TO: Mayor and City Council

FROM: James E. Glaser, Secretary
City Planning Commission

SUBJECT: PUBLIC HEARING: REQUESTS OF SPANOS FAMILY PARTNERSHIP REGARDING FINAL ENVIRONMENTAL IMPACT REPORT (EIR1-04) AND CEQA FINDINGS AND MITIGATION MONITORING/REPORTING PROGRAM FOR THE WESTLAKE VILLAGES PROJECT; GENERAL PLAN AMENDMENT TO ESTABLISH MIXED USE AND LOW/MEDIUM-DENSITY RESIDENTIAL, ADD ONE PROPOSED ELEMENTARY SCHOOL SYMBOL AND ADD ONE PROPOSED COMMUNITY PARK SYMBOL (GPA3-04); MASTER DEVELOPMENT PLAN SPECIFYING PROJECT LAND USE REQUIREMENTS (MDP1-04); AMENDMENT TO EIGHT MILE ROAD SPECIFIC PLAN (SPA3-04); PREZONING TO M-X, MIXED USE DISTRICT (Z-4-04); DEVELOPMENT AGREEMENT (DA1-04); AND ANNEXATION TO THE CITY OF STOCKTON AND THE STOCKTON EAST WATER DISTRICT, AND DETACHMENT FROM THE WOODBRIDGE FIRE DISTRICT AND THE SAN JOAQUIN COUNTY RESOURCE CONSERVATION DISTRICT (A-04-3) AND SPHERE OF INFLUENCE AMENDMENT, AND EXPANSION OF THE CITY'S URBAN SERVICE AREA BOUNDARY FOR PROPERTY LOCATED SOUTH OF EIGHT MILE ROAD, WEST OF SPANOS PARK WEST AND I-5, NORTH OF PIXLEY SLOUGH AND DISAPPOINTMENT SLOUGH, AND EAST OF BISHOP CUT AND RIO BLANCO ROAD

RECOMMENDATION

It is recommended that the City Council adopt five resolutions and two ordinances, as follows:

1. Resolution certifying the Final Environmental Impact Report (EIR1-04) and adopting the related CEQA Findings and Mitigation Monitoring/Reporting Program for the Westlakes Villages Project, dated August 2004;

2. Resolution amending the General Plan to extend the City’s General Plan boundary and designate the project site for Mixed Use and Low/Medium-Density Residential land uses, add one Proposed Elementary School symbol, and one Proposed Community Park Symbol (GPA3-04);

3. Ordinance approving a prezoning of the Westlake Villages portion of the project to M-X, Mixed Use District (Z-4-04);
4. Resolution approving the Master Development Plan specifying project land use requirements (MDP1-04);

5. Resolution amending the Eight Mile Road Specific Plan (SPA3-04);

6. Resolution authorizing and directing the City Manager to file with the Local Agency Formation Commission (LAFCO) the annexation to City of Stockton and the Stockton East Water District, City Services Plan, and Detachment from the Woodbridge Fire District and San Joaquin County Resource Conservation District (A-04-3) and Sphere of Influence Amendment, and expansion of the City's Urban Service Area Boundary and execute the Agreement for Property Tax Allocation Upon Annexation with San Joaquin County; and

7. Ordinance approving a Development Agreement to facilitate project development and limit project intensity (DA1-04).

Findings for each of the above-recommended actions have been incorporated into the respective resolutions and ordinances that are attached to this newsletter.

DISCUSSION

Background

At its regular meeting of August 26, 2004, the City Planning Commission considered and recommended approval of the requests of the Spanos Family Partnership for: certification of the Final Environmental Impact Report (EIR1-04) and adoption of the related CEQA Findings and Mitigation Monitoring/Reporting Program for the Westlake Villages Project; approval of a General Plan amendment (GPA3-04); an amendment to the Eight Mile Road Specific Plan (SPA3-04); a prezoning (Z-4-04); Master Development Plan (MDP1-04); and a Development Agreement to facilitate development and limit the intensity for the Westlake Villages Project (DA1-04), for property located at south of Eight Mile Road, west of Spanos Park West and I-5, north of Pixley Slough and Disappointment Slough, and east of Bishop Cut and Rio Blanco Road.

At the September 9, 2004 meeting, the Planning Commission will consider two related tentative maps (TM18-04A and TM18-04B) to subdivide the 681± acre project site. TM18-04A subdivides the site into approximately 2,630 single-family residential, commercial, school, park, fire station, landscaping, slope easement, and various accessory use lots. TM18-04B subdivides the site into 30 "large lots" to facilitate the Final Map process and the ultimate sale of larger blocks of land within the project site.

In addition, the Spanos Family Partnership has requested that the City Council authorize and direct the City Manager to file with the Local Agency Formation Commission (LAFCO) the Annexation to the City of Stockton and the Stockton East Water District, City Services Plan, and Detachment from the Woodbridge Fire District.
and San Joaquin County Resource Conservation District (A-04-3) and Sphere of Influence Amendment, and expansion of the City's Urban Service Area Boundary and execute the Agreement for Property Tax Allocation Upon Annexation with San Joaquin County, for an annexation area of approximately 854 acres (former Thompson property of 173 acres located at the northwest corner of the project area includes a General Plan amendment to Low/Medium-Density Residential and a Sphere of Influence Amendment only).

**Present Situation**

*Environmental Clearance (EIR1-04)*

The environmental consequences of developing this site are analyzed in Final Environmental Impact Report (EIR1-04), which must be considered and certified prior to approval of any related discretionary applications. Final EIR1-04 was prepared in compliance with the California Environmental Quality Act (CEQA), the State CEQA Guidelines, and the City of Stockton Guidelines for the Implementation of CEQA. In addition, the mitigation monitoring/reporting provisions and related CEQA findings are included in the related “Findings, Statement of Overriding Considerations and Mitigation Monitoring and Reporting Program for the Westlake Villages Project,” dated August 2004 (CEQA Findings). The City Council must adopt all applicable mitigation measures identified in Final EIR1-04 and the related CEQA Findings in conjunction with approval of any related discretionary authorizations. Information related to the environmental clearance required for the project is provided in the staff report to the Planning Commission (Environmental Exhibit 1). The Draft EIR, Final EIR, and CEQA Findings for the Westlake Villages Project are attached as Environmental Exhibits 2, 3, and 4, respectively. The Sierra Club submitted written comments regarding the environmental documentation for the project (FEIR1-04-attached as Environmental Exhibit A). A summary of the Planning Commission’s public hearing discussion of the environmental document (FEIR1-04) is provided below.

*General Plan Amendment (GPA3-04)*

The General Plan amendment (GPA3-04) would extend the General Plan boundary to include the project site and to designate the approximately 681-acre Westlake Villages portion of the project site as M-X, Mixed Use, and the 173-acre northwest corner of the project site as Low/Medium-Density Residential. In addition, the applicant is proposing to add a Proposed Elementary School symbol and a Proposed Community Park Symbol to the Westlake Villages Project site. Information about the proposed General Plan amendment is included in the Staff Report to the Planning Commission, attached as General Plan Amendment/Prezoning Exhibits 1-5. A summary of the Planning Commission’s public hearing discussion of the General Plan amendment request is provided below.
Amendment to Eight Mile Road Specific Plan (SPA3-04)

The applicant is requesting an amendment to the Eight Mile Road Specific Plan in order to facilitate the development of the Westlake Villages Project. Specifically, the applicant is requesting the amendment in order to extend the coverage area of the Specific Plan to the west along the frontage of the Westlake Villages Project and add two new full access intersections at Eight Mile Road and Street "1" and Street "2." Information about the proposed amendment to the Eight Mile Road Specific Plan is included in the Staff Report to the Planning Commission, attached as Specific Plan amendment Exhibits 1-4. A summary of the Planning Commission’s public hearing discussion regarding the Specific Plan amendment request is provided below.

Prezoning (Z-4-04)

The applicant is concurrently proposing to prezone the approximately 681-acre Westlake project site to M-X, Mixed Use District (Z-4-04). Prezoning has not been requested by the applicant for the northwest portion of the project site. Information about the proposed rezoning is included in the Staff Report to the Planning Commission attached as General Plan amendment/Rezoning Exhibits 1-6. A summary of the Planning Commission’s public hearing discussion of the prezoning request is provided below.

Master Development Plan (MDP1-04)

The applicant is concurrently proposing a Master Development Plan for the approximately 681 acre Westlake Project (MDP1-04). The Master Development Plan does not include the 173-acre northwest portion of the project site. Information about the proposed Master Development Plan is included in the Staff Report to the Planning Commission attached as Master Development Plan/Development Agreement Exhibits 1-5. A summary of the Planning Commission’s public hearing discussion of the Master Development Plan request is provided below.

Development Agreement (DA1-04)

The applicant is requesting approval of a Development Agreement (DA1-04) in order to facilitate the development of the proposed Westlake Villages Project by restricting the type and extent of land uses permitted on the project site to those land uses, densities, and intensities as described in the Development Agreement and Master Development Plan and as analyzed in the Final EIR (EIR1-04) for the project. The Development Agreement also addresses other issues such as the applicability of new laws and/or City ordinances, fees, credits, processing of amendments, and the effective time period of the agreement, which is 15 years. Additional information about the proposed Development Agreement is included in the Staff Report to the Planning Commission, attached as Development Agreement Exhibits 1-5. A summary of the Planning
Commission's public hearing discussion of the Development Agreement request is provided below.

Annexation (A-04-3)

The unincorporated area of Stockton is served by the County of San Joaquin. When development is proposed adjacent to the City, the annexation of the property to the City of Stockton is encouraged. If City services are to be provided, either annexation is required or a Conditional Sewer Service Agreement must be signed requiring annexation at a time determined by the City.

An annexation is defined as the addition of territory to the City. If two or more changes of jurisdictions or districts are initiated in a single proposal, it is defined as a Reorganization. Detachment refers to the removal of a territory from a district. All annexation requests have to be reviewed by the Local Agency Formation Commission (LAFCO). LAFCO was established by the State Legislature to encourage orderly growth and logical boundaries. LAFCO has full authority to approve, disapprove, or amend annexation and/or detachment proposals.

The applicant has requested that the City Council authorize and direct the City Manager to file with LAFCO the Annexation to the City of Stockton and the Stockton East Water District, City Services Plan, and Detachment from the Woodbridge Fire District and San Joaquin County Resource Conservation District (A-04-3) and Sphere of Influence Amendment, and expansion of the City's Urban Service Area Boundary and execute the Agreement for Property Tax Allocation Upon Annexation with San Joaquin County, for an annexation area of approximately 854 acres (former Thompson property of 173 acres located at the northwest corner of the project area includes a General Plan amendment to Low/Medium-Density Residential and a Sphere of Influence Amendment only). LAFCO will conduct a public hearing to hear the annexation request and make a determination. City staff will attend the public hearing in support of the annexation. The table below provides a summary of the annexation data.

<table>
<thead>
<tr>
<th>Area</th>
<th>681 + acres</th>
</tr>
</thead>
<tbody>
<tr>
<td>Current Land Use</td>
<td>agricultural land and irrigation ditches</td>
</tr>
<tr>
<td>Proposed Development</td>
<td>Single-family homes, marina/commercial uses, Community Park, lakes, open space, fire station, recreation areas, and elementary school.</td>
</tr>
<tr>
<td>Current City General Plan</td>
<td>Not currently within the City's adopted General Plan boundary, therefore there are no General Plan designations.</td>
</tr>
<tr>
<td>Proposed General Plan</td>
<td>Mixed Use and Low/Medium-Density Residential</td>
</tr>
<tr>
<td>Current County Zoning</td>
<td>AG-40, General Agriculture, 40 acre minimum</td>
</tr>
</tbody>
</table>
Proposed City Zoning | M-X, Mixed Use (The former Thompson parcel of 173 acres, located at the northwest corner of the project area is not proposed to be prezonated at this time.)

Community Development Department staff have analyzed the annexation request and, in consultation with the applicable City departments, coordinated the preparation of the City Services Plan. Staff is of the opinion that the requested annexation is a logical annexation since the area is adjacent to existing City limits and the City will be able to extend services to the area.

The Development Review Committee recommended to the City Manager that this annexation be processed on the basis that it is adjacent to existing City limits, that it is a logical annexation to the City, that the area is designated for urban services, and that no City department expressed an objection to the annexation. A copy of the City Services Plan and a map of the proposed annexation area are attached to this staff report as Annexation Exhibits 1-3.

**Property Tax Allocation**

Under the Cortese-Knox-Hertzberg Local Reorganization Act of 2000, the City and County are required to have a tax sharing agreement in place prior to an annexation of property. Until September 2003, the City and San Joaquin County had a property tax allocation agreement. That agreement has expired and the County and City are currently in negotiation for a new property tax agreement. Until such time as an agreement is reached, the property tax split will be negotiated on a project by project basis. For the Westlake Villages Project, the proposed Agreement for Property TaxAllocation Upon Annexation is proposed to allocate the property taxes based on a 10% City and 90% County split, which was the agreement that was in place prior to September 2003. The City Council approved the tax sharing agreement for the Westlake Villages Project on August 17, 2004. The noted tax sharing agreement has been forwarded to San Joaquin County Board of Supervisors for their consideration.

**Tentative Maps (TM18-04A and TM18-04B)**

As noted above, the Planning Commission is scheduled to consider at their regular meeting of September 9, 2004, two related tentative maps (TM18-04A and TM18-04B) for the project site, subject to the City Council's approval of the General Plan amendment, Master Development Plan, Specific Plan amendment, Development Agreement, and prezoning and LAFCO's approval of the annexation/detachment. TM18-04A is proposed to subdivide the site into approximately 2,630 single-family residential, commercial, school, park, fire station, landscaping, slope easement, and various accessory use lots. TM18-04B subdivides the site into 30 “large lots” to facilitate the Final Map process and the ultimate sale of larger blocks of land within the project site. Additional information about the tentative maps is included in the Staff
PUBLIC HEARING: REQUESTS OF SPANOS FAMILY PARTNERSHIP -- Page 7

Report to the Planning Commission attached as Tentative Map Exhibits 1-5. Since the Planning Commission action relative to the tentative map applications is unknown as of the writing of this staff report, these exhibits are being transmitted only for informational purposes at this time.

PUBLIC HEARING DISCUSSION

During the Planning Commission's August 26, 2004, staff presented the project, including corrections to the staff report for the Master Development Plan and Development Agreement to remove proposed Condition No. 3. The staff report for these applications was written prior to the final versions of the Master Development Plan and Development Agreement being transmitted to the Planning Commission. Upon review, staff determined that the noted documents were revised as directed by City staff and therefore the removal of Condition No. 3 was warranted. Following the staff presentation, a representative of the Sierra Club appeared at the public hearing and presented testimony indicating that the organization has concerns regarding project impacts and may ultimately decide not to support the project. The Sierra Club representative stated that the organization feels strongly about the following issues: Stockton not having an Agricultural Conservation Plan/Fee Program; traffic impacts; and the adequacy of the project's Water Supply Assessment. The Commissioners asked several questions of staff, of the applicant, and of the applicant's representatives regarding water supply and traffic issues.

PLANNING COMMISSION ACTION

Following the public hearing and their deliberation, the Planning Commission voted 6 to 1 (Chairperson Bruce opposed) to recommend that the City Council:

1) Certify the Final Environmental Impact Report (EIR1-04) and adopt the related CEQA Findings and Mitigation Monitoring/Reporting Program for the Westlake Villages Project;

2) Approve the General Plan amendment request (GPA3-04);

3) Approve an amendment to the Eight Mile Road Specific Plan (SPA3-04);

4) Approve the proposed prezoning request (Z-4-04); and

5) Approve the proposed Development Agreement (DA1-04);

6) Approve the proposed Master Development Plan (MDP1-04).
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PUBLIC NOTIFICATION

Notice in the local newspaper at least one time, ten (10) days prior to the public hearing; and notice to owners of record as shown on the last equalized tax roll and addresses within 300 feet of the site at least ten (10) days prior to the public hearing (Stockton Municipal Code Sections 16-124 and 16-109).

VOTES REQUIRED

Four (4) votes of the City Council are necessary to approve the noted requests.

JAMES E. GLASER, SECRETARY
CITY PLANNING COMMISSION

APPROVED BY CITY MANAGER

JEG:DJS:cl

Attachments

cc: City Attorney w attachments
    City Clerk w attachments
    City Manager w attachments
    Deputy City Manager Gordon Palmer w attachments
VICINITY MAP
Spanos Family Partnership (Westlake Villages)
Reorganization/Annexation
A-04-3

STOCKTON CITY PLANNING COMMISSION
City Services Plan
for
Westlake Villages

Annexation File No. A-04-3
General Plan Amendment Application No.
GPA3-04
Rezoning Application File No. Z-04-04

Prepared for:
The City of Stockton

Prepared by:
David Evans and Associates, Inc.
5000 Executive Parkway, Suite 125
San Ramon, California 94583

AUGUST 2004
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CITY SERVICES PLAN

I. Introduction

a. Outline of Requirements

In accordance with California Government Code Section 56653, a City Services Plan (Plan) has been prepared for the Local Agency Formation Commission of San Joaquin County (LAFCo) as part of the cited sphere of influence/urban service area change, annexation and reorganization. Pursuant to Section 56653, a Plan for providing services shall accompany an application for change of organization or reorganization, and shall include the following elements:

1. An enumeration and description of the services to be extended to the affected territory.

2. The level and range of those services.

3. An indication of when those services can feasibly be extended to the affected territory.

4. An indication of any improvements or upgrading of structures, roads, sewer or water facilities, or other conditions the local agency would impose or require within the affected territory if the change of organization or reorganization is completed.

5. Information with respect to how those services will be financed.

b. Project Description

Spanos Family Partnership has proposed the prezoning and annexation of 682.7 acres into the City of Stockton. The subject annexation area is unincorporated lands within San Joaquin County, located south of Eight Mile Road, east of Rio Blanco Road, and north of Disappointment Slough and Pixley Slough. The eastern boundary abuts the Spanos Park West development consisting of single family residential subdivisions, a proposed elementary school and proposed neighborhood park (Refer to Exhibit A). The annexation area includes two parcels, Assessors Parcel Numbers 171-120-11 and 13, consisting of 682.7 acres in area.

Most of the lands within the annexation area have historically been used for growing agricultural crops, including corn, tomatoes and other row crops since it was reclaimed from the Sacramento/San Joaquin Delta in 1919. Assessors Parcel #071-120-13, approximately 14 acres in size, is presently developed as a commercial marina (Paradise Point Marina). An additional 2.86 acres of Assessor’s Parcel #071-120-11, which adjoins the marina parcel, is also part of the marina development. An earthen levee separates the annexation area from existing wetlands lying adjacent to Pixley Slough, Disappointment Slough and Bishop Cut. The subject area consists of relatively flat land, typical of the flat central San Joaquin Valley.
CITY SERVICES PLAN

floor. Elevation ranges from approximately 3 feet below mean sea level in the northwest corner to 8 feet below mean sea level in the southeast corner.

The lands west and south of the annexation area on the opposite sides of Bishop Cut, Disappointment Slough and Pixley Slough have historically been used for agricultural production. Land uses north of Eight Mile Road include agricultural production and The Reserve at Spanos Park Golf Course. The existing City of Stockton City Limit, Urban Services Boundary and Sphere of Influence Boundary (SOI) abut the eastern boundary of the annexation area. Exhibit A indicates the location of the annexation area, including the northern portions of the City of Stockton to the east and southeast, and the unincorporated areas of San Joaquin County.

c. Application History

On July 8, 2003, the Spanos Family Partnership submitted applications with the City of Stockton for a General Plan Amendment, Prezoning, and Annexation of the subject area. In addition, a Master Development Plan, Vesting Tentative Map, a Memorandum of Understanding, and a Development Agreement was submitted for the Paradise Villages Master-Planned Development Project (the title was subsequently changed to Westlake at Spanos Park West, "Westlake"). This includes the ±14-acre Paradise Point Marina parcel, which has a land use designation of Commercial in the San Joaquin County General Plan and is currently operating as a commercial marina under a long-term lease, and the ±668-acre parcel between Paradise Point Marina and Spanos Park West, having a San Joaquin County General Plan designation of General Agricultural and presently in agricultural production. The Westlake development area would be prezoned MX, Mixed Use Zoning District, with a General Plan designation of MX, Mixed Use. An additional 173 acres (Assessors Parcel #071-120-04, 05, and 06; collectively called the Spanos Parcel) is included in the sphere of influence/urban service boundary change, the General Plan Amendment application and the Development Agreement, but is not part of the annexation and prezoning applications. The Spanos Parcel seeks a General Plan Amendment to Low-Medium Density Residential Land Use Designation, with the Development Agreement establishing the maximum number of units allowed in this area.

Paradise Point Marina represents an approved non-agricultural use within the annexation area. The entire annexation area is no longer subject to Williamson Act contracts. No lands designated for high-density residential development would be displaced by the anticipated development. Thus, the proposed annexation would not compromise the provisions for affordable housing within San Joaquin County or the City of Stockton.

The Westlake Project would be developed within a density range of 2,312 to 3,019 units, in accordance with the MX Zoning regulations of the project Master Development Plan. The Vesting Tentative Map for Westlake includes 2,621 residential lots, an addition to the proposed public recreational facilities, commercial and recreational uses within the marina, parks, lakes and open space areas. The development concept would emphasize a water
CITY SERVICES PLAN

theme, and would consist of two distinct residential communities; a conventional single-family residential community (Villages A-Q), and an active adult community (Villages R-X).
CITY SERVICES PLAN

Insert Exhibit A here
CITY SERVICES PLAN

The applicant is concurrently processing a large-lot and small-lot Vesting Tentative Map (VTM) for the project area in the City of Stockton. The VTM includes conventional housing in Villages A-Q of a combined 1,872 units, and active adult housing in Villages R-X totaling 749 units. The proposed gross density equates to a maximum project density of 3.8 units/acre (2,621 units/682.7 acres). In compliance with the California Environmental Quality Act (CEQA), an Environmental Impact Report (EIR) was prepared under the direction of the City of Stockton addressing the environmental impacts associated with the various Spanos Family Partnership applications, including the proposed annexation and sphere of influence/urban service area change.

II. City Services

The City of Stockton provides an assortment of municipal services. The following municipal services will be extended to serve the subject site upon annexation; domestic water service, wastewater collection and treatment, storm drainage collection, solid waste disposal, law enforcement services, fire protection and emergency response, parks and recreational facilities, libraries, and general administrative services.

As a Charter City, the City of Stockton benefits from the same revenue sources as general law cities, as well as a utility user tax. Revenue sources include property taxes, property transfer (conveyance) taxes, sales tax, state subversions, as well as franchise payments from refuse collection, cable television and electrical distribution activities. Typical revenue sources that would generate revenue for the City as a result of the proposed annexation are included in Table Two. Some City services are operated as enterprise functions, such as water and sanitary sewer. Other recreational and public facilities, such as the City Municipal Golf Course, the Ice Arena, and the Civic Auditorium, operate as enterprise functions but are also subsidized by the City’s General Fund. The following provides a breakdown of the various taxes and revenue sources that the proposed annexation and future development of this area would generate for the City of Stockton.

a. Revenue Sources

1. Property Tax – State Law (Proposition 13) sets Property taxes at one percent of assessed property value annually. Three entities; the local School District, San Joaquin County and the City of Stockton share property tax revenues. Based on the current Revenue Sharing Agreement between the City of Stockton and San Joaquin County, scheduled for renewal in September 2003, the school district would receive approximately 65% of the total property tax revenue. Of the remaining 35% of generated taxes, the City and County have agreed on a 80/20 split, meaning the City of Stockton would receive 7 percent of the total property taxes collected.
CITY SERVICES PLAN

To estimate the total property taxes generated by the future development of the annexation area, the value for an average conventional single-family unit was estimated to be $348,600. The price for the average active adult residential unit was projected to be $259,500. An assumption factored into the average price for the active adult units factors is that 47 percent of the buyers will be relocating from within San Joaquin County, and that the price of the dwelling purchased in Westlake will be less than the buyers original residence. Under these conditions buyers would benefit from Proposition 60, by having the ability to transfer the base-year value of their present homes to the new home in Westlake. This assumption reduces the average assessed value of units in the active adult community by $48,200, which lowers tax revenues the City of Stockton would receive in the City General Fund as property tax revenue. However, this reflects current trends for home sales in active adult communities.

<table>
<thead>
<tr>
<th>TABLE ONE: Projected Property Tax Revenue Sources</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Westlake Improvement(s):</strong></td>
</tr>
<tr>
<td>Assessed Value (est.)</td>
</tr>
<tr>
<td>1,872 Conventional Single-Family Units</td>
</tr>
<tr>
<td>749 Active Adult Single-Family Units</td>
</tr>
<tr>
<td>Conventional Units Community Center</td>
</tr>
<tr>
<td>Active Adult Community Center</td>
</tr>
<tr>
<td>Marina (existing)</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
</tr>
</tbody>
</table>

1 - Sources: PG & E Corporation, City of Stockton MUD, FCC, Comcast, Gruen, Gruen + Associates.
2 - Based upon the maximum density per village indicated in the Master Development Plan for total units project-wide upon buildout.

The City of Stockton and San Joaquin County are presently negotiating a new Revenue Sharing Agreement that could alter the distribution of the collected property taxes resulting from the future development of the annexation area if annexation occurs after the renewal of the existing agreement is executed.

2. **Property Transfer Tax** – Upon conveyance (or transfer of ownership) of real estate in the City of Stockton, a property transfer tax is collected. The City’s portion of the tax is $0.55 for each $1,000 of value, which is based on the property sales price. As units are completed and sold, each purchase would generate property transfer tax for the City. Thereafter, it is assumed that six percent of the traditional homes and eight percent of the active adult community homes would transfer ownership annually.

WESTLAKE at Spanos Park West
SPANOS FAMILY PARTNERSHIP – ANNEXATION FILE NO. A-03-XX

DRAFT 09/02/04
CITY SERVICES PLAN

This is based on Census 2000 data which indicates that 55.1 percent of the households in Stockton moved during the last decade, and from historic data on other active adult communities that indicate sales after the first year stabilizes close to this rate. Based on the assessed property values in Table One, the initial unit sales would generate $467,443 in property transfer tax (849,896 x $0.55). Tax revenues generated from the initial unit sale is included as a separate line item in Table Seven with the Capital Facility Fees, as this represents a revenue source generated as the units are completed. The average sales prices, without appreciation, used to arrive at the estimated annual Property Transfer Tax Revenue are indicated in the following table.

<table>
<thead>
<tr>
<th>Residential Type</th>
<th>Annual Turnover</th>
<th>Average Sales Price</th>
<th>Total Property Transfers</th>
<th>Property Transfer Tax Revenue</th>
</tr>
</thead>
<tbody>
<tr>
<td>Active Adult Residential</td>
<td>68</td>
<td>286,200</td>
<td>$19,461,600</td>
<td>$10,704</td>
</tr>
<tr>
<td>Traditional Residential</td>
<td>234</td>
<td>302,700</td>
<td>$70,831,800</td>
<td>$38,957</td>
</tr>
<tr>
<td>TOTAL</td>
<td>302</td>
<td></td>
<td>$90,293,400</td>
<td>$49,661</td>
</tr>
</tbody>
</table>

3. **Sales Tax** – As the proposed future development of the annexation area is predominantly residential, calculations of sales tax revenues are based mostly on consumer expenditures, which is largely a function of household income. Some household income information can be assumed based upon the estimated housing costs. To determine the estimated annual retail sales expenditures of the average household within the annexation area, we have assumed an average household income of $62,500.00 for the Active Adult development households, and $84,125.00 for the traditional development households. The average household incomes were multiplied by the projected number of units for each unit type to arrive at a gross income amount. As most households typically expend between 18 and 24 percent of their income on retail goods and services, we have further assumed an expenditure rate of 22 percent per household. It is also known that not all purchases by these residents will be made in Stockton. To adjust for this, it is assumed that 75 percent of the Active Adult development household expenditures and 60 percent of the traditional development household expenditures will be spent in the City of Stockton.

