTS
034623	09/05/08	25.00	FLEX ONE/AFLAC	UNREIMBURSE MEDICAL EXPENSE ADMIN FEE/AUG 2008
034624	09/05/08	632.00	FUTURE STARS 2000'S, INC	TENNIS LESSON SESSION #2/8/1/08 TO 8/22/08
034625	09/05/08	1750.00	DON HUTCHINS	CONTRACT SERVICES/INTERIM LT/HUTCHINS/9/1/08-9/15
034626	09/05/08	718.19	IKON OFFICE SOLUTIONS	COPIER LEASE/8/10/08-9/09/08/COPIES 5/9/08-8/5/08
034627	09/05/08	173.40	JOBS AVAILABLE, INC.	LINE AD/DIRECTOR OF PUBLIC WORKS
034628	09/05/08	581.00	KAISER PERMANENTE	HEALTH INSURANCE PREMIUM/OCT 2008
034629	09/05/08	300.00	TED KELLY	LCC ANNUAL CONFERENCE/PER DIEM/KELLY
034630	09/05/08	956.69	LC ACTION POLICE SUPPLY	2 GLOCK 22 PISTOL/PD
034631	09/05/08	36.84	KATHY LePRE	REIMBURSE BOTTLED WATER/PD/LEPRE
034632	09/05/08	64.86	MALLARD EXPRESS AUTO	OIL & FILTER CHANGE/AIR CLEANER/PD
034633	09/05/08	191.35	FRANK B. MARKS & SON, INC	CONCRETE SAND DELIVERED
034634	09/05/08	250.00	ADAM MCGILL	PER DIEM/ROLE OF POLICE CHIEF COURSE/MCGILL
034635	09/05/08	445.99	MEASUREMENT CONTROL SYSTEMS	PO #09-12
034636	09/05/08	477.81	MIDWAY USA	AMMUNITION/SLINGS/PD
034637	09/05/08	11082.00	MODESTO POLICE DEPARTMENT	STAN COUNTY DRUG ENFORCEMENT CONTRIBUTION
034638	09/05/08	5560.49	NATIONWIDE FINANCIAL CONTRACT	VFLSAS FISCAL YEAR 2007-2008 AWARDS
034639	09/05/08	248.80	NOB HILL	SUPPLIES FOR MIXER/COFFEE FOR WATER DEPT
034640	09/05/08	21.43	STEPHANIE OCASIO (NT)	MILEAGE REIMBURSEMENT/HOME CONSORTIA MTG/OCASIO
034641	09/05/08	50046.79	P G & E	GAS AND ELECTRIC 7/4/08 TO 8/15/08
034642	09/05/08	1072.41	PRECISION INSPECTION, INC	CODE ENFORCEMENT OFFICER SERVICES/HARDIN RD
034643	09/05/08	563.68	RADISSON HOTEL NEWPORT BEACH	LODGING/"ROLE OF THE POLICE CHIEF COURSE"/MCGILL
034644	09/05/08	370.00	RANDHAWA MEDICAL GRP, IN	PRE-EMPLOYMENT PHYSICAL/BORDEN/PD

Date.: Sep 4, 2008  
 Time.: 10:01 am  
 Run by: EMILY M. FARIA

CITY OF NEWMAN  
 CASH DISBURSEMENTS REPORT

Page.: 3  
 List.: NEW1  
 Group: PYCPDP

Ck #	Check Date	CK Amount	Vendor Name	Description
034645	09/05/08	75.00	LYDIA RENTERIA	REFUND MEMORIAL BLDG DEPOSIT/APOSTOLIC CH/RENERIA
034646	09/05/08	196.21	RICHARD & CHAMBERS	HANGING BINDERS/RECEIPT BOOKS/CASH REGISTER TAPE
034647	09/05/08	375.00	JOCELYN ROLAND, Ph.D.	PRE-EMPLOYMENT PSYCHOLOGICAL SCREEN/E. GONZALEZ
034648	09/05/08	1122.00	SELF HELP ENTERPRISES	NEWMAN ADMIN LOAN SERVICING/JULY 2008
034649	09/05/08	111.00	STATE OF CALIFORNIA	LIVESCAN PRINTS/PD AND REC DEPTS
034650	09/05/08	773.74	STAPLES CREDIT PLAN	SHREDDER/INK/SANDISK/FILES/TYPEWRITER/BINDERS/PAPE
034651	09/05/08	455.73	TRAVIS BORRELLI	PORTABLE RESTROOM RENTAL/AUG 2008
034652	09/05/08	130.00	T&R ENTERPRISES	REPAIRED 2 ALUMINUM GOAL POSTS
034653	09/05/08	168.37	USA BLUEBOOK	SUPPLIES FOR WASTEWATER TREATMENT PLANT
034654	09/05/08	2625.00	U.S. BANK	1999 REFUNDING CERTS OF PARTICIPATE/ADMIN 08-09
034655	09/05/08	18.22	VALLEY PARTS SERVICE	FUSE/DOOR HANDLE
034656	09/05/08	50.00	GEORGE VARGAS	VEH OPERATION FIRE/SEPT 2008
034657	09/05/08	25.00	MATTOS NEWSPAPERS, INC.	NEWSPAPER SUBSCRIPTION RENEWAL/CITY HALL
034658	09/05/08	354.01	WESTERN FARM SERVICE, INC	10 GALLONS AMINE-WEEDAR/2.5 GALS RODEO/WWTP
034659	09/05/08	1846.77	WILD SIGNS, INC.	LETTERING FOR PATROL CARS/DUI TRAILER/PD
034660	09/05/08	57.81	AZEVEDO, ROLLIE	MQ CUSTOMER REFUND FOR AZE0007
034661	09/05/08	42.80	COLDWELL BANKER,	MQ CUSTOMER REFUND FOR COL0063
034662	09/05/08	2.02	FOSTER, LEONARD FELIX	MQ CUSTOMER REFUND FOR FOS0003
034663	09/05/08	98.82	LEWIS, AARON	MQ CUSTOMER REFUND FOR LEW0012
034664	09/05/08	35.18	ST. GEORGE RESTAURANT,	MQ CUSTOMER REFUND FOR STG0001

Sub-Total: 173809.28

Grn-Total: 173809.28

Count: 70

MINUTES  
NEWMAN CITY COUNCIL/REDEVELOPMENT AGENCY  
REGULAR MEETING OF AUGUST 26, 2008  
CITY COUNCIL CHAMBERS, 7:00 P.M., 1200 MAIN STREET

1. Call To Order – Mayor Fantazia 7:04 P.M.
  2. Pledge Of Allegiance.
  3. Invocation – Mayor Fantazia
  4. Roll Call **PRESENT:** Katen, Kelly, Crinklaw, Martina and Mayor Fantazia  
**ABSENT:** None
  5. Declaration Of Conflicts Of Interest – None
  6. Ceremonial Matters - None
  7. Items from the Public - Non-Agenda Items – None
  8. Consent Calendar
    - a. Waive All Readings Of Ordinances And Resolutions Except By Title.
    - b. Approval Of Warrants.
    - c. Approval Of Minutes Of The August 12, 2008 Special Meeting And The August 12, 2008 Regular Meeting.
    - d. Adopt Resolution No. 2008-51, Approving Pioneer Park Restroom Project And Authorizing John Fantazia As Mayor And Michael E. Holland As City Clerk To Record A Notice Of Completion.
- ACTION:** On Motion By Katen Seconded By Crinklaw And Unanimously Carried, The Consent Calendar Was Approved.
9. Public Hearings - None
  10. Regular Business
    - a. Adopt Resolution No. 2008-52, A Resolution Approving Plaza Project Funding Allocation.
- ACTION:** On Motion By Martina Seconded By Kelly And Unanimously Carried, Resolution No. 2008-52, A Resolution Approving Plaza Project Funding Allocation Was Adopted.
- b. Consider Approval Of The Consolidated Annual Performance And Evaluation Report (CAPER) Relating To Its FY 2007-2008 Past Activity And Open Public Comment Period.

**ACTION:** On Motion By Kelly Seconded By Katen And Unanimously Carried, The Council Authorized The Release Of The 2007-2008 Draft Consolidated Annual Performance Evaluation Report (CAPER) For The Community Development Block Grant (CDBG) Program And Opened The Public Comment Period Which Will End On September 9, 2008, And Set A Public Hearing On September 9, 2008 At 7:00 P.M. To Consider Adoption Of The CDBG Fiscal Year 2007-2008 CAPER.

- c. Adopt Resolution No. 2008-53, A Resolution Approving Housing Element Proposal And Authorizing The City Manager To Execute A Contract For Services.

**ACTION:** On Motion By Katen Seconded By Crinklaw And Unanimously Carried, Resolution No. 2008-53, A Resolution Approving Housing Element Proposal And Authorizing The City Manager To Execute A Contract For Services Was Adopted.

- d. Adopt Resolution No. 2008-54, A Resolution Adopting The Re-Defined, Combined City/County Disaster Council And The Decision Making Process, And Appointing One Elected Official From The Newman City Council To Serve On The Revised, Newly Combined County/City Disaster Council And Appointing The Emergency Manager For The City (City Manager Or His Designee) To Serve On The Operational Area Council.

**ACTION:** On Motion By Crinklaw Seconded By Kelly And Unanimously Carried, Resolution No. 2008-54, A Resolution Adopting The Re-Defined, Combined City/County Disaster Council And The Decision Making Process, And Appointing One Elected Official From The Newman City Council To Serve On The Revised, Newly Combined County/City Disaster Council And Appointing The Emergency Manager For The City (City Manager Or His Designee) To Serve On The Operational Area Council Was Adopted. Council Member Katen Was Selected As The Council Representative.

- e. Adopt Resolution No. 2008-55, A Resolution Approving Task D For The Downtown Plaza Project And Authorizing The City Manager To Execute A Contract For Services.

**ACTION:** On Motion By Martina Seconded By Kelly And Unanimously Carried, Resolution No. 2008-55, A Resolution Approving Task D For The Downtown Plaza Project And Authorizing The City Manager To Execute A Contract For Services Was Adopted.

## **11. Items From The City Manager And Staff.**

Supervisor DeMartini Reported That The South Corridor Group Had Recently Met To Discuss The South Corridor Project Related To The Transportation Tax (Measure "S") And That The Board Of Supervisors Recently Approved The Design Of The New Animal Shelter With A Cost Of Up To Ten Million Dollars. DeMartini Mentioned That The City Of Newman's Portion Is Approximately 2% Of The Total Cost Of The Shelter.

City Manager Holland Informed The Council That The South County Corridor Joint Powers Agreement Will Be Forming And That It Is Important For Us To Participate Whether Or Not Measure "S" Passes In November. Holland Thanked Assistant Planner Ocasio For Preparing The Request For Bid Proposals For The Capital Facilities\Impact Fees Update. He Mentioned That The Two On Two Meetings With The School Board Would Resume In September. Holland Reported That Since 1992 The State Of California Has Taken \$1.7 Million From The City Of Newman.

Chief McGill Informed The Council That The Police Department Is Gearing Up For The Fall Festival. He Also Commented That The Citywide Neighborhood Watch Meeting Was Very Well Attended.

Public Works Director Garza Reported To The Council That He Had Met With Dr. Canga On Thursday August 7<sup>th</sup> To Talk About The Handicap Parking Spaces; Garza Explained That Dr. Canga Stated The Parking Places Should Be On The Street.

Recreation Supervisor Heiberger Reviewed The Programs That The Recreation Department Provided Over The Summer And Presented Pictures Of Those Programs.

## **12. Items From City Council Members.**

Council Member Katen Thanked Chief McGill For The Neighborhood Watch Program.

Mayor Fantazia Reminded Everyone Of The Upcoming Fall Festival

## **13. Adjourn To Closed Session 8:10 P.M.**

- a. Conference With Labor Negotiator - Operating Engineers Local No. 3 Miscellaneous Employees- G.C. 54957.6
- b. Return To Regular Session- 8:20 P.M.

No Reportable Action Was Taken.

## **14. Adjournment.**

**ACTION:** On Motion By Crinklaw Seconded By Katen And Unanimously Carried, The Meeting Was Adjourned At 8:28 P.M.

Honorable Mayor and Members  
of the Newman City Council

Agenda Item: **8.d.**  
City Council Meeting  
of September 9, 2008

**RESOLUTION APPROVING THE CITY OF NEWMAN'S CONFLICT OF  
INTEREST CODE AS WRITTEN AND WITHOUT AMENDMENTS**

**RECOMMENDATION:**

Adopt Resolution #2008-XX, approving the City of Newman's Conflict of Interest Code as written and without amendments.

**BACKGROUND:**

The State Political Reform Act requires every local government agency to review its Conflict of Interest Code biennially to determine if it is accurate or alternatively if the code needs amending. The City originally adopted the current Model Conflict of Interest Code on September 26, 2000.

**ANALYSIS:**

Staff along with the City Attorney has reviewed the existing Model Conflict of Interest Code and determined the code accurately designates all positions that make or participate in the making of governmental decisions; the disclosure categories assigned to those positions accurately require the disclosure of all investments, business positions, interests in real property, and sources of income that may foreseeably be affected materially by the decisions made by those holding the designated positions; and the code includes all other provisions required by Government Code Section 87302. Staff has concluded that no amendments are necessary at this time.

**FISCAL IMPACT:**

None

**CONCLUSION:**

In order to comply with The State Political Reform Act, the City must review its Conflict of Interest Code biennially to determine if it is accurate or alternatively if the code needs amending. Staff has concluded that no amendments are necessary at this time and recommends the Council adopt Resolution #2008-XX, approving the City of Newman's Conflict of Interest Code as written and without amendments.

Respectfully submitted,

  
\_\_\_\_\_  
Michael Holland  
City Manager

**RESOLUTION NO. 2008-**

**A RESOLUTION APPROVING THE APPROVING THE CITY OF NEWMAN'S CONFLICT OF INTEREST CODE AS WRITTEN AND WITHOUT AMENDMENTS**

WHEREAS, the State Political Reform Act requires that the City's Conflict of Interest Code be reviewed biennially to determine if it is accurate or alternatively if the code needs amending; and

WHEREAS, the City Council is desirous of complying with the State Political Reform Act; and

WHEREAS, the Council is desirous of biennially reviewing the City's Conflict of Interest Code; and

WHEREAS, there has been duly submitted to the City Council of the City of Newman, the Existing Conflict of Interest Code; and

WHEREAS, the City Council has reviewed said Conflict of Interest Code; and

NOW, THEREFORE, Be It Resolved that the City Council of the City of Newman reviewed the City of Newman's Conflict of Interest Code, a copy of which is attached hereto and by reference incorporated herein, be, and hereby is, approved and adopted as written and without amendments.

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Newman held on the 9<sup>th</sup> day of September, 2008 by Councilmember \_\_\_\_\_, who moved its adoption, which motion was duly seconded and it was upon roll call carried and the resolution adopted by the following roll call vote:

AYES:  
NOES:  
ABSENT:

APPROVED:

\_\_\_\_\_  
Mayor of the City of Newman

ATTEST:

\_\_\_\_\_  
Deputy City Clerk

CITY OF NEWMAN

APPENDIX

Conflict of Interest Code

Exhibit "A"

<u>Designated Positions:</u>	<u>Disclosures Category:</u>
City Manager/City Clerk	1, 2, 3
Finance Director	1, 2, 3
Administrative Assistant	1, 2, 3
All Members Of Planning Commission	1, 2, 3
Public Works Director	1, 2, 3
City Treasurer	1, 2, 3
City Attorney	1, 2, 3
Chief of Police	1, 2, 3
Fire Chief	1, 2, 3
City Engineer	1, 2, 3
Building Inspector	1, 2, 3
Planning Director	1, 2, 3
Recreation Director	1, 2
Consultant	

**CITY OF NEWMAN  
CONFLICT OF INTEREST CODE  
APPENDIX "B"**

**Designated Employees** are those positions within this City who may exercise independent judgment or make or participate in the making of governmental decisions which may foreseeably have a material effect on any financial interest.

**Consultant** means any individual who, pursuant to a contract with a state or local government agency:

- (A) makes a governmental decision whether to
1. approve a rate, rule or regulation;
  2. adopt or enforce a law;
  3. issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order or similar authorization or entitlement;
  4. authorize the agency to enter into, modify, or renew a contract provided it is the type of contract which requires agency approval;
  5. grant agency approval to a contract which requires agency approval and in which the agency is a party or to the specifications for such a contract;
  6. grant agency approval to a plan, design, report, study, or similar item;
  7. adopt, or grant agency approval of policies, standards or guidelines for the agency, or for any subdivision thereof; or

(B) serves in a staff capacity with the agency and in that capacity performs the same or substantially all the same duties for the agency that would otherwise be performed by an individual holding a position specified in the agency's Conflict of Interest Code.

The City Manager or his designee may determine in writing that a particular consultant, although a "designated position," is hired to perform a range of duties that are limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of the disclosure requirements. The City Manager or his designee's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.

## EXHIBIT "C"

### DISCLOSURE CATEGORIES

An investment, interest in real property, or income is reportable if the business entity in which the investment is held the interest in real property, or the income or source of income may foreseeably be affected materially by any decision made or participated in by the designated employee by virtue of the employee's position.

#### Designated employees in Group "1" must report:

- a) All interests in real property which are located in whole or in part within the District.
- b) Investment in or income from persons or businesses entities engaged in the business of acquisition or disposal of real property within the District.

#### Designated employees in Group "2" must report:

- a) Investments in any business entity which, within the last two years, has contracted, or in the future foreseeably may contract with the city to provide services, supplies, materials, machinery or equipment to the city.
- b) Income from any source which, within the last two years has contracted, or in the future foreseeably may contract with the district to provide services, supplies, materials, machinery or equipment to the city.
- c) Status as a director, officer, sole owner, partner, trustee, employee or holder of a position of management in any business entity which, within the last two year, has contracted or in the future foreseeably may contract with the city to provide services, supplies, materials, machinery or equipment to the city.
- d) Investments and income otherwise reportable under Paragraphs a) and B) of Category "2", shall not be reportable unless the total amount of all contracts by the business entity to provide services, supplies, materials, machinery, or equipment to the City was more than \$1,000.00 in the prior calendar year, or unless the contracts by the business entity to provide services, supplies, materials, machinery or equipment to the city will be more than \$1,000.00 in the next calendar year.

#### Designated Employees in Group "3" must report:

- a) Investments in any business entity which within the last calendar year has been regulated by the city or foreseeably may be regulated by the city in the next calendar year.
- b) Each source of income, provided that the income was furnished by or on behalf of any business entity which within the last calendar year has been regulated by the city or foreseeably may be regulated by the city in the next calendar year.
- c) Status as a director, officer, sole owner, partner, trustee, employee or any position of management in any business entity which within the last calendar year has been regulated by the city, or foreseeably, may be regulated by the city, in the next calendar year.

**RESOLUTION NO. 2000- 46**

**A RESOLUTION OF THE NEWMAN CITY COUNCIL ADOPTING THE FAIR  
POLITICAL PRACTICES COMMISSION'S MODEL CONFLICT OF INTEREST  
CODE**

WHEREAS, amendments to the Political Reform Act, Government Code Sections 8100, et. seq., have in the past and foreseeably will in the future require conforming amendments to be made in Conflict of Interest Codes adopted and promulgated pursuant to its provisions; and

WHEREAS, the Fair Political Practices Commission has adopted a regulation, 2 Cal. Adm. Code Section 18730, which contains the terms of a standard model Conflict of Interest Code, which can be incorporated by reference, and which will be amended to conform to amendments in the Political Reform Act after public notice and hearings conducted by the Fair Political Practices Commission pursuant to the Administrative Procedure Act, Government Code Section 11370, et seq.; and

WHEREAS, incorporation by reference of the terms of the aforementioned regulation and amendments to it in Conflict of Interest Codes will save this body time and money by minimizing the actions required of this body to keep the Codes in conformity with the Political Reform Act;

**BE IT NOW THEREFORE RESOLVED AS FOLLOWS:**

1. All previously adopted resolutions approving various Conflict of Interest Codes are hereby rescinded.
2. The terms of 2 Cal. Adm. Code Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission along with the attached Appendices in which officials and employees are designated and disclosure categories are set forth, are hereby incorporated by reference and constitute the Conflict of Interest Code of the City of Newman.
3. Persons holding designated positions shall file statements of economic interests with the City Clerk who will make the statements available for public inspection and reproduction.