Of the gross sales generated in Stockton, one percent (1%) of the retail sales tax is allocated to the City General Fund. Based on an estimated annual sales tax contribution to the City of Stockton General Fund of $103.13 per Active Adult household, and $111.05 per traditional community households, the total sales tax revenue resulting from future development of the annexation area would be $285,130 annually.
TABLE THREE: Projected Annual Retail Sales Tax Revenue Upon Project Buildout

<table>
<thead>
<tr>
<th></th>
<th>Active Adult Residential</th>
<th>Traditional Residential</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Estimated Total Annual Retail Sales Expenditures by Community</td>
<td>$10,298,750</td>
<td>$34,646,040</td>
<td>$44,944,790.00</td>
</tr>
<tr>
<td>Estimated Total Annual Retail Sales Expenditures in Stockton</td>
<td>$7,724,063</td>
<td>$20,787,624</td>
<td>$28,511,687.00</td>
</tr>
<tr>
<td>Estimated Total Annual Retail Sales Expenditures Per Household allocated to the City of Stockton General Fund</td>
<td>$103.13</td>
<td>$111.05</td>
<td>$108.70</td>
</tr>
<tr>
<td>Total Estimated Sales Tax Revenue Allocated to the City of Stockton</td>
<td>$77,244</td>
<td>$207,886</td>
<td>$285,130.00</td>
</tr>
</tbody>
</table>

1 - Sources: City of Stockton 2002-2003 Budget, Pulte Corporation, Gruen, Gruen + Associates.
2 - Based upon the maximum density per village indicated in the Master Development Plan for total units project-wide upon buildout.

4. Franchise Tax - Franchise taxes are levied upon providers of refuse services, cable television services, and power providers. Franchise taxes are charged against all utility revenues, and is levied against the provider rather than the customer. As the vast majority of the projected uses would be residential in nature, the projected franchise taxes are based solely upon projected residential use generation.

The Stockton Municipal Code (SMC) stipulates that PG & E franchise fees for natural gas and electricity amount to two percent of gross annual receipts. The average monthly household bill in 2002 for gas and electricity in Stockton was $103.50, making the Annual Bill per household $1,242.00 ($103.50 x 12). Thus, the estimated annual franchise tax generated per household is $24.84. Using the anticipated project buildout of 2,621 residential units, the electricity and natural gas franchise tax revenue for the project would be $65,106 annually.

The SMC specifies that cable television franchises shall pay a minimum of three percent of gross annual receipts to the City. The average monthly household bill in 2002 for cable service in Stockton was $40.11, making the annual cable service revenue in Stockton $481.32 per household ($40.11 x 12). Multiplying this estimated annual revenue by 2,621 units yields a gross annual revenue for cable service in Stockton of $1,261,540. Allocating three percent of the estimated gross revenues to the City of Stockton would result in annual cable service franchise tax revenues of $37,846.

City of Stockton franchise fees for telephone service are established in the SMC as two percent of gross annual receipts. Assuming an average household monthly bill for telephone service of $52.29 (as indicated by Comcast), the average annual
CITY SERVICES PLAN

household bill would be $627.48. With the anticipated buildout of 2,621 units, the annual gross receipts for telephone service within the project would be $1,644,625. Two percent of the estimated gross receipts would result in annual telephone franchise tax revenues of $32,893.

Refuse Services, including residential and commercial collection of refuse and garden waste are contracted to the City of Stockton by two collection service providers. The City Ordinance addressing the franchise tax for these services is expected to be modified, effective June 2004, to indicate that the franchise tax for these services shall be 20 percent of the collected fees. The average monthly fees for refuse services per household in Stockton for 2002 were $16.15. Thus, by multiplying this figure by the anticipated buildout of 2,621 units, gross revenues are estimated to be $507,950 making the refuse and garden waste franchise tax $101,590 annually.

Thus, total franchise fees to the City of Stockton would be $237,435 annually ($65,106 + $37,846 + $32,893 + $101,590).

5. Utility User Tax – A utility user tax is levied against all non-public users of gas, electric, water, telephone, and cable television services. Utility User Tax is presently based upon eight percent of the customers monthly bill; however, Utility User Tax will be reduced to six percent by lowering the tax rate by one-quarter percent per year for eight years effective July 1, 2004. Utility User Tax estimates have been based on residential uses, based on the six percent rate. Some additional assumptions have been made relative to the average household usage, including very limited Utility User Tax revenue generated from cellular phone, digital phone and internet services, which can vary significantly from household to household.

<table>
<thead>
<tr>
<th>Utility</th>
<th>Average Monthly Bill per Household</th>
<th>Average Annual Bill per Household</th>
<th>6% Utility User Tax Revenue per Household</th>
<th>Number of Households</th>
<th>Total Annual UUT Revenue</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gas</td>
<td>$30.75</td>
<td>$369.00</td>
<td>$22.14</td>
<td>2,621</td>
<td>$58,029</td>
</tr>
<tr>
<td>Electricity</td>
<td>$72.75</td>
<td>$873.00</td>
<td>$52.38</td>
<td>2,621</td>
<td>$137,288</td>
</tr>
<tr>
<td>Water</td>
<td>$23.00</td>
<td>$276.00</td>
<td>$16.56</td>
<td>2,621</td>
<td>$43,404</td>
</tr>
<tr>
<td>Cable TV</td>
<td>$40.11</td>
<td>$481.32</td>
<td>$28.88</td>
<td>2,621</td>
<td>$75,694</td>
</tr>
<tr>
<td>Telephone</td>
<td>$52.29</td>
<td>$627.48</td>
<td>$37.65</td>
<td>2,621</td>
<td>$98,681</td>
</tr>
<tr>
<td>Total</td>
<td>$218.90</td>
<td>$2,262.80</td>
<td>$157.61</td>
<td>2,621</td>
<td>$413,096</td>
</tr>
</tbody>
</table>

1 - Sources: PG & E Corporation, City of Stockton MUD, FCC, Comcast, Gruen, Gruen + Associates.
2 - Based upon the density provided within the small-lot VTM.

Using an estimated annual Utility User Tax revenue of $157.61 per single-family dwelling, and multiplying by the potential number of households upon buildout, the annexation area would generate $413,096 in Utility User Tax annually. This excludes
CITY SERVICES PLAN

Utility User Tax revenue generated from the anticipated commercial uses (Marina) and the proposed private recreational facilities, which represent a very low percentage of the overall Utility User Tax revenue generated from the project.

6. State Subventions – Taxes levied by the State of California, including gas taxes and motor vehicle in-lieu of tax, result in a source of tax revenue to the City of Stockton. Motor vehicle in-lieu of tax and gas taxes are not a General Fund revenue, but are transferred by the State through complex formulas into the City General Fund to fund upgrades, construction, and maintenance of public roads.

<table>
<thead>
<tr>
<th>TABLE FIVE: Projected Annual Revenue From State Subventions</th>
</tr>
</thead>
<tbody>
<tr>
<td>2001-2002 City of Stockton Motor Vehicle In-Lieu of Tax</td>
</tr>
<tr>
<td>2001-2002 Gas Tax Interfund Transfer to General Fund</td>
</tr>
<tr>
<td>2002 City of Stockton Population</td>
</tr>
<tr>
<td>Motor Vehicle In-Lieu of Tax Revenue per Capita</td>
</tr>
<tr>
<td>Gas Tax Transfer per Capita</td>
</tr>
<tr>
<td>Estimated Population Within Project Area Upon Buildout</td>
</tr>
<tr>
<td>Total Annual Motor Vehicle In-Lieu of Tax Revenue</td>
</tr>
<tr>
<td>Total Annual Gas Tax Transfer Revenue</td>
</tr>
<tr>
<td><strong>Total Annual Revenue From State Subventions</strong></td>
</tr>
</tbody>
</table>

1 - Sources: City of Stockton, Gruen, Gruen + Associates.

2 - Based upon the maximum density of 2,621 units, as proposed on the small-lot TVM. Conventional housing occupancy was estimated at 3.1 residents/household, Active Adult housing occupancy was estimated at 1.8 residents/household, resulting in a projected 7,151 residents upon buildout.

The revenue per capita was estimated by dividing the 2001-2002 General Fund revenue from the selected tax sources by the estimated population for the City of Stockton in 2002. The projected per capita number projected was calculated by first multiplying the 1,872 traditional units by 3.1 residents per household, or the average household size in Stockton, and multiplying the 749 active adult units by 1.8 residents per household, which is the average density per household within most active adult communities. This calculation resulted in a planned population of 7,151 residents. Using a combined estimated annual per capita contribution of $70.16 for these sources, and multiplying by the projected residential population for the project, the annual revenue from state subventions for the annexation area would be $501,714 upon buildout.

6. Measure K – Local Street Repair – Measure K is a ½-cent sales tax solely dedicated to funding transportation projects in San Joaquin County, passed by voter initiative in November 1990. Measure K sales tax provide funding for an array of transportation projects, including improvements to highways ands local streets, new passenger rail service, railroad crossings, regional and interregional bus routes, park-and-ride lots,
CITY SERVICES PLAN

and new bicycle facilities. Local jurisdictions receive an annual funding allocation for local street repairs, operations and safety improvements as part of the Local Street Repair Program. The seven cities within San Joaquin County share with the County 35% of the Measure K sales tax revenue for funding the Local Street Repair Program, as allocated by the San Joaquin Council of Governments (COG). The COG reviews the allocation formula every three years to ensure the allocation is being distributed in the most equitable manner available. The remaining 65% of the sales tax revenues are administered by the COG using a competitive project ranking system. Thus, only the portion of Measure K funds allocated to the City of Stockton for the Local Street Repair Program is considered in this Plan.

For the fiscal year 2003/2004, the City of Stockton’s allocation of Measure K funds was $3,505,000, which amounts to approximately $13 per capita. Using this as a projection of the share of Measure K funds the COG would allocate to Stockton in the future, when multiplying by the estimated residential population for the project the estimated annual City of Stockton allocation increase for the annexation area upon buildout would be $92,963.

7. On-site Infrastructure Improvements – For developments within the City of Stockton, the project developer is responsible for the installation of all on-site public improvements, such as streets, underground sewer, water and storm drainage systems, and their connection to existing City systems. This would include necessary street and utility improvements of existing streets with frontage along the project site. As development occurs within the proposed annexation area, there may be infrastructure improvements constructed which have city or area-wide benefit. In this case, the developer of these improvements would be entitled to reimbursement as connection to these infrastructure improvements occurs. The cost for the City to manage the reimbursement for these improvements is not considered significant enough for inclusion in this analysis.

<table>
<thead>
<tr>
<th>TABLE SIX: Projected Annual City Revenues Generated Upon Development</th>
</tr>
</thead>
<tbody>
<tr>
<td>Source</td>
</tr>
<tr>
<td>------------------------------</td>
</tr>
<tr>
<td>Property Tax</td>
</tr>
<tr>
<td>Property Transfer Tax</td>
</tr>
<tr>
<td>Sales Tax</td>
</tr>
<tr>
<td>Franchise Tax</td>
</tr>
<tr>
<td>Utility User Tax</td>
</tr>
<tr>
<td>State Subventions</td>
</tr>
<tr>
<td>Measure K</td>
</tr>
<tr>
<td><strong>Total Revenue</strong></td>
</tr>
</tbody>
</table>
8. Public Facilities Fees – As new urban development results in the need for City-wide capital improvement projects, funding for these projects is provided in part by the City’s Public Facilities Fees. Projects funded by these fees include City offices, libraries, fire and police stations, community recreational facilities, securing park land, street improvements, surface water resource development improvement, and air quality improvement projects. Other development fees enacted by the City of Stockton provide funding for street trees, wastewater and water connections, water treatment facilities, and signalization of existing intersections. Provisions in the City

<table>
<thead>
<tr>
<th>Fee Category</th>
<th>Fee Per Single-Family Unit</th>
<th>Total Fees Collected</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. City Office Space</td>
<td>$171.51</td>
<td>$452,149</td>
</tr>
<tr>
<td>2. Fire Protection</td>
<td>$164.25</td>
<td>$430,499</td>
</tr>
<tr>
<td>3. Libraries</td>
<td>$333.66</td>
<td>$874,523</td>
</tr>
<tr>
<td>4. Police Protection</td>
<td>$361.55</td>
<td>$947,623</td>
</tr>
<tr>
<td>5. Community Centers</td>
<td>$258.25</td>
<td>$676,873</td>
</tr>
<tr>
<td>6. Surface Water</td>
<td>$2,611.00</td>
<td>$6,843,431</td>
</tr>
<tr>
<td>7. Street Improvements</td>
<td>$2,861.41</td>
<td>$7,499,756</td>
</tr>
<tr>
<td>8. Parkland</td>
<td>$1,962.70</td>
<td>$5,144,237</td>
</tr>
<tr>
<td>9. Habitat/Open Space</td>
<td>$1,103.00</td>
<td>$2,890,963</td>
</tr>
<tr>
<td>Conservation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10. Air Quality</td>
<td>$133.26</td>
<td>$349,274</td>
</tr>
<tr>
<td>Subtotal Fees 1-10</td>
<td>$9,577.00</td>
<td>$26,109,328</td>
</tr>
<tr>
<td>Administrative Fee (2.5 percent of Fees 1-10)</td>
<td></td>
<td>$652,733</td>
</tr>
<tr>
<td>Subtotal</td>
<td>$26,762,061</td>
<td></td>
</tr>
<tr>
<td>11. Water Connection Fee</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>12. Wastewater Connection Fee</td>
<td>$2,850.00</td>
<td>$7,469,850</td>
</tr>
<tr>
<td>Subtotal Fees 11-12</td>
<td></td>
<td>$7,469,850</td>
</tr>
<tr>
<td>Administrative Fee (3.5 percent of Fees 11-12)</td>
<td></td>
<td>$261,445</td>
</tr>
<tr>
<td>Subtotal</td>
<td>$7,731,295</td>
<td></td>
</tr>
<tr>
<td>13. Traffic Signal Fee</td>
<td>$81.80</td>
<td>$214,398</td>
</tr>
<tr>
<td>14. Property Transfer Tax</td>
<td>(see Section II, Part 2)</td>
<td>$467,443</td>
</tr>
<tr>
<td><strong>GRANDTOTAL</strong></td>
<td></td>
<td><strong>$35,175,197</strong></td>
</tr>
</tbody>
</table>
CITY SERVICES PLAN

1 - Sources: PG & E Corporation, City of Stockton MUD, FCC, Comcast, Gruen, Gruen + Associates.
2 – Based upon the maximum density per village indicated in the Master Development Plan for total units project-wide upon buildout.

Notes:

1. The Capital Facilities Fees are based on rates for the City of Stockton Fee Area 1, which includes most of north Stockton. Because the project area is not within the City Boundary, the site could be subject to a different fee structure.
2. Table C excludes any Capital Facility Fees collected for development of a future Pre-school, improvements to Paradise Point Marina, or other potential public or commercial improvements.

Ordinance have been written so that the schedule of fees can be adjusted annually to reflect current infrastructure and utility costs. Fee payments are required upon recordation of the Final Subdivision Map, or when Building Permits are issued. Thus, there are City Ordinances and Resolutions in place that enable the City to collect the various fees, and to adjust the schedule of public utilities fees to anticipate the amount of fees that need to be collected to fund the applicable capital improvements at the time development would occur.

b. Domestic Water Service

Potable water for the Stockton Metropolitan Area is provided by three water suppliers: 1) the City of Stockton Water Utility (City), 2) the California Water Service Company (Cal Water) and, 3) the County of San Joaquin (County) through County Maintenance Districts. The Stockton East Waste District (SEWD) supplies treated surface water to the City, Cal Water, and the County under a four party wholesale water supply agreement. The City serves more than 33,500 connections within the City of Stockton, Cal Water serves more than 43,000 connections of which approximately 10,950 are outside of the City limits, and the County Maintenance Districts serve approximately 2,400 unmetered connections, primarily in the Lincoln Village and Colonial Heights subdivisions. All City and Cal Water services are metered. In water year 1999-2000, the City supplied 53.6% of the total water used in the metropolitan area, while Cal Water supplied 42.6% and the County’ Maintenance Districts supplied 3.7%.

The City of Stockton Water Utility provides water service to a population of approximately 110,000 in the City of Stockton and 1,000 in unincorporated portions of the Stockton urban area. The Utility operates two major water systems within the City, one serving an area in North Stockton and another serving South Stockton. The City also provides water service in a small service area that includes the Diamond Walnut Plant in South Central Stockton.

Summary of Water Supply Sources

Domestic water would be provided to the annexation area by the City of Stockton’s Water Utility. The sources of domestic water available to the City of Stockton to serve future development include groundwater and surface water. Historically, prior to the execution of
the second amended contract between SEWD, San Joaquin County, Cal Water, and the City, the City received less than 5% of its water from surface water supply sources. Subsequent to that amendment, the City’ surface water allocation has gradually increased such that it now comprises approximately 60-70% of the water provided to customers by the City of Stockton. The other 30-40% is produced by City-owned wells from the groundwater basin. Over the past two years, because of exceptional amounts of precipitation provided in the winter months, surface water has been more abundant and comprised the majority of the water supply distributed by the City. Surface and groundwater are used conjunctively by the urban area water purveyors.

**Groundwater**

Currently, the City operates 24 groundwater wells in North Stockton, 6 groundwater wells in South Stockton, and 3 in the Diamond Walnut Water System. The 23 wells in the north provide groundwater, which combined with surface water from SEWD, make up the water supply for the North Stockton system. The 6 wells in the South Stockton Water System provide the water for that system exclusively. The City’ Master Water Plan calls for the continued construction of wells until an adequate long-term supply of surface water can be obtained which will sufficiently meet both base and peaking requirements.

Salt water intrusion from connate brines under the Delta into Stockton’s western regions threatens groundwater quality, and small annual increases in salinity have been noted during years with low surface water availability. However, due to additional surface water deliveries in recent wet years, groundwater has risen to pre-drought levels and the salt water intrusion condition has been somewhat relieved.

A study prepared for SEWD indicates that the use of fertilizers and pesticides has also impacted groundwater quality in the Stockton area. The study identified three areas within the Stockton groundwater basin for which there is a significant potential for migration of contaminants within the next 30 years. Two of these three areas are located within the City’s service area: one in North Stockton and one in South Stockton.

**Surface Water**

Until 1977, groundwater was the sole source of supply for domestic water users in the Stockton area. A supplemental surface water supply was established in 1977 when the SEWD water treatment plant began operation. The SEWD plant currently has an approved treatment capacity of up to 45 million gallons per day (MGD) and the main source of supply to this plant is Calaveras River water. This water, which is stored in New Hogan Reservoir, is diverted from the Calaveras River at Bellota and transported through a 12 mile long, 54-inch diameter pipeline to the Plant. After treatment, water is distributed under a water supply contract between the City, Cal Water, and the County in proportion to the total amount of water use that each agency comprises in the Stockton region.
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The City’s current allocation accounts for approximately 42 percent of the SEWD Treatment Plant output. Cal Water’s allocation accounts for 56 percent, and 2 percent is delivered to County Maintenance Districts through the City of Stockton’s distribution system. SEWD is currently allotted an average of 84,000 acre-feet of Calaveras River water per year from New Hogan Reservoir, however, 44 percent of this amount is an interim supply in accordance with a decision by the State Water Resources Control Board, which recognized the area of origin rights of Calaveras County to this supply.

Stockton East Water District has a contract with the Federal Bureau of Reclamation (USBR) for water from New Melones Reservoir on an interim (but long-term) basis. SEWD has a maximum allotment of 75,000 acre-feet per year, and has reserved approximately 40,000 acre-feet per year of this water for domestic use in the Stockton area. This water is conveyed from the New Melones Reservoir to the SEWD plant via a conveyance system, referred to as the New Melones Conveyance System, completed in January 1994.

In 1999, the City of Stockton, SEWD, Cal Water, and San Joaquin County executed a ten-year renewable agreement with the Oakdale Irrigation District and the South San Joaquin Irrigation District to purchase up to 30,000 acre-feet of water annually. The actual quantity of water transferred would vary based upon the inflow into the New Melones Reservoir. In years where the inflow is at least 500,000 acre-feet, the contract provides that the full amount of 30,000 acre-feet would be made available. In those years where the inflow to New Melones Reservoir is less than 500,000 acre-feet but greater than 450,000 acre-feet, the contract provides that the amount of water made available would be 12,500 acre-feet. When annual inflow is less than 450,000 acre-feet, the contract provides that the amount of water to be made available would be reduced to 8,000 acre-feet. The water transferred under this agreement would be diverted from the Stanislaus River and conveyed to SEWD through the New Melones Conveyance System.

The City of Stockton is also exploring other alternatives to meet anticipated water supply requirements. These alternatives include an Application with the State Water Resources Control Board to perfect the City’s rights to water in the Delta, groundwater storage in the Farmington area, the extension of the Folsom South Canal to San Joaquin County, and participation in a joint conjunctive use project involving North San Joaquin County water agencies, the County, and other interested parties. None of these alternatives, however, have yet been implemented.

The City of Stockton will also continue to support the efforts of San Joaquin County, Stockton East Water District, and other interested parties in pursuing additional surface water supplies for the City Water Utility, the City of Stockton, and those affected by the overdraft of the groundwater basin in Eastern San Joaquin County. These efforts include, but are not limited to, supporting SEWD’s efforts to obtain water rights for wet year water from Little John Creek and the Calaveras and Stanislaus Rivers, and supporting San Joaquin County’s efforts to obtain water rights on the Mokelumne and American Rivers.
CITY SERVICES PLAN

New state laws require municipalities to demonstrate the ability to provide a 20-year water supply for residential developments over 500 units. In response, the City of Stockton has recently completed a regional plan to quantify its 20-year water supply. This Water Supply Assessment, performed by Montgomery Watson Harza, concluded that the City currently had a certifiable supply to include an additional 4,000 acres of new development. The City will supply water on a first-come, first-serve basis, regardless of geo-political boundaries. It is expected that all developments will be required to prepare a supplement to this assessment. The City and applicant have entered into an Annexation Memorandum of Understanding (MOU) to provide water for the proposed project based on applicable fees.

The City of Stockton has instituted a surface water supply connection fee to finance the new development portion of the New Melones Conveyance System Project. In anticipation of the New Melones water, SEWD is also planning to increase the overall capacity of their water treatment Plant to 60 MGD in five years. The Surface Water Fee is $2,426.00 per single-family unit, payable upon issuance of a Building Permit. Based on the projected total of 2,621 residences within the annexation area upon buildout, the total Surface Water Fees collected would amount to $6,843,431 (see Table Seven, page 8).

Water Distribution System

Construction of the conveyance facilities for New Melones Reservoir water to the treatment plant and expansion of the water treatment plant have helped meet the water needs of the planning area. Since 1988, a portion of the infrastructure to serve the project site has been constructed. This infrastructure includes the Northwest Reservoir (two 3.4 million gallon storage tanks and associated transmission facilities within the Spanos Park West Project), and the segment of the North Stockton 30-inch line. A 24-inch line, which exists along Consumnes Drive in Spanos Park West would be extended into the annexation area. A 12-inch water line located in Eight Mile Road and a 12-inch line in Trinity Way could also be extended into the annexation area. Numerous smaller pipes to distribute water at the appropriate pressures to all points within the system are also necessary to serve future development in the area. If it is determined that additional capacity for the Northwest Reservoir is necessary for serving this project, construction of these facilities will be the responsibility of the project developer, and financing of these off-site improvements will be based on “fair share” cost and benefit.

c. Waste Water

Presently the annexation area is mostly used for agricultural production. The Paradise Point Marina is located in the southwestern portion of the area, and is currently serviced by septic systems. Sewage from future development in the area would be treated at the City of Stockton’s Regional Wastewater Control Facility (RWCF) located on Navy Drive in southwest Stockton. The RWCF provides secondary and tertiary treatment of wastewater, and following treatment, effluent is discharged into the San Joaquin River in accordance with the terms of a National Pollution Discharge Elimination System Permit issued by the Central Valley Regional Water Quality Control Board.
Stockton’s adopted Wastewater Treatment Master Plan points out that certain unit processes at the RWCF are approaching their functional capacity. Engineering-Science also points out in their 1992 Secondary Treatment Facilities Expansion Study that the actual wastewater treatment capacity is estimated to be 38 million gallons per day (MGD) of average dry weather flow. The present amount of average dry weather flow being treated at the RWCF is approximately 30 MGD during the non-canning season and 38 MGD during the canning season. The City has initiated the construction of a six-staged plant expansion program at the RWCF to increase the overall treatment plant capacity. Under the expansion program, the RWCF would be capable of treating 56 MGD by December 2003. The Stockton City Council approved a general plan build out wastewater treatment capacity of 55 MGD in July 1997.

Existing Collection System

Upon annexation, the Stockton Sewage Collection and Treatment System would service the area, by extending lines from Spanos Park West. Currently, a 30-inch gravity force main is located at the western end of Spanos Park West in Cosumnes Drive. A 24-inch line also exists in Trinity Way and a sewer stub is located in Eight Mile Road. These lines are within Collection System No. 10. The collection lines within Collection System No. 10 downstream of the annexation area are currently below system capacity. There is a sewer lift station, referred to as the 14-Mile Sanitary Pump Station that is approaching its capacity of approximately 7 MGD.

There is currently capacity in System #10 to serve the annexation area because other planned developments in the service area have not yet been built. Ultimately, improvements to a pump station and potentially a new force main will be required to serve regional development. The timing of these improvements and whether to proceed with interim up sizing or full build out is currently under review by a consultant hired by the City, West Yost & Associates. Financing of these off-site improvements will be based on “fair share” cost and benefit.

Prior to approval of improvement plans, the master developer shall provide an analysis that verifies adequate capacity of the 14-Mile Pump Station to accommodate future development within the annexation area. In the event that adequate capacity does not exist, the developer shall proceed with the necessary upgrades, and establish an appropriate financial mechanism for recovering reimbursement for his overriding of those upgrades.

d. Storm Drainage

The annexation area is presently within Reclamation District No. 2042, which operates a series of drainage ditches and pump stations on Bishop Tract. Existing District drainage ditches are located along a portion of the annexation area fronting on Eight Mile Road, defining the south and east boundary between the Spanos Parcel and the annexation area/ Westlake Project.
CITY SERVICES PLAN

Infrastructure improvements proposed as part of the Westlake Project would include construction and dedication to the City of Stockton a municipal storm drainage system consisting of a network of pipelines, and a new pump station to serve the Westlake Project and the Spanos Parcel. The new outfall would be located in Pixley Slough and would serve the on-site lake system maintained by the HOA.

City Ordinances regulating grading, erosion control, and discharge control provide the City of Stockton with local oversight of storm water planning. This includes local management of the Federal and state programs for implementation of the National Pollution Discharge Elimination System (NPDES), including the general permit system and control of storm water quality impacts.

The City has adopted a Stormwater Ordinance and developed a rate structure for the City’s Storm Water Pollution Program and Stormwater Ordinance. Costs associated with storm drainage collection, treatment and discharge would be solely the responsibility of the project developer for any portion of the annexation area.

e. Solid Waste Disposal

The City of Stockton provides collection of municipal refuse as mandated by City Ordinance. Solid waste collection services in Stockton are provided via franchise agreements with two residential providers and three commercial/industrial providers. Materials are collected by City employees and transported to the Forward landfill site located on Austin Road. Household garden refuse (green waste) generated by Stockton residents is collected by the City’s Public Works Department as a separate service. The Forward Landfill site has a remaining life of approximately 20 years; there is not a shortage of landfill capacity under current conditions.

f. Law Enforcement Services

The City of Stockton would ensure that law enforcement services are expanded to serve the annexation area. Police services would include increasing established police beats to serve the 7,151 residents that are anticipated to reside within the annexation area upon buildout. (For resident projections, see Note 2, Table Five). New police beats would be created and additional officers would be hired to serve the annexation area as development is approved.

Capital costs of Police Department services expansion is accounted for by the City’s Public Facilities Fees Program; however, police protection services are presently operating at a deficit. The City of Stockton has established a fee of $361.55 per single-family residential housing unit for police facilities, payable upon issuance of a building permit. Based on the 2,621 housing units proposed in the annexation area, the total fees generated by development within the area for funding a future police station expansion would total $947,623.
g. Fire Protection

The Stockton Fire Department (SFD) would provide fire protection services, upon annexation within the annexation area. SFD is responsible for fire protection services, water rescues, technical rescues (e.g., building collapse rescues), fire hydrant maintenance, training, fire dispatch, weed abatement, and response to hazardous materials spills within the City.

Development projects proposed in the annexation area will be evaluated for meeting SFD standards during the improvement plan design and review process. This would include fire sprinkler requirements, water system design, fire flow requirements, fire hydrant placement, and response times, discussed further below.

Capital costs for SFD expansion are accounted for by the City’s Public Facilities Fees Program. SRD has a five-year Master Plan that serves as a basis for determining current and long-term levels of service provisions. The Master Plan addresses staffing and equipment needs as well as standards for response times. The nearest SFD station is located at 3019 McNabb Place (Station #14). Response time from this station to the annexation area would be expected to exceed the recommended response times included in the Master Plan. To address this, the project proponent has set aside a 2-acre site in the northeast portion as a future location for a Fire Station to serve northwest Stockton. This site could also accommodate a police sub-station, if desired by the City.

h. Parks and Recreational Facilities

The City of Stockton will ensure that neighborhood and community parks are provided to serve the City’s existing residents as well as the residents of new development within the annexation area. San Joaquin County oversees regional park planning and maintenance. The Master Development Plan for the Westlake Project indicates that 12.7 acres would be set aside for a Community Park, and 12 acres within the project would be dedicated as Neighborhood Parks. In addition, two Community Centers, 4.0-acre and 3.6-acre in size are proposed, along with several bicycle and pedestrian trails throughout the project. A number of the neighborhood parks within Westlake may be privately maintained, providing an additional benefit to the City in terms of maintenance costs.

Future development would conform with the minimum standards within the Master Development Plan, and parkland standard of the City of Stockton’s Park and Recreation Element of the General Plan. If it is determined by City Staff that the Westlake Project would not provide adequate community parkland space and the proposed size and acreage of the neighborhood parks does not meet minimum City size requirements, the developer would
be required to pay in-lieu fees equivalent to the park acreage requirements (per City standards) that remain unfulfilled. These fees would be paid prior to issuance of building permits.

i. Libraries

The public library system is operated by the City of Stockton with joint funding by San Joaquin County. Existing public libraries in proximity of the annexation site include the Troke Branch at 502 Benjamin Holt Drive, located approximately eight miles away. No public Facility Fee for libraries will be collected as part of this project.

j. Schools

The annexation area is located within the Lodi Unified School District (LUSD). The LUSD is responsible for providing public education to area residents for the elementary, middle, and high school levels. In light of the current vacant condition associated with the site and vicinity, there are no students being generated from the annexation area and no educational facilities.

Discussions regarding the provision of an elementary school site, its location and size requirements have been initiated between the Developers of the Westlake Project and the LUSD. The plan includes an 11-acre site in the southeast portion of the project area for a future school site. It is expected that the students generated from the Westlake project would be served by the proposed Westlake elementary school, the new elementary school in Spanos Park West, Delta Sierra Middle School, and Bear Creek High School.

k. Power and Communications Sources

Natural gas and electric services will provide necessary energy sources to the annexation area. SBC will provide land line telephone service, and Comcast will provide cable television services to the site. There are existing systems in place providing these services to the residents and businesses within Spanos Park West directly to the east, and to other properties in the vicinity of the annexation area. These providers do not anticipate that extending services to serve the annexation site will be an issue. Prior to the installation of facilities, cost-sharing agreements between the develop(s) and the various power and communication service providers will need to be executed.

III. Maintenance of Public Facilities

It is anticipated that the roadway system would consist of a combination of publicly and privately maintained roads. Roadways within the annexation area would be maintained by either an established Homeowners Association (HOA), a Landscaping and Lighting District (LLD), or by the City of Stockton. Eight Mile Road would be jointly maintained by the City
CITY SERVICES PLAN

of Stockton and San Joaquin County. Existing roads, particularly Eight Mile Road, would be impacted by the added traffic resulting from future development of the area, increasing the demand for road maintenance. However, the increase of services should be funded by Fuel Tax funds generated by the future residents.

Prior to securing building permits, the developer of any proposed project would be required to pay Public Facilities Street Improvement Fees and Traffic Signal Fees. These fees amount to $2,087 and $877 per single-family residence respectively, and are used to fund intersection and roadway improvements in the City’s Capital Improvement Plan. Refer to Table Three for a complete breakdown of the various Capital Facility Fees generated by the anticipated development of the annexation area.

Mitigations cited in the Westlake EIR also address other off-site road improvements, off-site infrastructure improvements, and additional fees deemed necessary to address project impacts on City facilities. Construction costs for some infrastructure improvements may be subject to reimbursement through the Public Facility Fees program or future area of benefit.

REFERENCES

City of Stockton Comprehensive General Plan, January 22, 1990.

City of Stockton Westlake Project Master Development Plan, July 2003.


City of Stockton Wastewater Treatment Master Plan, 1992.


Sources of information obtained from communications with individuals representing corporations or government agencies are referenced herein.
ENVIRONMENTAL (FEIR1-04)
EXHIBITS 1 AND 2
AND EXHIBIT A

SPANOS FAMILY PARTNERSHIP
WESTLAKE VILLAGES PROJECT
Item E-6(a): ENVIRONMENTAL CLEARANCE – Certification of Final Environmental Impact Report and Adoption of CEQA Findings/Statement of Overriding Considerations/Mitigation Monitoring Program
Case No. FEIR1-04, Spanos Family Partnership

Data: At its meeting of August 26, 2004, the Planning Commission will accept oral comments on and consider the certification of the Final Environmental Impact Report (FEIR1-04) for the Westlake Villages Project. The Commission will also consider the recommended "Findings, Statement of Overriding Considerations, Mitigation Monitoring and Reporting Program for the Westlake Villages Project" ("Findings"). The Final EIR1-04 (which incorporates the Draft EIR, Exhibit 2; the Final EIR, Exhibit 3; and the Findings and Mitigation Monitoring and Reporting Program, Exhibit 4 by reference) must be considered prior to taking action on the project. The "Findings" as recommended or as amended, must be adopted in order for the Commission to recommend approval of the related General Plan amendment, rezoning, Specific Plan amendment, Development Agreement, Master Development Plan and tentative maps on this same agenda [Items E-6 (c), (f), (d), (e), (b), (g), respectively.]

Discussion: This Final Environmental Impact Report (FEIR1-04) addresses the environmental impacts of the General Plan amendment, rezoning, Specific Plan amendment, Master Development Plan, Development Agreement and tentative maps related to the development of the Westlake Villages Project. In addition, FEIR1-04 addresses the related annexation and Sphere of Influence amendment applications to be filed with the Local Agency Formation Commission (LAFCO).

The Planning Commission must independently review, consider and certify the Final EIR as to its adequacy and compliance with the State and City CEQA Guidelines prior to approving or recommending that the City Council approve any related discretionary authorizations as applicable. Pursuant to Sections 15091 and 15093 of the State CEQA Guidelines ("Findings"), the City is prohibited from approving or carrying out a project for which a Final EIR has been completed which identifies one or more significant environmental effects of the project unless the City makes one or more written findings for each of those significant effects, accompanied by a brief explanation of the rationale for each finding.

As identified in the Findings report regarding significant impacts, project implementation cumulatively contributes to several significant unavoidable impacts for which a "Statement of Overriding Considerations" must be adopted for any project approval, in accordance with Section 15093 of the State CEQA Guidelines.
The Draft EIR (Exhibit 2 - Chapter 19) identified and compared the relative environmental merits of a range of reasonable alternatives to the proposed project. The findings for rejecting the project alternatives in favor of the proposed project are provided in the Findings document (Exhibit 4).

Recommendation: It is recommended that the Planning Commission certify the Final Environmental Impact Report (FEIR1-04) and adopt the "Findings, Statement of Overriding Considerations, Mitigation Monitoring and Reporting Program for the Westlake Villages Project" ("Findings"), prior to, or in conjunction with any related discretionary actions for which the Commission is the final decision-making body. Similarly, the Planning Commission should recommend that the City Council certify Final EIR1-04 and adopt the related Findings prior to, or in conjunction with, any applicable discretionary approvals for this project, based on the following findings:

1. The Final EIR has been completed in compliance with the California Environmental Quality Act (CEQA), the State CEQA Guidelines, and the City of Stockton Guidelines for the Implementation of CEQA.

2. The Final EIR has been reviewed and considered prior to any related project approvals, reflects the City's independent judgment and has been found to be adequate for such approvals.

3. The anticipated benefits of the proposed project outweigh the unavoidable or unresolved adverse environmental effects as supported by the "Findings, Statement of Overriding Considerations, Mitigation Monitoring and Reporting Program for the Westlake Villages Project."

4. Based on the significant and/or potentially significant environmental effects identified in the Environmental Impact Report for the Westlake Villages Project (FEIR1-04) and pursuant to Sections 15091 and 15093 of the State CEQA Guidelines, all applicable approvals are based on, and subject to, the adopted findings, mitigation/measures and mitigation monitoring/reporting provisions, as specified in the "Findings, Statement of Overriding Considerations, Mitigation Monitoring and Reporting Program for the Westlake Villages Project," dated August 2004.

August 19, 2004

Note: Staff reports are prepared well in advance of the Planning Commission consideration of the proposal and reflect the staff's view based on the best available information at the time the report was formulated. Evidence submitted during the course of the public meeting may require a re-evaluation of the staff's position.

This staff report has been prepared by Senior Planner David Stagnaro, AICP.
Draft

WESTLAKE VILLAGES

ENVIRONMENTAL IMPACT REPORT

EIR FILE #1-04
SCH #2004052105

June 25, 2004

A copy of this document is available for review in its entirety at the Community Development Department, Planning Division, Permit Center, 345 North El Dorado Street, Stockton, CA.
Final

WESTLAKE VILLAGES

ENVIRONMENTAL IMPACT REPORT

FINDINGS, OVERRIDING CONSIDERATIONS, MITIGATION
MONITORING AND REPORTING PROGRAM

EIR FILE #1-04
SCH #2004052105

LSA

August 20, 2004
Stockton Planning Commission  
345 N. El Dorado  
Stockton, CA 95202

26 August 2004

RE: Comments on Consultant Response to Sierra Club Comments on Westlake Villages EIR

Dear Planning Commissioners:

We were dismayed to read the consultant's hostile and inaccurate response to our comments requesting that the applicant of this project mitigate for the loss of agricultural lands by paying a per acre fee to purchase agricultural easements. The consultants, who apparently did not bother to consult with an attorney, cited an Appellate Court case that has been depublished. Depublished cases may not be used in citing precedent. Please correct this error in the Final EIR.

On February 18, 2004, the California Supreme Court ruled in favor of the Sierra Club and the California Farm Bureau Federation and agreed to depublish an appellate court decision on Friends of Kangaroo Rat vs. California Department of Corrections. For anyone seeking to keep California from losing its farmland and openspace, this was very good news.

Last fall, in a California Environmental Quality Act case (CEQA), a judge from the 5th Appellate District Court ruled against the Friends of the Kangaroo Rat, and suggested that the court may not require the California Department of Corrections to mitigate the conversion of agricultural land taken for a prison project. Never mind that farmland and openspace mitigation agreements of exactly the type that the Friends of the Kangaroo Rat had sought had been a regular product of CEQA proceedings for years. The Sierra Club has regularly sought such mitigation agreements. The California Building Industry Association (CBIA) was so delighted with the opinion that they asked the appellate court to publish it, and hence to make it a precedent. The appellate court obliged the CBIA.

In response, the Farm Bureau and the Sierra Club then joined forces to petition the California Supreme Court to depublish the decision. The Supreme Court agreed.

Sincerely,

Eric Parfrey, Chair  
Mother Lode Chapter
GENERAL PLAN AMENDMENT (GPA3-04) AND PREZONING (Z-4-04) EXHIBITS 1 - 5

SPANOS FAMILY PARTNERSHIP
WESTLAKE VILLAGES PROJECT
STAFF REPORT

EXHIBIT 1

STAFF REPORT

P. C. Agenda
August 26, 2004

Items E-6(c) and (f): PUBLIC HEARING - General Plan amendment and prezoning
Case Nos. GPA3-04 and Z-4-04, Spanos Family Partnership

Data: The Spanos Family Partnership is requesting approval of General Plan amendment and prezoning applications for property located south of Eight Mile Road, west of I-5, north of Pixley Slough and Disappointment Slough and east of Bishop Cut.

The requests consist of the following:

1. A General Plan amendment to extend the City’s General Plan boundary and designate the project site for Mixed Use and Low/Medium-Density Residential land uses, add one Proposed Elementary School symbol, and one Proposed Community Park Symbol; and

2. Prezone the Westlake Villages portion of the project to M-X, Mixed Use.

The applicant has concurrently filed applications for: an Eight Mile Road Specific Plan amendment (SPA3-04); vesting tentative maps (TM18-04 A & B); Master Development Plan (MDP1-04) and a Development Agreement (DA1-04) to facilitate the development and restrict the types and extent of land uses allowed on the subject site (see Items E-6 (d), (g), (b) and (e) on this agenda). In addition, the General Plan amendment and prezoning applications are tied to the approval of the related annexation (A-04-3) and Sphere of Influence Amendment (SOI3-04) applications by the San Joaquin County Local Agency Formation Commission (LAFCO).

The General Plan designations surrounding the project site are:

- C/R, Commercial Recreation, and A/G, Agriculture General, to the north (County General Plan);
- Low/Medium-Density Residential to the east (City);
- A/G and OS/RC, Open Space/Resource Conservation, to the south (County) across Pixley Slough and Disappointment Slough; and
- C/R and A/G to the west (County).

The south central portion of the project site is occupied by a single-family residence, a storage shed and various outbuildings, which are used in support of the existing agricultural operation. The County General Plan designation (A/G) and zoning (AG-40, General Agriculture) allow for agricultural uses. The project site is bounded to the:

- north across Eight Mile Road by farmland zoned C-R, Commercial Recreation and AG-40, General Agriculture, within the jurisdiction of San Joaquin County;
east by single-family residential, elementary school, and park uses zoned RL, Low-Density Residential, in Spanos Park West;

• south across Pixley Slough and Disappointment Slough by agricultural uses in the County zoned AG-80 and AG-40; and

• west across Bishop Cut and Rio Blanco Road by agricultural uses zoned AG-80 within the jurisdiction of San Joaquin County (Zoning Map page 1). See attached exhibits.

General Plan: The project site is not currently within the City’s General Plan boundary. The proposal is to amend the General Plan by extending the boundary to the west to include the project site and to designate the Westlake Villages portion for Mixed Use and the remainder of the project site at the northwest corner (approximately 170 acres) for Low/Medium-Density Residential uses. The proposed General Plan amendment also includes the addition of one Proposed Elementary School symbol and one Community Park symbol. The proposed General Plan amendment to allow mixed use and residential uses will be consistent with the City’s Mixed Use and Residential Land Use Goals and Policies as contained in the City’s General Plan Policy Document (last amended November 3, 1998), provided that the owners, developers and/or successors-in-interest comply with all the identified mitigation measures and conditions for the Westlake Villages Project.

Environmental Clearance: The environmental consequences of developing this site are analyzed in EIR1-04, which must be considered and certified prior to approval of the General Plan amendment (GPA3-04), and prezoning (Z-4-04). In addition, all applicable mitigation measures identified in Final EIR1-04, and the mitigation monitoring/reporting provisions included in the related Findings, Statement of Overriding Considerations and Mitigation Monitoring and Reporting Program for the Westlake Villages Project, must be adopted in conjunction with approval of the General Plan amendment (GPA3-04) and prezoning (Z-4-04) applications.

Discussion: The applicant is requesting to extend the General Plan boundary to include the project site and to designate the Westlake Villages portion of the project site MX, Mixed Use, and the northwest corner of the project site Low/Medium-Density Residential. In addition, the applicant is proposing to add a Proposed Elementary School symbol and a Proposed Community Park Symbol to the Westlake Villages project site. The applicant is concurrently proposing to prezone the Westlake project site to M-X, Mixed Use. Prezoning has not been requested by the applicant for the northwest portion of the project site.

The proposed Mixed Use and Low/Medium-Density Residential General Plan designations are consistent with the existing Mixed Use and Low/Medium-Density Residential designations within the Spanos Park West project site located to the east (Exhibit 3). In addition, the proposed M-X prezoning represents a logical extension of the existing mixed use and residential zoning designations to the east within the Spanos
Park West project (Exhibit 4). Finally, the proposed uses on the project site are expected to be compatible with surrounding land uses.

City departments, outside agencies, and the surrounding neighborhood have been notified of the subject requests and, to date, no specific opposition has been registered regarding the General Plan amendment and prezoning requests. However, various comments were submitted concerning the Environmental Impact Report (EIR1-04) for the proposed project and responses to those comments are contained in the Final EIR1-04 [(Item E-6 (a) on this same agenda).

Recommendation: Adopt a resolution recommending approval of the proposed General Plan amendment and recommend approval of an ordinance for the prezoning of the subject site, based on the following findings:

Findings for GPA3-04:

1. The proposal conforms to existing City of Stockton General Plan Policies for the location and development of Mixed Use and Low/Medium-Density Residential uses.

2. The land uses allowed under the proposed General Plan designation are expected to be compatible with existing and proposed land uses surrounding the subject site.

3. The proposed General Plan amendment will not endanger, jeopardize or otherwise constitute a hazard to the public convenience, health, interest, safety or general welfare of persons residing or working in the City.

4. The environmental consequences of the proposed General Plan amendment request were considered in EIR1-04, which has been certified by the Planning Commission. In addition, all applicable mitigation measures identified in EIR1-04, including the related Findings, Statement of Overriding Considerations and Mitigation Monitoring and Reporting Program for the Westlake Villages Project have been adopted. EIR1-04 and related environmental documents were prepared in compliance with the provisions of the California Environmental Quality Act (CEQA) and the City of Stockton Guidelines for the Implementation of CEQA.

5. The anticipated benefits of the proposal outweigh the unavoidable or unresolved adverse environmental effects for the project as supported by the Findings, Statement of Overriding Considerations, and Mitigation Monitoring and Reporting Program for the Westlake Villages Project, dated August 2004.

6. Pursuant to Sections 15091 and 15093 of the State CEQA Guidelines, this approval is subject to the adopted Findings and Mitigation Monitoring and Reporting Program, respectively, as specified in the Findings, Statement of Overriding Considerations and Mitigation Monitoring and Reporting Program for the Westlake Villages Project.
Findings for Z-4-04:

1. The proposed rezoning to the M-X District zoning designation is consistent with the proposed Mixed Use General Plan designation for the site.

2. The uses permitted in the proposed zone are similar to and compatible with existing and proposed land uses to the east of the project site.

3. The proposed rezoning will not endanger, jeopardize or otherwise constitute a hazard to the public convenience, health, interest, safety or general welfare of the persons residing or working in the City.

4. The environmental consequences of the proposed rezoning request were considered in EIR1-04, which has been certified by the Planning Commission. In addition, all applicable mitigation measures identified in EIR1-04, including the related Findings, Statement of Overriding Considerations and Mitigation Monitoring and Reporting Program for the Westlake Villages Project have been adopted. EIR1-04 and related environmental documents were prepared in compliance with the provisions of the California Environmental Quality Act (CEQA) and the City of Stockton Guidelines for the Implementation of CEQA.

5. The anticipated benefits of the proposal outweigh the unavoidable or unresolved adverse environmental effects for the project as supported by the Findings, Statement of Overriding Considerations, and Mitigation Monitoring and Reporting Program for the Westlake Villages Project, dated August 2004.

6. Pursuant to Sections 15091 and 15093 of the State CEQA Guidelines, this approval is subject to the adopted Findings and Mitigation Monitoring and Reporting Program, respectively, as specified in the Findings, Statement of Overriding Considerations and Mitigation Monitoring and Reporting Program for the Westlake Villages Project.

August 18, 2004

Note: Staff reports are prepared well in advance of the Planning Commission consideration of the proposal and reflect the staff's view based on the best available information at the time the report was formulated. Evidence submitted during the course of the public hearing may require a re-evaluation of the staff's position.

This Staff Report has been prepared by Senior Planner David Stagnaro, AICP.
SPECIAL PLAN AMENDMENT (SPA3-04)
EXHIBITS 1 - 4

SPANOS FAMILY PARTNERSHIP
WESTLAKE VILLAGES PROJECT
Item E-6(d): PUBLIC HEARING – Specific Plan Amendment
Case No. SPA3-04, Spanos Family Partnership

Data: Spanos Family Partnership is requesting an amendment to the Eight Mile Road Specific Plan to extend the coverage of the Specific Plan area to the west and add two new full access intersections at Eight Mile Road and Street “1” and Street “2.” The proposed Westlake Villages project provides the basis of the applicant’s request for additional access to Eight Mile Road [see related agenda Items E-6(a), (b), (c), (e), (f) and (g)]. The project site has frontage on Eight Mile Road, for which the City and County have jointly adopted the Eight Mile Road Specific Plan. Eight Mile Road will be within the City’s jurisdiction (corporate boundaries) should the related annexation (A-04-3) application for the Westlake Villages Project be approved by the San Joaquin County Local Agency Formation Commission (LAFCO). The project site is bounded to the:

- north across Eight Mile Road by farmland within the jurisdiction of San Joaquin County;
- east by residential, elementary school and park uses in Spanos Park West;
- south across Pixley Slough and Disappointment Slough by agricultural uses in the County; and
- west across Bishop Cut and Rio Blanco Road by agricultural uses zoned AG-80 within the jurisdiction of San Joaquin County (Zoning Map page 1). See attached exhibits.

General Plan: The General Plan designates Eight Mile Road as a major east-west arterial.

Environmental Clearance: The environmental consequences of developing this site are analyzed in EIR1-04, which must be considered and certified prior to approval of the Specific Plan Amendment (SPA3-04). In addition, all applicable mitigation measures identified in Final EIR1-04, and the mitigation monitoring/reporting provisions included in the related Findings, Statement of Overriding Considerations, and Mitigation Monitoring and Reporting Program for the Westlake Villages Project, must be adopted in conjunction with approval of the Specific Plan amendment (SPA3-04).

Development Review Committee: The Development Review Committee recommended approval of this Specific Plan amendment subject to the findings and conditions listed in the staff report.
Discussion: The applicants are requesting an amendment to the Eight Mile Road Specific Plan in order to facilitate the development of the Westlake Villages Project. Specifically, the applicant is requesting the amendment in order to extend the coverage area of the Specific Plan to the west along the frontage of the Westlake Villages project and add two new full access intersections at Eight Mile Road and Street "1" and Street "2."

The Specific Plan amendment has been reviewed and analyzed by staff from various City departments. Recommended conditions from the Public Works Department regarding the proposal have been incorporated into the staff report’s proposed Conditions of Approval. As of the writing of this staff report, no specific negative responses have been received with respect to the Specific Plan amendment application from either City departments or the surrounding neighborhood.

Recommendation: It is recommended that the Planning Commission recommend to the City Council that it approve the amendment to the Eight Mile Road Specific Plan (SPA3-04), based on the following findings:

1. The proposed project is expected to be consistent with the City’s 1990 General Plan Land Use and Circulation Diagram for the area subject to the approval of the concurrent request to amend the General Plan (GPA3-04).

2. The proposed Specific Plan amendment is appropriate and reasonable and will provide for improved access to facilitate the proposed development.

3. The environmental consequences of this proposed Specific Plan amendment were considered in EIR1-04, which has been certified by the Planning Commission. In addition, all applicable mitigation measures identified in EIR1-04, including the related Findings, Statement of Overriding Considerations, and Mitigation Monitoring and Reporting Program for the Westlake Villages Project have been adopted. EIR1-04 and related environmental documents were prepared in compliance with the provisions of the California Environmental Quality Act (CEQA) and the City of Stockton Guidelines for the Implementation of CEQA.

4. The anticipated benefits of the proposal outweigh the unavoidable or unresolved adverse environmental effects for the project as supported by the Findings, Statement of Overriding Considerations, and Mitigation Monitoring and Reporting Program for the Westlake Villages Mixed Use Project, dated July 2004.

5. Pursuant to Sections 15091 and 15093 of the State CEQA Guidelines, this approval is subject to the adopted Findings and Mitigation Monitoring and Reporting Program, respectively, as specified in the Findings, Statement of Overriding Considerations, and Mitigation Monitoring and Reporting Program for the Westlake Villages Project.

Proposed Conditions:

1. Comply with all applicable Federal, State, County and City codes, regulations and adopted standards and pay all applicable fees.
2. Pursuant to Sections 15091 and 15093 of the State CEQA Guidelines, the project shall be subject to all applicable mitigation measures identified in the City-adopted “Findings, Statement of Overriding Considerations, and Mitigation Monitoring and Reporting Program for the Westlake Villages Project.”

3. Specific Plan right-of-way shall be increased by 10 feet to 144 feet (72 foot half-section) in conformance to the current City requirements of 15 foot wide parkways on each side of the street. The 145 foot wide cross-section should be revised to 155 feet wide in conformance to the current City requirements of 15 foot wide parkways on each side of the street.

4. The owners, developers and/or successors-in-interest (ODS) shall install traffic signals at the intersection of Eight Mile Road with the “North/South Arterial to Shima Tract” and the “Paradise Villages Entry Street”. These traffic signals shall be constructed prior to acceptance of these intersecting streets.

5. All other existing driveways to undeveloped parcels shall be abandoned upon development of the parcel.

6. The unsignalized driveway shown on the proposed Specific Plan serving “The Reserve” golf course shall be right turn entry and exit only.

7. The driveway serving the PG&E substation shall align with Trinity Parkway. The ODS shall provide a maintenance easement and install traffic signal detection equipment and appropriate traffic signal modifications to accommodate signalizing this driveway.

8. If the improvements allowed by this Specific Plan amendment (SPA3-04) are not constructed within five years, this Specific Plan amendment (SPA3-04) shall be null and void.

9. This Specific Plan amendment (SPA3-04) shall not be effective until the effective date of annexation (A-04-3).

August 19, 2004

Note: Staff reports are prepared well in advance of the Planning Commission consideration of the proposal and reflect the staff’s view based on the best available information at the time the report was formulated. Evidence submitted during the course of the public hearing may require a re-evaluation of the staff’s position.

Staff Report prepared by Senior Planner David Stagnaro, AICP.
PLAN VIEW
Spanos Family Partnership
SPA3-04

STOCKTON CITY PLANNING COMMISSION
DEVELOPMENT AGREEMENT (DA1-04)
AND MASTER DEVELOPMENT PLAN (MDP1-04)
EXHIBITS 1 - 5

SPANOS FAMILY PARTNERSHIP
WESTLAKE VILLAGES PROJECT
Items E-6(b) & (e): PUBLIC HEARINGS - Development Agreement and Master Development Plan Case Nos. DA1-04 and MDP1-04, Spanos Family Partnership

Data: The Spanos Family Partnership is requesting a Master Development Plan and Development Agreement to prescribe the type and extent of development intensity of the Westlake Villages Project on property containing approximately 680 acres located south of Eight Mile Road, west of Interstate 5, north of Pixley Slough/Disappointment Slough and east of Bishop Cut and Rio Blanco Road. The request includes the following:

1. **MDP1-04**: Master Development Plan for a proposed 680-acre single-family residential/active adult and commercial development (Westlake Villages); and

2. **DA1-04**: Development Agreement to implement the Master Development Plan and limit development intensity for the entire project consisting of approximately 850 acres.

General Plan: The project site is not currently within the City’s General Plan boundary. A concurrent proposal (GPA3-04) has been filed to amend the General Plan by extending the boundary to the west to include the project site and to designate the Westlake Villages portion for Mixed Use and the remainder of the project site at the northwest corner (approximately 170 acres) for Low/Medium-Density Residential uses (see Item E-6(c) on this same agenda). The proposed General Plan amendment also includes the addition of one Proposed Elementary School symbol and one Community Park symbol. The proposed General Plan amendment to allow mixed use and residential uses will be consistent with the City’s Mixed Use and Residential Land Use Goals and Policies as contained in the City’s General Plan Policy Document (last amended November 3, 1998), provided that the owners, developers and successors-in-interest comply with all the identified mitigation measures and conditions for the Westlake Villages Project.