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Newman held on the 26<sup>th</sup> day of September, 2000 by Councilmember , who moved its adoption, which motion was duly seconded and it was upon roll call carried and the resolution adopted by the following roll call vote:

## 2008 Local Agency Biennial Notice

Name of Agency: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Office Phone No: \_\_\_\_\_

E-mail: \_\_\_\_\_ Fax No: \_\_\_\_\_

This agency has reviewed its conflict-of-interest code and has determined that:

**An amendment is required. The following amendments are necessary:**  
(Check all that apply.)

- Include new positions (including consultants) that must be designated.
- Delete positions that manage public investments from the list of designated positions.
- Revise disclosure categories.
- Revise the titles of existing positions.
- Delete titles of positions that have been abolished.
- Other (describe) \_\_\_\_\_

**Code is currently under review by the code-reviewing body.**

**No amendment is required.**

The agency's code accurately designates all positions that make or participate in the making of governmental decisions; the disclosure categories assigned to those positions accurately require the disclosure of all investments, business positions, interests in real property, and sources of income that may foreseeably be affected materially by the decisions made by those holding the designated positions; and the code includes all other provisions required by Government Code Section 87302.

\_\_\_\_\_  
*Signature of Chief Executive Officer*

\_\_\_\_\_  
*Date*

Complete this notice regardless of how recently your code was approved or amended.  
Please return this notice no later than **October 1, 2008**, to:

***(PLACE RETURN ADDRESS OF CODE- REVIEWING BODY HERE)***

PLEASE DO NOT RETURN THIS FORM TO THE FPPC.

Fair Political Practices Commission  
428 J Street, Suite 620, Sacramento, CA 95833  
For Technical Assistance: (866) ASK-FPPC

Honorable Mayor and Members  
of the Newman City Council

Agenda Item: **9.a.**  
City Council Meeting  
of September 9, 2008

**HOLD PUBLIC HEARING AND CONSIDER APPROVAL OF THE CONSOLIDATED  
ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER) RELATING TO ITS  
FY 2006-2007 PAST ACTIVITY**

**RECOMMENDATION:**

1. Conduct the Required Public Hearing
2. Approval of the Consolidated Annual Performance Evaluation Report (CAPER) for the Community Development Block Grant (CDBG) Program.

**BACKGROUND:**

The CAPER was presented to the Council on August 26, 2008; following its presentation, staff released the draft CAPER for a required 14-day public review. That period ends on September 9, 2008, and no comments have been received as of this date (9-3-08). The final requirement is to conduct a public hearing to further solicit comments relative to the implementation performance of our jurisdiction's Consolidated Plan and Annual Action Plans. Following adoption, the CAPER will be submitted by Stanislaus County to the Department of Housing and Urban Development (HUD).

**ANALYSIS:**

Conduct required public hearing and consider adoption of the Consolidated Annual Performance and Evaluation Report (CAPER) relating to its FY 2007/2008 past activity; \$2.545 million Community Development Block Grant and \$109,700.00 Emergency Shelter Grant.

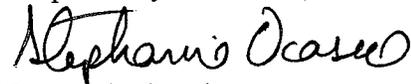
**FISCAL IMPACT:**

None

**CONCLUSION:**

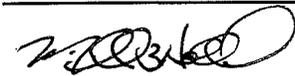
Staff recommends the Council approve the Stanislaus County Consolidated Annual Performance Evaluation Report (CAPER)

Respectfully submitted,



Stephanie Ocasio  
Assistant Planner

**REVIEWED/CONCUR**



Michael Holland  
City Manager

Honorable Mayor and Members  
of the Newman City Council

Agenda Item: **9.b.**  
City Council Meeting  
of September 9, 2008

## **REPORT ON MATTOS RANCH DEVELOPMENT AGREEMENT**

### **RECOMMENDATION:**

1. Conduct Public Hearing, and
2. Introduce Ordinance #2008-XX approving Mattos Ranch Development Agreement.

### **BACKGROUND:**

In June 2006, the City Council approved Tentative Tract Map (TTM) #04-03. The TTM subdivides 12.6 acres into 106 medium density lots. The property abuts the southern City limit line and fronts on Prince Road.

In August 2008, the Planning Commission conducted a public hearing on the Mattos Ranch Development Agreement. Upon conclusion of the public hearing, the Commission forwarded to the Council a recommendation of approval of the Development Agreement based on the required findings. The recommendation was unanimous.

### **ANALYSIS:**

The attached Mattos Ranch Development Agreement was prepared by our legal counsel and reviewed and approved by the developer. The agreement includes sections outlining project development and terms and conditions. The agreement includes two additional fees to be paid to the City of Newman; Aquatic Center Fee and Community Benefit Fee. Staff will provide a full presentation of the Development Agreement at the City Council meeting.

### **FISCAL IMPACT:**

Positive. Based upon this agreement, the City will collect an additional fee for the Aquatic Center (\$2,000/lot), plus a Community Benefit Fee (\$3,000/lot).

### **CONCLUSION:**

Staff has worked with the developer to craft a Development Agreement that works for both parties. Through the Development Agreement, the project approval is extended for a period of seven years. This provides additional assurances for the developer as the market for new housing units is currently depressed. The City receives two additional fees that support the Council's ability to develop projects that are important to the Community. Staff recommends that Council introduce Ordinance #2008-XX approving a Development Agreement between the City of Newman and George and Marlene Souza relative to the development known as Mattos Ranch Subdivision.

Respectfully submitted,



Michael E. Holland  
City Manager

**RECORDING REQUESTED BY  
AND WHEN RECORDED, MAIL TO:**

City Clerk  
City of Newman  
1162 Main Street  
Post Office Box 787  
Newman, CA 95360

No Recording Fee

---

*Space above for Recorders Use Only*

**DEVELOPMENT AGREEMENT  
BY AND BETWEEN  
THE CITY OF NEWMAN AND GEORGE AND MARLENE SOUZA  
RELATIVE TO THE DEVELOPMENT KNOWN AS  
MATTOS RANCH SUBDIVISION**

This document, including Exhibits, totals 22 pages.

## REFERENCE SHEET

**Project Name:**

Mattos Ranch Subdivision

**Project:**

The project includes an application to rezone 12.6 acres from R-1 (Low Density Residential) to PD (Planned Development) and for a tentative tract map to subdivide 12.6 acres into 106 single-family lots.

**Developer:**

George and Marlene Souza

**Developer's Address for Purpose of Written Notice:**

2101 Hallowell Road, Newman, CA 95369

**Landowner:**

George and Marlene Souza

**Term:**

The term of this Agreement, as provided in Section 1.8, is even (7) years.

**Entitlements:**

As referred to in Recital 6, Entitlements shall mean the Zone Change 04-01, Tentative Tract Map 04-03, and this Development Agreement.

**CEQA document:**

As referred to in Recital 7, the CEQA document shall mean the Environmental Impact Report, SCH No. 91083068, as certified by the City Council on October 20, 1992.

**Adopting Ordinance:**

As referred to in Section 1.3 (a), the adopting ordinance shall mean Ordinance No. 94-16 enacted by the City Council on 8-9-1994.

**The following Exhibits are attached to this Development Agreement:**

- A. Legal Description of Subject Property
- B. Assumption Agreement
- C. Special Conditions and Requirements
- D. Sample Notice of Termination

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THIS DEVELOPMENT AGREEMENT ("Agreement") is made by and between the CITY OF NEWMAN, a municipal corporation ("City"), and Developer pursuant to the authority of Article 2.5, Chapter 4, Division 1, Title 7 (§ 65864 et seq. of the Government Code) and City's Municipal Code Chapter 6.11, relating to Development Agreements.

### RECITALS

1. In order to strengthen the public land use planning process, to encourage private participation in the process, to reduce the economic risk of development and to reduce the waste of resources, the Legislature adopted the Development Agreement Law (Gov. Code, § 65864 et seq.).
2. The City has adopted Chapter 6.1 of its Municipal Code to establish procedures and requirements for the consideration of development agreements in conjunction with specific development plans. (Mun. Code § 6.11.020.)
3. The Development Agreement Law permits cities and counties to contract with private interests for their mutual benefit in a manner not otherwise available to the contracting parties. Such agreements, as authorized by the Development Agreement Law and by common law, assure property developers that they may proceed with their projects with the assurance that approvals granted by public agencies will not change during the period of development. Cities and counties are equally assured that costly infrastructure such as roads, sewers, fire protection facilities, etc., will be available in a timely manner.
4. The parties have, in good faith, negotiated the terms hereinafter set forth which carry out the legislative purpose set forth above and will assure the parties to this Agreement of mutually desirable development in a manner consistent with the CEQA document, the Entitlements, and this Agreement.
5. Developer owns in fee the Subject Property more particularly described on **Exhibit A** hereto, located in the City.
6. City, in response to Developer's application(s), after public hearings and extensive environmental analysis, has granted approval of the Entitlements, as set forth on the Reference Sheet.
7. In support of the various Entitlements described in paragraph 5 above, and in accord with the California Environmental Quality Act ("CEQA") and State guidelines, City has accepted and ratified a CEQA document, as set forth in the Reference Sheet. The City concurs in and ratifies the previously certified EIR for the General Plan Update and finds that no subsequent or supplemental environmental impact report in addition to the previously certified EIR is necessary.
8. Development of the Subject Property pursuant to the terms and conditions of the Entitlements, the General Plan and appropriate environmental determinations will

provide for orderly growth and development consistent with the City's General Plan and other development policies and programs.

9. The Planning Commission considered this Agreement, and recommended its adoption to the City Council.

10. Having duly considered this Agreement and having held the noticed public hearings, City finds and declares that the provisions of this Agreement are consistent with the maps and text of the City's General Plan.

NOW, THEREFORE, the parties hereto agree as follows:

## ARTICLE 1

### GENERAL PROVISIONS

**Section 1.1. The Project.** The Project is defined as set forth on the Reference Sheet.

**Section 1.2. Subject Property.** The Subject Property is more specifically described in **Exhibit A**, which is incorporated herein and made part of this Agreement.

**Section 1.3. Definitions.** As used in the Agreement, the following terms, phrases and words shall have the meanings and be interpreted as set forth in this Section.

(a) **Adopting Ordinance** means the ordinance which approves this Agreement.

(b) **Assumption Agreement** means an agreement substantially conforming to the model assumption agreement described in **Exhibit B**, or other agreement in a form approved by the City Attorney, executed by a Landowner with the Developer, expressly assuming various obligations relating to the development of the Project, or portion thereof.

(c) **CEQA** means the California Environmental Quality Act section 21000 et seq., of the Public Resources Code of the State of California.

(d) **City Council** means the City Council of the City of Newman.

(e) **City Laws** means ordinances, resolutions, rules, regulations, policies, motions, directives, mitigation measures, conditions, standards, specifications, dedications, fees, taxes (including without limitation general, special and excise taxes), assessments, liens, other exactions and impositions, and any other actions having the force of law, that are enacted or adopted by City, or by its electorate through the initiative or referendum process.

(f) **Current Fees** means those City development fees, processing fees, and utility rates and fees in effect as of the Effective Date as specified in Section 2.5.

(g) **Developer** shall mean that person or entity that has applied for this Development Agreement as defined on the Reference Sheet.

(h) **Director** means the Community Development Director for the City, or his/her designee.

(i) **Effective Date** means the effective date of the Adopting Ordinance.

(j) **Entitlements** shall mean those approvals listed on the Reference Sheet of this Agreement, approved copies of which are on file with the City Council.

(k) **General Plan** means the General Plan of the City, including the text and maps.

(l) **Landowner** is a party who has acquired any portion of the Subject Property from the Developer who, unless otherwise released as provided in this Agreement, shall be subject to the applicable provisions of this Agreement.

(m) **New Fees** means those fees adopted by the City after the Effective Date.

(n) **Planning Commission** shall mean the City's Planning Commission, or its designee.

(o) **Reserved Powers** shall mean those powers explicitly reserved to the City by this Agreement.

(p) **Subject Property** means the property described in Section 1.2, or the remaining portions thereof after releases from the provisions of this Agreement have been executed as authorized by this Agreement.

**Section 1.4. Exhibits.** Exhibits to this Agreement are as follows:

<b>Exhibit A</b>	Legal Description of Subject Property
<b>Exhibit B</b>	Assumption Agreement
<b>Exhibit C</b>	Special Conditions and Requirements
<b>Exhibit D</b>	Sample Notice of Termination

**Section 1.5. Incorporation of Recitals.** Recitals 1 through 9 are incorporated herein, including all exhibits referred to in the Recitals. In the event of inconsistency between the Recitals and the provisions of Articles 1 through 5, the provisions of Articles 1 through 5 shall prevail.

**Section 1.6. Parties to Agreement.** The parties to this Agreement are:

(a) **The City of Newman.** The City is a municipal corporation exercising its general governmental functions and powers. The principal office of the City is located at 1162 Main Street, Newman, California, 95360.

(b) **Developer.** Developer owns the Subject Property in fee.

(c) **Landowner.** From time to time, as provided in this Agreement, Developer may sell or otherwise lawfully dispose of a portion of the Subject Property to a Landowner who, unless otherwise released, shall be subject to the applicable provisions of this Agreement related to such portion of the Subject Property.

**Section 1.7. Project is a Private Undertaking.** It is agreed among the parties that the Project is a private development and that the City has no interest therein except as authorized in the exercise of its governmental functions.

**Section 1.8. Term of Agreement.** This Agreement shall commence upon the Effective Date of the Adopting Ordinance approving this Agreement and shall continue in force for the period shown on the Reference Sheet under "Term."

**Section 1.9. Assignment and Assumption.** Developer shall have the right to sell, assign, or transfer this Agreement with all the rights, title and interests therein to any person, firm or corporation at any time during the term of this Agreement. The conditions and covenants set forth in this Agreement and incorporated herein shall run with the land and the benefits and burdens shall bind and inure to the benefit of the parties. Developer shall provide City with a copy of the Assumption Agreement. Express written assumption by such purchaser, assignee or transferee, to the satisfaction of the City Attorney, of the obligations and other terms and conditions of this Agreement with respect to the Subject Property or such portion thereof sold, assigned or transferred, shall relieve the Developer selling, assigning or transferring such interest of such obligations so expressly assumed. Any such assumption of Developer's obligations under this Agreement shall be deemed to be to the satisfaction of the City Attorney if executed in the form of the Assumption Agreement attached hereto as **Exhibit B** and incorporated herein by this reference, or such other form as shall be approved by the City Attorney.

**Section 1.10. Covenants Running with the Land.** Each and every purchaser, assignee or transferee of an interest in the Subject Property, or any portion thereof, shall be obligated and bound by the terms and conditions of this Agreement, and shall be the beneficiary thereof and a party thereto, but only with respect to the Subject Property, or such portion thereof, sold, assigned or transferred to it. Any such purchaser, assignee or transferee shall observe and fully perform all of the duties and obligations of a Developer contained in this Agreement, as such duties and obligations pertain to the portion of the Subject Property sold, assigned or transferred to it. Provided however, notwithstanding anything to the contrary above, if any such sale, assignment or transfer relates to a completed residential unit or non-residential building which has been approved by the City for occupancy, this Agreement shall automatically terminate.

**Section 1.11. Amendment to Agreement (Developer and City).** This Agreement may be amended by mutual consent of the parties in writing, in accordance

with the provisions of Government Code section 65868, provided that: any amendment which relates to the term, permitted uses, density, intensity of use, height and size of proposed buildings, or provisions for reservation and dedication of land shall require a noticed public hearing before the parties may execute an amendment. Unless otherwise provided by law, all other amendments may be approved without a noticed public hearing.

Any amendment entered into between the City and the Developer shall require the signature of each owner of any portion of the Subject Property to the extent the amendment modifies this Agreement as to that other owner's property.

**Section 1.12. Amendment to Agreement (Landowner and City).** This Agreement may also be amended, subject to the provisions of Government Code section 65868, between a Landowner who has acquired a portion of the Subject Property from Developer and City as to the portions of the Subject Property then owned by Landowner. Any amendment entered into between the City and a Landowner shall require the signature of each Landowner of any portion of the Subject Property or the Developer to the extent the amendment modifies the Agreement as to that Landowner's or the Developer's property.

**Section 1.13. Releases.** Developer, and any subsequent Landowner, may free itself from further obligations relating to the sold, assigned, or transferred property, provided that the City Clerk receives a copy of the Assumption Agreement provided for in Section 1.9.

**Section 1.14. Notices.** Notices, demands, correspondence, and other communication to City and Developer shall be deemed given if dispatched by prepaid first-class mail to the principal offices of the parties as designated in Section 1.6(a). Notice to the City shall be to the attention of both the City Manager and the Director. Notices to subsequent Landowners shall be required to be given by the City only for those Landowners who have given the City written notice of their address for such notices. The parties hereto may, from time to time, advise the other of new addresses for such notices, demands or correspondence.

**Section 1.15. Reimbursement for Agreement Expense of City.** Developer agrees to reimburse City for actual expenses over and above fees paid by Developer as an applicant, for preparation of the form of this Agreement, in addition to costs specifically incurred by City for the preparation of this Agreement, including recording fees, publishing fees, and reasonable staff and consultant costs not otherwise included within application fees then due and payable to the City. Such reimbursement shall be paid to the City prior to execution of this Agreement by the City. Developer shall also pay any and all installments of property tax then due for the Subject Property.

**Section 1.16. Recordation of Agreement.** The City Clerk shall cause a copy of this Agreement to be recorded with the City Recorder not later than ten (10) days after the effective date following execution of this Agreement by the City. Developer hereby covenants that during the period following execution and the recording of this Agreement by the City, Developer shall not, without prior written approval by the City Attorney,

cause or allow to be recorded against the Subject Property any instrument affecting the priority, validity or enforceability of this Agreement.

**Section 1.17. Applicable Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of California.

**Section 1.18. Invalidity of Agreement/Severability.** If this Agreement in its entirety is determined by a court to be invalid or unenforceable, this Agreement shall automatically terminate as of the date of final entry of judgment. If any provision of this Agreement shall be determined by a court to be invalid and unenforceable, or if any provision of this Agreement is rendered invalid or unenforceable according to the terms of any federal or state statute, which became effective after the Effective Date, the remaining provisions shall continue in full force and effect.