Environmental Clearance: The environmental consequences of developing this site are analyzed in EIR1-04, which must be considered and certified prior to approval of the Master Development Plan (MDP1-04), and Development Agreement (DA1-04). In addition, all applicable mitigation measures identified in Final EIR1-04, and the mitigation monitoring/reporting provisions included in the related Findings, Statement of Overriding Considerations and Mitigation Monitoring and Reporting Program for the Westlake Villages Project, must be adopted in conjunction with approval of the Master Development Plan (MDP1-04), and Development Agreement (DA1-04) applications.

Discussion: As background, in 1998, the City Council approved an amendment to the Planning and Zoning Code that allowed the use of the Master Development Plan concept by the development community and the City (Planning and Zoning Code Section 16-200, et. seq.). A Master Development Plan is intended to provide a comprehensive framework for
development of property designated for Mixed Use development. Section 16-203 specifies that a Master Development Plan shall provide at a minimum the following information:

- Proposed Land Uses: Their type, distribution, location and intensity;
- Infrastructure: Streets, utilities;
- Land Use and Development Standards: Including criteria, guidelines, and standards by which development would proceed;
- Implementation Measures: A program of implementation measures and environmental mitigation measures, including regulations, programs, public works projects and financing measures necessary to carry out the proposed land uses, infrastructure;
- Relationship of the Master Development Plan to the General Plan; and
- Additional Information Determined to be Necessary by the Community Development Director: Information based on the characteristics of the area to be covered by the plan, applicable polices of the General Plan, or any other issue(s) determined by the Community Development Director to be significant.

The applicant is requesting a Master Development Plan (MDP1-04) to prescribe development of a proposed 680-acre single-family residential/active adult and commercial development (Westlake Villages). The proposed MDP specifies land use development requirements and provides a mechanism for the review, processing and approval of development applications within the project area. The MDP is the primary land use and regulatory document for the Westlake Villages project area. The MDP, in conjunction with the requested Development Agreement (DA1-04) for the proposed MX zoned project area, will govern the development of the residential and commercial project, rather than the City’s existing Development Code with the exception of when the MDP defers to requirements of the Development Code (e.g. parking requirements). Review and consideration of the proposed MDP should be given appropriate weight, since, except as otherwise provided in MDP1-04 and/or DA1-04, this document will replace the City’s Development Code within the project area for the next fifteen years.

The property owner has filed a concurrent request for approval of a Development Agreement (DA1-04). Section 16-74 of the Development Code requires that a Development Agreement be processed with the Master Development Plan, General Plan and zoning amendments. Development Agreements are normally a multifaceted contractual agreement intended to address a wide variety of issues under which a particular development will occur. Customarily each party that enters into the Development Agreement is the recipient of some type of benefit. In this case, the applicant is requesting approval of a Development Agreement to establish a contractual obligation between the City of Stockton and the property owner(s), developers and successors-in-interest (ODS) of the project area. By entering into this Development Agreement, the City and the ODS agree that the requirements of the Master Development Plan (MDP) will be the primary land use and regulatory document for the project area, rather than the Development Code. The Development Agreement also addresses other issues such as applicability of new laws and/or City ordinances, fees, processing of applications and the effective time period of the
agreement. The applicant has requested through DA1-04, that corresponding small lot and large lot tentative maps (TM18-04 A&B) be valid for a period of 15 years in accordance with Section 66452.6 of the Government Code (Subdivision Map Act), that allows "a tentative map on property subject to a development agreement ... (to) be extended for a period of time provided for in the agreement, but not beyond the duration of the agreement." TM18-04 A and B were filed concurrently and will be considered (see Item E-6(g) on this same agenda).

Planning staff has worked diligently with the applicant over the past several months to bridge philosophical, substantive and procedural differences related to the content of the Master Development Plan and Development Agreements for the Spanos Park West Project. As of the writing of this staff report, the applicant's attorney and planning staff are continuing to work out issues related to the Master Development Plan and Development Agreements. The applicant's attorney and City staff have agreed that, if consensus is not reached on some or all of the remaining issues before the Planning Commission's consideration of the Master Development Plan, Development Agreement and/or related discretionary applications, then, the staff recommendation will include a generalized list of modifications which must be incorporated into MDP1-04 and/or DA1-04 as conditions of approval. Furthermore, since the related tentative maps (TM18-04 A and B) include conditions which specify that TM18-04 A&B are subject to the approval of GPA3-04, Z-4-04, MDP1-04, and DA1-04, staff is not opposed to the approval of TM18-04 A and B in advance of final approval of the related applications.

Normally, planning staff tries to resolve differences that exist prior to bringing applications to the Planning Commission. However, the applicant has requested that the Westlake Villages applications, particularly the tentative maps (TM18-04 A&B), go forward at this time. Attached to this staff report are the most recent versions of the Master Development Plan and Development Agreement. Any subsequent drafts of the noted documents will be forwarded to the Planning Commission as they become available.

As of the writing of this staff report, several substantive issues remain unresolved with the Master Development Plan (MDP1-04) and the Development Agreement for the project (DA1-04). City staff will continue to try to reach consensus on the noted issues in the time remaining prior to the scheduled Planning Commission meeting. The following is a general list of the issues to date, that City staff and the applicant are trying to resolve:

- The applicability of City fees for the 15 year life of the Master Development Plan and noted Development Agreement for the project;
- The applicability of new and existing City ordinances and laws related to the project.

**Recommendation:** Approval based on the following general and specific findings for MDP1-04 and DA1-04 and proposed conditions for MDP1-04 and DA1-04:

**General Findings for Approval of MDP1-04 and DA1-04:**

1. On balance, the proposals conform to the existing City of Stockton General Plan Policies and zoning regulations for the location and suitability of the proposed land uses, subject to approval of GPA3-04, Z-4-04, DA1-04 and MDP1-04.

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2. The land uses allowed under the proposed Mixed Use General Plan designation, MX zoning district, Master Development Plan and Development Agreement, will be compatible with existing and proposed land uses in the immediate vicinity of the overall project site, subject to the approval and implementation of the mitigation measures identified in FEIR1-04 and mitigation monitoring/reporting provisions of the Findings, Statement of Overriding Considerations and Mitigation Monitoring and Reporting Program for the Westlake Villages Project.

3. The proposed Master Development Plan and Development Agreement would not endanger, jeopardize or otherwise constitute a hazard to the public convenience, health, interest, safety or general welfare of persons residing or working in the City.

4. The uses permitted in the proposed Master Development Plan and Development Agreement are similar to and/or compatible with the existing uses to the east of the site.

5. The environmental consequences of this proposed Master Development Plan and Development Agreement have been examined in FEIR1-04, which was considered and approved prior to approval of this Master Development Plan and Development Agreement. In addition, all applicable mitigation measures identified in FEIR1-04, and the related Findings, Statement of Overriding Considerations and Mitigation Monitoring and Reporting Program for the Westlake Villages Project, have been adopted in conjunction with this Master Development Plan and Development Agreement approval. FEIR1-04 and related environmental documents have been prepared in compliance with the provisions of the California Environmental Quality Act (CEQA) and the City of Stockton Guidelines for the Implementation of CEQA.

6. The anticipated benefits of these proposals outweigh the unavoidable or unresolved adverse environmental effects for the project as supported by the Findings, Statement of Overriding Considerations and Mitigation Monitoring and Reporting Program for the Westlake Villages, dated August 2004.

7. Pursuant to Sections 15091 and 15093 of the State CEQA Guidelines, these approvals are subject to the adopted findings and mitigation monitoring and reporting program, respectively, as specified in the Findings, Statement of Overriding Considerations and Mitigation Monitoring and Reporting Program for the Westlake Villages Project.

**Specific Findings for MDP1-04 (in addition to General Findings 1 through 7 above):**

1. The Master Development Plan will be in compliance with all applicable requirements of the Planning and Zoning Code (Development Code), local ordinances, and State law.

2. The Master Development Plan would adequately address the physical development characteristics of the subject site(s).
Specific Findings for DA1-04 (in addition to General Findings 1 through 7 above):

1. The proposed Development Agreement contains the mandatory elements as required by Section 16-74 of the Stockton Municipal Code (SMC).

2. The proposed Development Agreement is consistent with and necessary for the consideration and approval of the related discretionary General Plan amendment, prezoning, Master Development Plan, annexation, and Sphere of Influence amendment applications (GPA3-04, Z-1-04, MDP1-04, A-04-3 and SOI3-04).

Proposed Conditions for Approval of MDP1-04 and DA1-04:

1. MDP1-04 and DA1-04 shall comply with the conditions of tentative maps TM18-04 A&B.

2. MDP1-04 and DA1-04 shall be subject to all applicable mitigation measures identified in FEIR1-04.

3. MDP1-04 and DA1-04 shall be revised as determined by the City Planning Commission. Following the Planning Commission’s approval of the Draft MDP1-04 and DA1-04, the revised documents shall be submitted to the Community Development Director to coordinate the review of the revised drafts to ensure compliance with the Planning Commission's approved revisions. If said revisions are determined to be in compliance the revised MDP1-04, DA1-04 and the related applications shall be transmitted to the City Council for final consideration.

August 18, 2004

Note: Staff reports are prepared well in advance of the Planning Commission consideration of the proposal and reflect the staff’s view based on the best available information at the time the report was formulated. Evidence submitted during the course of the public hearing may require a re-evaluation of the staff’s position.

This Staff Report has been prepared by Senior Planner David Stagnaro, AICP.
Spanos Family Partnership
GPA3-04 & Z-4-04

STOCKTON CITY PLANNING COMMISSION
This document is recorded for the benefit of the City of Stockton and is entitled to be recorded free of charge in accordance with Sections 6103 and 27383 of the Government Code. When recorded, mail to: City of Stockton 425 N. El Dorado Stockton, California 95202 Attn: City Attorney

DA 1-04

WEST LAKE AT SPANOS PARK WEST DEVELOPMENT AGREEMENT

CITY: CITY OF STOCKTON, a municipal corporation of the State of California

OWNER: THE SPANOS FAMILY PARTNERSHIP, a California General Partnership

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THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into as of this __ day of __________, 2004, by and between the CITY OF STOCKTON, a municipal corporation of the State of California ("City"), THE SPANOS FAMILY PARTNERSHIP, a California General Partnership ("Owner"), and A. G. SPANOS, as Trustee of the Alex and Faye Spanos Trust under agreement dated January 27, 1998 ("Spanos"), pursuant to the authority of California Government Code Sections 65864-65869.5 and Stockton Municipal Code ("Code").

RECITALS:

This Agreement is entered into on the basis of the following facts, understandings, and intentions of the parties:

A. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California adopted Government Code Sections 65864-65869.5 authorizing City to enter into development agreements in connection with the development of real property within its jurisdiction by qualified applicants with a requisite legal or equitable interest in the real property that is the subject of such development agreements.

B. As authorized by Government Code Section 65865(c), City has adopted the procedures and requirements for the consideration of development agreements within the City.

C. Owner is a general partnership organized under the laws of the State of California and is in good standing thereunder.

D. Owner holds fee title to approximately 689.6 acres of property ("The Project") adjacent to and south of Eight Mile Road, west of Spanos Park West, north of Disappointment Slough and east of Bishop Cut (APN # 071-12-11 and 13). The Project is the subject of this Agreement and is more fully described in Exhibit "A," attached hereto and incorporated herein by reference. The Project includes the Paradise Point Marina ("Paradise Marina") (an existing marina consisting of boat docks, boat repair facilities, restaurant and miscellaneous shops) and a proposed residential development ("West Lake"). West Lake will consist of approximately 2800 detached single-family residential units, bike and pedestrian trails, community and neighborhood parks, lakes, open space, entry monuments, and land dedicated for future schools.

E. Spanos holds title to approximately 173.6 acres of property ("The Spanos Property") adjacent to and south of Eight Mile Road, west of The Project, north of Paradise Marina and east of Bishop Cut (APN # 171-20-04, 05, and 06).

F. Spanos and Owner have made application to City (1) to include The Project within City's General Plan and designate same "MX" (mixed use as described in the Stockton Municipal Code); (2) to include The Spanos Property within City's General Plan and designate same "Low and Medium Density Residential;" (3) to prezone The Project MX; (4) to prezone The Spanos Property "R-1;" (4) to approve The Project's Master Development Plan; (4) to approve this Development Agreement; (5) to approve all applicable environmental documents; and (6) to request the San Joaquin County Local Agency Formation Commission ("LAFCo") (a) to include The Project and The Spanos Property within City's Sphere of Influence; (b) to include
The Project and The Spanos Property within City’s Urban Service Line; and (c) to approve the annexation of The Project to the City of Stockton.

G. Pursuant to the California Environmental Quality Act (Public Resources Code § 21000-21177) ("CEQA"), City prepared and circulated a draft environmental impact report ("EIR") for annexation and development of The Project. On ________________, 2004, City certified that the EIR was adequate; that it satisfied the requirements of CEQA, the CEQA Guidelines, and applicable City regulations; and that it fully and accurately described The Project and The Spanos Property. A Notice of Determination was filed on ________________, 2004 with the San Joaquin County Clerk and on ________________, 2004, with the Office of Planning and Research of the State of California.

H. The Project is located in an area which will have a General Plan and Pre-zoning designation of MX. A Master Development Plan was submitted to City on ________________, 2004. On ________________, 2004 the City approved The Project’s Master Development Plan dated ________________, 2004 (the "Master Development Plan"). The Master Development Plan sets forth the distribution, location and extent of uses for West Lake and Paradise Marina and identifies regulations and criteria for development of the site through subsequent implementing projects. The Stockton Municipal Code requires that a Development Agreement be completed to implement the Master Development Plan and that such Development Agreement be processed with the Master Development Plan.

I. City has reviewed the Master Development Plan and EIR and determined: (1) that this Agreement is appropriate for the development of West Lake, the modernization of Paradise Marina and the future development of The Spanos Property; (2) that this Agreement will eliminate uncertainty in City’s land use planning for and secure orderly development of The Project and the future development of The Spanos Property; (3) that City has an existing waste water conveyance system immediately adjacent to The Project and adequate capacity at City’s Regional Waste Water Treatment Facility to process all wastewater generated by The Project; (4) that City has adequate potable water and potable water reserves to service the Project for twenty (20) years; (5) that Owner will construct all on-site and off-site improvements, structures, roads, sewer and water facilities required to service The Project; and (6) that this Agreement will achieve the goals and purposes of the Stockton Municipal Code. In exchange for these benefits to City and the public benefits of the development of West Lake and the modernization/upgrading of Paradise Marina, Owner desires to receive assurance that City will, in accordance with the Master Development Plan, grant those permits and approvals required for the development of West Lake, the modernization/upgrading of Paradise Marina and the future development of The Spanos Property, subject to the terms and conditions contained in this Agreement. In order to effectuate these purposes, the parties desire to enter into this Agreement.

J. The Master Development Plan was approved based on its stated intention to provide a comprehensive description of all land uses proposed for The Project, while maintaining the greatest amount of flexibility possible in the planning review process. The Master Development Plan provides for a range of land uses for each parcel within The Project, each of which is consistent and compatible with the overall land use concept for The Project and consistent with the policies, general land uses and programs of the City’s general plan. The Master Development Plan and EIR established the criteria for consideration of, and all action
upon, all future specific proposals for development of land within West Lake and modernization of Paradise Marina.

K. On ____________, 2004, after conducting a duly noticed public hearing, the City Planning Commission recommended that the City Council approve this Agreement, based on the following findings and determinations that: i) this Agreement is consistent with the objectives, policies, general land uses and programs specified in the City of Stockton General Plan and the Master Development Plan for West Lake and the modernization of Paradise Marina; and ii) the Master Development Plan complies with the requirements of CEQA, and state and local CEQA guidelines.

L. On ________________, 2004, the City Council held a duly noticed public hearing on this Agreement and made the same findings and determinations, which are set forth in Enacting Ordinance ______________ approving this Agreement thereafter adopted by the City Council, a copy of the City Council’s Findings and Determinations are attached hereto, marked Exhibit “C” and incorporated herein by reference.

NOW, THEREFORE, pursuant to the authority contained in Government Code Sections 65864-65869.5 and the Stockton Municipal Code, and in consideration of the mutual covenants and promises of the parties herein contained, the parties agree as follows:


1.1 Incorporation of Recitals. The Recitals set forth above, the introductory paragraph preceding the Recitals, and all defined terms set forth in both, are hereby incorporated into this Agreement as it set forth herein in full.

1.2 Covenants. The provisions of this Agreement shall constitute covenants or servitudes which shall run with the land comprising The Project and The Spanos Property and the burdens and benefits thereof shall bind and inure to the benefit of all estates and interests in The Project and The Spanos Property, or any portion thereof, and all successors in interest, transferees or assignees to the parties hereto.

2. Definitions. Each reference in this Agreement to any of the following terms shall have the meaning set forth below for each such term. Certain other terms shall have the meaning set forth for such term in this Agreement.

2.1 Approvals. Any and all permits or approvals of any kind or character required under the Master Development Plan and applicable City Laws in order to develop The Project and to facilitate the planning and permitting required for the future development of The Spanos Property, including, but not limited to, conditional use permits, tentative and final parcel or subdivision maps, building permits, site clearance, grading plans and permits, and certificates of occupancy.

2.2 City Laws. The Stockton Municipal Code, resolutions, codes, rules, regulations, decisions and official policies of City governing the design, improvement and construction standards and specifications applicable to the development of The Project and the planning and
permitting required for the future development of The Spanos Property. Specifically, but without limiting the generality of the foregoing, City Laws shall include the General Plan.

2.3 Director. The Director shall mean the Director of Community Development for City.

2.4 Enacting Ordinance. Ordinance __________, enacted by the City Council on __________ 2004, approving this Agreement, as described herein.

2.5 Exactions. All exactions, in-lieu fees or payments, dedication or reservation requirements, obligations for on-or off-site improvements or construction requirements for public improvements or services or other conditions of approval called for in connection with the development of, or construction on, The Project under Existing City Laws, whether such exactions constitute public improvements, mitigation measures in connection with environmental review of any project, or impositions.

2.6 Existing City Laws. The Development Code (Chapter 16 of the Stockton Municipal Code), resolutions, rules, regulations, decisions, fees and official policies of City governing the subdivision, construction design and improvement standards applicable to the development of The Project and applicable to the planning and permitting required for the future development of The Spanos Property in effect as of the Effective Date (as defined in Section 3.1 below).

2.7 Law or Laws. The laws and constitution of the State of California, the laws and Constitution of the United States and any codes, statues or executive mandates in any court decision, state or federal, thereunder.

2.8 Mortgage. A mortgage, deed of trust, ground lease, sale and leaseback arrangement in which The Project. The Spanos Property or a portion thereof or an interest therein is sold by Owner or Spanos and leased back concurrently therewith (which arrangement is subject to no prior contractual encumbrances securing payment of money), or other transaction in which The Project. The Spanos Property, or a portion thereof or an interest therein, is pledged as security, contracted in good faith and for fair value.

2.9 Mortgagee. The holder of the beneficial interest under a Mortgage.

3. Effective Date, Term.

3.1 Effective Date. This Agreement shall be dated and the obligations of the parties hereunder shall be effective on the 31st day following the adoption of the Enacting Ordinance or the date LAFCo records a Certificate of Completion of Annexation of The Project with the San Joaquin Recorder, which ever occurs last (the "Effective Date"). Not later than ten (10) days after the Effective Date, City, Owner and Spanos shall execute and acknowledge this Agreement, and thereafter the City Clerk shall cause this Agreement to be recorded in the Official Records of the County of San Joaquin, State of California.

3.2 Term. The Term of this Agreement shall commence on the Effective Date and shall terminate fifteen (15) years from said Effective Date, unless earlier terminated under the terms of this Agreement.
4. **General Development of West Lake and Paradise Marina.**

4.1 **West Lake.** Owner shall have the right, and the obligation, to develop West Lake in accordance with the Master Development Plan, the terms and conditions of this Agreement, and such amendments thereto as shall from time to time be approved pursuant to this Agreement, and City shall have the right to control development of West Lake in accordance with the provisions of the Master Development Plan, this Agreement, and such amendments thereto as shall from time to time be approved pursuant to this Agreement. Except as otherwise specified in this Agreement, the Master Development Plan and applicable Existing City Laws (including those Code Sections concerning MX zoning and Master Development Plans) shall control the overall design, development and construction of West Lake, and all improvements and appurtenances in connection therewith, including, without limitation, the permitted uses within West Lake, the density and intensity of use and all mitigation measures required in order to minimize or eliminate adverse environmental impacts and other adverse impacts of West Lake.

In accordance with the purpose of MX zoning as stated in Code Section 16-075, the specific land uses and specific development standards for West Lake have been determined on a site-by-site basis by the Master Development Plan. By entering into this Agreement, Owner agrees to develop West Lake pursuant to the following schedule: Six years after the Effective Date, Owner shall have developed a minimum of fifty percent (50%) of West Lake based on acreage available for development; twelve years after Effective Date, Owner shall have developed a minimum of seventy-five (75%) of West Lake based on net acreage available for development.

4.2 **Paradise Marina.** Owner shall have the right to modernize/upgrade the Paradise Marina in accordance with the Master Development Plan, the terms and conditions of this Agreement, and such amendments thereto as shall from time to time be approved pursuant to this Agreement, and City shall have the right to control the modernization/upgrading of West Lake in accordance with the provisions of the Master Development Plan, this Agreement, and such amendments thereto as shall from time to time be approved pursuant to this Agreement. Except as otherwise specified in this Agreement, the Master Development Plan and applicable Existing City Laws (including those Code Sections concerning MX zoning and Master Development Plans) shall control the overall design, modernization and construction of the Paradise Marina, and all improvements and appurtenances in connection therewith, including, without limitation, the permitted uses within Paradise Marina, the density and intensity of use, the maximum and minimum size of buildings, the number of parking spaces and all mitigation measures required in order to minimize or eliminate adverse environmental impacts and other adverse impacts of the modernization of the Paradise Marina.

4.3 **Permitted Uses.** The permitted uses of The Project, the density and intensity of use, the maximum height, bulk and size of proposed structures and location of public improvements, location of public utilities and other terms and conditions of development applicable to The Project shall be those set forth in the Master Development Plan, as may be modified from time to time as agreed to by City and Owner. Permitted uses shall be determined by the following:

(a) Commercial development may consist of the permitted uses provided for in Section 6.4 of the Master Development Plan.
(b) Residential development may consist of the permitted uses provided for in Section 6.5 of the Master Development Plan.

(c) Open space permitted uses may consist of those provided for in Section 6.7 of the Master Development Plan.

(d) Neighborhood Park permitted uses may consist of the permitted uses provided for in Section 6.8 of the Master Development Plan.

(e) Utility Easement permitted uses may consist of the permitted uses provided for in Section 6.9 of the Master Development Plan.

(f) Development Standards for site development, building standards, landscaping and circulation within West Lake shall be those provided for in Section 6.10 of the Master Development Plan.

4.4 Phasing. Owner presently intends to develop West Lake and modernize Paradise Marina in phases and the parties acknowledge that Owner cannot presently predict the timing or sequence of any such phasing. Spanos presently intends to plan, design and obtain all permits necessary for the future development of The Spanos Property. Such decisions by Owner and Spanos depend upon numerous factors which are not within the control of Owner or Spanos, such as market conditions and demand, interest rates, competition and other similar factors. Because the California Supreme Court held in Pardee Construction Co. v. City of Camarillo (1984) 37 Cal. 3d 465, that failure of the parties therein to provide for the timing of development resulted in a later-adopted initiative restricting the timing of development to prevail over the parties' agreement, it is the parties' intent to address that issue by acknowledging and providing that Owner shall have the right to develop West Lake and modernize/upgrade Paradise Marina in phases in such order and at such times as Owner deems appropriate within the exercise of its subjective business judgment and in accordance with Chapter 5 of the Master Development Plan and the provisions of this Agreement and that Spanos shall have the right to plan, design and obtain all permits necessary for the future development of The Spanos Property in phases in such order and at such times as Spanos deems appropriate within the exercise of his subjective business judgment in accordance with the provisions of this Agreement. All improvements required pursuant to the Master Development Plan shall be constructed by Owner congruent with the development of each phase of West Lake and Paradise Marina as such improvements relate thereto and are necessary for the development and operation of each such phase.

4.5 Applicable Laws and Standards. Notwithstanding any change in any Existing City Laws including, but not limited to, any change by means of ordinance, resolution, initiative, referendum, policy or moratorium, and except as otherwise provided in this Agreement, the laws, regulations, standards and policies applicable to West Lake, Paradise Marina and The Spanos Property are set forth in the Master Development Plan, the Existing City Laws (regardless of future changes in these by City) and this Agreement. Spanos is entitled to plan, design and obtain all permits necessary for the future development of The Spanos Property in accordance with this agreement provided that City may apply and enforce its codes, regulations and laws applicable under this Agreement. West Lake is entitled to be built and occupied and Owner has the right to complete West Lake and Paradise Marina, in accordance with this Agreement, provided that City may apply and enforce its codes, regulations and laws applicable under this
Agreement. The Master Development Plan includes Development Standards, Design Guidelines and Regulations (the “Development Regulations”) which provide for the location, arrangement, development and use of the parcels within West Lake and for the modernization of Paradise Marina. Should the Development Regulations conflict with similar regulations contained in the Existing City Laws, the Development Regulations shall take precedence. When any issue, condition or situation arises or occurs that is not covered or provided for in the Development Regulations, those provisions in the Existing City Laws which are most similar to the issue, condition or situation as determined by the Director, or his designee, shall apply, subject to this Agreement. Notwithstanding any other language or implication to the contrary in this Agreement, all construction shall comply with all provisions of, Chapter 14, Uniform Codes, of the Stockton Municipal Code, including, but not limited to, the Uniform Building Code, and the various related mechanical, electrical, plumbing, and fire codes as the same may be applicable at the time of application for the relevant permit.

4.6 Development Review Process.

(a) This Agreement shall implement the provisions of the Master Development Plan, which provides that in any future application for development or use of any portion of The Project, Owner shall not be required to comply with any criteria for issuance of permits for the development other than those as established in the Master Development Plan and the certified EIR. Development within any portion of The Project may not occur until the Design Review Board for The Project (the “Design Review Board”), City’s Community Development Director (the “Community Development Director”) and City’s Public Works Director (the “Public Works Director”) have made the determinations provided for in Section 8.2 of the Master Development Plan.

(b) Chapter 7 of the Master Development Plan provides the design guidelines applicable to West Lake and Paradise Marina.

(c) The development review process for all Approvals shall be as described in Section 8.2 of the Master Development Plan. This process consists, generally, of review and approval by the Design Review Board and site plan review and approval by the Community Development Director, and infrastructure facility plan review and approval by the Public Works Director.

(d) Once approved by the Design Review Board, consistency with the Master Development Plan of a proposed development project shall be reviewed and approved by the Director, as described in Section 8.2 of the Master Development Plan, which shall be City’s primary discretionary process for determining that the proposed development is consistent with the Master Development Plan, and, if such a finding is made, the application shall be deemed consistent with the City’s General Plan and shall be approved.

(e) Any proposed development project or use shall be consistent with this Agreement.

4.7 Processing and Approvals. Upon submission by Owner and/or Spanos of any and all necessary and required applications for Approvals and payment of any and all appropriate processing and other fees as provided in this Agreement, City shall promptly commence and diligently complete all steps necessary to approve or issue the requested Approvals including, but
not limited to, (a) the holding of any and all required public hearings and notice for such public hearings, and (b) the granting of the requested Approval to the extent that it complies with applicable Law and this Agreement. Such Approvals shall include, but not be limited to:

(a) the adoption or amendment of any tentative or final subdivision or parcel maps;
(b) the issuance of Use Permits;
(c) architectural and site plan reviews;
(d) lot line adjustments;
(e) building permits;
(f) site clearance or demolition permits;
(g) grading plans and permits;
(h) landscape plans;
(i) certificates of occupancy, or their equivalent, whether temporary or final.

4.8 Other Governmental Permits. Owner shall apply for such other permits and approvals from governmental or quasi-governmental agencies, other than City, having jurisdiction over The Project as may be required for the development of, or provision of services to, The Project, including but not limited to:

(a) Public utility district permits or service agreements;
(b) Army Corps of Engineers permits;
(c) Reclamation District 2042 permits.

4.9 Additional Fees. Except as provided in Existing City Laws, City may not impose any fees, taxes or assessments, whether through the exercise of the police power or any other means, provided that:

(a) City may charge public facility fees and processing fees for land use approvals, building permits, plan checks and other similar permits and entitlements which are in force and effect on a City-wide or area-wide basis at the time an application is submitted for those permits. The Project and the Spanos Property shall also be subject to any public facility fees which provide a direct benefit to the Project or the Spanos Property.

(b) If state or federal laws are adopted which require cities to impose fees on existing projects and if, consequently, City adopts enabling legislation and imposes fees on existing projects on a City-wide or area-wide basis such fees may be imposed on The Project and the Spanos Property provided such fees are consistent with the fees imposed on other properties within the City or area similarly situated.
(c) If Owner, Owner's successors or assigns, requests the creation of a community facilities district for the purpose of financing some or all of the public capital facilities and services necessary for the development of The Project, City may adopt a special tax pursuant to the provisions of the Mello-Roos Community Facilities Act of 1982 (Government Code sections 53311 et seq), sufficient to pay for all of the public facilities and services requested by Owner, Owner's successors or assigns.

(d) Nothing herein prohibits The Project or The Spanos Property from being subject to a (i) City-wide bond issue, (ii) City-wide special or general tax, or (iii) a special assessment for the construction or maintenance of a City-wide facility provided that such tax, assessment or measure is City-wide in nature, does not discriminate against the land within The Project or the Spanos Property and does not distinguish between developed and undeveloped parcels.

5. Specific Criteria Applicable to Development of The Project.

5.1 Application of New City Laws. Nothing herein shall prevent City from applying to The Project and/or The Spanos Property new City Laws that are not inconsistent or in conflict with the Existing City Laws or the intent, purposes or any of the terms, standards or conditions of this Agreement, and which do not materially interfere with the development of The Project or the future planning, designing and permitting of The Spanos Property as contemplated herein. Any action or proceeding of City that has any of the following effects on the property within The Project shall be considered to be in conflict with this Agreement and the Existing City Laws:

(a) limiting or reducing the density or intensity of all or any part of The Project, or otherwise requiring any reduction in the square footage or total number of buildings and other improvements, including, but not limited to, the parking spaces;

(b) limiting the Owner's ability to transfer permitted uses or intensity of uses between sites within The Project in a manner that is inconsistent with or more restrictive than limitations included in the Master Development Plan;

(c) limiting the timing of the development of The Project or the number of phases of The Project in a manner that is inconsistent with or more restrictive than limitations included in the Master Development Plan.

(d) limiting the location of building sites, grading or other improvements within The Project in a manner that is inconsistent with or more restrictive than the limitations included in the Master Development Plan;

5.2 Future Growth Control Ordinances/Policies, Etc.

(a) One of the specific purposes of this Agreement is to assure Owner and Spanos that no growth-control ordinance, measure, policy, regulation or development moratorium of City adopted by the City Council or by vote of the electorate after the Effective Date of this Agreement will apply to The Project or to The Spanos Property, whether enacted by urgency ordinances, interim ordinances, initiatives, referendums or any other change in the laws
of the City by any method or name which would alter in any way City’s General Plan, Zoning Ordinance, Subdivision Ordinance, Uniform Codes or any other ordinance, enactment, resolution, approval, policy, rule, regulation, decision, or other action of City. There are currently no adopted growth control ordinances, policies or measures which would restrict the ability of Owner to complete The Project and/or Spanos’ ability to design, plan and develop The Spanos Property.

Therefore, the parties hereto agree that, except as otherwise expressly provided in Section 5.1 herein, or other provision of this Agreement which unambiguously and expressly authorizes City to make such pertinent changes, no ordinance, policy, rule, regulation, decision, or any other City action, or any initiative or referendum voted on by the public, which would be applicable to The Project and/or The Spanos Property would affect in any way the rate of development and construction of The Project, or limit The Project’s ability to receive any other City service, or limit Spanos’ ability to plan, design and obtain any and all necessary permits required for the development of The Spanos Property, shall be applicable to any portion of The Project or The Spanos Property during the term of this Agreement, whether such action is by ordinance, enactment, resolution, approval, policy, rule, regulation, decision or other action of City or by public initiative or referendum.

(b) City, through the exercise of either its police power or its taxing power, whether by direct City action or initiative or referendum, shall not establish, enact or impose any additional conditions, dedications, fees or other exactions, policies, standards, laws or regulations, which directly relate to the development of The Project or to the planning, permitting and development of the Spanos Property except as provided in Section 5.1 herein or other provision of this Agreement which unambiguously and expressly allows City to make such changes. Further, City shall not approve a Mello-Roos assessment, or other type of district to cause bonded indebtedness on any portion of The Project or The Spanos Property without Owner’s and/or Spanos’ respective prior written approval, which approval may be given or withheld in Owner’s and Spanos’ sole and absolute discretion.

(c) This Agreement shall not be construed to limit the authority of City to charge processing fees for land use approvals and building permits as they relate to plumbing, mechanical, electric or fire code permits, or other similar permits and entitlements which are in force and effect on a city-wide basis at the time those permits are applied for, except to the extent any such processing regulations would be inconsistent with this Agreement.

(d) Notwithstanding subdivision (b), the City may condition or deny a permit, approval, extension, or entitlement if it determines any of the following:

  (1) A failure to do so would place the residents of West Lake or the immediate community, or both, in a condition dangerous to their health or safety, or both.

  (2) The condition or denial is required in order to comply with state or federal law.
5.3 Allowable Development Densities Within West Lake. Owner shall have the right, subject to the standards specified in this Agreement and the Master Development Plan, to alter the lot size, floor area ratio, setbacks, width and configuration of right of ways and street sections, until such time as the maximum density of West Lake under this Agreement has been achieved and so long as the overall density for West Lake is consistent with the Master Development Plan.

5.4 Use of West Lake. Owner shall have the right to use any portion of West Lake as provided for in Chapter 3 of the Master Development Plan. TABLE 3-1 is intended to describe a wide range of land use options that comply with the criteria established by this Agreement.

5.5 Easements: Improvements, Abandonments. City shall cooperate with Owner in connection with the abandonment of existing utility or other easements and facilities and the relocation thereof, or the creation of any new easements within The Project necessary or appropriate for development of The Project. If any such easement is owned by City or any agency of City, City or such agency shall, at the request of Owner and at Owner’s cost, take such action and execute such documents as may be necessary to abandon existing easements and relocate them, as necessary or appropriate in connection with the development of The Project.

5.6 Subdivision of West Lake. Owner shall have the right, from time to time or at any time, to initiate resubdivisions of all or a portion of West Lake, as may be necessary in order to develop a particular phase, or to sell, lease or finance a portion of West Lake in connection with the development of any phase or portion of West Lake. Owner shall initiate such subdivision through an application under the Existing City Laws. Each such application shall be processed in accordance with the Laws, the Master Development Plan and Existing City Laws. Each tentative subdivision map approved under the Master Development Plan shall have a term of not less than the remaining term of this Agreement as of the date such map is approved by the City.


6.1 Indemnity. Owner shall indemnify, defend and hold City, and its elective and appointive boards, commissions, officers, agents, and employees, harmless from any and all claims, causes of action, damages, costs or expenses (including reasonable attorneys' fees) arising out of or in connection with, or caused on account of, the development of The Project, any Approval with respect thereto, this Agreement, or claims for injury or death to persons, or damage to The Project, as a result of the operations of Owner or its employees, agents, contractors or representatives with respect to the development, operation and maintenance of The Project. Owner shall also pay for all legal fees and costs incurred by City in defense of the above-mentioned claims and causes of action.

6.2 Insurance. Owner shall maintain insurance in order to assure Owner’s ability to provide the indemnity described in Section 6.1. The amount and terms of such insurance shall be as follows:
(a) Commercial general liability and property damage insurance covering the risks of bodily injury and/or death, property damage, and personal injury liability, with total limits of not less than One Million Dollars ($1,000,000.00)

(b) Worker’s Compensation Insurance as required by law, together with a contingent employer’s liability endorsement in favor of City, covering employees of Owner, employees of any contractor, subcontractor, agent or representative of Owner.

If available, each policy of insurance carried by Owner as required by this Insurance Section, shall provide that it may not be canceled without at least thirty (30) day prior written notice to City. Upon request of City, Owner shall furnish to City a copy of each policy of insurance, or a certificate thereof, stating that such insurance is in full force and effect and, in the case of the public liability insurance, showing City named as an additional insured. Any insurance required to be maintained by Owner may be maintained under a so-called “blanket policy” insuring other parties and other locations, so long as the amount of insurance required hereunder is not thereby diminished.


7.1 Annual Review. City, through the Planning Commission, shall, at least every twelve (12) months during the term of this Agreement, review the extent of good faith substantial compliance with the terms of this Agreement and the Master Development Plan pursuant to Government Code Section 65865.1 and Code Section 16-192.

7.2 Owner’s Submission. Within thirty (30) days of Owner’s and/or Spanos’ receipt of the written request of the Planning Commission made not more than once each year at least sixty (60) days prior to the anniversary date of this Agreement, Owner and/or Spanos shall submit to the Planning Commission a letter setting forth Owner’s and/or Spanos’ good faith compliance with the terms and conditions of this Agreement. Such letter shall be accompanied by such documents and other information as may be reasonably necessary and available to Owner and/or Spanos to enable the Planning Commission to undertake the review of Owner’s and/or Spanos’ good faith compliance with the terms of this Agreement, and shall also state that such letter is submitted to City pursuant to the requirements of Government Code Section 65865.1 and Code Section 16-192.

7.3 Finding of Compliance. The Planning Commission shall review the Owner’s and/or Spanos’ submission to ascertain whether it contains sufficient information to determine whether Owner and/or Spanos has complied in good faith with the terms of this Agreement. Upon receipt of the submission, the Planning Commission shall conduct a review of the good faith compliance by Owner and/or Spanos with the terms of this Agreement. If the Planning Commission finds good faith compliance by Owner and/or Spanos with the terms of this Agreement, the Director shall, upon request by Owner and/or Spanos, provide to Owner and/or Spanos written confirmation of such finding.

7.4 Finding of Noncompliance. If the Planning Commission, on the basis of substantial evidence, finds that Owner and/or Spanos has not complied in good faith with the terms of this Agreement, the Planning Commission shall specify in writing to Owner and/or Spanos the respects in which Owner and/or Spanos has failed to comply and the Planning
Commission may recommend that the City Council hold a public hearing and terminate or modify the Agreement. The City Council may (a) establish a reasonable time for Owner and/or Spanos to comply with this Agreement, which time shall not be less than thirty (30) days and shall be reasonably related to the time necessary for Owner and/or Spanos to adequately bring its performance into good faith compliance with the terms of this Agreement, or (b) may take action to terminate or modify this Agreement. No action to terminate or modify this Agreement shall be taken without a public hearing before the City Council using the same process as was used for its adoption.

8. Permitted Delays; Supersede by Subsequent Laws.

8.1 Permitted Delays. In addition to any specific provisions of this Agreement, performance by either party of its obligations hereunder shall be excused during any period of delay caused at any time by reason of acts of God or civil commotion, riots, strikes, picketing, or other labor disputes, shortage of materials or supplies, or damage to work in process by reason of fire, floods, earthquake, or other casualties, restrictions imposed or mandated by governmental or quasi-governmental entities, enactment of conflicting Laws (including, without limitation, new or supplementary environmental regulations), litigation, acts or neglect of the other party, or any other cause beyond the reasonable control of a party. Each party shall promptly notify the other party of any delay hereunder as soon as possible after the same has been ascertained.

8.2 Supersede by Subsequent Laws. Except as provided in this Agreement with respect to City Laws, if any Law made or enacted after the date of this Agreement prevents or precludes compliance with one or more provisions of this Agreement, then the provisions of this Agreement shall, to the extent feasible, be modified or suspended as may be necessary to comply with such new Law. Immediately after enactment of any such new Law, the parties shall meet and confer in good faith to determine the feasibility of any such modification or suspension based on the effect such modification or suspension would have on the purposes and intent of this Agreement. If such modification or suspension is infeasible in Owner's and/or Spanos reasonable business judgment, then Owner and/or Spanos shall have the right to terminate this Agreement by written notice to City. Owner and/or Spanos shall also have the right to challenge the new Law preventing compliance with the terms of this Agreement, and, in the event such challenge is successful, this Agreement shall remain unmodified and in full force and effect.

9. Events of Default, Remedies, Termination; Attorneys' Fees.

9.1 Events of Default. Subject to any extensions of time by mutual consent in writing, and subject to the provisions of this Agreement regarding periodic reviews, or permitted delays, any failure by any party to perform any material term or provision of this Agreement shall constitute an Event of Default, (i) if such defaulting party does not cure such failure within sixty (60) days following notice of default from any other party, where such failure is of a nature that can be cured within such sixty (60) day period, or (ii) if such failure is not of a nature which can be cured within such sixty (60) day period, the defaulting party does not within such sixty (60) day period commence substantial efforts to cure such failure, or thereafter does not within a reasonable time prosecute to completion with diligence and continuity the curing of such failure.

9.2 Remedies. Upon the occurrence of an Event of Default, any non-defaulting party may bring an action or proceeding in the nature of declaratory relief, specific performance,
injunctive relief or mandamus, and such non-defaulting party shall have the right to terminate this Agreement pursuant to Government Code Section 65868. The remedies provided herein are exclusive and in no event shall any party be liable to any other for monetary damages for an event of default or any other breach of this Agreement.

9.3 Waiver, Remedies Cumulative. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by any other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand strict compliance by such other party in the future. No waiver by a party of an Event of Default shall be effective or binding upon such party unless made in writing by such party and no such waiver shall be implied from any omission by a party to take any action with respect to such Event of Default. No express written waiver of any Event of Default shall affect any other Event of Default, or cover any other period of time, other than any Event of Default and/or period of time specified in such express waiver. The exclusive remedies provided in this Agreement shall be cumulative and not alternative, and invocation of any permitted remedy shall not constitute a waiver or election with respect to any other permitted remedy.

9.4 Effect of Termination. If this Agreement is terminated on account of an Event of Default, such termination shall not affect any right or duty emanating from any Exactions already satisfied, City entitlements or Approvals with respect to West Lake, Paradise Marina and/or The Spanos Property that have been approved concurrently or subsequently to the approval of this Agreement, but the rights, duties and obligations of the parties hereunder shall otherwise cease as of the date of such termination.

9.5 Limitations on Actions. City, Owner and Spanos hereby renounce the existence of any third party beneficiary to this Agreement and agree that nothing contained herein shall be construed as giving any person or entity third party beneficiary status. If any action or proceeding is instituted by any third party challenging the validity of any provision of this Agreement, or any action or decision taken or made hereunder, the parties shall cooperate in defending such action or proceeding. Owner and/or Spanos shall bear their own costs of defense as a real party in interest in any such action, and shall reimburse City for all reasonable court costs and attorneys' fees expended by City in any such action or other proceeding and for any attorneys' fees and costs awarded to a party to be paid by City.

9.6 Effect of Court Action. If any court action or proceeding is brought by any third party to challenge any Approval, this Agreement, or any other permit or approval required from City or any other governmental entity for development or construction of The Project the future design, permitting and development of The Spanos Property or any portion thereof, and without regard to whether or not Owner and/or Spanos is a party to or the real party in interest in such action or proceeding, then Owner and/or Spanos shall have the right, but not the obligation, (i) to defend, at Owner's and/or Spanos expense, such action or proceeding on behalf of City and City shall fully cooperate with Owner in such defense; or (ii) to terminate this Agreement upon thirty (30) days notice in writing to City, given at any time during the pendency of such action or proceeding, or within ninety (90) days after the final determination therein (including any appeals), irrespective of the nature of such final determination. Any such action or proceeding shall constitute a permitted delay under the provisions of this Agreement.
9.7 Estoppel Certificate. Any party may, at any time, and from time to time, deliver written notice to any other party requesting such party to certify in writing that, to the knowledge of the certifying party, (i) this Agreement is in full force and effect and a binding obligation of the parties, (ii) this Agreement has not been amended or modified either orally or in writing, and if so amended, identifying the amendments, and (iii) the requesting party is not in default in the performance of its obligations under this Agreement, or if in default, to describe therein the nature and amount of any such defaults. A party receiving a request hereunder shall execute and return such certificate within thirty (30) days following the receipt thereof. The Director shall have the right to execute on behalf of City any certificate requested by Owner and/or Spanos hereunder. City acknowledges that a certificate hereunder may be relied upon by transferees and Mortgagees acting in good faith.


10.1 Mortgagee Protection. This Agreement shall be superior and senior to any lien placed upon The Project and/or The Spanos Property, or any portion thereof, including the lien of any Mortgage. Notwithstanding the foregoing, no breach hereof shall defeat, render invalid, diminish or impair the lien of any Mortgage made in good faith and for value, but all of the terms and conditions contained in this Agreement shall be binding upon and effective against any person (including any Mortgagee) who acquires title to The Project and/or The Spanos Property, or any portion thereof, by foreclosure, trustee's sale, deed in lieu of foreclosure, or otherwise.

10.2 Mortgagee Not Obligated. Notwithstanding the provisions of this Agreement, no Mortgagee shall have any obligation or duty under this Agreement to construct or complete the construction of improvements, or to guarantee such construction or completion; provided, however, that a Mortgagee shall not be entitled to devote The Project and/or The Spanos Property to any uses or to construct any improvements thereon other than those uses or improvements provided for or authorized by this Agreement, the Master Development Plan or otherwise under City Laws.

10.3 Notice of Default to Mortgagee, Right of Mortgagee to Cure. If City receives notice from a Mortgagee requesting a copy of any notice of default given Owner and/or Spanos hereunder and specifying the address for service thereof, then City shall deliver to such Mortgagee, concurrently with service thereon to Owner and/or Spanos, any notice of an Event of Default or determination of noncompliance given to Owner and/or Spanos. Each Mortgagee shall have the right (but not the obligation) for a period of ninety (90) days after the receipt of such notice from City to cure or remedy, or to commence to cure or remedy, the Event of Default claimed or the areas of noncompliance set forth in City's notice. If the Event of Default or such noncompliance is of a nature which can only be remedied or cured by such Mortgagee upon obtaining possession, such Mortgagee shall seek to obtain possession with diligence and continuity through a receiver or otherwise, and shall thereafter remedy or cure the Event of Default or noncompliance within ninety (90) days after obtaining possession. If any such Event of Default or noncompliance cannot, with diligence, be remedied or cured within such ninety (90) day period, then such Mortgagee shall have such additional time as may be reasonably necessary to remedy or cure such Event of Default or noncompliance if such Mortgagee commences cure during such ninety (90) day period, and thereafter diligently pursues completion of such cure to the extent possible.
11. **Assignment.** Owner's and/or Spanos' rights hereunder may be sold or assigned in conjunction with the transfer, sale or assignment of all or any portion of The Project or The Spanos Property at any time during the term of this Agreement upon the following terms and conditions:

11.1 **Release Upon Transfer.** Upon the sale, transfer or assignment of Owner's and/or Spanos' rights and interests under this Section of this Agreement, Owner and/or Spanos shall be released from its obligations pursuant to this Agreement with respect to The Project and/or The Spanos Property or portion thereof so transferred provided such obligations are expressly assumed by the Transferee prior to the transfer and evidence is provided to the Director showing Transferee can perform Owner's and/or Spanos' obligations.

11.2 **Covenants Run with the Land.** All of the provisions, agreements, rights, powers, standards, terms, covenants and obligations contained in this Agreement shall constitute covenants that shall run with the land comprising The Project and/or The Spanos Property and the burdens and benefits shall be binding upon and inure to the benefit of each of the parties and their respective heirs, successors (by merger, consolidation, or otherwise), assignees, devisees, administrators, representatives, purchasers and lessees.

12. **Amendment and Termination.**

12.1 **Amendment or Cancellation.** Except as provided for herein with respect to City's annual review, this Agreement may be canceled, modified or amended only by mutual consent of the parties in writing, and then only in the manner provided for in government Code Section 65868 and Code Section 16-193. Pursuant to Code Section 16-193.C., any amendment to this Agreement which does not relate to the Term, permitted uses, density or intensity of use, height or size of buildings, provisions for reservation and dedication of land, shall not require a noticed public hearing before the parties may make such amendment. Any fees paid or land dedicated pursuant to this Agreement prior to the date of cancellation shall be retained by City.

12.2 **Recordation.** Any amendment, termination or cancellation of this Agreement shall be recorded by the City Clerk not later than ten (10) days after the effective date of the action effecting such amendment, termination or cancellation with any costs of recordation to be paid by Owner and/or Spanos. Failure to record shall not affect the validity of any amendment, termination or cancellation.

13. **Notices.**

13.1 **Procedure.** Any notice to either party shall be in writing and given by delivering the same to such party in person or by sending the same by facsimile transmission or registered or certified mail, or Express Mail, return receipt requested, with postage prepaid, to the party's mailing address. The respective mailing addresses and facsimile numbers of the parties are, until changed as hereinafter provided, the following:

**CITY:****CITY OF STOCKTON**  
425 North El Dorado  
Stockton, California 95202  
Attention: City Manager
with a copy to:  
City Attorney, City of Stockton  
425 North El Dorado  
Stockton, California 95202  
Facsimile No.: (209) 937-8898

OWNER:  
THE SPANOS FAMILY PARTNERSHIP  
10100 Trinity Parkway, 5th Floor  
Stockton, California 95219  
Attention: Jerry Murphy  
Facsimile No.: (209) 473-3703

with a copy to:  
Gerald A. Sperry  
Of-Counsel  
10100 Trinity Parkway, 5th Floor  
Stockton, California 95219  
Facsimile No.: (209) 955-2562

SPANOS:  
A. G. SPANOS, as Trustee of the Alex and Faye Spanos Trust  
10100 Trinity Parkway, 5th Floor  
Stockton, CA 95219  
Attn: Michael A. Spanos  
Facsimile No: (209) 473-3703

Any party may change its mailing address and/or facsimile number at any time by giving written notice of such change to the other parties in the manner provided herein at least ten (10) days prior to the date such change is effected. All notices under this Agreement shall be deemed given, received, made or communicated on the date personal delivery is effected or, if mailed upon the expiration of five (5) days after the date of mailing, or, if sent by facsimile transmission, on the date of receipt as shown on written transmission verification.


14.1 Negation of Partnership. The parties specifically acknowledge that The Project and The Spanos Property are private developments, that no party is acting as the agent of any other party in any respect hereunder, and that each party is an independent contracting entity with respect to the terms, covenants and conditions contained in this Agreement. None of the terms or provisions of this Agreement shall be deemed to create a partnership between or among the parties in the business of Owner and/or Spanos, the affairs of City, or otherwise, nor shall it cause them to be considered joint venturers or members of any joint enterprise.
14.2 Consent(s). Unless otherwise herein provided, whenever consent or satisfaction (collectively referred to in this Section 14.2 as "consent") is required of a party pursuant to this Agreement, such consent shall not be unreasonably withheld. Consent shall be deemed given if the party from whom the consent is sought neither approves or disapproves of the request within thirty (30) days, or such other applicable time period specified in this Agreement, after receipt of the written request for consent. If a party shall disapprove, the reasons therefore shall be stated in reasonable detail in writing. Consent by a party to or of any act or request by the other party shall not be deemed to waive or render unnecessary consent to or of any similar or subsequent acts or requests.

14.3 Project Approvals Independent. All Approvals which may be granted pursuant to this Agreement, and all Approvals or other land use approvals which have been or may be issued or granted by City with respect to The Project and/or The Spanos Property constitute independent actions and approvals by City. If any provision of this Agreement or the application of any provision of this Agreement to a particular situation is held by a court of competent jurisdiction to be invalid or unenforceable, or if City terminates this Agreement for any reason, such invalidity, unenforceability or termination of this Agreement or any part hereof shall not affect the validity or effectiveness of any Approvals or other land use approvals. In such cases, such Approvals will remain in effect pursuant to their own terms, provisions and conditions.

14.4 Not a Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of West Lake, Paradise Marina, The Spanos Property or any portion thereof, to the general public, for the general public, or for any public use or purpose whatsoever. Owner shall have the right to prevent or prohibit the use of West Lake, Paradise Marina, or any portion thereof, including common areas and buildings and improvements located thereon, by any person for any purpose inimical to the operation of a private, integrated development project as contemplated by this Agreement except for those areas designated in the Master Development Plan or implementing project approvals as public easements.

14.5 Severability. Invalidation of any of the provisions contained in this Agreement, or of the application thereof to any person, by judgment or court order, shall in no way affect any of the other provisions hereof or the application thereof to any other person or circumstance and the same shall remain in full force and effect, unless enforcement of this Agreement as so invalidated would be unreasonable or grossly inequitable under all the circumstances or would frustrate the purposes of this Agreement.

14.6 Exhibits. The Exhibits listed in the Table of Contents and referred to herein are deemed incorporated into this Agreement in their entirety.

14.7 Entire Agreement. This written Agreement and the Exhibits contain all the representations and the entire agreement between the parties with respect to the subject matter hereof. Except as otherwise specified in this Agreement, any prior correspondence, memoranda, agreements, warranties or representations are superseded in total by this Agreement and Exhibits.

14.8 Construction of Agreement. The provisions of this Agreement and the Exhibits shall be construed as a whole according to their common meaning and not strictly for or against any party in order to achieve the objectives and purpose of the parties. The captions preceding the text of each Section, Subsection and the Table of Contents are included only for convenience.
of reference and shall be disregarded in the construction and interpretation of this Agreement. Wherever required by the context, the singular shall include the plural and vice versa, and the masculine gender shall include the feminine or neuter genders, or vice versa. All references to “person” shall include, without limitation, any and all corporations, partnerships or other legal entities. This Agreement has been reviewed and revised by legal counsel for Owner, Spanos and City, and any presumption or rule that ambiguities shall be construed against the drafting party shall not apply to the interpretation or enforcement of this Agreement.

14.9  Further Assurances; Covenant to Sign Documents. Each party covenants, on behalf of itself and its successors, heirs and assigns, to take all actions and do all things, and to execute, with acknowledgment or affidavit if required, any and all documents and writings that may be necessary or proper to achieve the purposes and objectives of this Agreement.

14.10 Governing Law. This Agreement, and the rights and obligations of the parties, shall be governed by and interpreted in accordance with the laws of the State of California.

14.11 Time. Time is of the essence of this Agreement and of each and every term and condition hereof.

14.12 Dispute Costs and Fees. In any legal action or proceeding brought to enforce or interpret any provision of this Agreement, or otherwise arising from or related to this Agreement, the prevailing party shall be entitled to an award of its attorneys’, investigators’, expert witness’ and consultants’ fees and costs incurred in relation to that action or proceeding, in addition to any other relief awarded.

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

CITY:

CITY OF STOCKTON, a municipal corporation of the State of California

By: ____________________________________________
    Mark E. Lewis, Esq.
    City Manager

Attest:

By ____________________________________________
    Katherine Gong Meissner
    City Clerk

Approved as to Form:
Office of the City Attorney

By: ____________________________________________
    Guy D. Petzold
    Deputy City Attorney
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| SPANOS: A.G. Spanos as Trustee for the Alex and Faye trust under an agreement dated January 27, 1998 |
| By     |
|        |
| Its    |
STATE OF CALIFORNIA

COUNTY OF SAN JOAQUIN

ON AUGUST 23, 2007, BEFORE ME, KAREN E. GARRETT, NOTARY PUBLIC,
personally appeared MICHAEL A. SPEZIA;

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.