**Section 1.19. Third Party Legal Challenge.** In the event any legal action or special proceeding is commenced by any person or entity other than a party or a Landowner, challenging this Agreement, the Entitlements or any approval subsequently granted by the City for the development of the Subject Property, the parties and any Landowner agree to cooperate with each other in good faith. City may elect to tender the defense of any lawsuit filed by a third person or entity to Developer and/or Landowner(s) (to the extent the litigation, in part or in whole, seeks to overturn or invalidate this Agreement, the Entitlements or any subsequent approval granted for the Subject Property held by or granted to Developer and/or Landowner), and, in such event, Developer and/or such Landowner(s) shall indemnify, hold the City harmless from and defend the City from all costs and expenses incurred in the defense of such lawsuit, including, but not limited to, damages, attorneys' fees and expenses of litigation awarded to the prevailing party or parties in such litigation. For purposes of this section only, "City" shall include all employees, consultants and agents acting on behalf of the City. Neither party shall settle any such lawsuit without the consent of the other party. The City may elect to participate in the litigation, in which case the Developer and/or Landowner agree to reimburse the City for its litigation costs and fees, including the retention of outside legal counsel and all staff costs. It is the intent of the Parties that the City's participation not result in unnecessary duplication of legal services, but rather that the City's active involvement in the litigation be limited to supervising the preparation of the administrative record or discovery as applicable, monitoring of litigation, and responsive pleadings regarding issues which, in the sole opinion of the City, involve broader City concerns than those immediately affecting the Landowner and/or Developer. Upon written demand of the City, Developer and/or Landowner shall deposit with the City such sums as may be specified by the City as its estimated litigation costs and fees for the following thirty day period. Both parties shall act in good faith, and shall not unreasonably withhold consent to settle. In the event that the City elects to settle a claim, and Developer refuses to also settle, City at its sole option may require Developer to post security in a form and amount reasonably acceptable to the City, for the performance of Developer's duties under this section. If the Developer, within 30 days of receiving written notice from City, fails to post this security, the Developer shall settle the claim on terms as previously approved by the City. This provision shall survive the termination of this Agreement.

**Section 1.20. Waiver of Claims.** Developer waives, as to the Subject Property only, any and all existing claims that may have against the City, its agents, employees and consultants, arising out of the adoption and/or application of development requirements and standards, impact fees, the adoption of this Agreement or approval of the Entitlements and all of the proceedings, acts or determinations made prior thereto.

**Section 1.21. Priority of Enactment.** In the event of conflict between the Development Agreement, the Entitlements and the City Laws, the parties agree that the following sequence of approvals establishes the relative priority of approvals, each approval superior to the approvals listed thereafter: (1) **Exhibit C** to this Agreement; (2) the Development Agreement; (3) the Entitlements and (4) the City Laws. In the event of a conflict between two or more of the foregoing documents, the language of that document which is superior in priority as provided above shall govern.

## ARTICLE 2

### PROJECT DEVELOPMENT

**Section 2.1. Limited Vested Right.** During the Term of and subject to the terms of this Agreement, the Developer's rights shall be vested only as to the Entitlements. "Vested" shall mean that except as to express limitations and reservations contained in this Agreement, Developer's Entitlements shall not be subject to changes in City Laws. In the event that the City grants an approval or permit in the implementation of the Project, the approval or permit shall also be considered vested. This section shall not be construed to limit the authority or obligation of the City to hold necessary public hearings, or to limit the discretion of the City or any of its officers or officials with regard to rules, regulations, ordinances, laws and entitlements, which require the exercise of discretion by the City or any of its officers or officials.

**Section 2.2. No Moratorium, Quotas, Restrictions, or Other Growth Limitations.** Except as otherwise provided by the terms and conditions of this Agreement of the Entitlements, no ordinance, resolution, rule, regulation or policy of City shall be applied, imposed or enacted by City, by resolution, ordinance, initiative, or otherwise, which in any way relates to the rate, timing or sequencing of the development or use of the Property, or any improvements related thereto, including without limitation, any no-growth or slow-growth moratoriums or annual development allocations, quotas or limitations, or in any way conflicts with the permitted uses, density and intensity of uses, maximum building height and size set forth in the Entitlements; provided, however, Developer shall be subject to any such growth limitation ordinance, resolution, rule, regulation or policy which is adopted on a uniformly applied, City-wide basis and directly concerns a public health or safety issue, in which case City shall treat Developer in a uniform, equitable and proportionate manner with all properties which are zoned consistent with Developer's zoning set forth in the Entitlements.

**Section 2.3 Permitted Uses and Development Standards.** The permitted uses and development standards shall be those as set forth in and permitted by the Entitlements, City Zoning, subdivision and land development standards as of the Effective Date.

**Section 2.4. Application, Processing and Inspection Fees.** Application fees, processing fees, and inspection fees that are revised during the term of this Agreement shall apply to the development pursuant to this Agreement, provided that such revised fees apply generally to similar private projects or works within City.

**Section 2.5. Impact Fees.** Developer shall be subject to all development impact fees including scheduled or periodic increases as provided for in the adopting ordinances or resolutions ("Current Fees"), as identified on **Exhibit C**. Developer shall pay, without protest or without challenge, Current Fees in effect at the time of the issuance of a requested permit or entitlement.

In addition, Developer is subject to any new fees adopted by the City, or the recalculation of existing fees ("New Fees") and waives any and all claims of vested rights or the assertion of this Agreement as a bar to the application of the new fees. Developer retains the right to otherwise challenge New Fees as permitted by law.

**Section 2.6. Reserved Powers.** Notwithstanding any other provision of this Agreement, and without limitation as to any other requirements or exceptions contained in this Agreement, the City retains the authority to take the following actions and apply the same to the Subject Property:

(a) The authority of the City Council to adopt regulations to protect the City and its citizens from an immediate adverse risk to health and safety. This shall include, but not be limited to, lack of sufficient sewer and/or water facilities, but not school facilities.

(b) Adopt or increase utility charges in accordance with applicable laws and regulations.

(c) As set forth in Section 2.5, increase and apply Current Fees, and adopt and apply New Fees.

(d) Adopt revised subdivision regulations, building design standards (residential and non-residential) and development improvement standards.

(e) Land use regulations, ordinances, policies, programs, resolutions or fees adopted or undertaken by City in order to comply with state or federal laws, or regulations, provided that in the event that such state or federal laws or regulations prevent or preclude compliance with one or more provisions of this Agreement, such provision or provisions shall be modified or suspended as may be necessary to comply with such state or federal laws or regulations.

(f) City land use regulations, ordinances, policies, programs or resolutions adopted after the Effective Date, which are in conflict with the City Laws, but the application of which to the development of the Subject Property has been consented to in writing by the Developer and/or the applicable Landowner by later separate

document, which consent Developer and/or Landowner may withhold in their sole and exclusive discretion.

**Section 2.7. Obligation and Rights of Mortgage Lenders.** The holder of any mortgage, deed of trust or other security instrument with respect to the Subject Property, or any portion thereof, shall not be obligated under this Agreement to construct or complete improvements or to guarantee such construction or completion, but, in the event said holder takes title to the Subject Property through foreclosure of a mortgage or a deed of trust, or deed-in-lieu of such foreclosure, said holder shall be bound by all of the terms and conditions of this Agreement which pertain to the Subject Property or such portion thereof in which it holds an interest. Any such holder who comes into possession of the Subject Property, or any portion thereof, pursuant to a foreclosure of a mortgage or a deed of trust, or deed in lieu of such foreclosure, shall take the Subject Property, or such portion thereof, subject to any pro rata claims for payments or charges against the Subject Property, or such portion thereof, which accrue prior and subsequent to the time such holder comes into possession. Nothing in this Agreement shall be deemed or construed to permit or authorize any such holder to devote the Subject Property, or any portion thereof, to any uses, or to construct any improvements thereon, other than those uses and improvements provided for or authorized by this Agreement, subject to all of the terms and conditions of this Agreement.

**Section 2.8. Affordable Housing.** As to those portions of the Project for which a tentative subdivision map creating single family lots has not been approved, Developer shall comply with any future affordable housing ordinance adopted by the City.

**Section 2.9. Community Benefit Fee.** Developer agrees and consents to pay three thousand dollars (\$3,000.00) per residential unit for purposes of ensuring there are sufficient funds to improve and enhance the community as determined by the City Council. The fee shall be payable at the time each building permit is issued, and shall be subject to annual adjustment on July 1, 2009 based on the percentage changes in the 20 City Construction Costs Index, published by the Engineering News Record. In the event the CCI is no longer utilized, the City Director shall use a similar index to calculate the percent increase. It is the intent of the City Council to apply a similar benefit fee to other projects seeking a development agreement of similar duration for a similar number of units. The City shall exercise reasonable efforts to negotiate a similar requirement, but reserves the right to accept amenities or contributions of similar value in satisfaction of a portion of the Community Benefit Fee.

The City Council shall allocate the Community Benefit Fee, as it determines to be in the City interest.

Community Benefit Fees may not be used to subsidize improvements imposed as conditions of approval on other development projects.

## ARTICLE 3

### DEFAULT

**Section 3.1. General Provisions.** Subject to extensions of time by mutual consent in writing, failure or delay by either party or Landowner not released from this Agreement to perform any term or provision of this Agreement, shall constitute a default. In the event of alleged default or breach of any terms or conditions of this Agreement, the party alleging such default or breach shall give the other party or Landowner not less than sixty (60) days notice in writing specifying the nature of the alleged default and the manner in which said default may be cured. During any such sixty (60) day period, the party or Landowner charged shall not be considered in default for purposes of termination or institution of legal proceedings.

After notice and expiration of the sixty (60) day period, if such default has not been cured or is not being diligently cured in the manner set forth in the notice, the other party or Landowner to this Agreement may, at his/her option, institute legal proceedings pursuant to this Agreement or give notice of his/her intent to terminate this Agreement pursuant to California Government Code section 65868 and any regulations of the City implementing said Government Code section. Following notice of intent to terminate, or prior to instituting legal proceedings, the matter shall be scheduled for consideration and review in the manner set forth in Government Code sections 65865, 65867, and 65868 and City regulations implementing said sections by the City within thirty (30) calendar days.

Following consideration of the evidence presented in said review before the City and an additional 30-day period to cure, either party alleging the default by the other party or Landowner may institute legal proceedings or may give written notice of termination of this Agreement to the other party; provided, however, a Landowner may only give such notice with respect to such portion of the Subject Property in which Landowner owns an interest.

**Section 3.2. Annual Review.** City's Planning Department shall, at least every twelve (12) months during the term of this Agreement, review the extent of good faith substantial compliance by Developer and Landowner with the terms of this Agreement. Such periodic review shall conform to the procedures provided in Section 6.11.120 of the City's Code and be limited in scope to compliance with the terms of this Agreement pursuant to California Government Code section 65865.1. Each said review shall be completed within sixty (60) days of the first meeting of the Planning Commission and the City Council, respectively, at which such review is undertaken, unless said period is extended by mutual consent of City and Developer. Failure to complete said review within the prescribed period shall be deemed a finding of good faith substantial compliance. Notice of such annual review shall include the statement that any review may result in amendment or termination of this Agreement. City may charge, and Developer shall pay a fee for such annual review to defray the cost to the City to process and conduct such annual review.

City shall deposit in the mail or fax to Developer and/or Landowner a copy of all staff reports and, to the extent practical, related exhibits concerning contract performance at least seven (7) days prior to such periodic review. Developer or Landowner shall be entitled to appeal the City's decision.

**Section 3.3. Developer Default Limited to Property/Entity; Separate Obligations of Owners.** Except as specified herein in Section 3.1, no default hereunder in performance of a covenant or obligation with respect to a particular portion of the Subject Property shall constitute a default applicable to any other portion of the Subject Property, and any remedy arising by reason of such default shall be applicable solely to the portion of Subject Property where the default has occurred. Similarly, the obligations of the Developer and Landowners shall be severable and no default hereunder in performance of a covenant or obligation by any one of them shall constitute a default applicable to any other owner who is not affiliated with such defaulting owner, and any remedy arising by reason of such default shall be solely applicable to the defaulting owner and the portion of the Subject Property owned by the defaulting owner.

**Section 3.4. Default by City.** In the event City does not accept, review, approve or issue necessary development permits or entitlements for use in a timely fashion as defined by this Agreement, or as otherwise provided in this Agreement, or the City otherwise defaults under the terms of this Agreement, Developer and/or Landowner may give written notice thereof to the City and if not cured within sixty (60) days following receipt of such notice, Developer shall have all rights and remedies provided herein or under applicable law, including without limitation the right to pursue actions for mandamus, specific performance, or injunctive or declaratory relief to enforce this Agreement. Notwithstanding the foregoing sentence, the City, Developer and Landowner each waives any and all rights to seek monetary damages from any other party as a result of any breach or alleged breach of such other party's obligations hereunder. In the event City is in default under the terms of this Agreement, any resulting delays in Developer's performance caused thereby shall not constitute grounds for termination or cancellation of this Agreement.

**Section 3.5. Cumulative Remedies of Parties/Waiver of Right to Damages.** In addition to any other rights or remedies, City, Developer and any Landowner may institute legal or equitable proceedings to cure, correct or remedy any default, to specifically enforce any covenant or agreement herein, to enjoin any threatened or attempted violation of the provisions of this Agreement. Notwithstanding the foregoing sentence, the City, Developer and Landowner each waives any and all rights to seek monetary damages from the other party as a result of any breach or alleged breach of such other party's obligations hereunder.

**Section 3.6. Enforced Delay, Extension of Times of Performance.** In addition to specific provisions of this Agreement, performance by either party or Landowner hereunder shall not be deemed to be in default where delays or defaults are due to war, insurrection, strikes, walkouts, riots, floods, earthquakes, fires, casualties, acts of God, State or federal laws, regulations, decisions or orders which conflict with this Agreement, or judicial or other governmental agency decisions or orders, directing the City, or which have the effect of requiring the City, to take actions or refrain from taking actions which

conflict with the obligations under this Agreement. Any and all extensions of the time of performance shall be limited to sixty (60) months.

**Section 3.7. Tolling Due to Litigation.** In the event of a lawsuit challenging the Entitlements or EIR, the Developer's obligations shall be automatically tolled for up to thirty-six (36) months. The Developer may apply for an additional tolling period of up to twenty-four (24) months, which the City may grant, in its sole discretion, based upon a finding that the Developer has actively defended the lawsuit in good faith.

Neither Section 3.6 nor 3.7 tolls the annual adjustment in the amount of fees otherwise due.

## ARTICLE 4

### TERMINATION

**Section 4.1. Termination Upon Completion of Development.** This Agreement shall terminate upon the expiration of the Term as defined on the Reference Sheet or when the Subject Property has been fully developed and all of the Developer's obligations in connection therewith are satisfied. Upon termination of this Agreement, the City shall record a notice of such termination in substantially the form attached hereto as **Exhibit D**. This Agreement shall automatically terminate and be of no further force or effect as to any single-family residence, any other residential dwelling unit(s), or any non-residential building, and the lot or parcel upon which such residence or building is located, when it has been approved by the City for occupancy.

**Section 4.2. Effect of Termination on Developer Obligations.** Termination of this Agreement as to the Developer of the Subject Property or any portion thereof shall not affect any of the Developer's obligations to comply with the City General Plan and the terms and conditions of any applicable zoning, or subdivision map or other land use entitlements approved with respect to the Subject Property, any other covenants or any other development requirements specified in this Agreement to continue after the termination of this Agreement, or obligations to pay the Community Benefit Fee, assessments, liens, fees, or taxes.

**Section 4.3. Effect of Termination on City.** Upon any termination of this Agreement, as provided for under the terms and conditions of this Agreement, as to the Developer of the Subject Property, or any portion thereof, the entitlements, conditions of development, limitations on fees and all other terms and conditions of this Agreement shall no longer be vested hereby with respect to the Subject Property affected by such termination (provided vesting of entitlements, conditions or fees applicable to the Subject Property shall be governed by planning and zoning law) and the City shall no longer be limited by this Agreement to make any changes or modifications to such entitlements, conditions or fees applicable to the Subject Property.

## ARTICLE 5

### STANDARD TERMS AND CONDITIONS

**Section 5.1. Venue.** Venue for all legal proceedings shall be in the Superior Court for the County of Stanislaus.

**Section 5.2. Waiver.** A waiver by any party of any breach of any term, covenant or condition herein contained or a waiver of any right or remedy of such party available hereunder at law or in equity shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained or of any continued or subsequent right to the same right or remedy. No party shall be deemed to have made any such waiver unless it is in writing and signed by the party so waiving.

**Section 5.3. Completeness of Instrument.** This Agreement, together with its specific references and attachments, constitutes all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made express or implied.

**Section 5.4. Supersedes Prior Agreements.** It is the intention of the parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, representations or agreements, written or oral, between the parties hereto.

**Section 5.5. Captions.** The captions of this Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**Section 5.6. Number and Gender.** In this Agreement, the neuter gender includes the feminine and masculine, and the singular includes the plural, the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.

**Section 5.7. Mandatory and Permissive.** "Shall" and "will" and "agrees" are mandatory. "May" is permissive.

**Section 5.8. Term Includes Extensions.** All references to the term of this Agreement or the Agreement Term shall include any extensions of such term.

**Section 5.9. Successors and Assigns.** All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

**Section 5.10. Modification.** No modification or waiver of any provisions of this Agreement or its attachments shall be effective unless such waiver or modification is in

writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given.

**Section 5.11. Counterparts.** This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

**Section 5.12. Other Documents.** The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

**Section 5.13. Partial Invalidity.** If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

**Section 5.14. Controlling Law.** The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

**Section 5.15. Time Is of the Essence.** Time is of the essence of this Agreement and each covenant and term a condition herein.

**Section 5.16. Authority.** All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such entity(s), person(s), estate(s) or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Further, by entering into this Agreement, neither party hereto shall have breached the terms nor conditions of any other contract or agreement to which such party is obligated, which such breach would have a material effect hereon.

**Section 5.17. Document Preparation.** This Agreement will not be construed against the party preparing it, but will be construed as if prepared by all parties.

**Section 5.18. Advice of Legal Counsel.** Each party acknowledges that it has reviewed this Agreement with its own legal counsel, and based upon the advice of that counsel, has freely entered into this Agreement.

**Section 5.19. Estoppel Certificate.** Within thirty (30) days following any written request which either party may make from time to time, and upon payment of a fee to the City to reimburse the City for its reasonable expenses associated herewith, the other party to this Agreement shall execute and deliver to the requesting party a statement certifying that:

(a) This Agreement is unmodified and in full force and effect, or if there have been modifications hereto, that this Agreement is in full force and effect as modified and stating the date and nature of such modifications; and

(b) There are not current uncured defaults under this Agreement or specifying the date, nature of any default and manner of cure.

This certificate may be executed by the Director.

**Section 5.20. Attorneys Fees and Costs.** If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs, which may be set by the Court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such party may be entitled.

**Section 5.21. Consent/Subordination.** Unless waived in writing by the City Attorney, Developer shall furnish proof satisfactory to the City, prior to approval of the Agreement that all persons possessing a legal interest in the property have consented to the recording of this Agreement. Unless waived in writing by the City Attorney, the City shall require subordination by all lenders of record as a condition precedent to the City approval of the Agreement. The City shall have no duty to subordinate its interest in this Agreement.

**Section 5.22. Calculation of Time Periods.** All calculation of time periods shall be based upon calendar days unless a different intent is clearly stated.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, this Agreement was executed by the parties thereto on the dates set forth in the Preamble.

**CITY:**

**CITY OF NEWMAN,**  
a municipal corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: City Clerk \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: City Attorney \_\_\_\_\_

**DEVELOPER:**

**GEORGE SOUZA**, an individual

By: \_\_\_\_\_

Name: George Souza \_\_\_\_\_

Title: \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT A**

**LEGAL DESCRIPTION OF SUBJECT PROPERTY**

[FROM DEVELOPER – TO BE ADDED BY STAFF]

## EXHIBIT B

### ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (hereinafter "this Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 200 \_\_, by and between George Souza (hereinafter called "Owner") and \_\_\_\_\_, (hereinafter "Assignee").

#### RECITALS

A. On \_\_\_\_\_, 200 \_\_, the City of Newman and Owner entered into that certain agreement entitled "Development Agreement," approved by Ordinance \_\_\_\_\_ (hereinafter "Agreement"), relative to the development known as the Mattos Ranch Subdivision (hereinafter "Subject Property").