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document
Title or Type of Document: Landscape Dev. Agreement

Document Date: [ ]

Number of Pages:

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer
Signer's Name:

☐ Individual
☐ Corporate Officer — Title(s): 
☐ Partner — Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other:

Signer Is Representing:

KAREN E. GARRETT
Commission # 1450447
Notary Public - California
San Joaquin County
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of San Joaquin

On August 23, 2004, before me, Karen E. Garrett, Notary Public, personally appeared Alex C. Sprung, personally known to me proved to me on the basis of satisfactory evidence to be the person(ies) 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(ies), or the entity upon behalf of which the person(ies) acted, executed the instrument.

WITNESS my hand and official seal.

Signature of Notary Public

Optional

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document
Title or Type of Document: □ Rental or Lease Agreement

Document Date: ________________ Number of Pages: ________________

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer

Signer's Name: ___________________________

☐ Individual
☐ Corporate Officer — Title(s): ___________________________
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: ___________________________

Signer Is Representing: ___________________________

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Reorder: Call Toll-Free 1-800-875-6827

Prod. No. 5907
EXHIBIT “A”

Legal description of The Project

All that certain Real Property, situate in Sections 2 and 3, Township 2 North, Range 5 East, Mount Diablo Meridian, County of San Joaquin, State of California, more particularly described as follows:

Beginning at the Northwest corner of Lot 1, TRACT NO. 3103, SPANOS PARK WEST, UNIT NO. 1, filed for record June 28, 2001, in Book 36 of Maps and Plats, at Page 22, San Joaquin County Records;

The following four (4) courses are coincident with the boundary of said TRACT NO. 3103, SPANOS PARK WEST, UNIT NO. 1
Thence S 02° 54’ 08” W, 1559.40 feet;
Thence S 19° 03’ 52” E, 1593.30 feet;
Thence S 89° 17’ 52” E, 1127.60 feet;
Thence S 10° 37’ 52” E, 3132.80 feet;

Thence N 59° 56’ 26” W, 249.40 feet;
Thence N 70° 15’ 26” W, 136.95 feet;
Thence N 85° 25’ 26” W, 329.37 feet;
Thence S 88° 51’ 34” W, 1514.22 feet;
Thence N 84° 28’ 26” W, 168.34 feet;
Thence N 73° 01’ 26” W, 597.77 feet;
Thence N 73° 42’ 26” W, 604.77 feet;
Thence N 74° 29’ 26” W, 518.30 feet;
Thence N 75° 09’ 26” W, 737.72 feet;
Thence N 81° 34’ 26” W, 246.90 feet;
Thence N 88° 01’ 26” W, 211.92 feet;
Thence S 81° 56’ 34” W, 199.92 feet;
Thence S 54° 11’ 34” W, 120.45 feet;
Thence S 36° 48’ 34” W, 122.45 feet;
Thence S 11° 24’ 34” W, 109.56 feet;
Thence S 05° 20’ 26” E, 126.95 feet;
Thence S 18° 00’ 26” E, 107.96 feet;
Thence S 01° 52’ 34” W, 131.95 feet;
Thence S 26° 20’ 34” W, 154.44 feet;

Thence S 60° 22’ 34” W, 181.93 feet;
Thence S 64° 31’ 34” W, 293.89 feet;
Thence S 62° 51’ 34” W, 252.90 feet;
Thence S 39° 33’ 34” W, 141.95 feet;
Thence S 66° 59’ 34” W, 96.96 feet;
Thence S 77° 11’ 34” W, 198.92 feet;
Thence S 67° 59' 34" W, 122.95 feet;  
Thence S 83° 18' 34" W, 98.96 feet;  
Thence N 83° 27' 26" W, 111.96 feet;  
Thence N 69° 30' 26" W, 115.96 feet;  
Thence N 43° 56' 26" W, 318.88 feet;  
Thence N 67° 03' 26" W, 171.93 feet;  
Thence S 85° 20' 34" W, 159.94 feet;  
Thence S 60° 28' 34" W, 209.92 feet;  
Thence S 71° 07' 34" W, 85.97 feet;  
Thence N 77° 22' 26" W, 92.96 feet;  
Thence N 61° 59' 26" W, 158.94 feet;  
Thence N 84° 42' 26" W, 117.95 feet;  
Thence S 74° 44' 34" W, 104.46 feet;  
Thence S 47° 11' 34" W, 107.46 feet;  
Thence S 25° 22' 34" W, 233.91 feet;  
Thence N 69° 41' 26" W, 166.94 feet;  
Thence N 43° 45' 26" W, 202.92 feet;  
Thence N 71° 41' 26" W, 196.42 feet;  
Thence N 87° 50' 26" W, 159.94 feet;  
Thence N 70° 14' 26" W, 155.94 feet;  
Thence N 09° 08' 34" E, 36.99 feet;  
Thence S 89° 09' 26" E, 285.89 feet;  
Thence N 05° 12' 34" E, 589.77 feet;  
Thence N 05° 34' 34" E, 999.61 feet;  
Thence N 04° 04' 34" E, 721.22 feet;  
Thence N 75° 26' 34" E, 3589.32 feet;  
Thence N 25° 44' 26" W, 170.49 feet;  
Thence N 14° 31' 26" W, 145.49 feet;  
Thence N 12° 02' 34" E, 81.50 feet;  
Thence N 11° 02' 26" W, 175.99 feet;  
Thence N 16° 51' 26" W, 124.49 feet;  
Thence N 02° 09' 26" W, 766.46 feet;  
Thence N 10° 02' 34" E, 166.99 feet;  
Thence N 31° 10' 34" E, 165.68 feet;  
Thence on a non-tangent curve to the right having a radius of 6942.19 feet, through a  
central angle of 01° 08' 27", an arc distance of 138.23 feet; whose chord bears N 85° 53'  
32" W, 138.21 feet; said curve being a concentric curve with the centerline of 8 Mile  
Road, 67.00' Southerly of said centerline, also being the proposed Southerly Right-of-Way,  
of said 8 Mile Road;  
Thence N 85° 19' 58" W, 14.18 feet, also being the proposed Southerly Right-of-Way, of  
said 8 Mile Road;  
Thence N 75° 07' 01" W, 152.41 feet, being the taper of the proposed Southerly Right-of-Way,  
of said 8 Mile Road, to intersect the existing Southerly Right-of-Way, of said 8 Mile Road;
Thence N 02° 20' 26" W, 80.60 feet, to intersect the existing Northerly Right-of-Way, of said 8 Mile Road;
Thence N 84° 28' 23" E, 152.41 feet, being the taper of the proposed Northerly Right-of-Way, of said 8 Mile Road, to the Northerly Right-of-Way, of said 8 Mile Road, said proposed Right-of-Way being 67.00' Northerly of the existing centerline of said 8 mile Road;

The following five (5) courses are coincident with the proposed Northern Right-of-Way of 8 Mile Road, said proposed Right-of-Way being 67.00' Northerly of the existing centerline of said 8 Mile Road:

Thence S 84° 28' 23" E, 24.03 feet;
Thence on a non-tangent curve to the left having a radius of 6808.19 feet, through a central angle of 01° 03' 37"", an arc distance of 125.99 feet; whose chord bears S 85° 51' 07" E, 125.97 feet;
Thence continuing on a curve to the left having a radius of 6808.19 feet, through a central angle of 03° 08' 43", an arc distance of 373.74 feet; whose chord bears S 87° 57' 17" E, 373.74 feet;
Thence S 89° 31' 39" E, 2046.28 feet;
Thence S 89° 32' 31" E, 1287.18 feet;
Thence S 02° 54' 08" E, 106.84 feet; to the Point of Beginning,

Containing 693.09 acres, more or less.

End of Description

The Basis of Bearing for this property description is the West line of said Lot 1, taken as S 02° 54' 08" W, as shown on said TRACT NO. 3103, SPANOS PARK WEST, UNIT NO. 1.

David E. Kraetli  P.L.S. 6008
Expires 03/31/05

STATE OF CALIFORNIA

LICENSED LAND SURVEYOR

DAVID E. KRAETLI
EXP. 3/31/05
NO. 5008
EXHIBIT “B”

Legal Description of The Spanos Property

Parcels 1, 2, and 3 as per Parcel Map filed June 25, 1991 in Volume 17 of Parcel Maps, page 171, San Joaquin County Records.
EXHIBIT “C”

City Council Findings and Determinations

A. The provisions of the Development Agreement are consistent with the General and specific plans for this area;
B. The proposed development complies with the requirements of the California Environmental Quality Act (CEQA) and the City of Stockton Guidelines for the Implementation of CEQA.
C. This Agreement is appropriate for the development of West Lake and the modernization of the Paradise Point Marina;
D. This Agreement is appropriate to ensure the proper future planning, permitting and development of The Spanos Property;
E. This Agreement will eliminate uncertainty in City’s land use planning and secure orderly development of The Project and Paradise Point Marina;
F. City’s existing waste water conveyance system is adjacent to, has adequate capacity for, and will service West Lake and Paradise Point Marina;
G. City’s Regional Waste Water Treatment Facility has adequate capacity to process and will process all wastewater generated by West Lake and Paradise Point Marina;
H. City has adequate potable water and potable water reserves to service West Lake and Paradise Point Marina for twenty (20) years;
I. Owner is responsible for and will construct all on-site and off-site improvements, structures, roads, sewer and water facilities required to service West Lake and Paradise Point Marina; and
J. This Agreement will achieve the goals and purposes for which the Development Code (Chapter 16 of the Stockton Municipal Code) was enacted by City.
TENTATIVE MAP (TM18-04A AND B)
EXHIBITS 1 - 5

SPANOS FAMILY PARTNERSHIP
WESTLAKE VILLAGES PROJECT
Item E-6(g):  PUBLIC HEARING - Tentative Map  
Case Nos. TM18-04A and B, Spanos Family Partnership

Data:  Spanos Family Partnership is requesting approval of two tentative map applications,  
1) **TM18-04A**: to subdivide a 681+ acre site into approximately 2,600 single-family,  
commercial, and accessory use lots for school/park and fire station sites, lake lots, a  
private recreation center, landscaping lots, and slope easement lots, and  
2) **TM18-04B**: to subdivide the project site of 681+ acres into 30 “large lots” to  
facilitate the Final Map process and the ultimate sale of larger blocks of land within  
the project boundaries. The project is located south of Eight Mile Road, west of I-5,  
north of Pixley Slough and Disappointment Slough and east of Bishop Cut.

The applicant has concurrently filed applications for: a General Plan amendment to  
extend the City’s General Plan boundary and designate the project site for Mixed  
Use (Westlake only) and Low-Medium Density Residential land uses, add one  
Proposed Elementary School symbol, and one Proposed Community Park Symbol;  
prezone the Westlake Villages portion of the project to M-X, Mixed Use; an  
amendment to the Eight Mile Road Specific Plan (SPA3-04); a Master Development  
Plan (MDP1-04) and a Development Agreement (DA1-04) to facilitate the  
development and restrict the types and extent of land uses allowed on the subject  
site [see Items E-1 (b) (c) (d) (e) and (f) on this agenda]. In addition, the two  
tentative map applications are tied to the approval of the related annexation  
(A-04-3) and Sphere of Influence Amendment application, which will be filed with  
the San Joaquin County Local Agency Formation Commission (LAFCO).

Environmental Clearance:  The environmental consequences of developing this site are  
analyzed in EIR1-04, which must be considered and certified prior to approval of the  
tentative maps (TM18-04 A and B). In addition, all applicable mitigation measures  
identified in Final EIR1-04, and the mitigation monitoring/reporting provisions  
included in the related “Findings, Statement of Overriding Considerations, and  
Mitigation Monitoring and Reporting Program for the Westlake Villages Project,”  
must be adopted in conjunction with approval of tentative maps (TM18-04 A and B).
Development Review Committee: The Development Review Committee recommended approval of these tentative map applications subject to the proposed findings and conditions of approval contained in the staff report.

Discussion: The applicant is requesting approval of two tentative map applications, 1) TM18-04A: to subdivide a 681+ acre site into approximately 2,600 single-family, commercial and accessory use lots for school/park and fire station sites, lake lots, private recreation center, landscaping lots, and slope easement lots, and 2) TM18-04B: to subdivide the project site of 681+ acres into 30 “large lots” to facilitate the Final Map process and the ultimate sale of larger blocks of land within the project boundaries. The proposed tentative maps will facilitate the construction of a mixed use development consisting of low-density residential uses (single-family detached homes) and commercial uses.

Recommendation: Approval of TM18-04A and B based on the following findings:

1. Tentative maps (TM18-04 A and B) comply with applicable Federal, State, County and City codes, regulations and adopted standards, as determined by the City of Stockton.

2. None of the grounds for denial as specified in Section 66474 of the State of California Subdivision Map Act are applicable on tentative maps (TM18-04 A and B).

3. The proposed project is consistent with the City’s Mixed Use and Low/Medium-Density Residential General Plan designations which are proposed for the project site.

4. The environmental consequences of proposed tentative maps (TM18-04 A and B) were considered in EIR1-04, which has been certified by the Planning Commission. In addition, all applicable mitigation measures identified in EIR1-04, including the related “Findings, Statement of Overriding Considerations and Mitigation Monitoring and Reporting Program for the Westlake Villages Project” have been adopted. EIR1-04 and related environmental documents were prepared in compliance with the provisions of the California Environmental Quality Act (CEQA) and the City of Stockton Guidelines for the Implementation of CEQA.

5. The anticipated benefits of the proposal outweigh the unavoidable or unresolved adverse environmental effects for the project as supported by the “Findings, Statement of Overriding Considerations, and Mitigation Monitoring and Reporting Program for the Westlake Villages Project”, dated August 2004.
6. Pursuant to Sections 15091 and 15093 of the State CEQA Guidelines, this approval is subject to the adopted Findings and Mitigation Monitoring and Reporting Program, respectively, as specified in the “Findings, Statement of Overriding Considerations and Mitigation Monitoring and Reporting Program for the Westlake Villages Project.”

Proposed Conditions TM18-04 A and B:

1. Comply with all applicable Federal, State, County and City codes, regulations, and adopted standards and pay all applicable fees.

2. Pursuant to Sections 15091 and 15093 of the State CEQA Guidelines, the project shall be subject to all applicable mitigation measures identified in the City-adopted “Findings of Fact and Mitigation Monitoring Program for the Westlake Village Project.”

3. The owners, developers and successors-in-interest (ODS) shall design, construct, own and operate a permanent and private dewatering system to mitigate the high groundwater levels on the project site. The ODS shall prepare Master Plans for the construction of a permanent dewatering system to mitigate the high ground water levels on the project site. Said Master Plans shall be subject to the approval of the Municipal Utilities Director and the City Engineer. The ODS or an entity approved by the City, shall be responsible for the construction, operation, maintenance and repair of the approved system. The dewatering system shall not utilize the storm drainage system as part of the permanent dewatering system. The dewatering system shall have a separate terminal discharge apart from the storm drainage pump station. Water from dewatering operations that cannot be used for make-up water in the lakes shall not be discharged into any portion of the storm drainage system. ODS shall be responsible for establishing a funding mechanism for operation, maintenance, replacement, and repair of, and obtaining all required permits for the dewatering system prior to filing the first final map.

4. The ODS shall prepare and submit a master water, storm, and sanitary sewer plan for this project subject to approval by the Municipal Utilities Director and City Engineer prior to the approval of any improvement plans or final map. These master utility plans must identify future extensions to adjacent property. No Certificate of Occupancy shall be issued until all utility systems are constructed to the satisfaction of the City of Stockton.

5. Comply with all the requirements of the agency having jurisdiction over Pixley Slough and Bishop Cut, regarding dedication of right-of-way, easement, fencing, etc.
6. Dedicate lots used for private streets as a public utility easement for the proposed public sanitary sewer and waterlines. All gated access shall be identified. Also, all private streets shall be identified and delineated as separate lots.

7. The ODS shall prepare and submit a hydraulic analysis to demonstrate that receiving waters have enough capacity to handle storm water discharge from the proposed lakes within the subdivision.

8. Prior to recordation of any final map, the ODS shall establish a maintenance entity to provide funding for the maintenance of common area landscaping, in the right-of-way, sound walls and all other improvements serving for the benefit of this subdivision.

9. All landscaping within medians and designated planting easements shall be approved by the City’s Landscape Architect and shall be maintained by a mandatory homeowners’ association.

10. The ODS shall dedicate a 12-foot wide easement for a bicycle/pedestrian path along the north side of the Pixley/Disappointment Slough within the project site. The ODS shall prepare and submit plans and construct a Class I bike path and ADA compliant access including connections from project neighborhoods L, M, N, P, S, T and the school. Said plans shall be subject to approval of Reclamation District 2042, City’s Parks and Recreation Director and the City Engineer. Said Class I bike path construction shall be completed prior to or upon final inspection of the 200th building permit. The ODS, or an entity approved by the City, shall be responsible for the operation, maintenance and repair of the approved Class I bike path and ADA compliant access.

11. Deed notifications shall be recorded against all properties adjoining the Pixley Slough/Disappointment Slough disclosing the potential for levee seepage and potential “standing groundwater” issues. Also, the ODS shall disclose to all future home buyers in this development that there will be a paved Class I bicycle/pedestrian path on the Pixley Slough/Disappointment Slough.

12. The ODS shall dedicate right-of-way and install frontage improvements, including but not limited to curb, gutter, sidewalk, pavement widening and street lighting along Eight Mile Road to provide a minimum of 72’ half street section. Improvements shall be installed upon recordation of the first final map.
13. The ODS shall conduct a queuing and traffic access analysis study to determine specific locations and distances for all proposed intersections and project accesses to public roadways.

14. The ODS shall prepare and submit a technical memorandum, to be approved by the City, analyzing the parking and drop-off/pick-up and on-site circulation for the proposed school site to ensure that the school site, once developed, can adequately accommodate school traffic. This analysis shall be coordinated with the associated public or private school district.

15. The ODS shall be responsible for 100% of the design and construction costs of on-site roadway and intersection improvements and roadway extensions and public utilities identified on the tentative map and/or included in the project EIR, project description or as mitigation measures. Improvements include but are not limited to all sewer, water and storm drain lines, traffic signals, street lighting, street paving, curb, gutter, sidewalk and landscaping.

16. The ODS shall dedicate access rights to the City of Stockton along the following streets, except at public street intersections:

   Eight Mile Road, entire length
   Street “1”, entire length
   Street “2”, entire length
   Street “3”, entire length
   Scott Creek Drive, entire length

17. The ODS shall be responsible for design and construction costs and installation of off-site roadway and intersection improvements, including traffic signals, at the following locations as identified in the Existing Plus Approved Project (EPAP) plus Project section in the Environmental Impact Report (EIR1-04):

   Eight Mile Road/Trinity Parkway
   Eight Mile Road/Thornton Road
   Eight Mile Road/Interstate 5 Southbound Ramps
   Eight Mile Road/Davis Road
   Eight Mile Road/Lower Sacramento Road
   Primary Entrance/Eight Mile Road
   Secondary Entrance/Eight Mile Road
   Mokelumne Circle/Scott Creek Drive (west intersection)

The traffic signals shall be installed when warranted or at the discretion of the Public Works Director. All other improvements shall be installed with the first parcel or final map for this project.
18. The ODS shall be responsible for the costs of design, including all Caltrans required analysis, and construction of the Eight Mile Road/Interstate 5 interchange to reduce the significance of the cumulative with project impacts as identified in the Environmental Impact Report for this project. Improvements shall be installed with the first parcel or final map for this project or as identified in an improvement/development phasing plan. Should the ODS choose to phase these improvements, the ODS shall prepare an improvement/development phasing plan to determine the level of project development that can occur within established level of service standards prior to completion of said improvements. Said phasing plan shall be approved by the City and identified improvement timing shall be binding on the ODS. This project area and the improvements identified above are not included in the City’s Public Facility Fee Program and therefore are not eligible for reimbursement from that program and are solely the responsibility of the ODS. The ODS may request the City to attempt to form an area of benefit or to modify the City’s Public Facility Fee Program to include the reimbursement for additional surplus capacity constructed in the project that is/will be available for use by development outside the current (July, 2004) General Plan boundaries.

19. The ODS shall be responsible for their proportionate share, based on traffic loadings, of the costs for new Project Study Reports (PSRs) and new Project Reports (PRs) and necessary improvements described in the PSRs/PRs for the Interstate 5 mainline system, Eight Mile Road/Interstate 5 overcrossing-interchange, Otto Drive/Interstate 5 Interchange, and Hammer Lane/Interstate 5 interchange to provide a level-of-service that conforms with State Urban Highway Standards. The ODS shall participate in any funding mechanism developed to adequately fund these improvements.

20. The ODS shall design and construct the Pixley Slough bridge crossing connection of Street “2” between the southern boundary of the subdivision and the Shima Tract to the south. The ODS shall also design and construct the extension of utilities within the Pixley Slough Bridge to Shima Tract as required by the Municipal Utilities Director. Improvements shall be designed with the first phase of development. Improvements shall be constructed with the first phase of development proximate to the proposed crossing area and prior to development of the school site. The ODS shall be reimbursed for all costs of design and construction in excess of ODS’s proportionate share based on traffic loadings.

21. The ODS shall design and construct bus turnouts and shelters shall be installed along Eight Mile Road, Scott Creek Drive, Street “1” and Street “2” and any other location as required by the Public Works Director in consultation with the San Joaquin Regional Transit District.
22. A 10 foot easement shall be dedicated to Reclamation District No. 2042 at the existing toe of all levees to provide for maintenance of the levee slopes.

23. Scott Creek Drive at the west end of the project shall be terminated to the satisfaction of the City Engineer.

24. The ODS shall participate in any applicable Transportation Systems Management (TSM) programs established by the City of Stockton and contribute its proportionate share of the cost to provide an appropriate park and ride facility in the vicinity of Interstate 5 and Eight Mile Road.

25. The ODS shall prepare and submit a technical memorandum to be approved by the City identifying traffic calming measures required on-site and on existing, adjacent and connected neighborhood streets. Right-of-ways and lot layouts within the tentative map area may need to be revised to accommodate traffic calming measures which may include roundabouts, traffic circles, etc.

26. For all properties/land within the boundary of this tentative map, the ODS shall comply with all the State and Federal laws, City laws, fees and Standard Specifications and Plans in effect at the time of submittal of the particular application under consideration.

27. The ODS shall submit detailed subdivision improvement plans. These plans shall show all on-site and off-site utilities necessary to provide water, storm, and sanitary sewer utility service. These plans shall be designed in accordance with the City’s most recently adopted water, storm, and sanitary collection system master plans and the City’s Public Works design standards. These plans shall be approved by the City Engineer prior to the approval of any final map.

28. The property ODS shall provide permanent rights-of-way for and construct all on-site and off-site water, storm, and sanitary sewer facilities as designed and shown on the accepted improvement plans for the development. Any reimbursement costs for oversizing shall be determined in accordance with the Stockton Municipal Code.

29. The ODS shall prepare a master plan for the non-potable irrigation system for the withdrawal and use of non-potable water from the project lake, Pixley Slough/Disappointment Slough, Bishop Cut, shallow wells, and/or other water sources. The system will consist of an intake structure, pump and mains, etc. that would distribute non-potable water to parks, open space, streetscape, landscaping within the project area. System operation will be coordinated by the City with financing provided by a maintenance district. The master plan shall be subject to the approval of the Municipal Utilities
Director. The ODS shall construct the approved system to the satisfaction of the Director of Public Works and the Director of Municipal Utilities.

30. Provide appropriately sized utilities, including natural gas and three-phase electrical power, to all City owned and maintained facilities.

31. Construct masonry walls to enclose the perimeter of the Municipal Utilities Department’s pump station facilities.

32. Water valves, sanitary maintenance holes and storm drainage maintenance holes shall not be installed in traffic circles.

33. The ODS shall install appropriately sized utilities to serve all adjacent parcels.

34. The ODS shall design and construct all on-site and off-site water facilities required by the water system analyses and by the Updated Water Master Plan, including but not limited to a 3.4-million gallon storage tank at the northwest reservoir site, in a manner as approved by the Director of Municipal Utilities.

35. The property ODS shall conduct an engineering analysis, acceptable to the Director of Municipal Utilities, that demonstrates that the water system improvements to be constructed within the City of Stockton water service area are sufficient to meet the following conditions:

For ultimate buildout of the subdivision:

Using existing system pressures, but no more than 45 psi at all points of connection to the City water system, the internal water system improvements shall be sized to provide at least 40 psi pressure at any location during the period of peak hour demand (peak hour demands shall be calculated at 175% of maximum daily demands),

Using existing system pressures, but no more than 45 psi at all points of connection to the City water system, the internal water system improvements shall be sized to provide at least 20 psi pressure at any location during the period of maximum day demand (maximum day demands shall be calculated at 210% of the average day demands) combined with a fire flow of 2,000 gpm out of any fire hydrant in the residential subdivision.

Using existing system pressures, but no more than 45 psi at all points of connection to the City water system, the internal water system improvements shall be sized to provide at least 20 psi pressure at any location during the period of maximum day demand combined with a fire flow of 3,000 gpm out
of any fire hydrant in the commercial area of the subdivision.

During interim development:

Using existing system pressures, but no more than 45 psi at all points of connection to the City water system, the internal water system improvements shall be sized to provide at least 20 psi pressure at any location during the period of maximum day demand combined with a fire flow of 1,500 gpm out of any fire hydrant in the subdivision.

36. The lakes and storm water quality treatment systems shall be privately owned and maintained. Potable water shall not be used to fill the lakes.

37. The applicant shall dedicate 12.8 acres of land for future reimbursement by the City and for development of a community park site and shall stub utilities and 3-phase electrical service to the site subject to approval by the City Engineer and City Parks Facility Planner/Landscape Architect. The applicant shall construct the community park facility within 180 days of completion of the First Phase of the development. Such construction should begin prior to completion of the first 50% of the homes to be built as part of Phase I. A park reimbursement agreement shall be entered into between the City and the applicant to reimburse the applicant for the park master plan, construction documents, parkland, 50% street frontage improvements and park construction. The value of the parkland shall be that amount per acre as used by the City when calculating the parkland public facility fee. All plans and improvements shall be subject to prior review and approval by the Parks and Recreation Director and the City Parks Facility Planner/L.A. and the City Permit Center. Park construction inspection will be provided by the City through private contract.

38. Prior to issuance of building permits, the applicant shall pay parkland public facility fees as adopted by City Council. Such fees are used for acquisition and development of parkland within the particular fee zone.

39. The applicant shall be responsible for the development of the proposed "Village Parks", presently shown as "neighborhood park(s)"on the project master plan, to the satisfaction of the City Parks and Recreation Director or designated representative which shall be maintained by a mandatory home owners' association (HOA).

40. Prior to recordation of any Final Map, the ODS shall form a new zone of the Stockton Consolidated Landscape and Lighting Maintenance District 96-2, and approve an assessment providing for the subdivision's proportionate share of the costs to maintain any public parks within the service area for this subdivision or serving this subdivision (except the Village Parks). ODS may
request to annex to an existing zone of the Stockton Consolidated Landscape and Lighting Maintenance District 96-2 provided the subdivision is within the service area of a park for which a zone of the Stockton Consolidated Landscape and Lighting Maintenance District 96-2 has already been formed.

41. Prior to recodervation of any Final Map, the ODS shall establish a maintenance entity acceptable to the Community Development Director, the Parks and Recreation Director and the Public Works Director to provide funding for the maintenance of, and if necessary replacement at the end of the useful life of, improvements including but not limited to common area landscaping, Village Parks, bicycle/pedestrian trail along Pixley Slough/Disappointment Slough and access lots, landscaping in the right-of-way, soundwalls and/or back-up walls, and all "Improvements" serving or for the special benefit of this subdivision.

42. If the ODS elects to provide maintenance for the Improvements through a maintenance assessment district, the ODS shall form a new zone of the Stockton Consolidated Landscape and Lighting Maintenance District 96-2 that includes the entire subdivision. The entire subdivision may be considered for annexation to an existing zone of the Stockton Consolidated Landscape and Lighting Maintenance District 96-2, provided the type, intensity and amount of the Improvements to be maintained are similar to Improvements in the zone to which annexation is proposed. Formation/annexation shall result in an assessment being approved that shall be levied on all properties in the subdivision to ensure that all property owners pay their proportionate share of the costs of maintaining, in perpetuity, the Improvements serving or for the special benefit of this subdivision. Village Parks shall not be maintained by the City Consolidated Landscape and Lighting Maintenance District.

43. All walls shall be located on private property and a separate maintenance easement shall be recorded for such walls. Such easement shall be sufficient to allow for regular maintenance (i.e. graffiti removal) and shall include the width of the support footing as it extends from both sides of the wall.

44. ODS shall prepare an Update to the City of Stockton Sanitary Sewer Master Plan, which shall include this project, and shall be subject to review and approval by the Municipal Utilities Department Director. Prior to approval of improvement plans for any subdivision unit and/or approval of any final map, ODS shall contribute a fairshare contribution to upgrade 14-Mile Slough sanitary sewer pump station and pay all applicable connection fees as determined by a financial analysis. No building permits shall be issued until the 14-Mile Slough pump station and associated improvements are
operational.

45. Prior to recordation of any final map, the ODS shall establish a “Maintenance Entity” acceptable to the Community Development Director, the Public Works Director, and the Municipal Utilities Director to provide funding for the operation, maintenance, repair, and replacement of project’s private drainage improvements, including but not limited to lakes, bulkheads, storm water quality control systems, dewatering systems and terminal discharge facilities, any and all permits that are or might be required, and the Consolidated Storm Drainage Maintenance District discussed herein. Also prior to filing of the first final map, the ODS shall form a Consolidated Storm Drainage Maintenance District, acceptable to the City of Stockton, and approve all assessments necessary to fund operations, maintenance, replacement, and repair of the project’s private drainage improvements and permits, in perpetuity. District will not collect assessments unless “Maintenance Entity” dissolves and/or neglects to operate, maintain, replace, and/or repair project’s private drainage improvements and permits.

46. The lakes and storm water quality treatment systems shall be privately owned and maintained.

47. The property ODS shall comply with City’s Storm Water Quality Control Criteria Plan approved and adopted by City Council on November 25, 2003. The proposed project comes under requirements of this Plan.

48. The use of cast-in-place pipe is prohibited.

49. The ODS shall maintain drainage patterns and facilities that serve adjoining properties. New and relocated facilities shall be appropriately sized and approved by the Municipal Utilities Department.

50. The following fire safety requirements shall be fulfilled:

a. The ODS shall dedicate a net 2.0 acre or larger fire station site as delineated on the tentative maps to the City of Stockton or in an acceptable location satisfactory to the Fire Chief.

b. Reimbursement for the fire station site shall be at the rate established for land cost by the Public Facilities Fee Program, based on net acreage.

c. The ODS shall be responsible for the construction of all frontage improvements for the fire station site and shall be reimbursed for said frontage improvements pursuant to the Public Facilities Fee Administrative Guidelines. The ODS shall provide water and sewer
utility stubs for the fire station in Village D.

d. A Community Facilities District (CFD) or other financing mechanism for the appropriate reimbursement of costs associated with the operation of the fire station shall be created by the ODS. Said creation of a CFD or other financial mechanism, shall be established at the discretion of the City Manager.

51. These tentative maps (TM18-04 A and B) shall not be effective until the execution of the Annexation Memorandum of Understanding (MOU) by the applicant and the City, the effective date of the General Plan amendment (GPA3-04), prezoning (Z-4-04) Specific Plan amendment (SPA3-04) and Development Agreement (DA1-04) for this site, and the recordation of the annexation (A-04-03) of this site to the City of Stockton. If annexation is not completed within two (2) years of the approval of the tentative map by the Planning Commission, this map shall be null and void.

52. The ODS shall be responsible for the establishment of Covenants, Conditions and Restrictions (CC&Rs) for the maintenance of landscaping, structures and fences on the private properties and review of architectural design for residential structures within the subdivision area. The CC&Rs shall be subject to review and approval by the City Attorney and the Community Development Director prior to the issuance of the first residential building permit. The owners, developers and/or successors-in-interest shall be responsible for recordation of the CC&Rs and payment of recording expenses. The City shall be declared to be a third-party beneficiary of the CC&Rs and shall be entitled, without obligation, to take appropriate legal action to enforce the CC&Rs.

53. Prior to recordation of any final map, the ODS shall establish a maintenance entity to provide funding for the maintenance of the private street system, the emergency vehicle access (EVA), bicycle/pedestrian paths, the permanent de-watering system, any on-site storm drainage system, the lake system, levee access areas, other common areas, and related outfall to receiving waters, private (pocket) parks/open space.

August 19, 2004

Note: Staff reports are prepared well in advance of the Planning Commission consideration of the proposal and reflect the staff's view based upon the best available information at the time the report was formulated. Evidence submitted during the course of the public hearing may require a re-evaluation of the staff's position.
Staff Report was prepared by Senior Planner David Stagnaro, AICP.
Resolution No. _____

STOCKTON CITY COUNCIL

RESOLUTION CERTIFYING THE FINAL ENVIRONMENTAL IMPACT REPORT (EIR1-04) AND ADOPTING THE "FINDINGS, OVERRIDING CONSIDERATIONS, MITIGATION MONITORING AND REPORTING PROGRAM FOR THE WESTLAKE VILLAGES PROJECT"

WHEREAS, a Final Environmental Impact Report (EIR1-04) for the Westlake Villages Project (the "Project") was prepared by the City of Stockton pursuant to the California Environmental Quality Act (Public Resources Code Sections 21000 et seq., hereafter "CEQA"), the Guidelines for Implementation of the California Environmental Quality Act (14 California Code of Regulations, Sections 15000 et seq., hereafter the "State CEQA Guidelines") and the City of Stockton Guidelines for the Implementation of CEQA ("Local Guidelines"); and

WHEREAS, at its legally noticed meeting of August 26, 2004, the Stockton Planning Commission accepted oral comments on, considered and recommended adoption of the Final Environmental Impact Report (EIR1-04) by the City Council; and

WHEREAS, pursuant to the City of Stockton Guidelines for the Implementation of CEQA, the Final Environmental Impact Report (EIR1-04) was scheduled for consideration at a public meeting that was conducted by the City Council on September 14, 2004; and

WHEREAS, by this resolution, the City Council, as the lead agency under CEQA for preparing the Final Environmental Impact Report, and as the entity with final decision-making authority in regard to the related discretionary applications, desires to comply with the requirements of CEQA, the State CEQA Guidelines and the Local Guidelines for consideration, certification and use of the Final Environmental Impact Report (EIR1-04) by the City Council, and any responsible agencies in connection with the approval and subsequent implementation of the Project; now, therefore,

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF STOCKTON, AS FOLLOWS:

1. That the Final Environmental Impact Report (EIR1-04), which is on file in the City's Community Development Department/Planning Division, is hereby certified based on the following findings:

   a. The Final Environmental Impact Report (EIR1-04), has been completed in compliance with the California Environmental Quality Act (CEQA), State CEQA Guidelines and City of Stockton Guidelines for the Implementation of CEQA.
b. The Final Environmental Impact Report (EIR1-04), as amended, has been reviewed and considered prior to any related project approvals, reflects the City’s independent judgment and has been found to be adequate for said approvals.

c. Based on the review of EIR1-04 it has been determined that, subject to any modifications and mitigation measures identified in EIR1-04, the project will not have a significant effect on the environment.

d. Pursuant to Section 15074 of the State CEQA Guidelines (California Code of Regulations), all project approvals shall be based on and subject to the CEQA findings, mitigation measures, and monitoring/reporting provisions as specified in the “Findings, Overriding Considerations, Mitigation Monitoring and Reporting Program for the Westlake Villages Project,” dated August 2004.

2. That, pursuant to Section 15074 of the State CEQA Guidelines (California Code of Regulations), the City Council hereby determines that any related project approval(s) shall be based on and subject to the implementation of all applicable mitigation measures for each significant adverse environmental effect, as identified in the Final Environmental Impact Report (EIR1-04), and to the associated findings and mitigation monitoring/reporting provisions as specified in the report entitled “Findings, Overriding Considerations, Mitigation Monitoring and Reporting Program for the Westlake Villages Project,” August 2004, which is hereby adopted and is on file at the City of Stockton Community Development Department/Planning Division.

PASSED, APPROVED and ADOPTED ________________________________

GARY A. PODESTO
Mayor of the City of Stockton

ATTEST:

KATHERINE GONG MEISSNER
City Clerk of the City of Stockton
Resolution No. __________

STOCKTON CITY COUNCIL

RESOLUTION AMENDING
THE GENERAL PLAN TO EXTEND THE CITY'S GENERAL PLAN
BOUNDARY AND DESIGNATE THE PROJECT SITE FOR MIXED USE AND
LOW/MEDIUM-DENSITY RESIDENTIAL LAND USES, TO ADD ONE
PROPOSED ELEMENTARY SCHOOL SYMBOL AND
TO ADD ONE PROPOSED COMMUNITY PARK SYMBOL
FOR THE WESTLAKE VILLAGES PROJECT (GPA 3-04)

WHEREAS, the City of Stockton has heretofore formulated and adopted a
General Plan for the physical development of the City, which General Plan contains
each of the elements required by law to be part of it; and

WHEREAS, an amendment to the City of Stockton 1990 General Plan Diagram
has been requested by Spanos Family Partnership, relative to property located south of
Eight Mile Road, east of Bishop Cut, north of Pixley Slough and Disappointment Slough,
and west of Low/Medium-Density Residential; and

WHEREAS, following a public hearing, the Planning Commission adopted a
resolution on August 26, 2004, recommending the City Council approve a request by
Spanos Family Partnership, for a General Plan amendment to add a General Plan
designation of Mixed Use and Low/Medium-Density Residential, to add one proposed
elementary school symbol and to add one proposed community park symbol, for a site
located south of Eight Mile Road, east of Bishop Cut, north of Pixley Slough and
Disappointment Slough, and west of Low/Medium-Density Residential; and

WHEREAS, the City Council of the City of Stockton has reviewed and considered
the Planning Commission recommendation and all environmental documents necessary
for the approval of the proposed amendment to the City of Stockton 1990 General Plan
Diagram at a duly noticed public hearing on September 14, 2004; now, therefore,

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF STOCKTON, AS
FOLLOWS:

A. That the City Council finds as follows:

1. The proposal conforms to existing City of Stockton General Plan
Policies for the location and development of Mixed Use and
Low/Medium-Density Residential, as specified in the Mixed Land
Use and Residential Land Use Sections of the Policy Document.
2. The land uses allowed under the proposed General Plan designation are expected to be compatible with existing and proposed land uses surrounding the subject site.

3. The proposed General Plan amendment will not endanger, jeopardize or otherwise constitute a hazard to the public convenience, health, interest, safety or general welfare of persons residing or working in the City.

4. The City has reviewed the Final Environmental Impact Report (EIR1-04) for the project and has independently concluded that, subject to the identified mitigation measures, the proposed use is not expected to generate any significant, adverse environmental impacts and has, therefore, adopted a Final Environmental Impact Report and related CEQA Findings, Overriding Considerations, and Mitigation Monitoring/Reporting Program for the project.

B. That based upon the above findings, the City Council upholds the Planning Commission recommendation and approves the proposed General Plan amendment to add the General Plan designations Mixed Use and Low/Medium-Density Residential, to add one proposed elementary school symbol and to add one proposed community park symbol, for a site located south of Eight Mile Road, east of Bishop Cut, north of Pixley Slough and Disappointment Slough, and west of Low/Medium-Density Residential (the Westlake Villages Project, GPA 3-04).

PASSED, APPROVED AND ADOPTED ____________________________.

_______________________
GARY A. PODESTO
Mayor of the City of Stockton

ATTEST:

_______________________
KATHERINE GONG MEISSNER
City Clerk of the City of Stockton
ORDINANCE NO. ____________

AN ORDINANCE AMENDING CHAPTER 16 OF THE STOCKTON MUNICIPAL CODE WHICH SETS FORTH THE ZONING PROVISIONS OF THE CITY OF STOCKTON BY AMENDING THE “ZONING MAP,” PARTICULARLY REFERRED TO IN SECTION 16-210.030 OF THE STOCKTON MUNICIPAL CODE TO CLASSIFY TO MX, MIXED-USE DISTRICT APPROXIMATELY 681 ACRES, LOCATED SOUTH OF EIGHT MILE ROAD, EAST OF BISHOP CUT, NORTH OF PIXLEY SLOUGH AND DISAPPOINTMENT SLOUGH, AND WEST OF R-1, SINGLE-FAMILY DISTRICT. (SPANOS FAMILY PARTNERSHIP, WESTLAKE VILLAGES PROJECT, Z-4-04)

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF STOCKTON, AS FOLLOWS:

SECTION 1. Prezoning Classification.

The City Council hereby finds and declares, based upon the record of these proceedings, that the provisions of this ordinance are consistent with the City of Stockton 1990 General Plan, specifically the Land Use Element of the General Plan and the objectives, goals and policies of the General Plan; and that the environmental consequences of prezoning and developing the project site were adequately examined in the previously-approved “Final Environmental Impact Report” (EIR1-04) for the Spanos Family Partnership’s Westlake Villages Project which has been adopted by the City Council for this project.

The “Zoning Map,” particularly referred to in Section 16-210.030 of the Stockton Municipal Code, and by reference made a part of said Code is hereby amended as follows, to wit:

The subject property (as described in Exhibit A, which is attached hereto and incorporated herein by this reference), which will be located in the City of Stockton, County of San Joaquin, State of California, upon annexation, is hereby classified with a prezoning of MX, Mixed Use, in accordance with the prezoning descriptions contained in the attached Exhibit A (prezoning request of the Spanos Family Partnership’s Westlake Villages Project (Z-4-04).
SECTION 2. Effective Date.

This ordinance shall take effect and be in full force thirty (30) days after its passage.

ADOPTED: ______________________

EFFECTIVE: ______________________

______________________________
GARY A. PODESTO
Mayor of the City of Stockton

ATTEST:

______________________________
KATHERINE GONG MEISSNER
City Clerk of the City of Stockton
EXHIBIT “A”

Legal description of The Project

All that certain Real Property, situate in Sections 2 and 3, Township 2 North, Range 5 East, Mount Diablo Meridian, County of San Joaquin, State of California, more particularly described as follows:

Beginning at the Northwest corner of Lot 1, TRACT NO. 3103, SPANOS PARK WEST, UNIT NO. 1, filed for record June 28, 2001, in Book 36 of Maps and Plats, at Page 22, San Joaquin County Records;

The following four (4) courses are coincident with the boundary of said TRACT NO. 3103, SPANOS PARK WEST, UNIT NO. 1

Thence S 02° 54' 08” W, 1559.40 feet;
Thence S 19° 03'. 52” E, 159.30 feet;
Thence S 89° 17’ 52” E, 1127.60 feet;
Thence S 10° 37’ 52” E, 3132.80 feet;

Thence N 59° 56’ 26” W, 249.40 feet;
Thence N 70° 15’ 26” W, 136.95 feet;
Thence N 85° 25’ 26” W, 329.37 feet;
Thence S 88° 51’ 34” W, 1514.22 feet;
Thence N 84° 28’ 26” W, 168.34 feet;
Thence N 73° 01’ 26” W, 597.77 feet;
Thence N 73° 42’ 26” W, 604.77 feet;
Thence N 74° 29’ 26” W, 518.30 feet;
Thence N 75° 09’ 26” W, 737.72 feet;
Thence N 81° 34’ 26” W, 246.90 feet;
Thence N 88° 01’ 26” W, 211.92 feet;
Thence S 81° 56’ 34” W, 199.92 feet;
Thence S 54° 11’ 34” W, 120.45 feet;
Thence S 36° 48’ 34” W, 122.45 feet;
Thence S 11° 24’ 34” W, 109.56 feet;
Thence S 05° 20’ 26” E, 126.95 feet;
Thence S 18° 00’ 26” E, 107.95 feet;
Thence S 01° 52’ 34” W, 131.95 feet;
Thence S 26° 20’ 34” W, 154.44 feet;
Thence S 60° 22’ 34” W, 181.93 feet;
Thence S 64° 31’ 34” W, 293.89 feet;
Thence S 62° 51’ 34” W, 252.90 feet;
Thence S 39° 33’ 34” W, 141.95 feet;
Thence S 66° 59’ 34” W, 96.96 feet;
Thence S 77° 11’ 34” W, 198.92 feet;
Thence S 67° 59' 34" W, 122.95 feet;
Thence S 83° 18' 34" W, 98.96 feet;
Thence N 83° 27' 26" W, 111.96 feet;
Thence N 69° 30' 26" W, 115.96 feet;
Thence N 43° 56' 26" W, 318.88 feet;
Thence N 67° 03' 26" W, 171.93 feet;
Thence S 85° 20' 34" W, 159.94 feet;
Thence S 60° 28' 34" W, 209.92 feet;
Thence S 71° 07' 34" W, 85.97 feet;
Thence N 77° 22' 26" W, 92.96 feet;
Thence N 61° 59' 26" W, 158.94 feet;
Thence N 84° 42' 26" W, 117.95 feet;
Thence S 74° 44' 34" W, 104.46 feet;
Thence S 47° 11' 34" W, 107.46 feet;
Thence S 25° 22' 34" W, 233.91 feet;
Thence N 69° 41' 26" W, 166.94 feet;
Thence N 43° 45' 26" W, 202.92 feet;
Thence N 71° 41' 26" W, 196.42 feet;
Thence N 87° 50' 26" W, 159.94 feet;
Thence N 70° 14' 26" W, 155.94 feet;
Thence N 09° 08' 34" E, 36.99 feet;
Thence S 89° 09' 26" E, 285.89 feet;
Thence N 05° 12' 34" E, 589.77 feet;
Thence N 05° 34' 34" E, 999.61 feet;
Thence N 04° 04' 34" E, 721.22 feet;
Thence N 75° 26' 34" E, 3589.32 feet;
Thence N 25° 44' 26" W, 170.49 feet;
Thence N 14° 31' 26" W, 145.49 feet;
Thence N 12° 02' 34" E, 81.50 feet;
Thence N 11° 02' 26" W, 175.99 feet;
Thence N 16° 51' 26" W, 124.49 feet;
Thence N 02° 09' 26" W, 766.46 feet;
Thence N 10° 02' 34" E, 166.99 feet;
Thence N 31° 10' 34" E, 165.68 feet;
Thence on a non-tangent curve to the right having a radius of 6942.19 feet, through a
central angle of 01° 08' 27", an arc distance of 138.23 feet; whose chord bears N 85° 53'
32" W, 138.21 feet; said curve being a concentric curve with the centerline of 8 Mile
Road, 67.00' Southerly of said centerline, also being the proposed Southerly Right-of-
Way, of said 8 Mile Road;
Thence N 85° 19' 58" W, 14.18 feet, also being the proposed Southerly Right-of-Way, of
said 8 Mile Road;
Thence N 75° 07' 01" W, 152.41 feet, being the taper of the proposed Southerly Right-
of-Way, of said 8 Mile Road, to intersect the existing Southerly Right-of-Way, of said 8
Mile Road;
Thence N 02° 20' 26" W, 80.60 feet, to intersect the existing Northerly Right-of-Way, of said 8 Mile Road;
Thence N 84° 28' 23" E, 152.41 feet, being the taper of the proposed Northerly Right-of-Way, of said 8 Mile Road, to the Northerly Right-of-Way, of said 8 Mile Road, said proposed Right-of-Way being 67.00' feet Northerly of the existing centerline of said 8 mile Road;

The following five (5) courses are coincident with the proposed Northern Right-of-Way of 8 Mile Road, said proposed Right-of-Way being 67.00' Northerly of the existing centerline of said 8 Mile Road:

Thence S 84° 28' 23" E, 24.03 feet;
Thence on a non-tangent curve to the left having a radius of 6808.19 feet, through a central angle of 01° 03' 37", an arc distance of 125.99 feet; whose chord bears S 85° 51' 07" E, 125.97 feet;
Thence continuing on a curve to the left having a radius of 6808.19 feet, through a central angle of 03° 08' 43", an arc distance of 373.74 feet; whose chord bears S 87° 57' 17" E, 373.74 feet;
Thence S 89° 31' 39" E, 2046.28 feet;
Thence S 89° 32' 31" E, 1287.18 feet;
Thence S 02° 54' 08" E, 106.84 feet; to the Point of Beginning,

Containing 693.09 acres, more or less.

End of Description

The Basis of Bearing for this property description is the West line of said Lot 1, taken as S 02° 54' 08" W, as shown on said TRACT NO. 3103, SPANOS PARK WEST, UNIT NO. 1.

David E. Kraettli P.L.S. 6008
Expires 03/31/05

Licensed Land Surveyor
STATE OF CALIFORNIA
DAVID E. KRAETTLI
EXP. 3/31/05
NO. 6008
Resolution No. __________

STOCKTON CITY COUNCIL

RESOLUTION APPROVING
THE REQUEST OF THE SPANOS FAMILY PARTNERSHIP FOR A MASTER
DEVELOPMENT PLAN FOR A PROPOSED 681± ACRE PROJECT FOR MIXED USE,
BOUND BY EIGHT MILE ROAD ON THE NORTH, BISHOP CUT ON THE WEST,
PIXLEY SLOUGH AND DISAPPOINTMENT SLOUGH ON THE SOUTH, AND
LOW/MEDIUM-DENSITY RESIDENTIAL ON THE EAST (MDP1-04)

WHEREAS, the City of Stockton has heretofore formulated and adopted a General
Plan for the physical development of the City, which General Plan contains each of the
elements required by law to be a part of it; and

WHEREAS, a Master Development Plan has been requested relative to the area
bounded by Eight Mile Road on the north, Bishop Cut on the west, Pixley Slough and
Disappointment Slough on the south, and Low/Medium-Density Residential on the east; and

WHEREAS, said areas are bounded by County Commercial Recreation and
Agriculture General uses to the north across Eight Mile Road; County Commercial
Recreation and Agriculture General uses to the west; County Agriculture General and
Open Space/Resource Conservation uses to the south; and Low/Medium-Density
Residential to the east; and

WHEREAS, following a public hearing, the Planning Commission adopted a
resolution on August 26, 2004, recommending the City Council approve the request by the
Spanos Family Partnership for a Master Development Plan for the 681± acre Westlake
Villages Project to include mixed use; and

WHEREAS, the City Council of the City of Stockton has reviewed and considered
the Planning Commission recommendation and all related environmental documentation
necessary for the approval of the proposed Master Development Plan at a duly noticed
public hearing on September 14, 2004; now, therefore,

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF STOCKTON, AS
FOLLOWS:

A. That the City Council finds as follows:

1. The proposals conform to the existing City of Stockton General Plan
Policies and zoning regulations for the location and suitability of the
proposed land uses, subject to approval of GPA3-04, Z-4-04, DA1-04,
The land uses and symbols allowed under the proposed Mixed Use General Plan designation, MX zoning district, Master Development Plan, Development Agreement, Specific Plan, annexation, and sphere of influence amendment (SOI), will be compatible with existing and proposed land uses in the immediate vicinity of the overall project site, subject to the approval and implementation of the mitigation measures identified in EIR1-04 and mitigation monitoring/reporting provisions of the "Findings, Overriding Considerations, Mitigation Monitoring and Reporting Program for the Westlake Villages Project," dated August 2004.

The proposed General Plan amendment, prezoning, Master Development Plan, Development Agreement, Specific Plan, annexation and SOI amendment, would not endanger, jeopardize or otherwise constitute a hazard to the public convenience, health, interest, safety or general welfare of persons residing or working in the City.

The uses permitted under the proposed General Plan amendment, prezoning, Master Development Plan, Development Agreement, Specific Plan, annexation and SOI amendment, are similar to and/or compatible with the existing uses to the north, south, east and west of the site.

The environmental consequences of this proposed General Plan amendment, prezoning, Master Development Plan, Development Agreement, Specific Plan, annexation and SOI amendment have been examined in EIR1-04, which was considered and certified prior to approval of this General Plan amendment, prezoning, Master Development Plan, Development Agreement, Specific Plan, annexation and SOI amendment. In addition, all applicable mitigation measures identified in EIR1-04, and the related "Findings, Overriding Considerations, Mitigation Monitoring and Reporting Program for the Westlake Villages Project," have been adopted in conjunction with this General Plan amendment, prezoning, Master Development Plan, Development Agreement, Specific Plan, annexation and SOI amendment approval. EIR1-04 and related environmental documents have been prepared in compliance with the provisions of the California Environmental Quality Act (CEQA) and the City of Stockton Guidelines for the Implementation of CEQA.

The anticipated benefits of these proposals outweigh the unavoidable or unresolved adverse environmental effects for the project as supported by the "Findings, Overriding Considerations, Mitigation Monitoring and Reporting Program for the Westlake Villages Project,"
dated August 2004.

7. Pursuant to Sections 15091 and 15093 of the State CEQA Guidelines, these approvals are subject to the adopted findings and mitigation monitoring and reporting program, respectively, as specified in the “Findings, Overriding Considerations, Mitigation Monitoring and Reporting Program for the Westlake Villages Project,” dated August 2004.

8. The Master Development Plan will be in compliance with all applicable requirements of the Planning and Zoning Code, local ordinances, and State law.

9. The Master Development Plan will adequately address the physical development characteristics of the subject site.

B. That the City Council hereby upholds the decision of the Planning Commission and approves the request of the Spanos Family Partnership for a Master Development Plan for the Westlake Villages Project (MDP1-04), based on the above findings and subject to the following condition:

1. MDP1-04 shall be subject to all applicable mitigation/reporting measures identified in EIR1-04.

PASSED, APPROVED AND ADOPTED ____________________________

GARY A. PODESTO
Mayor of the City of Stockton

ATTEST:

KATHERINE GONG MEISSNER
City Clerk of the City of Stockton
RESOLUTION NO. ______

STOCKTON CITY COUNCIL

RESOLUTION AMENDING
THE EIGHT MILE ROAD SPECIFIC PLAN (SPA3-04)
FOR THE WESTLAKE VILLAGES PROJECT

WHEREAS, the City of Stockton has heretofore formulated and adopted a General Plan for the physical development of the City, which General Plan contains each of the elements required by law to be part of it; and

WHEREAS, the City of Stockton has adopted the Eight Mile Road Specific Plan to facilitate implementation of the General Plan; and

WHEREAS, an amendment to the Eight Mile Road Specific Plan has been requested by Spanos Family Partnership, relative to property located south of Eight Mile Road, east of Bishop Cut, north of Pixley Slough and Disappointment Slough, and west of Low/Medium-Density Residential (the Westlake Villages Project); and

WHEREAS, following a public hearing, the Planning Commission adopted a resolution on August 26, 2004, recommending that the City Council approve a request by Spanos Family Partnership for an amendment to the Eight Mile Road Specific Plan to extend the coverage area of the Specific Plan to the west along the frontage of the Westlake Villages project and to add two new full access intersections at Eight Mile Road and Street “1” and Street “2”; and

WHEREAS, the City Council of the City of Stockton has reviewed and considered the Planning Commission recommendation and all environmental documents necessary for the approval of the proposed amendment to the Eight Mile Road Specific Plan at a duly noticed public hearing on September 14, 2004; now, therefore,

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF STOCKTON, AS FOLLOWS:

A. That the City Council finds as follows:

1. The proposed project is consistent with the City’s 1990 General Plan Land Use and Circulation Diagram for the area.

City Atty: 
Review 
Date September 3, 2004
2. The proposed Specific Plan Amendment is appropriate and reasonable and will provide for improved access to facilitate the proposed development.

3. The City has reviewed the Environmental Impact Report (EIR1-04) for the project and has independently concluded that, subject to the identified mitigation measures, the proposed use is not expected to generate any significant, adverse environmental impacts and has, therefore, adopted a Final Environmental Impact Report and related CEQA Findings and a Mitigation Monitoring/Reporting Program for the project.