B. Owner entered into a purchase and sale agreement whereby a portion of the Subject Property will be sold to Assignee, which portion of the Subject Property is identified and described in **Exhibit A**, attached hereto and incorporated herein by this reference (hereinafter the "Assigned Parcel(s)").

C. Owner desires to assign all of its interests, rights and obligations under the Agreement with respect to the Assigned Parcel(s).

D. Assignee desires to assume all Owner's rights and obligations under the Agreement with respect to the Assigned Parcel(s).

NOW, THEREFORE, Owner and Assignee hereby agree as follows:

1. Owner hereby assigns effective as of Owner's conveyance of the Assigned Parcel(s) to Assignee, all of the rights, interest, burdens and obligations of Owner under the Agreement with respect to the Assigned Parcel(s). Owner retains all the rights, interest, burdens and obligations under the Agreement with respect to all other property within the Subject Property owned thereby.

2. Assignee hereby assumes all of the burdens and obligations of Owner under the Agreement, and agrees to observe and fully perform all of the duties and obligations of Owner under the Agreement, and to be subject to all the terms and conditions thereof, with respect to the Assigned Parcel(s), it being the express intention of both Owner and Assignee that, upon the execution of this Agreement and conveyance of the Assigned Parcel(s) to Assignee, Assignee shall be come substituted for Owner as the "Developer" under the Agreement with respect to the Assigned Parcel(s).

3. All of the covenants, terms, and conditions set forth herein shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

IN WITNESS HEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**ASSIGNOR/OWNER:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ASSIGNEE:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## EXHIBIT C

### SPECIAL CONDITIONS AND REQUIREMENTS

1. Master Plans. Developer acknowledges the City is developing and considering the adoption various Infrastructure Master Plans including the Sewer Master Plan, Water Master Plan and Storm Master Plan (collectively, "Master Plans"). Developer agrees to comply with all Master Plans being developed by the City subsequent to the Effective Date.
2. Unit Options. Developer shall provide handicap accessibility and solar energy options to the buyers of all units.
3. Aquatic Center Fee. Developer shall pay the City a fee of two thousand dollars (\$2,000) per unit at the time of building permit issuance for the Aquatic Center.
4. Community Benefit Fee. Developer shall pay to the City a community benefit fee of three thousand dollars (\$3,000) per unit at the time of building permit issuance as outlined in Section 2.9 of this Agreement.
5. Time of Compliance. Developer shall comply with all Public Works Standards and Specifications in place at the time the application is submitted to the City for approval. Developer shall also comply with all ordinances and policies in place at the time building permits are issued.

**EXHIBIT D**

**NOTICE OF TERMINATION**

THIS NOTICE OF TERMINATION (hereinafter "this Notice") is given this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_, by the City of Newman (hereinafter called "City") for the benefit of \_\_\_\_\_, (hereinafter "Owner").

1. On \_\_\_\_\_, 200\_\_\_, the City of Newman and \_\_\_\_\_ entered into that certain agreement entitled "Development Agreement," approved by Ordinance \_\_\_\_\_ (hereinafter "Agreement"), relative to the development known as the Yuba Highlands Area Plan (hereinafter "Subject Property").

2. Owner has fully performed all its duties with respect to that portion of the Subject Property, which portion of the Subject Property is identified and described in **Exhibit A**, attached hereto and incorporated herein by this reference (hereinafter the "Released Property").

3. Pursuant to Section 4.1 of the Development Agreement, the Development Agreement is no longer in effect with respect to the Released Property.

**CITY OF NEWMAN**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**[NOTE: SIGNATURE MUST BE NOTARIZED]**

NOTARY

State of California  
County of \_\_\_\_\_

On \_\_\_\_\_, 20\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, personally known to me (or proved on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

*Notary Signature* \_\_\_\_\_

**WITNESS MY HAND AND OFFICIAL SEAL.**

**ORDINANCE NO. 2008-**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEWMAN  
APPROVING DEVELOPMENT AGREEMENT NO. 08-02 FOR  
MATTOS RANCH  
(SCM Hearthstone, LLC)**

WHEREAS, The Planning Commission held a Public Hearing on Thursday, August 18, 2008, to consider Mattos Ranch Development Agreement (DA) No. 08-02 for George and Marlene Souza; and;

WHEREAS, The Planning Commission provided a recommendation of approval on the proposed Development Agreement, in accordance with Section 6-11-8 of Newman Municipal Code; and

WHEREAS, The City Council conducted a Public Hearing on September 9, 2008 to consider and review the Mattos Ranch Development Agreement; and

WHEREAS, Notice of the Public Hearing before the Planning Commission and before the City Council was given in the time and in the manner required by State Law and City Code;

WHEREAS, The City Council finds the Mattos Ranch Development Agreement is consistent with the City of Newman General Plan and the Newman Neighborhood Specific Plan. State Law does not require a precise or exact match between this Project and the General Plan. To be consistent, a Project must be compatible with the plan's purpose and policies. This Project is in conformity with the Newman General Plan's objectives, policies, general land uses, and programs specified in the General Plan and the Newman Neighborhood Specific Plan; and

WHEREAS, This Development Agreement will not inhibit or obstruct the attainment of the Newman General Plan. The Council has independently reviewed the evidence and in its independent judgment has determined that the Development Agreement is consistent with the General Plan; and

WHEREAS, This Development Agreement would not directly result in any physical land use changes or impacts to the environment; and

WHEREAS, The City Council determines the best interests of the City of Newman and of its residents would be served by the approval of this Development Agreement; and

WHEREAS, The City Council has independently considered all evidence, including the conclusions and recommendations of Planning Commission of the City of Newman; and

WHEREAS, The City Council of the City of Newman hereby finds that said Development Agreement is consistent with the objectives, policies, general land uses, and programs specified in the Newman General Plan and the Newman Neighborhood Specific Plan; and

WHEREAS, The City of Newman determined that Environmental Review has been addressed

through the previously certified Final Environmental Impact Report (FEIR) for the Newman General Plan and the Expanded Initial Study prepared for the Mattos Ranch Subdivision. Section 15162 of CEQA guidelines specifies that no additional environmental work is needed where an EIR is prepared unless:

1. Subsequent changes to the project require important revisions; or
2. Substantial changes occur to the circumstances or settings; or
3. New information of substantial importance becomes available; and

WHEREAS, Staff is of the opinion that no circumstances, as outlined in Section 15162 exists and no further environmental documentation is required. Applicable mitigation measures are incorporated as conditions of approval. The proposed resolution includes statements which confirms that the previously certified Environmental Impact Report prepared for the Newman General Plan addresses CEQA pursuant to Section 15162 of the CEQA Guidelines; and

WHEREAS, In independently reaching this conclusion the City Council has considered all of the evidence, including the conclusions and recommendations of our planning department; and

WHEREAS, the City Council of the City of Newman finds that said CEQA Compliance has been addressed on the previously certified Environmental Impact Report and the Mattos Ranch Development Agreement will not be detrimental to the health, safety, and general welfare of persons residing in the immediate area nor detrimental to the general welfare of the residents of Newman as a whole; and

WHEREAS, In full compliance with CEQA the Newman City Council approved and adopted the Newman Neighborhood Specific Plan (“Specific Plan”) in May of 1994; and

WHEREAS, The Mattos Ranch Project envisioned both development within the Specific Plan area and the use of a Development Agreement by the developers; and

WHEREAS, The Development Agreement is consistent with the goals and policies of the Specific Plan; and

WHEREAS, The City Council has considered all of the evidence, including the conclusions and recommendations of our planning department; and

WHEREAS, The City Council of the City of Newman finds that said Development Agreement will not adversely affect the orderly development of property or the preservation of property values; and

WHEREAS, To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic costs of development, the Legislature of the State of California adopted Section 65864 et seq. of the Government Code (the “Development Agreement Statute”), which authorizes the City to enter into a development agreement with any person/entity having a legal or equitable interest in real property providing for the development of such property and

establishing certain development rights therein; and

WHEREAS, Pursuant to Government Code Section 65865(c), the City has adopted rules and regulations establishing procedures and requirements for consideration of development agreements. This Development Agreement has been processed, considered, and executed in accordance with those City rules and regulations; and

WHEREAS, The City has approved the Newman Neighborhood Specific Plan including all the studies, plans and documents approved at the time the Specific Plan was approved; and

WHEREAS, The Development Agreement has adhered to, and is consistent, with the requirements of the Development Agreement Statute; and

WHEREAS, The City finds the Developer has a legal or equitable interest in the property subject to the Development Agreement; and

WHEREAS, The City Council has considered all of the evidence, including the conclusions and recommendations of our planning department.

NOW, THEREFORE, BE IT ORDAINED By the City Council of the City of Newman as follows:

Section 1. The recitals above are true and correct, and the City Council hereby makes the findings set forth herein.

Section 2. The City Council of the City of Newman hereby approves the Mattos Ranch Development Agreement, Exhibit "A," and finds that said Development Agreement is consistent with the requirement of Government Code Section 65814, et seq.

Section 3. The Mayor and City Clerk of the City of Newman are authorized and directed to execute and record said Development Agreement.

Section 4. This ordinance is not intended to and shall not be construed or given effect in a manner that imposes upon the city or any officer or employee thereof a mandatory duty of care toward persons and property within or without the city so as to provide a basis of civil liability for damages, except as otherwise imposed by law.

Section 5. If any provision of this ordinance or application thereof to any person or circumstances is held invalid, such invalidity shall not effect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are severable. The city council hereby declares that it would have adopted this ordinance irrespective of the validity of any particular portion thereof.

Section 6. This ordinance shall become effective thirty (30) days after its final passage.

Section 7. Within fifteen (15) days after its final passage, the City Clerk shall cause this ordinance to be published in the West Side Index in accordance with Section 36933 of the Government Code.

The foregoing ordinance was introduced by Council Member \_\_\_\_\_ and the title thereof read at the regular meeting of the City Council of the City of Newman held on, September 9, 2008, and by a unanimous vote of the council members present, further reading was waived.

On motion of Council Member \_\_\_\_\_, seconded by Council Member \_\_\_\_\_, the foregoing ordinance was duly passed by the City Council of the City of Newman at a regular meeting thereof held on September 23, 2008 by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

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JOHN G. FANTAZIA  
Mayor of City of Newman

ATTEST:

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Michael E. Holland  
City Clerk

Honorable Mayor and Members  
of the Newman City Council

Agenda Item: **9.c.**  
City Council Meeting  
of September 9, 2008

**CONSIDER ADOPTION OF AREA OF BENEFIT AGREEMENT**

**RECOMMENDATION:**

Review and consider Resolution #2008-xx approving an Area of Benefit Agreement with SCM Hearthstone, LLC and authorizing the City Manager to execute same.

**BACKGROUND:**

In 2008, the City approved a Substitute Reimbursement and Settlement Agreement (SRSA) with SCM Hearthstone LLC. Article II of said agreement provides for the adoption of an Area of Benefit Agreement. The agreement provides "for City collect and remit to Developer certain irrigation improvement fees related to future development..."

**ANALYSIS:**

The majority of the terms of the Area of Benefit Agreement are set in the SRSA. The remaining terms have been requested by SCM Hearthstone, LLC.

The following are the specific terms of the agreement: (Parentheses denote source of term.)

- The duration of the agreement is ten (10) years. (SRSA)
- Developer shall be entitled to an annual simple interest rate equal to seven (7%) percent. (SRSA)
- The City shall be entitled to retain five (5%) percent of any such fee collected to offset its administrative and related costs. (SRSA)
- The City agrees to collect from owners of the Benefitted Parcels the AOB fees at the time said parcels are annexed to the City. (SCM Hearthstone)

**FISCAL IMPACT:**

Neutral. City costs associated with administration of the agreement will be reimbursement through the administration fees identified within the agreement. Cost associated with approval of said agreement shall be pay to City in advance of City approval.

**CONCLUSION:**

Within the previously negotiated Substitute Reimbursement and Settlement Agreement, the City agreed to 'use its best efforts to create the Benefit District...' The attached agreement has been prepared by SCM attorneys and reviewed City legal counsel and accurately reflects the terms to which the City previously agreed upon. The public notice was mailed to affected properties owners and all persons requesting City Council agendas. In compliance with State Law, the agreement and supporting documents have been available for public review. Staff respectfully submits the agreement for Council consideration.

Respectfully submitted,



Michael E. Holland  
City Manager

**RESOLUTION NO. 2008-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWMAN  
ESTABLISHING AN AREA OF BENEFIT, ADOPTING FEES, AND ADOPTING THE AREA  
OF BENEFIT AGREEMENT FOR REIMBURSEMENT FOR THE HEARTHSTONE  
RANCH AND SHERMAN RANCH PROJECTS.**

WHEREAS, Hearthstone Builders, Inc., a California corporation ("Hearthstone"), the predecessor in interest to SCM Hearthstone, LLC, ("Developer"), filed with the City of Newman ("City") Vesting Tentative Subdivision Map VTM-00-2 for development of the Hearthstone Ranch Subdivision ("Hearthstone Ranch"), which was approved by City Council Resolution 2000-1; and

WHEREAS, Hearthstone filed with City Vesting Tentative Subdivision Map VTM-99-1, as later modified by that certain Revised Vesting Tentative Subdivision map, for development of the Sherman Ranch Subdivision ("Sherman Ranch"), which was approved by City Planning Commission Resolution 99-01; and

WHEREAS, the City Council, by Ordinance No. 2004-03, approved that certain development agreement dated November 12, 2004 and executed by and between City and Developer, as the successor in interest to Hearthstone, pertaining to the development of Sherman Ranch; and

WHEREAS, Hearthstone Ranch and Sherman Ranch are herein jointly referred to as the "Projects"; and

WHEREAS, in developing the Projects, the City directed Developer to construct various facilities and improvements which are reimbursable by the City or will benefit other property owners for which Developer is entitled to pro-rata reimbursement for the cost of those facilities either by the City or by other developers and property owners; and

WHEREAS, Developer and City have entered into that certain Substitute Reimbursement and Settlement Agreement, dated May 1, 2007 (the "Reimbursement Agreement"); and

WHEREAS, the Reimbursement Agreement provides that Developer and City shall enter into a separate agreement (the "AOB Agreement") that will provide for City to collect and remit to Developer certain irrigation improvement fees (the "AOB Fees") related to future development benefitting from Hearthstone Ranch or Sherman Ranch projects; and

WHEREAS, the City and Developer desire to enter into said AOB Agreement to satisfy the terms of the Reimbursement Agreement with respect to the Area of Benefit, defined in Paragraph 2 below; and 511281-1

WHEREAS, Developer is entitled to irrigation improvement fees in the amount of One Hundred Seventy One Thousand Four Hundred Sixty Nine Dollars (\$171,469.00); and

WHEREAS, the City has the authority under the police power and the Subdivision Map Act (Gov. Code § 66485 *et seq*) to establish an area of benefit and impose pro-rata fees on property benefitted by the improvements; and

WHEREAS, the City has a duty under the Mitigation Fee Act (Gov. Code § 66000 *et seq*), to demonstrate that a reasonable relationship exists between the fee imposed and the purpose for which it was imposed; and

WHEREAS, the City and the Developer have negotiated the Reimbursement Agreement and the AOB Agreement in order to reimburse Developer for both the City reimbursable improvements and the additional improvements which will benefit other property owners; and

WHEREAS, on , the City Council convened a public hearing concerning the formation of an Area of Benefit consistent with the Reimbursement Agreement and the AOB Agreement; and

WHEREAS, the City Council finds as follows:

- A. There is a reasonable relationship between the amount of the fee per parcel and the cost of the facilities and improvements or portion of the facility or improvements attributable to the future development on which the fee is imposed. The fee per parcel is set forth on Exhibit B to the AOB Agreement.
- B. The fees collected pursuant to this resolution shall be used to reimburse Developer for the pro-rata share of the construction cost of facilities and improvements benefitting other property owners.
- C. The City Council has considered the AOB Agreement and project costs, and approves them, finding them a reasonable basis for calculating and imposing the pro-rata fees.
- D. The AOB Agreement is categorically exempt from environmental review pursuant to the California Environmental Quality Act Guidelines section 15061(b)(3).

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL, as follows:

1. The City Council finds and determines that the foregoing recitals are true and correct.
2. *Area of Benefit.* The City hereby forms an area of benefit for the purpose of imposition and collection of the AOB Fees (the "Area of Benefit") for certain irrigation improvements for those parcels as depicted on Exhibit A to the AOB Agreement, costs already borne by Developer and included as reimbursable expenses. The pro rata allocation of benefits is set out in Exhibit B to the AOB Agreement. Through the Area of Benefit, the City will collect fees from the benefitted properties. Those fees will reimburse Developer for the benefitted properties' pro rata portion of their improvements.
3. *Timing of Fee.* The AOB Fee shall be collected at the time the properties are annexed to the City.
4. *Amount of Fee.* The amount of the fee shall be as set forth in Exhibit B to the AOB Agreement. The improvements for which the AOB Fee is calculated were installed in . The amount of the fee shall be subject to annual adjustment based upon the cost of funds to the Developer. The City and Developer agree that the cost of funds is seven percent (7 %) per year simple interest. For the purpose of the AOB Agreement, the City and Developer stipulate that the reimbursable facilities and improvements were installed on January 1, 2008. The first annual adjustment shall take place on January 1, 2009.
5. *Use of Fee.* The fee shall be used solely to reimburse Developer for the construction of various facilities and improvements beyond the needs of the Projects and benefitting other property owners, as described in the attached AOB Agreement.

**AREA OF BENEFIT AGREEMENT**  
**(City of Newman - SCM Hearthstone, LLC)**

THIS AREA OF BENEFIT AGREEMENT (the "Agreement") is made effective as of \_\_\_\_\_, 2008 (the "Effective Date"), by and between the CITY OF NEWMAN, a California municipal corporation ("City"), and SCM HEARTHSTONE, LLC, a California limited liability company ("Developer"). City and Developer are sometimes collectively referred to herein as the "Parties" or singularly as a "Party" or by their individual names.

**RECITALS**

WHEREAS, Developer and City have entered into that certain Substitute Reimbursement and Settlement Agreement, dated May 1, 2007 (the "Reimbursement Agreement");

WHEREAS, the Reimbursement Agreement provides that Developer and City shall enter into a separate agreement that will provide for City to collect and remit to Developer certain irrigation improvement fees (the "AOB Fees") related to future development benefitting from Hearthstone Ranch or Sherman Ranch projects;

WHEREAS, the Parties desire to enter into said separate agreement to satisfy the terms of the Reimbursement Agreement with respect to the Area of Benefit, defined below;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City and Developer hereby agree as follows:

**AGREEMENT**

1. Recitals. The factual Recitals set forth above are incorporated into the body of this Agreement as if set forth in full.
  
2. Terms of Reimbursement. This Agreement is entered into by the Parties in accordance with the terms and conditions of Article II the Reimbursement Agreement and the terms and conditions set forth herein.
  
3. Benefitted Parcels. The Parties hereby agree that the parcels identified by Assessor's Parcel Number on the attached Exhibit A are the parcels that benefit from the irrigation improvements installed in connection with the Hearthstone Ranch or Sherman Ranch projects and thereby comprise the Benefitted Parcels.

4. Reimbursement. The City hereby agrees to collect from the owners of the Benefitted Parcels the AOB Fees as identified on the attached Exhibit B at the time said Benefitted Parcels are annexed to the City. The AOB fees collected from the Benefitted Parcels shall be remitted to Developer on a quarterly basis, inclusive of interest at the annual simple rate of seven percent (7.00%), for a period not to exceed ten (10) years from the creation of the Area of Benefit. The City shall be entitled to retain five percent (5.00%) of any such fees collected to offset its administrative and related costs.
5. Term of Agreement. This Agreement shall terminate when the City has reimbursed Developer of all AOB Fees as specified in this Agreement or ten years from the creation of the Area of Benefit, whichever shall occur first.
6. Indemnification of City. Developer shall defend and indemnify City, and City's officers, employees, agents, representatives, successors and assigns, and each of them, from and against any and all liabilities, costs and expenses incurred by City in relation to or arising from any actual or threatened legal challenge (i) to the formation or attempted formation of an area of benefit established for the purpose of imposition and collection of the AOB Fees (the "Area of Benefit"), (ii) to the imposition or collection of the AOB Fees on properties within the Area of Benefit, or (iii) from any and all other matters in any way related to the Area of Benefit or the AOB Fees.
7. No City Liability. City shall use its best efforts to create the Area of Benefit described herein; provided, however, should City be unable to create the Area of Benefit or should a court of competent jurisdiction invalidate the formation of the Area of Benefit or the imposition of (or any part of) the AOB Fees, City shall be relieved of any and all obligations, liabilities, costs and expenses related in any way to the invalidated Area of Benefit or AOB Fees and Developer shall indemnify, defend and hold City harmless against the same.
8. Binding Effect. This Agreement is for the benefit of and shall be binding upon all parties and their respective successors, heirs, executors, administrators, assigns and successors in interest.
9. Assignment. This Agreement may be assigned by either Party with the prior written approval of the non-assigning party, which shall not be unreasonably withheld.
10. Signing Authority. The individuals signing this Agreement represent and agree that they have full and actual authority to bind their respective parties to this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

**DEVELOPER**

**CITY**

SCM HEARTHSTONE, LLC,  
A California limited liability company

CITY OF NEWMAN,  
A California municipal corporation

By: \_\_\_\_\_  
Steve C. Mothersell, President

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT A**  
**BENEFITTED PARCELS**

**Assessor Parcel Number (APN)**

026-042-005

026-042-006

026-043-009

**EXHIBIT B**  
**AOB FEES**

<b><u>Assessor Parcel Number</u></b>	<b><u>Footage of Parcel Frontage on Sherman Parkway</u></b>	<b><u>Percentage Benefit</u></b>	<b><u>AOB Fees</u></b>
026-042-005	441.94	12.80%	\$21,948.03
026-042-006	516.57	14.96%	\$25,651.76
026-043-009	2494.00	72.24%	\$123,869.21

\* Based on irrigation improvement reimbursement amount of \$171,469.00

6. *Judicial Action to Challenge this Resolution.* Any judicial action or proceeding to attack, review, set aside, void, or annul this resolution shall be brought within 120 days of the date of adoption of this resolution.
7. *Area of Benefit Agreement.* The City Council hereby approves the AOB Agreement and authorizes the City Manager to execute the Agreement on behalf of the City. The AOB Agreement is attached to this Resolution as Exhibit 1.
8. *Severability.* If any provision or clause of this resolution or the imposition of a fee under the terms of the Reimbursement Agreement and the AOB Agreement shall be held invalid, such an invalidity shall not affect the other provisions of this resolution or other fees levied by this resolution which can be given effect without the invalid provisions or application of fees, and to this end the provisions of this resolution are declared to be severable.
9. Paragraph 7 of this resolution shall take effect immediately. Otherwise, this resolution shall take effect sixty (60) days after its passage, pursuant to Government Code Section 66017(a).

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Newman held on the 9<sup>th</sup> day of September, 2008, by Council Member \_\_\_\_\_, who moved its adoption, which motion was duly seconded and it was upon roll call carried and the resolution adopted by the following roll call vote:

AYES:  
NOES:  
ABSENT:

APPROVED:

\_\_\_\_\_  
John Fantazia, Mayor

ATTEST:

\_\_\_\_\_  
Deputy City Clerk



**City of Newman  
City Manager's Office  
Memorandum**

**Date: September 4, 2008**

**To: City Council**

**From: Michael E. Holland, City Manager**

**Subject: Agenda Item #10a – Approve/modify Phase II Blueprint outcomes.**

Attached for your review is a copy of the staff report prepared by Mr. Lark Downs of StanCOG. Mr. Downs will present the “Moderate Change 2050” Conceptual Growth Scenario to the Council through a Powerpoint presentation. This scenario received the largest number of votes during the recent Outreach Workshops conducted in Newman and other countywide communities.

The StanCOG Policy Board will review and consider this item during their October 2008 meeting. Therefore, staff is requesting the Newman City Council approve and/or modify Phase II outcomes and forward said recommendation to the StanCOG Policy Board.



TO: Newman City Council

**Staff Report**  
**Motion**

THROUGH: Vince Harris, Executive Director

FROM: Lark Downs, Sr. Planner

DATE: August 12, 2008

SUBJECT: San Joaquin Valley Blueprint – Approve /Modify Phase II Outcomes  
for Submittal to the StanCOG Policy Board

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**Recommendation:**

Approve and/or modify the “Moderate Change 2050” Conceptual Growth Scenario as the Stanislaus County Preferred Scenario for submittal to the StanCOG Policy Board for their review and consideration.

**Description of “Moderate Change 2050” Conceptual Growth Scenario**

During the Blueprint Phase II Community Outreach Workshops, the Moderate Change 2050 Conceptual Growth Scenario received the highest number of votes (73) from among the four options. The Moderate Change 2050 scenario is designed to fully implement the principles of “smart growth” promoted in the Blueprint planning process while maintaining the unique character of Stanislaus County out to the year 2050.

At present, medium and high density housing options account for 9% of all residential development. Under the mixed use housing options of the Moderate Change 2050 Growth Scenario, future medium and high density housing would increase to 27% of all new residential development. Greater transit opportunities, both local and inter-regional, are also included in this scenario.

The approval of the Moderate Change 2050 Growth Scenario would put Stanislaus County in a positive position regarding the potential passage of SB 375, the pending State legislation that would require each metropolitan planning region to have a “Sustainable Communities Strategy” in place in order to obtain

certain regional planning and funding advantages. (see Attachment D for a summary of SB 375)

The Moderate Change 2050 scenario is designed to fully implement the concepts and "smart growth" prescriptions of the Blueprint planning process and is consistent with other regional planning activities like the Metro Rural Loop Study in Fresno County and the Economic and Transportation scenario of Kings County.

**Purpose:**

The purpose of Phase II of the Blueprint Planning process is the selection of a Stanislaus County growth scenario that will be used in the development of the Blueprint Valley-wide Scenarios.

**Background:**

**What is the Blueprint?**

The eight San Joaquin Valley Metropolitan Planning Organizations (MPOs) have agreed to embark on the Blueprint planning process as the result of an increased focus on the need for cooperation at the regional level; especially in the pursuit of finite transportation funding that is frequently allocated to other regions of the state. In recent years, this approach has become manifest in a number of new regional initiatives and committees such as the California Partnership for the San Joaquin Valley and the San Joaquin Valley Policy Council.

The Blueprint process is designed to assist local agencies in planning for future growth out to the year 2050, incorporating the addition of alternative modes of transportation and land uses that reflect "smart growth." Essential to the development of alternative modes, such as light rail, bus rapid transit and an expanded regional transit network, is the implementation of higher densities and mixed use development in both existing urban centers and prospective new cities.

The Blueprint scenario planning tasks that StanCOG staff has conducted so far offers several options for new housing densities and upgraded transportation networks based on key performance indicators such as carbon dioxide emission levels, population density, and water and energy consumption. All four scenarios are based on the general plan data provided by city and county planning departments and are conformed to the zoning, land use and sphere of influence boundaries contained in those local agency plans.

Fundamentally, the Blueprint does not override or supersede existing general plans or local agency land use decision-making authority. While StanCOG anticipates that local agencies in agreement with the Blueprint Guiding Principles would endorse the smart growth principles embodied in the Stanislaus Region selected scenario, local agencies will retain control over the implementation of

the Blueprint and all decision making power over the planning policies used to achieve the desired outcomes by 2050. Since smart growth planning is already being embraced by local agency planning departments, current planning exercises are likely to implement many of the same ideas included in the Blueprint.

### **What have we done?**

The first phase of the Blueprint planning process took place in early 2007 as StanCOG staff conducted fourteen (14) Vision and Values workshops in the Stanislaus Region. The workshops gave Stanislaus County residents the opportunity to develop Guiding Principles for the Stanislaus County region as it grows to the year 2050.

A summary of the Vision Statement and Guiding Principles developed through these workshops are included in Attachment A. In all, 439 Stanislaus residents participated in the Phase I Community Workshops.

Phase II Community Workshops were conducted in June and July of 2008. Fourteen (14) Blueprint community outreach workshops were again conducted in all nine cities and in the unincorporated areas of Stanislaus County. Staff presented four alternative scenarios; Baseline 2050, Some Change 2050, Moderate Change 2050, and Major Change 2050 (see Attachment B), to the workshop attendees who were then asked to comment on, and vote, for the scenario that most closely reflected their individual 2050 preferred vision for the San Joaquin Valley. The Phase II Final report summarizes voting, with the Moderate Change 2050 Scenario receiving the most votes.

- Priority Ranking of Blueprint Guiding Principles
  - a. Education – 163 votes
  - b. Land Use – 160 votes
  - c. Economy – 148 votes
  - d. Transportation/Communication – 143 votes
  - e. Environment – 136 votes
  - f. Public Safety – 114 votes
  - g. Community – 85 votes
  - h. Government – 58 votes
  
- Priority Ranking of Conceptual Growth Scenarios
  - a. Moderate Change 2050 – 73 votes
  - b. Major Change 2050 – 60 votes
  - c. Some Change 2050 – 21 votes
  - d. Baseline 2050 – 4 votes
  - e. Other – 4 votes

### **Discussion:**

**What are we doing today?**

At their July 9, 2008 meeting, the StanCOG Policy Board directed staff to present Blueprint Phase II Community Workshop results, including the alternative growth scenarios, to each City Council and the Board of Supervisors for approval and/or any modifications that they deem necessary. Upon approval and/or modification by each City Council and the Board of Supervisors, the approved/modified Phase II Final Report and city/County approved/modified alternative growth scenarios will be presented to the StanCOG Policy Board for review and consideration at their October 8, 2008 meeting.

The action of "selecting" a preferred scenario for the valley-wide Blueprint does not constitute an adoption of the Blueprint itself. Rather, the selection of a preferred scenario will feed into the larger Valley-wide Blueprint and will be incorporated into a San Joaquin Valley-wide Blueprint, which will include the locally identified scenarios from each of the eight San Joaquin Valley counties. By selecting a preferred scenario for Stanislaus County, each City, Stanislaus County, and the StanCOG Policy Board is indicating to the Valley-wide group what land use densities and transportation options we would like to see included in the Valley-wide Blueprint for the year 2050.

### **Status of Valley-wide Blueprint Scenario Selection Process**

<u>County</u>	<u>Status</u>
Merced	Adopted in May
Fresno	Adopted in May
Tulare	Adopted in May
Madera	Adopted in July
Kern	Adopted in August
Kings	Scheduled for Policy Board action in August
San Joaquin	Scheduled for Policy Board action in August
Stanislaus	Scheduled for Policy Board action in October

### **City of Newman General Plan – Blueprint Consistency**

It is important that the Blueprint Guiding Principles compliment each City's and the County's General Plan Goals, Policies and Objectives. Each of the City of Newman's current General Plan Goals has been reviewed to ensure consistency between each of the planning documents.

### **Where are we going?**

Once all eight San Joaquin Valley counties have selected a preferred conceptual growth scenario, they will be combined to form one of the "valley-wide" scenarios. In addition to each county's preferred scenario, three additional Valley-wide scenarios will be developed in consultation with the Blueprint project managers from each county, and the Blueprint Regional Advisory Committee

(BRAC). The preferred alternative selected by each County will be the foundation for these three additional growth scenarios.

All five Valley-wide growth scenarios will be reviewed and evaluated by the Blueprint project managers, the BRAC, and the Professional Planners Working Group (comprised of city and county Planning Directors throughout the San Joaquin Valley). Upon completion of this evaluation, a Valley-wide preferred growth scenario will be drafted and returned to each County for review and approval. At this point, each City Council and the Board of Supervisors will review and recommend approval and/or modifications to the StanCOG Policy Board. (See Attachment C)

After local approval, the preferred Valley-wide growth scenario will be the center piece of the San Joaquin Valley Regional Summit tentatively scheduled for January 30, 2009 at the Fresno Convention Center. At the Summit, attendees will be asked to review and comment the Valley-wide scenario. All comments from the Summit will be summarized and, if appropriate, will be included in the Valley-wide preferred scenario that will be presented to the San Joaquin Valley Policy Council for approval.

Upon approval by the San Joaquin Valley Policy Council, the Valley-wide preferred growth scenario will go to each City Council, Board of Supervisors, and the StanCOG Policy Board for final local approval.

### **Additional Option**

#### **Withdrawal from the Blueprint planning process**

As a final option, the StanCOG Policy Board could choose to end its participation in the San Joaquin Valley Blueprint process at this time. The Blueprint planning process is voluntary and could be resumed in the future once all of the ramifications of the Blueprint are known. A number of bills affecting the planning, operation and infrastructure regional planning agencies and municipalities are currently under debate in the California legislature, and it may be advantageous to wait and see how they wash out before committing to the Blueprint.

There are a few potential downfalls to this option. First of all, the state has taken an interest in the Blueprint process, and it may reflect badly on Stanislaus County from a state perspective if it is the only county in the San Joaquin Valley to cease participation. The county could lose out on potential Blueprint associated state funding for transportation infrastructure designated for the San Joaquin Valley or if legislation (SB 375) is passed requiring a Blueprint for consideration of certain state fund sources (STIP). Ultimately, it is local acceptance of the Blueprint process that will make it a worthwhile endeavor.

## Attachment A

### *Stanislaus County Blueprint*

## Our Vision for the Year 2050

*Establishment of a comprehensive innovative planning process that will accomplish our core values, and assure a superior quality of life, prosperity, equality, and economic opportunity for future generations.*

### Community

**Stanislaus County will contain diverse, interesting, and unique social and cultural characteristics that strengthen the bonds within and between our communities, preserve local identity, foster regional pride and enhance quality of life.**

#### Actions

By facilitating the exchange of goods, services, and ideas, the cities and County of Stanislaus will support local and regional cultural, library, recreation, parks and other facilities.

### Environment

**All public and private improvements and investments will, to the extent feasible, conserve natural resources by maximizing the use of renewable resources while minimizing the rate of consumption on non-renewable resources.**

#### Actions

The cities and County of Stanislaus will protect and enhance the environment by:

1. Restoration of riparian environments and preservation of river corridors for public access and use, including regional park facilities and trail systems.

2. Ensuring that environmental policies affecting the region are developed with the involvement of local governments in Stanislaus County.
3. Protection, conservation and development of water resources for local domestic use and irrigation.
4. Supporting a planning process that is committed to providing clean air to the region.
5. Protection of wildlife from negative impacts associated with growth.

## Land Use

**We will seek to balance population growth, the need to preserve non-renewable resources, including the best agricultural lands, and promote economic development opportunities. Community identity will be maintained and enhanced through this balance.**

### Actions

The cities and County of Stanislaus will adopt general plans, policies and agreements that will achieve the following:

1. More compact and clearly defined urban boundaries that avoid unnecessary conversion of farmlands
2. Protection of farmland outside the urban boundaries.
3. Expansion of city limits to include urbanized unincorporated areas that are substantially surrounded by a city.
4. Compact urban development which encourages redevelopment or blighted areas, "in fill" development of vacant and underutilized land, and a variety of affordable housing.
5. Urban limit lines, providing for areas of open space, agriculture, very low density, rural development, or green belts in which urban development cannot occur.
6. Tax and revenue policies that will support and encourage good land use decisions.
7. Transportation policies that will support and implement the land use vision.

8. Recognize agriculture/farming as an industry with great economic value in addition to the distinctive landscape/greenscape that it provides Stanislaus County.

## Economy

**The cities and the County of Stanislaus will mutually support efforts that create a dynamic and diverse economy. We should seek to broaden economic opportunities for our residents.**

### Actions

1. The cities and County of Stanislaus will foster economic growth and develop a diversified economic base which provides maximum employment opportunities and jobs/housing balance, including:
  - a. Stanislaus County serving as a hub for large-scale business and financial services such as agribusiness and other regional-serving facilities in the northern San Joaquin Valley. The economic strength of Stanislaus County will be enhanced by a strong central city.
  - b. New jobs and training opportunities in a variety of industries at all wage levels.
  - c. An adequate supply of housing in diverse price ranges for all residents of the County.
  - d. A competitive workforce prepared to meet the needs of a world class economy.
  - e. A tourist destination attraction highlighting the region's major products and natural resources.
  - f. Regional retail commercial centers along Highway corridors in urbanized areas
  - g. Expansion of other economic sectors which are compatible with agriculture.
  - h. Development of freeway-oriented industrial and commercial uses in the I-5 corridor at the Westley, Patterson, Crows landing, and Newman interchanges to provide expanded employment centers for residents of Stanislaus County.

- i. Conversion of rural areas into large urban residential communities will be avoided. New residential development will be located within incorporated cities, Salida, Diablo Grande and other existing planned development communities.
2. The cities and County of Stanislaus will develop policies to maintain a strong agricultural economy including:
  - a. Preservation of farming, food processing and agricultural business services.
  - b. Ongoing research and analysis of the agricultural industry in order to sustain it as a major economic engine and source of employment.
3. The cities and County of Stanislaus will adopt policies and practices to take full advantage of advances in communication and technologies including:
  - a. Establishment and maintenance of a state-of-the-art communications network serving all areas of the county.
  - b. Use of technology to engage citizens more actively in public issues and to improve inter-agency communication.
  - c. Establishment of sites and services to attract technology-based business.

## **Transportation/Communication**

**We will promote an efficient, integrated, well maintained, progressive multi-modal regional transportation and communication system.**

### Actions

The cities and County of Stanislaus will develop and maintain a regional transportation system that will include the following:

1. A countywide expressway system with connector roads to provide access to other regions and to enhance mobility within Stanislaus County.

2. An efficient, well coordinated countywide public transportation system. Bicycle and pedestrian trails linking neighborhoods and regional bikeways using existing rights of way.
3. Development of the Crows Landing Airfield, including air cargo facilities to expand the market for Stanislaus County agricultural products.
4. Enhancement of major regional air passenger service at the Modesto Airport.
5. A system of rail passenger services including inter-urban light rail and access to interregional commuter rail services.

## Education

**We will promote attainable education for everyone and develop opportunities to stimulate to mind, strengthen the body and inspire the spirit.**

### Actions

All the educational institutions of Stanislaus County will provide:

1. Facilities that will adequately accommodate the growth in student population.
2. Pre-school and childcare facilities that address the needs of both parents and children
3. An education at all levels taught by competent and qualified instructors for the student to achieve academic success or to exercise choice whether it be occupational, vocational, apprentice, or literary training programs as options for career success.
4. A workforce capable of meeting the needs of employers by providing graduates with core skills, a proper work ethic, and the ability to learn new skills.
5. Affordable and accessible continuing education programs for adults.
6. Academically-competitive college/university preparatory students who gain admission to the nation's best schools.
7. A safe environment on all campuses in compliance with existing law.

## Government

**Elected officials and government employees will be: accessible and responsible; hold public resources and processes in trust; and act as stewards of public and natural resources for present and future residents.**

### Actions

1. The cities and County of Stanislaus will collaborate in conducting the public's business, including:
  - a. Developing service delivery strategies such as contracting out or consolidating duplicated services in cases where benefits to customer, efficiency, effectiveness, and accountability would be realized. These services would be provided in an efficient and reliable manner for all sections of the county, including rural communities.
  - b. Agreement on a countywide framework for implementation of the Land Use and Transportation visions.
  
2. The cities and the County of Stanislaus will be sustained by reliable funding sources for essential public services, and will collaborate to establish revenue investment agreements among cities, special districts, and the County which:
  - a. Encourage cooperation on economic development projects of benefit to the entire region.
  - b. Encourage land use decisions that support the implementation of the Land Use, Economy, Transportation and Environment visions.
  - c. Address differences in financial capacity while providing sufficient resources to meet basic responsibilities.
  
3. A broad based regional financing system for regional serving capital projects (transportation, recreation, cultural facilities, and flood control projects).

## Public Safety

**Law enforcement, fire and life and safety service agencies will provide all residents with the highest quality service possible. Public safety agencies will collaborate to**

**provide safe, tranquil and secure communities; free from disruptive, illegal, and/or illicit activities through efficient and balance service delivery.**

### Actions

#### Law Enforcement

1. Law enforcement will establish minimum standards for entry, retention, development, advancement and education of law enforcement personnel.
2. Law enforcement will adopt a policing strategy focused on the individual needs of communities. There will be an emphasis on solving problems at their root, as opposed to reacting only to the symptoms. Prevention will be as important as reacting to problems and community involvement will be key to long-term change.
3. Interagency radio communications will be coordinated to allow direct contact between working level officers. Initially, radio channels must be coordinated to allow patches via dispatch centers. An integrated radio center must be developed, in the long term, to allow unrestricted communication between all agencies.
4. Information sharing and data management must be in a form that allows full sharing and access by all Stanislaus County agencies.
5. Countywide crime analysis capability will be developed to gain a strategic crime fighting advantage and to improve resource utilization.
6. Agencies will develop formats that will allow for the implementation of task forces and working committees that will address common concerns and public safety issues. Examples are drugs, gangs, financial crimes and other problems that transcend jurisdictional lines.
7. Recruitment and personnel development will be a shared objective for Stanislaus County law enforcement. An emphasis will be placed on ensuring that the make-up of each agency adequately represents the communities served.
8. Stanislaus County law enforcement agencies will manage for the future, anticipating changes in law, technology, societal attitudes, demographic changes and changing service demands.

#### Fire and Life Safety

1. Fire districts, cities, county, hospitals and emergency response organizations will adopt integrated, collaborative and multi-disciplinary planning to ensure that all citizens are served in an equitable, efficient, and effective manner.
  - a. Strive for a “seamless” emergency response system regardless of jurisdictional boundary that considers availability, and closest resource.
  - b. Pursue those organizational and jurisdictional changes that make financial and operational sense.
  - c. Establish minimum standards that can be measured against the best practices in the industry.
  - d. Establish a collaborative process for distributing the cost of providing service to the jurisdictions, organizations, and agencies that use the services.
  
2. Fire districts, cities and county will ensure the safety of its citizens through adoption of fair and reasonable fire and safety codes and ordinances and by embracing the technological advances in fire detection and automatic suppression systems.
  - a. Strive to achieve uniformity in the adoption and application of codes and regulations throughout the districts, cities, and county without regard to jurisdictional boundary lines.
  - b. Continue to emphasize customer service, one-stop assistance, and a reasonable balance between public safety and economic development.
  - c. Work in concert with other regulatory agencies (Building, Planning, and Environmental Resources) to develop a broad-based approach to public safety planning and regulation.
  - d. Embrace the long-term benefits that can be achieved by including automatic fire detection and automatic fire suppression systems in new buildings.
  
3. Fire districts, cities and county are committed to enhancing their value by becoming “all-risk” emergency service providers.
  - a. Continue to develop specialized capabilities with the public safety area including hazardous materials mitigation, technical rescue teams, domestic preparedness planning, incident command teams, and basic and advanced medical first responder programs.

- b. Continue to develop and enhance relationships with public and private agencies and organizations involved in providing public safety services.

## Attachment B

### Description of Stanislaus County Blueprint Conceptual Growth Scenarios

#### **1. Baseline 2050**

The Baseline 2050 scenario projects growth in Stanislaus County out to 2050 based on recent trends in land use, housing densities, and transit options. The densities of new residential developments and intensity of employment uses were kept at the levels of prevailing trends. The Baseline 2050 scenario was developed using current member agency general plans as its foundation.

The selection of the Baseline 2050 scenario represents the opinion that current growth trends in Stanislaus County are desirable and will not adversely affect the quality of life in the county out to the year 2050. This may be an attractive option if Stanislaus County desires to continue participation in the Blueprint process while making no commitments to changing land uses or transportation patterns.

#### **2. Some Change 2050**

The Some Change 2050 scenario assumes that the Stanislaus County region desires to implement some aspects of “smart growth” by the year 2050 without radically changing housing densities or transportation mode choices. The demand for different housing types would shift slightly toward higher densities (18% of new development would be medium or high residential housing versus the current 9%). In addition, residential lot would decrease slightly. An enhanced regional transit system based upon the existing transit network is also included in this scenario. Preservation of agricultural lands and environmentally sensitive areas is given more consideration than in the Baseline 2050 scenario.

The StanCOG Policy Board may conditionally select the Some Change scenario as its preferred scenario if it desires to embrace some of the elements of the Blueprint planning process without diverging completely from recent trends in land use and transportation planning. This option may give StanCOG the opportunity to “test the waters” of the Blueprint, and wait to see if the state of California develops Blueprint requirements before making a greater commitment to the process.

#### **3. Moderate Change 2050**

During the Blueprint Phase II Community Outreach Workshops, the Moderate Change 2050 Conceptual Growth Scenario received the highest number of votes (73) from among the four options. The Moderate Change 2050 scenario is designed to fully implement the principles of “smart growth” promoted in the Blueprint planning process while maintaining the unique character of Stanislaus County out to the year 2050.

At present, medium and high density housing options account for 9% of all residential development. Under the mixed use housing options of the Moderate Change 2050 Growth Scenario, future medium and high density housing would increase to 27% of all new residential development. Greater transit opportunities, both local and inter-regional, are also included in this scenario.

The approval of the Moderate Change 2050 Growth Scenario would put Stanislaus County in a positive position regarding the potential passage of SB 375, the pending State legislation that would require each metropolitan planning region to have a "Sustainable Communities Strategy" in place in order to obtain certain regional planning and funding advantages.

The moderate change scenario was designed to fully implement the concepts and "smart growth" prescriptions of the Blueprint planning process and is consistent with other regional planning activities like the Metro Rural Loop Study in Fresno County and the Economic and Transportation scenario of Kings County.

#### **4. Major Change 2050**

The major change scenario offers the most significant change in residential housing densities for Stanislaus County out to the year 2050, increasing the percentage of county residents in medium and high density housing from the current 9% to 36%. While future overall housing densities increase, there is a considerable decrease in the percentage of residents living in rural residential and agricultural residential housing. Public transit is further developed throughout the region, with the potential for a light rail system connecting cities and employment centers. The preservation of agricultural land and environmentally sensitive land is given the highest consideration in the major change scenario.

The major change scenario represents a shift in land use planning that goes above and beyond the baseline set by the Blueprint. The selection of this scenario by StanCOG would indicate that Stanislaus County is ready to fully embrace the Blueprint and radically change the way that new development will be planned.

# **Attachment C**

## **San Joaquin Valley Blueprint**

### **Schedule – Flowchart**

Local Boards Local Boards



San Joaquin Valley Policy Council

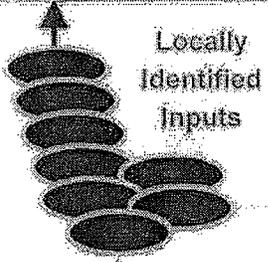
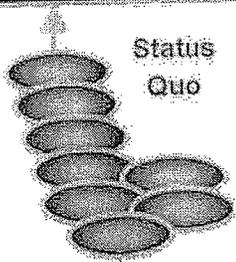


San Joaquin Valley Regional Summit

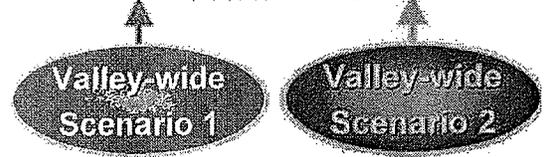
Local Boards Local Boards

Local Boards Blueprint Team Local Outreach BRAC

Evaluate Scenarios



Combine all eight individual County's local inputs



Professional Planners BRAC

UC Davis/COG Staff

BRAC

Professional Planners

Local Boards Local Boards

Local Outreach (Preliminary Local Growth Options)

## **Attachment D**

### **Summary of SB 375**

# SUMMARY OF THE DEAL POINTS OF SB 375

## I. OUTLINE: THREE SECTIONS OF SB 375

SB 375 is long and complex. It deals with multiple issues. But this complexity is necessary to the extent that it is seeking to align three separate regional planning processes. To offset some of this complexity, it's helpful to think about the bill in the following three "buckets:"

1. GHG Planning Process
2. CEQA Benefits
3. RHNA Alignment

The memo summarizes the bill within each of these buckets. It also adds an "Odds-n-Ends" section to cover a couple of additional points. Finally, this description does not summarize every clause or amendment. It is merely reviews the main deal points.

## II. GHG PLANNING WITHIN REGIONAL TRANSPORTATION PROCESS

- **Scope.** The bill applies to the state's 17 metropolitan planning organizations (MPOs).
- **Target Committee to Advise CARB.** A Regional Targets Advisory Committee will recommend protocols for setting GHG reduction targets for the regions. The League, CSAC and "planning organizations" are included in the committee's membership.
- **Plan to Achieve the Target.** Planning for GHG reductions occurs in one of two ways depending on whether the land use baseline used in the regional transportation plan (called the "Sustainable Communities Strategy" or "SCS") will achieve the target. If yes, then no further planning is necessary. If no, the region submits a separate "Alternative Planning Strategy" (APS) that shows how the target could be achieved.
- **Specific Outreach to Local Elected Officials.** The MPO must hold at least two workshops for local officials, or just one workshop if attended by a majority of agencies representing a majority of the population of the region. These workshops are specifically for the local elected to comment and share concerns.
- **Stakeholder and Public Participation.** There are three key opportunities for input. First, the process for setting a specific regional target includes a workshop within the region and an extended period of information exchange between the California Air Resources Board (CARB) and the region. Second, before the development of a draft SCS/APS, the MPO must hold three workshops within each county. And third, once completed, the draft SCS/APS must be circulated for at least 90 days and the MPO must hold three public hearings in different parts of each region.

- ***Certification of Plan by CARB.*** The region submits the SCS or APS to CARB for certification. The board may certify that the plan is sufficient to meet the target or reject it. If rejected, the board must provide its reasoning. No conditional approvals.
- ***No Mandatory Allocations.*** The planning priority provisions in 65080(b)(2)(F)), which have been criticized as creating “concentric circles,” have been eliminated. The regions need only “gather and consider” information about important resources and farmlands, but there is no requirement to act.
- ***RHNA Consistency; General Plan Consideration.*** In addition to projecting growth patterns for the next 20 years (current law), the SCS/APS must account for the RHNA allocation. It also must consider all current general plans.
- ***Environmental Resources.*** The definitions of resource areas and farmlands have been narrowed. The description of habitat areas is eliminated and replaced by the phrase “biological resources” as defined in Appendix G of the CEQA Guidelines. These resources need only be gathered and considered as part of the RTP process.

### **III. CEQA BENEFITS for CONSISTENCY with GHG TARGET**

- ***New Exemption from Analyzing GHG Emissions from Cars and Light Trucks.*** A residential or mixed use residential project that is consistent with a CARB-certified SCS/APS need not analyze GHG emissions caused by cars and light trucks. A “mixed use residential project” is 50% residential in infill areas, and 75% elsewhere.
- ***Growth Inducing and Cumulative Impacts Related to Traffic.*** Residential and mixed use residential projects (as defined above) that are consistent with the SCS/APS need not address growth inducing or cumulative impacts from cars and light trucks generated by the project or regional transportation network.
- ***Reduced Density Alternative Need Not Be Analyzed.*** Environmental documents are not required to analyze reduced density as an alternative to address the effects of cars and light duty trucks generated by the project on global warming or the regional transportation network or to address growth inducing impacts.
- ***Regional Transportation Network Defined.*** Includes all existing and proposed transportation improvements in the transportation and air quality conformity modeling within the RTP. However, projects must still comply with any conditions, exactions, or fees for the mitigation of the project’s impacts on the regional transportation network or local streets and roads.
- ***\* Transit Priority Projects.*** Transit Priority Projects are defined to be projects that are consistent with the SCS/APS, are at least 50 percent residential, have a density of at least 20 units per net acre, and are within a half mile of a transit corridor that has a

minimum 15 minute service at peak times. These projects are entitled to either a CEQA exemption or streamlined analysis as provided below: (Earlier versions required the local agency to bring its entire general plan into conformance before this relief could be sought, that requirement has been struck.)

- \* ***CEQA Exemption.*** Projects that meet this standard, are smaller than 8 acres and 200 units, and meet a number of other environmental thresholds (e.g., no habitat, wetlands, comply with green building standards to name a few) and at least 20 percent of the units are affordable to moderate income purchasers or set aside open space at a ratio of 5 acres per 1000 people are exempt from CEQA.
- \* ***SCS/APS Environmental Assessment.*** Projects that are not exempt nevertheless qualify for a streamlined CEQA process when the following three conditions are met: (1) consistent with the SCS/APS; (2) where an EIR on the regional transportation network has been completed; and (3) the project incorporates all mitigation measures from all applicable environmental documents. The abbreviated process, among other things, allows the initial study to focus on project specific impacts, exempts any analysis of cumulative or growth inducing impacts consistent with the SCS/APS, and allows a shorter comment period.
- \* ***Traffic Mitigation Streamlining.*** Local agencies can adopt a set of traffic mitigation measures for projects that are at least 10 units per acres and 75% residential. Once adopted, the project need not comply with any other traffic mitigation measures. The agency must update the mitigation measures every five years.

*\* These provisions are in a separate mock up document. They are similar to the provisions that are already in print. The main change is that they apply when a specific project is consistent with the SCS/APS, instead of the entire general plan.*

#### **IV RHNA ALIGNMENT**

- ***SCS/APS Consistency.*** RHNA Allocation must be consistent with SCS/APS (though every community will get at least some allocation to further the fair share principle).
- ***8 Year Timing and Plan Alignment.*** RHNA planning period extended from 5 to 8 years. The Council of Governments (COG) distributes RHNA at beginning of planning period, which is same time that development pattern for RTP and SCS/APS is established. Thus, three planning processes are aligned.
- ***Self Certification.*** The current process that allows a local agency to certify that their housing element is still recognized in the law.
- ***Failure to Submit a Housing Element Penalty.*** Local agencies that fail to submit a valid housing element or do not self certify are subject to a four year review cycle.

- **Zoning Deadlines.** Housing element due to HCD one year into the planning period. All zoning must be complete within 3 years later, beginning when the local agency has received final comments from HCD.
- **One Year Extension to Zone.** A one year extension is available to local agencies upon making one of the following three findings and completing 75% of the zoning in their program: (1) laws, actions, or omissions of other governmental entities prevent local agency from adopting zoning; (2); infrastructure constraints or deficiencies prevent the establishment of zoning standards; (3) accommodating the allocation requires significant amendments to the general plan.
- **No HCD Review of Zoning Timelines.** No HCD review of this finding, but local government must send to HCD a schedule of proposed actions that will be undertaken within the extended period to meet the zoning target.
- **Penalty for Missing Zoning Timelines.** Failure to meet zoning timeline allows potential court sanctions that can be imposed by court. The court must make finding and consider potential sanctions within 60 days of filing. But before making decision, court must consider all equitable factors that have led to the delay.
- **New Anti-NIMBY Provision.** This provision applies only to projects that are more than 49% affordable (in effect, 100% affordable) where the housing element indicates a site is suitable for residential development but that zoning has not yet been completed. In such cases, local agencies can only deny the project for previously quantified health and safety reasons (a very hard standard to meet).
- **Timelines for Programs.** Local agencies must put a timeline on their programs and report out on a bi-annual basis on the progress that is being made.

#### V. ODDS-n-ENDS

- **Funding of Infill Infrastructure.** We have argued that if state policy is going to encourage compact development, we have to revisit how we fund infill infrastructure. Development fees and assessments are not enough. Although SB 375 does not address this issue directly, the Senator has agreed to work with this League on this issue during his term as pro tem and will send the League a letter to that effect.
- **Funding for Planning.** Similarly, the bill does not include any funding for planning. We are told that the Senator will address some of these issues in SB 732, which would appropriate Prop 84 funding related to sustainable planning. Although the funding itself would be positive, the League continues to monitor this bill to assure that it meets with the League's principles on the infrastructure funding adopted by the Board in 2007.

stanislaus county  
the san joaquin valley blueprint process

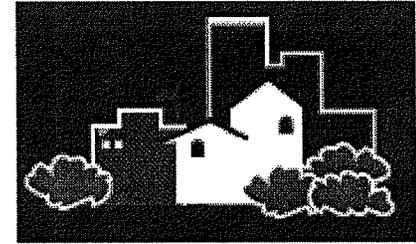


# Stanislaus County Blueprint



August 25, 2008

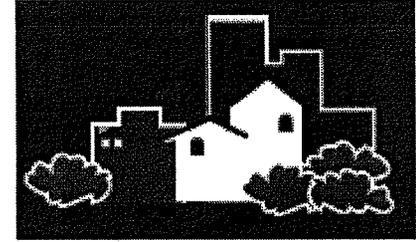
# What is Blueprint?



- County population projections
  - 2007 = 521,000
  - 2050 = 1,200,000
- A shared long-term vision for the future of Stanislaus County that responds to the challenges of growth

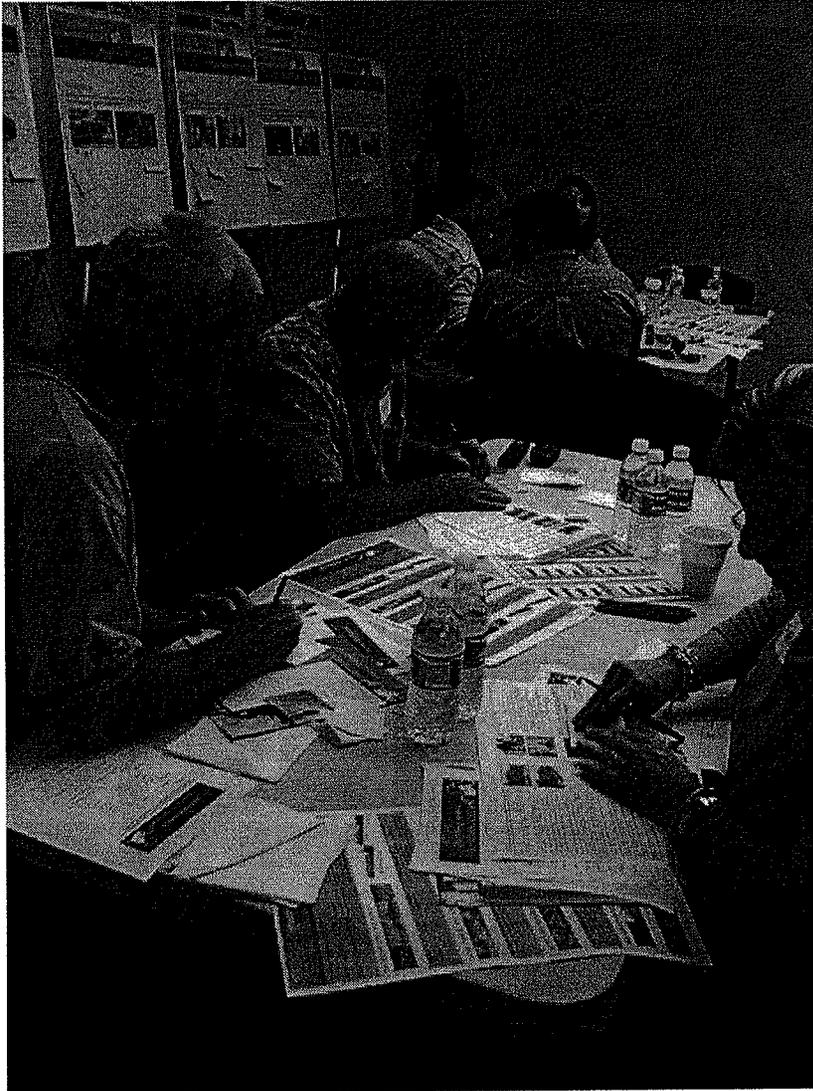
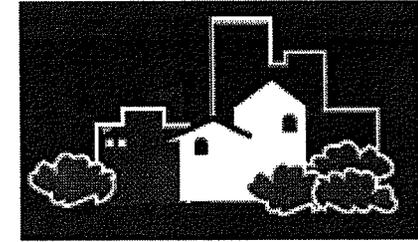


# What is Blueprint?



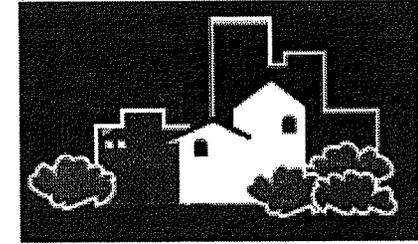
- A Vision Statement, Guiding Principles, and a Preferred Growth Scenario for 2050
- Results will be combined with 7 other SJ Valley counties for a Valley-wide Blueprint
- Blueprint is **advisory** for local jurisdictions

# Overview of Phase II Town Hall Meetings



- 13 workshops around the County; 233 participants
- Review of draft Vision Statement, ranking of Guiding Principles and Conceptual Growth Scenarios

# The Eight Blueprint Guiding Principles



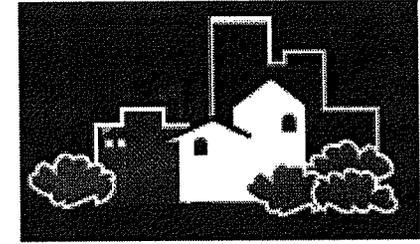
- **Community**
- **Environment**
- **Land Use**
- **Economy**
- **Transportation**
- **Education**
- **Government**
- **Public Safety**

## PRINCIPLE #1

### Community

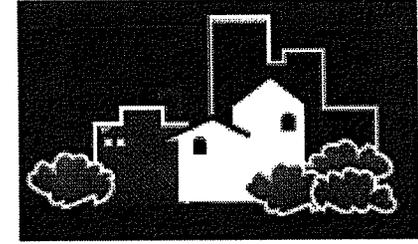
Stanislaus County will contain diverse, interesting, and unique social and cultural characteristics that strengthen the bonds within and between our communities, preserve local identity, foster regional pride and enhance quality of life.



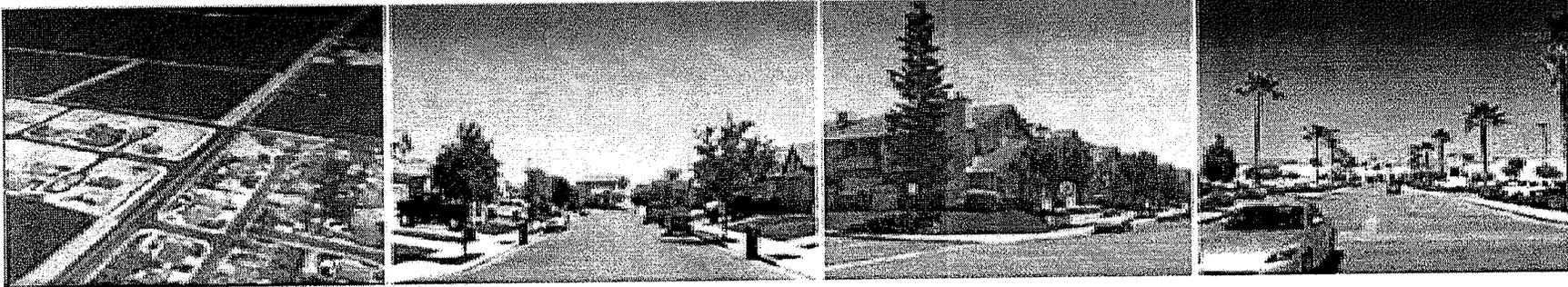


# **Comparison of Conceptual Growth Scenarios**

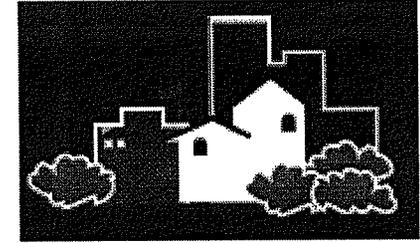
# Baseline 2050



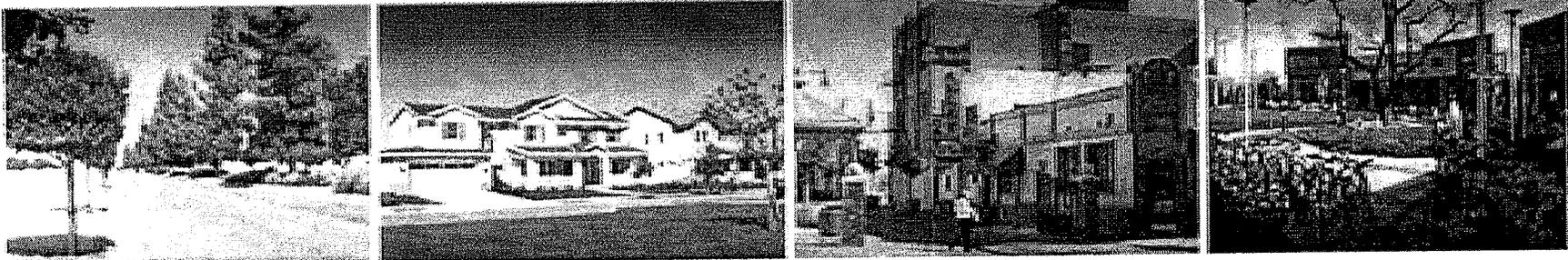
- Follows current growth trends
- Highest % of single-family dwellings (91%)
- Largest residential lot size
- Largest urban footprint
- Auto is primary form of travel



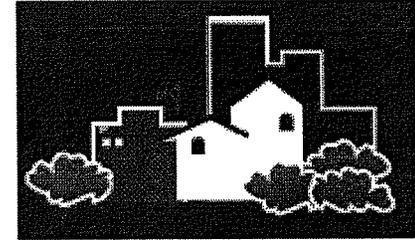
# Some Change 2050



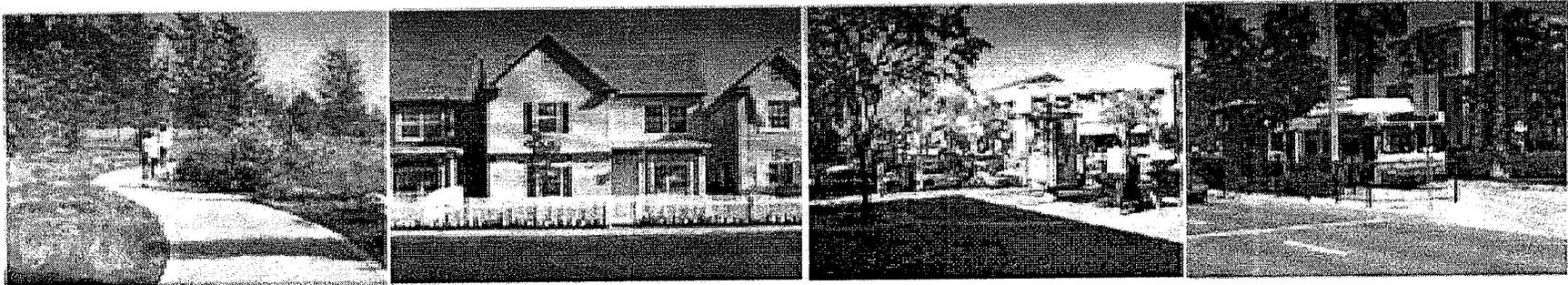
- Increased development and infill in core areas
- New growth will be 82% single-family dwellings, with more housing choices
- Some transit-oriented development
- More walking, biking, and public transit
- Congestion slightly improved
- 4-5% decrease in urban footprint



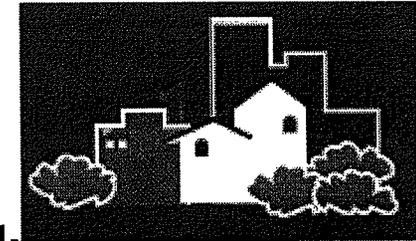
# Moderate Change 2050



- New growth will be 73% single family dwellings, with a greater mix of land uses
- Increased growth in core areas from redevelopment and infill
- Increase in transit-oriented development
- Carpool lanes on freeways; transit is 3% of trips; congestion improves
- Smaller urban footprint



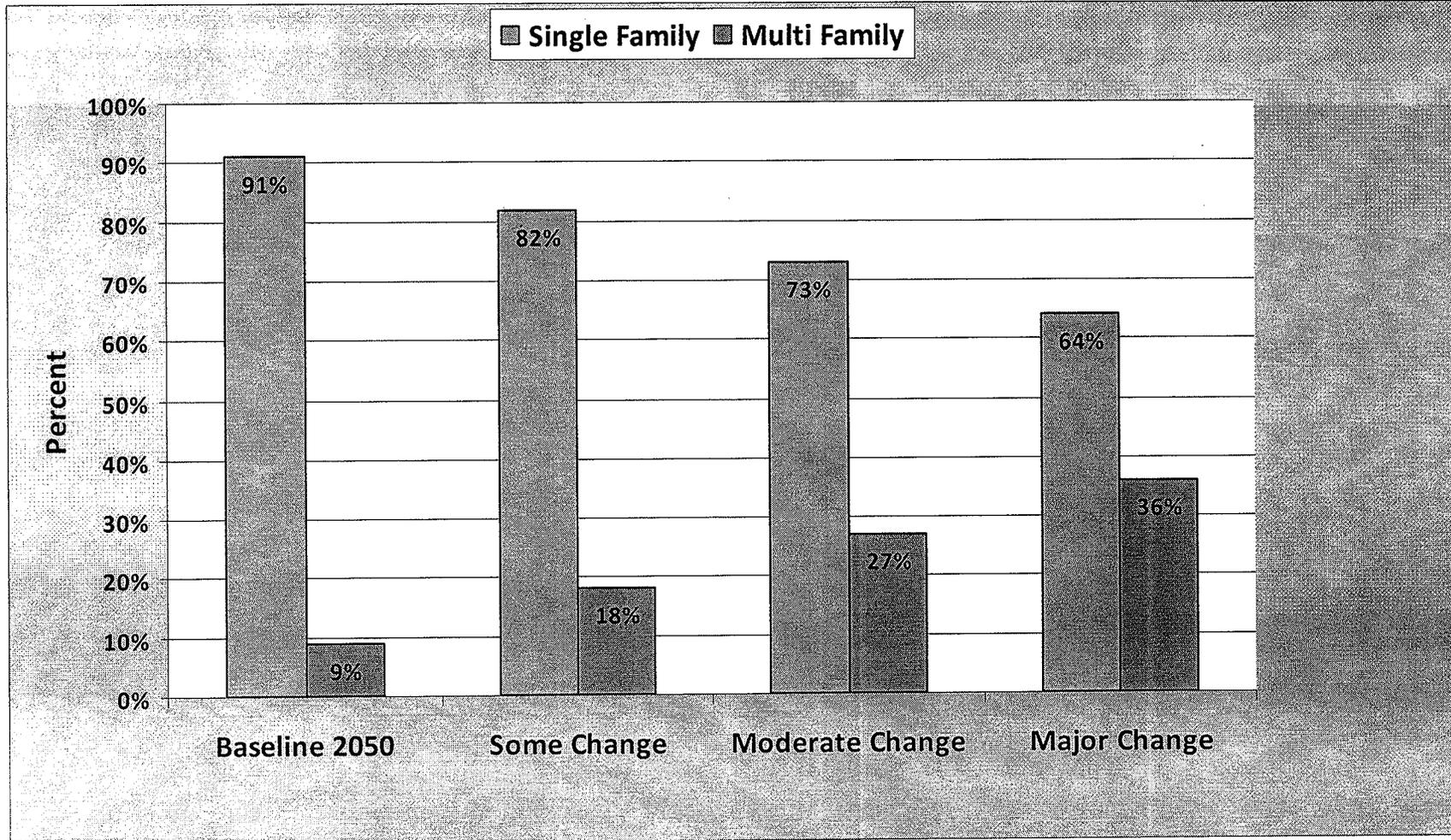
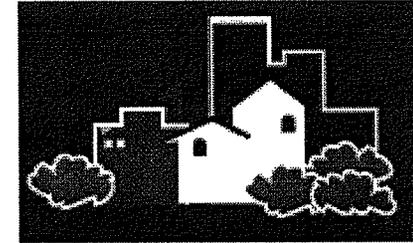
# Major Change 2050



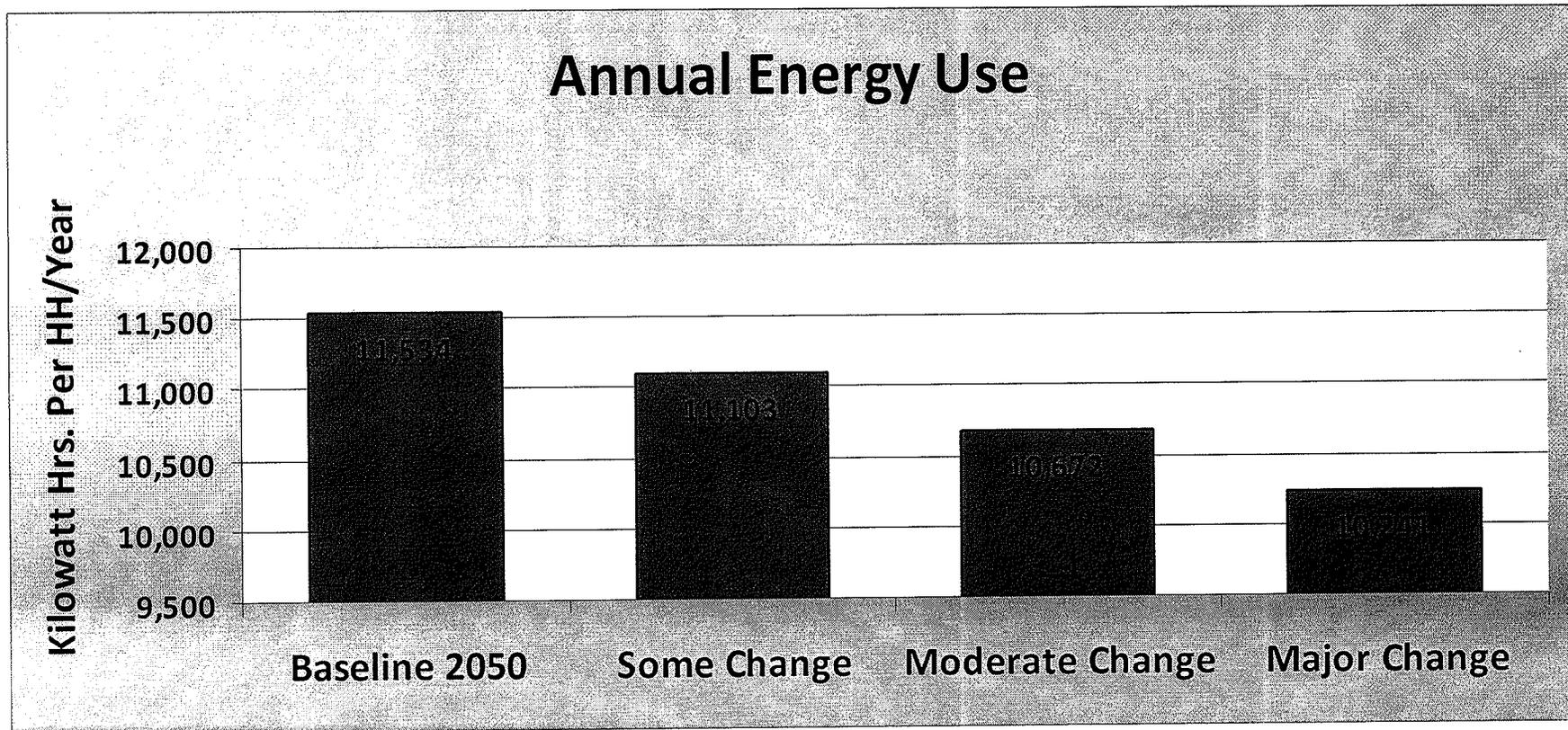
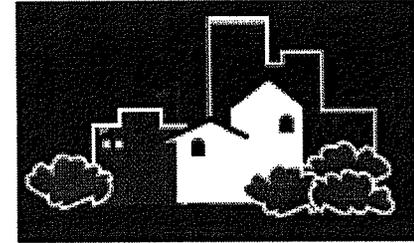
- New growth will be 64% single family dwellings, with greatest mix of housing choices and land uses in new areas
- Increased amount of transit-oriented development
- Smallest urban footprint
- Least amount of traffic congestion
- Transit ridership 3.5% of trips



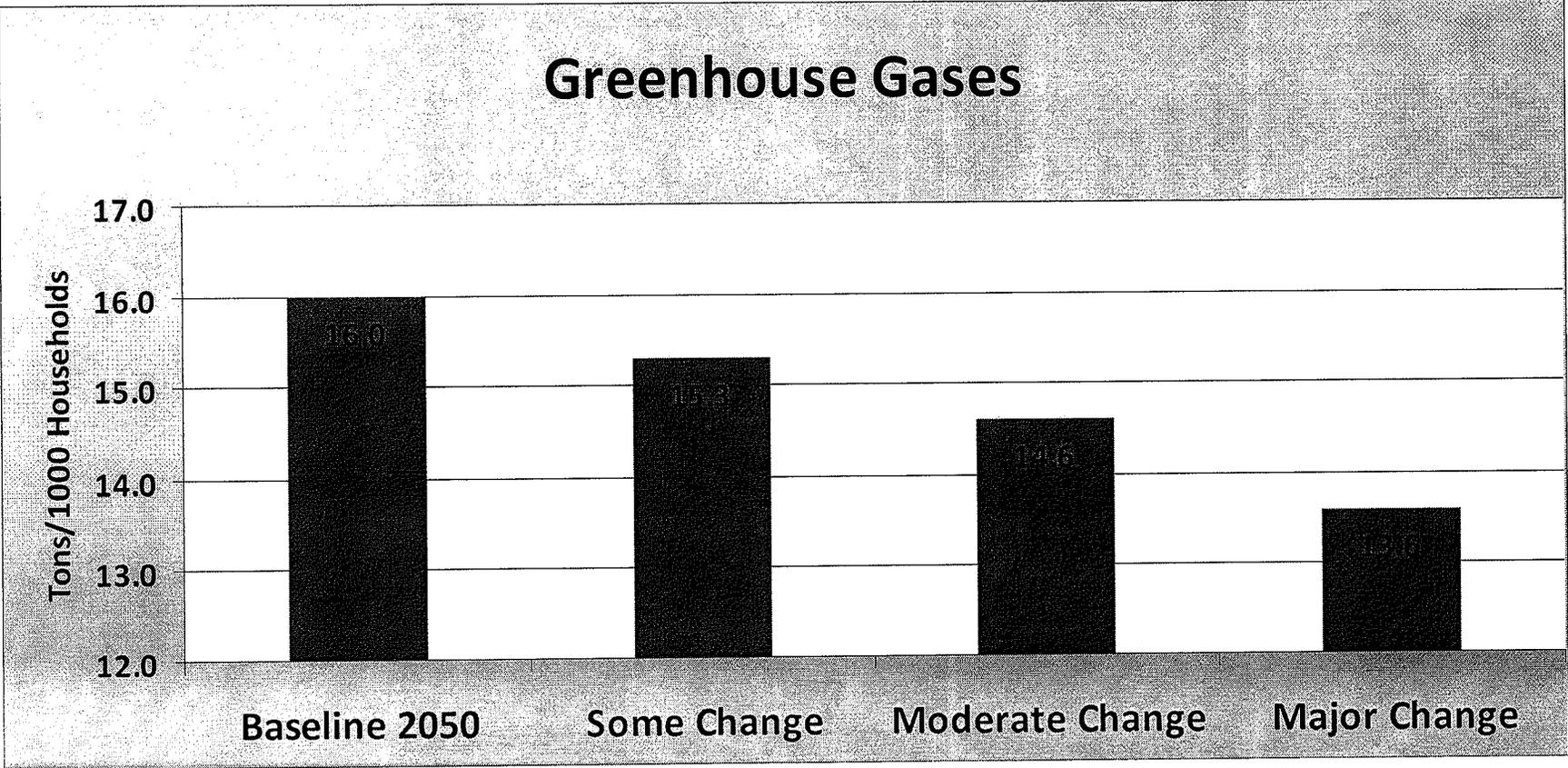
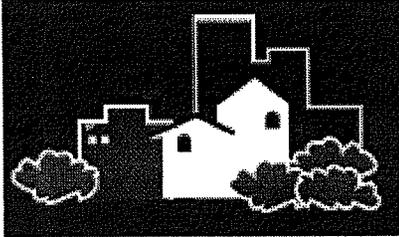
# Housing Choices



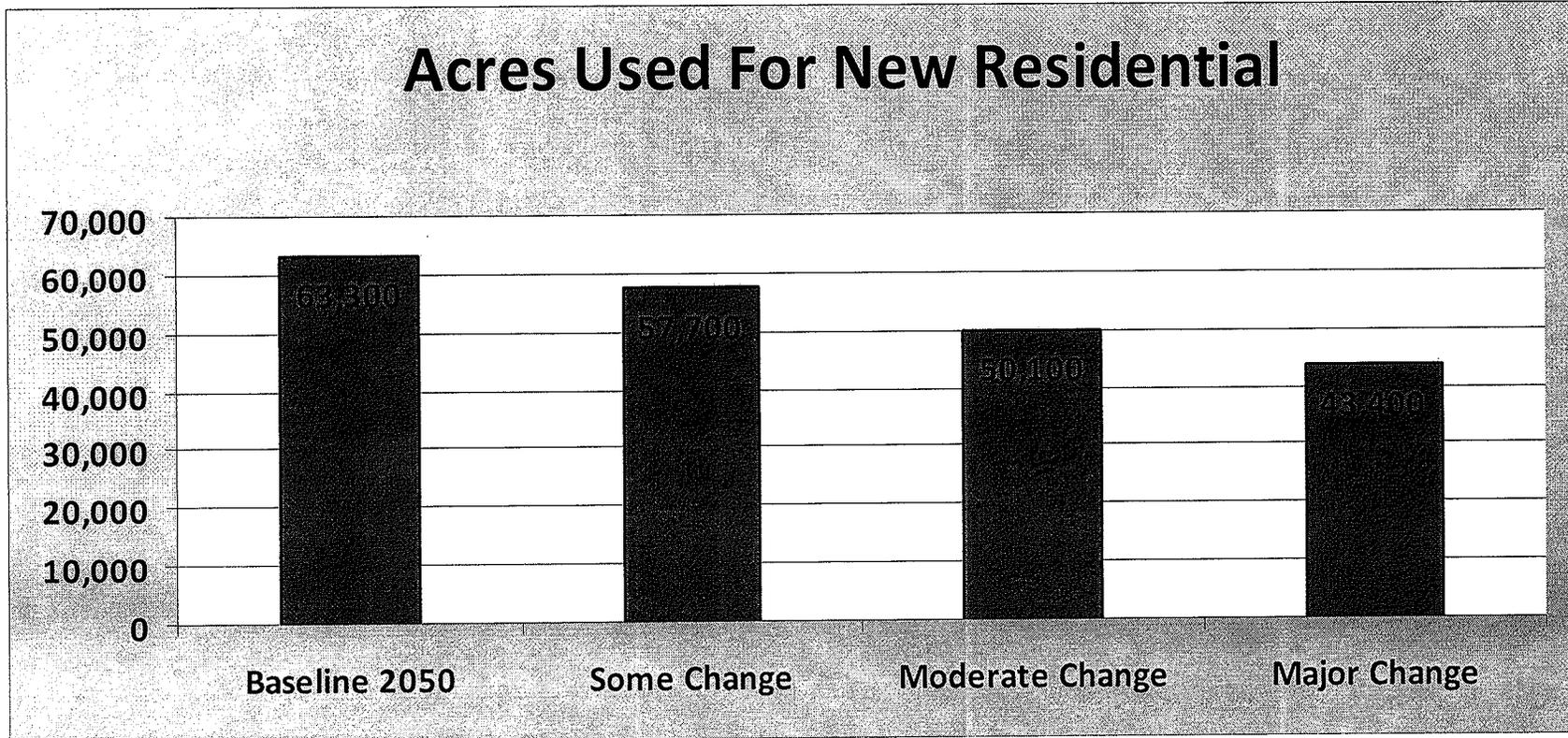
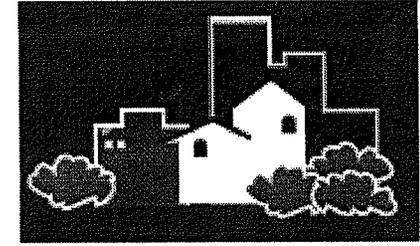
# Annual Energy Use



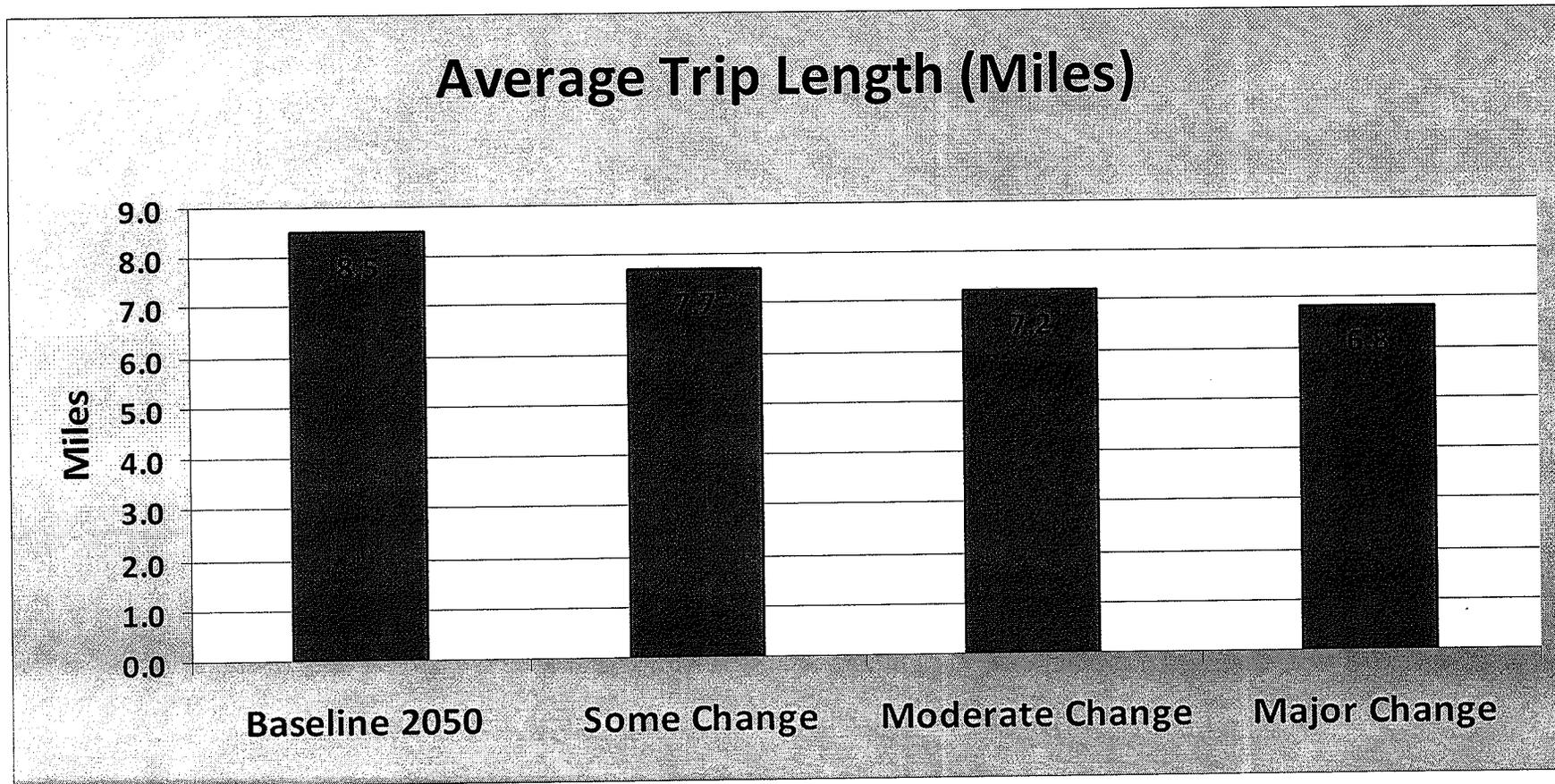
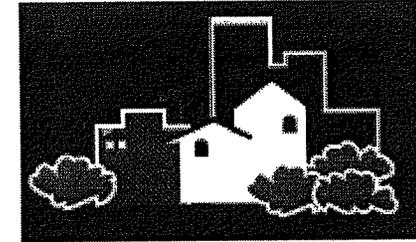
# Greenhouse Gases



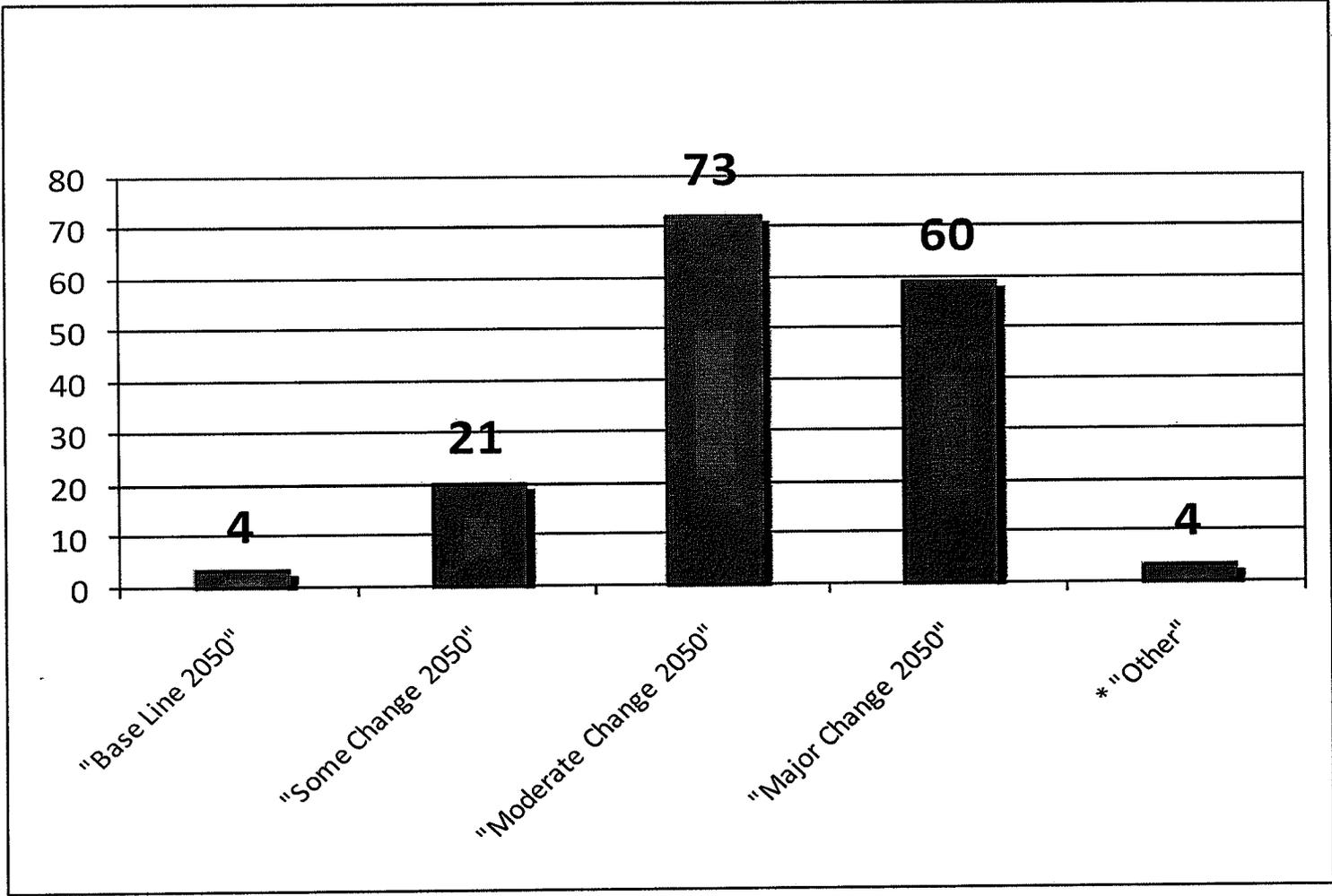
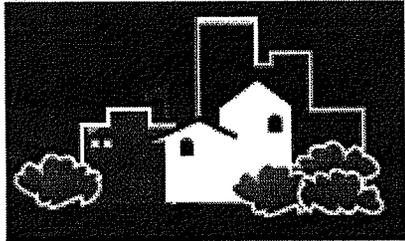
# Residential Land Consumption

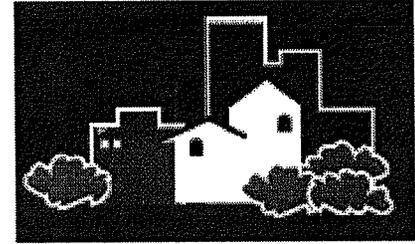


# Average Trip Length

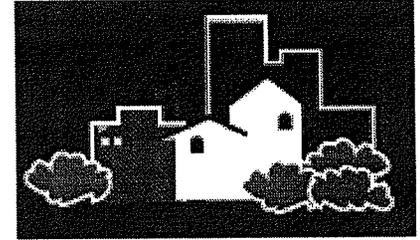


# Ranking of Conceptual Growth Scenarios

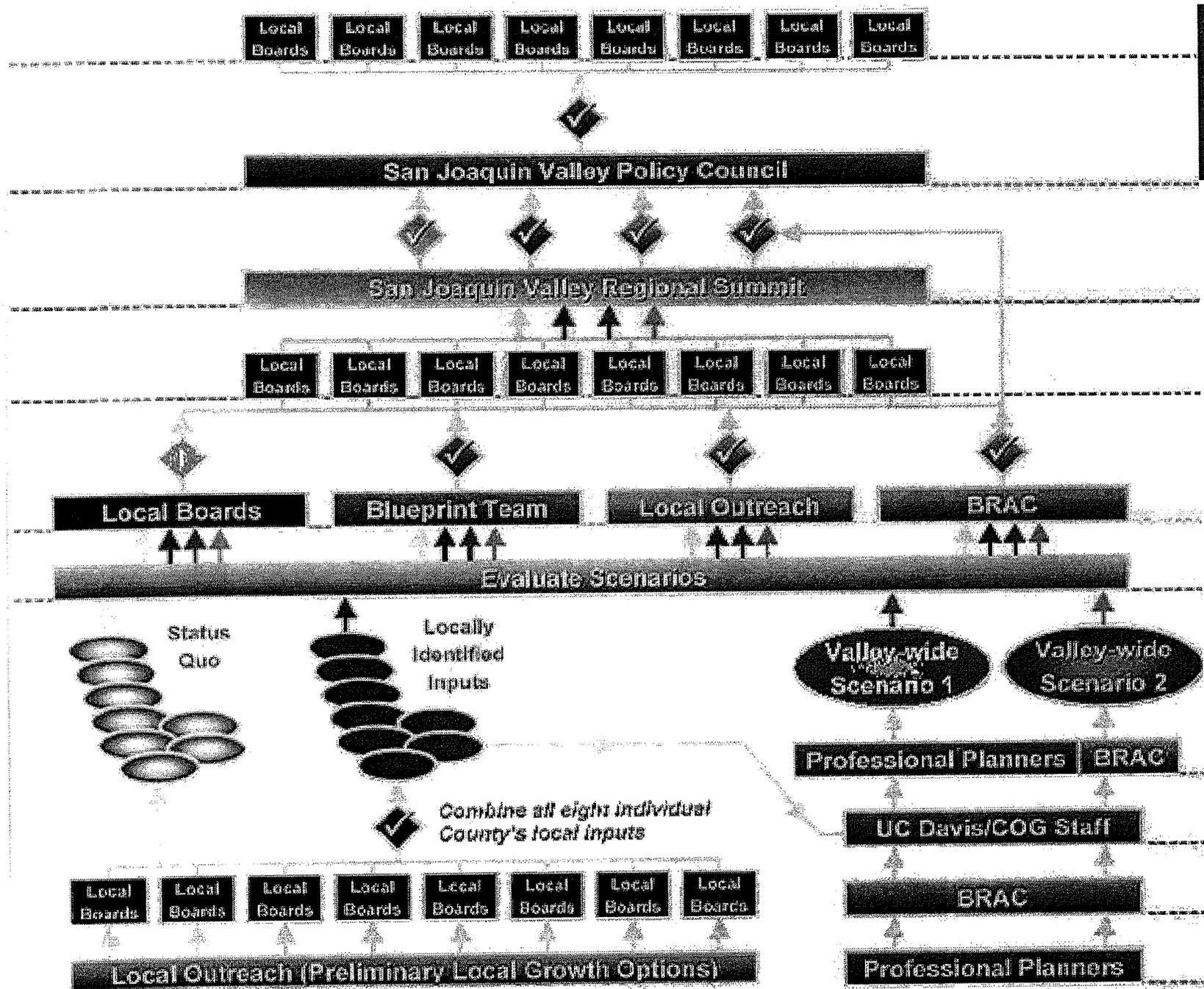




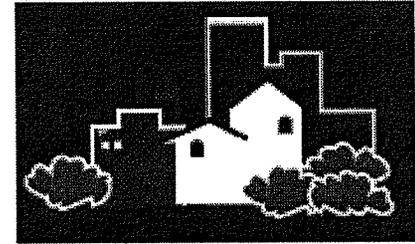
# **Consistency with General Plan**



# Next Steps



# Requested Actions



- Review and approval of Phase II Workshop Results
- Approval of Moderate Change Growth Scenario for Stanislaus County Blueprint