B. That based upon the findings, the City Council of the City of Stockton, does hereby amend the Eight Mile Road Specific Plan (SPA3-04) to extend the coverage area of the Specific Plan to the west along the frontage of the Westlake Villages project and to add two new full access intersections at Eight Mile Road and Street “1” and Street “2,” for a site located south of Eight Mile Road, east of Bishop Cut, north of Pixley Slough and Disappointment Slough, and west of Low/Medium-Density Residential, subject to the following conditions:

1. Comply with all applicable Federal, State, County and City codes, regulations and adopted standards and pay all applicable fees.

2. Pursuant to Sections 15091 and 15093 of the State CEQA Guidelines, the project shall be subject to all applicable mitigation measures identified in the City-adopted “Findings, Statement of Overriding Considerations, and Mitigation Monitoring and Reporting Program for the Westlake Villages Project.”

3. Specific Plan right-of-way shall be increased by 10 feet to 144 feet (72 foot half-section) in conformance to the current City requirements of 15 foot wide parkways on each side of the street. The 145 foot wide cross-section should be revised to 155 feet wide in conformance to the current City requirements of 15 foot wide parkways on each side of the street.

4. The owners, developers and/or successors-in-interest (ODS) shall install traffic signals at the intersection of Eight Mile Road with the “North/South Arterial to Shima Tract” and the “Paradise Villages Entry Street”. These traffic signals shall be constructed prior to acceptance of these intersecting streets.

5. All other existing driveways to undeveloped parcels shall be abandoned upon development of the parcel.
6. The unsignalized driveway shown on the proposed Specific Plan serving "The Reserve" golf course shall be right turn entry and exit only.

7. The driveway serving the PG&E substation shall align with Trinity Parkway. The ODS shall provide a maintenance easement and install traffic signal detection equipment and appropriate traffic signal modifications to accommodate signalizing this driveway.

8. If the improvements allowed by this Specific Plan amendment (SPA3-04) are not constructed within five years, this Specific Plan amendment (SPA3-04) shall be null and void.

9. This Specific Plan amendment (SPA3-04) shall not be effective until the effective date of annexation (A-04-3).

PASSED, APPROVED AND ADOPTED

GARY A. PODESTO
Mayor of the City of Stockton

ATTEST:

KATHERINE GONG MEISSNER
City Clerk of the City of Stockton
RESOLUTION NO. ________

STOCKTON CITY COUNCIL

RESOLUTION AUTHORIZING
THE CITY MANAGER TO FILE THE WESTLAKE VILLAGES PROJECT
ANNEXATION (A-04-3) WITH THE LOCAL AGENCY FORMATION
COMMISSION, INCLUDING ANNEXATION TO THE STOCKTON EAST
WATER DISTRICT, DETACHMENT FROM THE WOODBRIDGE FIRE DISTRICT
AND SAN JOAQUIN COUNTY RESOURCE CONSERVATION DISTRICT,
AND AMENDMENT TO THE SPHERE OF INFLUENCE

WHEREAS, this proposal is made pursuant to the Cortese-Knox-Hertzberg Local
Government Reorganization Act of 2000, commencing with Section 56000 of the
California Government Code; and

WHEREAS, the subject territory is adjacent to existing City limits; and

WHEREAS, the City of Stockton has received an SOI Amendment request and
related documents, including respective Environmental Information/Initial Study Forms
requesting amendment to the City’s Sphere of Influence boundary; and

WHEREAS, the petition for annexation is for the purpose of obtaining general
City services; and

WHEREAS, the property owner(s) and residents in the subject territory will, upon
annexation, be able to receive normal City services; now, therefore,

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF STOCKTON, AS
FOLLOWS:

1. The City Manager is authorized to file with the Local Agency Formation
Commission (LAFCO), the above-noted annexation request and the City Services Plan,
attached as Exhibit “A” and incorporated herein by this reference, and the related
Sphere of Influence amendment.
2. The LAFCO is hereby requested to approve the above-entitled annexation of the territory depicted on Exhibit "B" attached hereto and incorporated herein by reference, and the related Sphere of Influence amendment depicted on Exhibit "C" attached hereto and incorporated herein by reference.

PASSED, APPROVED, AND ADOPTED ____________________________.

__________
GARY A. PODESTO
MAYOR of the City of Stockton

ATTEST:

__________
KATHERINE GONG MEISSNER
City Clerk of the City of Stockton

::ODMA\GRPWISE\COS.CDD.CDD_Library:40587.1
City Services Plan
for
Westlake Villages

Annexation File No. A-04-3
General Plan Amendment Application No.
GPA3-04
Rezoning Application File No. Z-04-04

Prepared for:
The City of Stockton

Prepared by:
David Evans and Associates, Inc.
5000 Executive Parkway, Suite 125
San Ramon, California 94583

AUGUST 2004
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CITY SERVICES PLAN

I. Introduction

a. Outline of Requirements

In accordance with California Government Code Section 56653, a City Services Plan (Plan) has been prepared for the Local Agency Formation Commission of San Joaquin County (LAFCo) as part of the cited sphere of influence/urban service area change, annexation and reorganization. Pursuant to Section 56653, a Plan for providing services shall accompany an application for change of organization or reorganization, and shall include the following elements:

1. An enumeration and description of the services to be extended to the affected territory.
2. The level and range of those services.
3. An indication of when those services can feasibly be extended to the affected territory.
4. An indication of any improvements or upgrading of structures, roads, sewer or water facilities, or other conditions the local agency would impose or require within the affected territory if the change of organization or reorganization is completed.
5. Information with respect to how those services will be financed.

b. Project Description

Spanos Family Partnership has proposed the rezoning and annexation of 682.7 acres into the City of Stockton. The subject annexation area is unincorporated lands within San Joaquin County, located south of Eight Mile Road, east of Rio Blanco Road, and north of Disappointment Slough and Pixley Slough. The eastern boundary abuts the Spanos Park West development consisting of single family residential subdivisions, a proposed elementary school and proposed neighborhood park (Refer to Exhibit A). The annexation area includes two parcels, Assessors Parcel Numbers 171-120-11 and 13, consisting of 682.7 acres in area.

Most of the lands within the annexation area have historically been used for growing agricultural crops, including corn, tomatoes and other row crops since it was reclaimed from the Sacramento/San Joaquin Delta in 1919. Assessor's Parcel #071-120-13, approximately 14 acres in size, is presently developed as a commercial marina (Paradise Point Marina). An additional 2.86 acres of Assessor's Parcel #071-120-11, which adjoins the marina parcel, is also part of the marina development. An earthen levee separates the annexation area from existing wetlands lying adjacent to Pixley Slough, Disappointment Slough and Bishop Cut. The subject area consists of relatively flat land, typical of the flat central San Joaquin Valley.
CITY SERVICES PLAN

floor. Elevation ranges from approximately 3 feet below mean sea level in the northwest corner to 8 feet below mean sea level in the southeast corner.

The lands west and south of the annexation area on the opposite sides of Bishop Cut, Disappointment Slough and Pixley Slough have historically been used for agricultural production. Land uses north of Eight Mile Road include agricultural production and The Reserve at Spanos Park Golf Course. The existing City of Stockton City Limit, Urban Services Boundary and Sphere of Influence Boundary (SOI) abut the eastern boundary of the annexation area. Exhibit A indicates the location of the annexation area, including the northern portions of the City of Stockton to the east and southeast, and the unincorporated areas of San Joaquin County.

c. Application History

On July 8, 2003, the Spanos Family Partnership submitted applications with the City of Stockton for a General Plan Amendment, Prezoning, and Annexation of the subject area. In addition, a Master Development Plan, Vesting Tentative Map, a Memorandum of Understanding, and a Development Agreement was submitted for the Paradise Villages Master-Planned Development Project (the title was subsequently changed to Westlake at Spanos Park West, “Westlake”). This includes the ±14-acre Paradise Point Marina parcel, which has a land use designation of Commercial in the San Joaquin County General Plan and is currently operating as a commercial marina under a long-term lease, and the +668-acre parcel between Paradise Point Marina and Spanos Park West, having a San Joaquin County General Plan designation of General Agricultural and presently in agricultural production. The Westlake development area would be prezoned MX, Mixed Use Zoning District, with a General Plan designation of MX, Mixed Use. An additional 173 acres (Assessors Parcel #071-120-04, 05, and 06; collectively called the Spanos Parcel) is included in the sphere of influence/urban service boundary change, the General Plan Amendment application and the Development Agreement, but is not part of the annexation and prezoning applications. The Spanos Parcel seeks a General Plan Amendment to Low-Medium Density Residential Land Use Designation, with the Development Agreement establishing the maximum number of units allowed in this area.

Paradise Point Marina represents an approved non-agricultural use within the annexation area. The entire annexation area is no longer subject to Williamson Act contracts. No lands designated for high-density residential development would be displaced by the anticipated development. Thus, the proposed annexation would not compromise the provisions for affordable housing within San Joaquin County or the City of Stockton.

The Westlake Project would be developed within a density range of 2,312 to 3,019 units, in accordance with the MX Zoning regulations of the project Master Development Plan. The Vesting Tentative Map for Westlake includes 2,621 residential lots, an addition to the proposed public recreational facilities, commercial and recreational uses within the marina, parks, lakes and open space areas. The development concept would emphasize a water
theme, and would consist of two distinct residential communities; a conventional single-family residential community (Villages A-Q), and an active adult community (Villages R-X).
CITY SERVICES PLAN

Insert Exhibit A here
CITY SERVICES PLAN

The applicant is concurrently processing a large-lot and small-lot Vesting Tentative Map (VTM) for the project area in the City of Stockton. The VTM includes conventional housing in Villages A-Q of a combined 1,872 units, and active adult housing in Villages R-X totaling 749 units. The proposed gross density equates to a maximum project density of 3.8 units/acre (2,621 units/682.7 acres). In compliance with the California Environmental Quality Act (CEQA), an Environmental Impact Report (EIR) was prepared under the direction of the City of Stockton addressing the environmental impacts associated with the various Spanos Family Partnership applications, including the proposed annexation and sphere of influence/urban service area change.

II. City Services

The City of Stockton provides an assortment of municipal services. The following municipal services will be extended to serve the subject site upon annexation; domestic water service, wastewater collection and treatment, storm drainage collection, solid waste disposal, law enforcement services, fire protection and emergency response, parks and recreational facilities, libraries, and general administrative services.

As a Charter City, the City of Stockton benefits from the same revenue sources as general law cities, as well as a utility user tax. Revenue sources include property taxes, property transfer (conveyance) taxes, sales tax, state subversions, as well as franchise payments from refuse collection, cable television and electrical distribution activities. Typical revenue sources that would generate revenue for the City as a result of the proposed annexation are included in Table Two. Some City services are operated as enterprise functions, such as water and sanitary sewer. Other recreational and public facilities, such as the City Municipal Golf Course, the Ice Arena, and the Civic Auditorium, operate as enterprise functions but are also subsidized by the City’s General Fund. The following provides a breakdown of the various taxes and revenue sources that the proposed annexation and future development of this area would generate for the City of Stockton.

a. Revenue Sources

1. Property Tax – State Law (Proposition 13) sets Property taxes at one percent of assessed property value annually. Three entities; the local School District, San Joaquin County and the City of Stockton share property tax revenues. Based on the current Revenue Sharing Agreement between the City of Stockton and San Joaquin County, scheduled for renewal in September 2003, the school district would receive approximately 65% of the total property tax revenue. Of the remaining 35% of generated taxes, the City and County have agreed on a 80/20 split, meaning the City of Stockton would receive 7 percent of the total property taxes collected.
CITY SERVICES PLAN

To estimate the total property taxes generated by the future development of the annexation area, the value for an average conventional single-family unit was estimated to be $348,600. The price for the average active adult residential unit was projected to be $259,500. An assumption factored into the average price for the active adult units factors is that 47 percent of the buyers will be relocating from within San Joaquin County, and that the price of the dwelling purchased in Westlake will be less than the buyers original residence. Under these conditions buyers would benefit from Proposition 60, by having the ability to transfer the base-year value of their present homes to the new home in Westlake. This assumption reduces the average assessed value of units in the active adult community by $48,200, which lowers tax revenues the City of Stockton would receive in the City General Fund as property tax revenue. However, this reflects current trends for home sales in active adult communities.

<table>
<thead>
<tr>
<th>Westlake Improvement(s):</th>
<th>Assessed Value (est.)</th>
<th>Estimated Prop.13 Tax Assessment</th>
<th>City Allocation</th>
</tr>
</thead>
<tbody>
<tr>
<td>1,872 Conventional Single-Family Units</td>
<td>$348,600 x 1,872 = $652,579,200</td>
<td>$6,525,792</td>
<td>$456,805</td>
</tr>
<tr>
<td>749 Active Adult Single-Family Units</td>
<td>$259,500 x 749 = $194,365,500</td>
<td>$1,943,655</td>
<td>$136,056</td>
</tr>
<tr>
<td>Conventional Units Community Center</td>
<td>Bldg = 590,800 Land = 260,000</td>
<td>$8,508</td>
<td>$595</td>
</tr>
<tr>
<td>Active Adult Community Center</td>
<td>Bldgs = $1,674,100 Land = 236,600</td>
<td>$17,007</td>
<td>$1,190</td>
</tr>
<tr>
<td>Marina (existing)</td>
<td>$400,000</td>
<td>$4,000</td>
<td>$280</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$8,498,962</strong></td>
<td><strong>$594,926</strong></td>
<td></td>
</tr>
</tbody>
</table>

1. Sources: PG & E Corporation, City of Stockton MUD, FCC, Comcast, Gruen, Gruen + Associates.
2. Based upon the maximum density per village indicated in the Master Development Plan for total units project-wide upon buildout.

The City of Stockton and San Joaquin County are presently negotiating a new Revenue Sharing Agreement that could alter the distribution of the collected property taxes resulting from the future development of the annexation area if annexation occurs after the renewal of the existing agreement is executed.

2. **Property Transfer Tax** – Upon conveyance (or transfer of ownership) of real estate in the City of Stockton, a property transfer tax is collected. The City’s portion of the tax is $0.55 for each $1,000 of value, which is based on the property sales price. As units are completed and sold, each purchase would generate property transfer tax for the City. Thereafter, it is assumed that six percent of the traditional homes and eight percent of the active adult community homes would transfer ownership annually.

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WESTLAKE at Spanos Park West
SPANOS FAMILY PARTNERSHIP – ANNEXATION FILE NO. A-03-XX

DRAFT 09/02/04
This is based on Census 2000 data which indicates that 55.1 percent of the households in Stockton moved during the last decade, and from historic data on other active adult communities that indicate sales after the first year stabilizes close to this rate. Based on the assessed property values in Table One, the initial unit sales would generate $467,443 in property transfer tax (849,896 x $0.55). Tax revenues generated from the initial unit sale is included as a separate line item in Table Seven with the Capital Facility Fees, as this represents a revenue source generated as the units are completed. The average sales prices, without appreciation, used to arrive at the estimated annual Property Transfer Tax Revenue are indicated in the following table.

### TABLE TWO: Projected Annual Property Transfer Tax Revenue at Project Buildout

<table>
<thead>
<tr>
<th>Residential Type</th>
<th>Annual Turnover</th>
<th>Average Sales Price</th>
<th>Total Property Transfers</th>
<th>Property Transfer Tax Revenue</th>
</tr>
</thead>
<tbody>
<tr>
<td>Active Adult Residential</td>
<td>68</td>
<td>286,200</td>
<td>$19,461,600</td>
<td>$10,704</td>
</tr>
<tr>
<td>Traditional Residential</td>
<td>234</td>
<td>302,700</td>
<td>$70,831,800</td>
<td>$38,957</td>
</tr>
<tr>
<td>TOTAL</td>
<td>302</td>
<td>$90,293,400</td>
<td>$49,661</td>
<td></td>
</tr>
</tbody>
</table>

3. Sales Tax – As the proposed future development of the annexation area is predominantly residential, calculations of sales tax revenues are based mostly on consumer expenditures, which is largely a function of household income. Some household income information can be assumed based upon the estimated housing costs. To determine the estimated annual retail sales expenditures of the average household within the annexation area, we have assumed an average household income of $62,500.00 for the Active Adult development households, and $84,125.00 for the traditional development households. The average household incomes were multiplied by the projected number of units for each unit type to arrive at a gross income amount. As most households typically expend between 18 and 24 percent of their income on retail goods and services, we have further assumed an expenditure rate of 22 percent per household. It is also known that not all purchases by these residents will be made in Stockton. To adjust for this, it is assumed that 75 percent of the Active Adult development household expenditures and 60 percent of the traditional development household expenditures will be spent in the City of Stockton.

Of the gross sales generated in Stockton, one percent (1%) of the retail sales tax is allocated to the City General Fund. Based on an estimated annual sales tax contribution to the City of Stockton General Fund of $103.13 per Active Adult household, and $111.05 per traditional community households, the total sales tax revenue resulting from future development of the annexation area would be $285,130 annually.
TABLE THREE: Projected Annual Retail Sales Tax Revenue Upon Project Buildout

<table>
<thead>
<tr>
<th></th>
<th>Active Adult Residential</th>
<th>Traditional Residential</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Estimated Total Annual Retail Sales</td>
<td>$10,298,750</td>
<td>$34,646,040</td>
<td>$44,944,790.00</td>
</tr>
<tr>
<td>Expenditures by Community</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Estimated Total Annual Retail Sales</td>
<td>$7,724,063</td>
<td>$20,787,624</td>
<td>$28,511,687.00</td>
</tr>
<tr>
<td>Expenditures in Stockton</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Estimated Total Annual Retail Sales</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Expenditures Per Household allocated to the City of Stockton</td>
<td>$103.13</td>
<td>$111.05</td>
<td>$108.70</td>
</tr>
<tr>
<td>General Fund</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Estimated Sales Tax Revenue</td>
<td>$77,244</td>
<td>$207,886</td>
<td>$285,130.00</td>
</tr>
<tr>
<td>Allocated to the City of Stockton</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

1 - Sources: City of Stockton 2002-2003 Budget, Pulte Corporation, Gruen, Gruen + Associates.
2 - Based upon the maximum density per village indicated in the Master Development Plan for total units project-wide upon buildout.

4. **Franchise Tax** - Franchise taxes are levied upon providers of refuse services, cable television services, and power providers. Franchise taxes are charged against all utility revenues, and is levied against the provider rather than the customer. As the vast majority of the projected uses would be residential in nature, the projected franchise taxes are based solely upon projected residential use generation.

The Stockton Municipal Code (SMC) stipulates that PG & E franchise fees for natural gas and electricity amount to two percent of gross annual receipts. The average monthly household bill in 2002 for gas and electricity in Stockton was $103.50, making the Annual Bill per household $1,242.00 ($103.50 x 12). Thus, the estimated annual franchise tax generated per household is $24.84. Using the anticipated project buildout of 2,621 residential units, the electricity and natural gas franchise tax revenue for the project would be $65,106 annually.

The SMC specifies that cable television franchises shall pay a minimum of three percent of gross annual receipts to the City. The average monthly household bill in 2002 for cable service in Stockton was $40.11, making the annual cable service revenue in Stockton $481.32 per household ($40.11 x 12). Multiplying this estimated annual revenue by 2,621 units yields a gross annual revenue for cable service in Stockton of $1,261,540. Allocating three percent of the estimated gross revenues to the City of Stockton would result in annual cable service franchise tax revenues of $37,846.

City of Stockton franchise fees for telephone service are established in the SMC as two percent of gross annual receipts. Assuming an average household monthly bill for telephone service of $52.29 (as indicated by Comcast), the average annual
household bill would be $627.48. With the anticipated buildout of 2,621 units, the annual gross receipts for telephone service within the project would be $1,644,625. Two percent of the estimated gross receipts would result in annual telephone franchise tax revenues of $32,893.

Refuse Services, including residential and commercial collection of refuse and garden waste are contracted to the City of Stockton by two collection service providers. The City Ordinance addressing the franchise tax for these services is expected to modified, effective June 2004, to indicate that the franchise tax for these services shall be 20 percent of the collected fees. The average monthly fees for refuse services per household in Stockton for 2002 were $16.15. Thus, by multiplying this figure by the anticipated buildout of 2,621 units, gross revenues are estimated to be $507,950 making the refuse and garden waste franchise tax $101,590 annually.

Thus, total franchise fees to the City of Stockton would be $237,435 annually ($65,106 + $37,846 + $32,893 + $101,590).

5. Utility Server Tax – A utility user tax is levied against all non-public users of gas, electric, water, telephone, and cable television services. Utility User Tax is presently based upon eight percent of the customers monthly bill; however, Utility User Tax will be reduced to six percent by lowering the tax rate by one-quarter percent per year for eight years effective July 1, 2004. Utility User Tax estimates have been based on residential uses, based on the six percent rate. Some additional assumptions have been made relative to the average household usage, including very limited Utility User Tax revenue generated from cellular phone, digital phone and internet services, which can vary significantly from household to household.

<table>
<thead>
<tr>
<th>Utility</th>
<th>Average Monthly Bill per Household</th>
<th>Average Annual Bill per Household</th>
<th>6% Utility User Tax Revenue per Household</th>
<th>Number of Households</th>
<th>Total Annual UUT Revenue</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gas</td>
<td>$30.75</td>
<td>$369.00</td>
<td>$22.14</td>
<td>2,621</td>
<td>$58,029</td>
</tr>
<tr>
<td>Electricity</td>
<td>$72.75</td>
<td>$873.00</td>
<td>$52.38</td>
<td>2,621</td>
<td>$137,288</td>
</tr>
<tr>
<td>Water</td>
<td>$23.00</td>
<td>$276.00</td>
<td>$16.56</td>
<td>2,621</td>
<td>$43,404</td>
</tr>
<tr>
<td>Cable TV</td>
<td>$40.11</td>
<td>$481.32</td>
<td>$28.88</td>
<td>2,621</td>
<td>$75,694</td>
</tr>
<tr>
<td>Telephone</td>
<td>$52.29</td>
<td>$627.48</td>
<td>$37.65</td>
<td>2,621</td>
<td>$98,681</td>
</tr>
<tr>
<td>Total</td>
<td>$218.90</td>
<td>$2,262.80</td>
<td>$157.61</td>
<td>2,621</td>
<td>$413,096</td>
</tr>
</tbody>
</table>

1 - Sources: PG & E Corporation, City of Stockton MUD, FCC, Comcast, Gruen, Gruen + Associates.
2 - Based upon the density provided within the small-lot VTM.

Using an estimated annual Utility User Tax revenue of $157.61 per single-family dwelling, and multiplying by the potential number of households upon buildout, the annexation area would generate $413,096 in Utility User Tax annually. This excludes
CITY SERVICES PLAN

Utility User Tax revenue generated from the anticipated commercial uses (Marina) and the proposed private recreational facilities, which represent a very low percentage of the overall Utility User Tax revenue generated from the project.

6. State Subventions – Taxes levied by the State of California, including gas taxes and motor vehicle in-lieu of tax, result in a source of tax revenue to the City of Stockton. Motor vehicle in-lieu of tax and gas taxes are not a General Fund revenue, but are transferred by the State through complex formulas into the City General Fund to fund upgrades, construction, and maintenance of public roads.

<table>
<thead>
<tr>
<th>TABLE FIVE: Projected Annual Revenue From State Subventions¹</th>
</tr>
</thead>
<tbody>
<tr>
<td>2001-2002 City of Stockton Motor Vehicle In-Lieu of Tax</td>
</tr>
<tr>
<td>2001-2002 Gas Tax Interfund Transfer to General Fund</td>
</tr>
<tr>
<td>2002 City of Stockton Population</td>
</tr>
<tr>
<td>Motor Vehicle In-Lieu of Tax Revenue per Capita</td>
</tr>
<tr>
<td>Gas Tax Transfer per Capita</td>
</tr>
<tr>
<td>Estimated Population Within Project Area Upon Buildout²</td>
</tr>
<tr>
<td>Total Annual Motor Vehicle In-Lieu of Tax Revenue</td>
</tr>
<tr>
<td>Total Annual Gas Tax Transfer Revenue</td>
</tr>
<tr>
<td><strong>Total Annual Revenue From State Subventions</strong></td>
</tr>
</tbody>
</table>

¹ Sources: City of Stockton, Gruen, Gruen + Associates.
² Based upon the maximum density of 2,621 units, as proposed on the small-lot TVM. Conventional housing occupancy was estimated at 3.1 residents/household, Active Adult housing occupancy was estimated at 1.8 residents/household, resulting in a projected 7,151 residents upon buildout.

The revenue per capita was estimated by dividing the 2001-2002 General Fund revenue from the selected tax sources by the estimated population for the City of Stockton in 2002. The projected per capita number projected was calculated by first multiplying the 1,872 traditional units by 3.1 residents per household, or the average household size in Stockton, and multiplying the 749 active adult units by 1.8 residents per household, which is the average density per household within most active adult communities. This calculation resulted in a planned population of 7,151 residents. Using a combined estimated annual per capita contribution of $70.16 for these sources, and multiplying by the projected residential population for the project, the annual revenue from state subventions for the annexation area would be $501,714 upon buildout.

6. Measure K – Local Street Repair – Measure K is a ½-cent sales tax solely dedicated to funding transportation projects in San Joaquin County, passed by voter initiative in November 1990. Measure K sales tax provide funding for an array of transportation projects, including improvements to highways ands local streets, new passenger rail service, railroad crossings, regional and interregional bus routes, park-and-ride lots,
and new bicycle facilities. Local jurisdictions receive an annual funding allocation for local street repairs, operations and safety improvements as part of the Local Street Repair Program. The seven cities within San Joaquin County share with the County 35% of the Measure K sales tax revenue for funding the Local Street Repair Program, as allocated by the San Joaquin Council of Governments (COG). The COG reviews the allocation formula every three years to ensure the allocation is being distributed in the most equitable manner available. The remaining 65% of the sales tax revenues are administered by the COG using a competitive project ranking system. Thus, only the portion of Measure K funds allocated to the City of Stockton for the Local Street Repair Program is considered in this Plan.

For the fiscal year 2003/2004, the City of Stockton's allocation of Measure K funds was $3,505,000, which amounts to approximately $13 per capita. Using this as a projection of the share of Measure K funds the COG would allocate to Stockton in the future, when multiplying by the estimated residential population for the project the estimated annual City of Stockton allocation increase for the annexation area upon buildout would be $92,963.

7. **On-site Infrastructure Improvements** – For developments within the City of Stockton, the project developer is responsible for the installation of all on-site public improvements, such as streets, underground sewer, water and storm drainage systems, and their connection to existing City systems. This would include necessary street and utility improvements of existing streets with frontage along the project site. As development occurs within the proposed annexation area, there may be infrastructure improvements constructed which have city or area-wide benefit. In this case, the developer of these improvements would be entitled to reimbursement as connection to these infrastructure improvements occurs. The cost for the City to manage the reimbursement for these improvements is not considered significant enough for inclusion in this analysis.

### TABLE SIX: Projected Annual City Revenues Generated Upon Development

<table>
<thead>
<tr>
<th>Source</th>
<th>Upon Completion of Westlake-Phase I</th>
<th>Upon projected 100% Buildout of the Entire Annexation Area</th>
</tr>
</thead>
<tbody>
<tr>
<td>Property Tax</td>
<td>$284,526</td>
<td>$594,926</td>
</tr>
<tr>
<td>Property Transfer Tax</td>
<td>(included in Table Seven) 0</td>
<td>$49,661</td>
</tr>
<tr>
<td>Sales Tax</td>
<td>$137,730</td>
<td>$285,130</td>
</tr>
<tr>
<td>Franchise Tax</td>
<td>$114,959</td>
<td>$237,435</td>
</tr>
<tr>
<td>Utility User Tax</td>
<td>$200,007</td>
<td>$413,096</td>
</tr>
<tr>
<td>State Subventions</td>
<td>$239,246</td>
<td>$501,714</td>
</tr>
<tr>
<td>Measure K</td>
<td>$44,330</td>
<td>$92,963</td>
</tr>
<tr>
<td><strong>Total Revenue</strong></td>
<td><strong>$1,020,798</strong></td>
<td><strong>$2,174,925</strong></td>
</tr>
</tbody>
</table>
8. Public Facilities Fees – As new urban development results in the need for City-wide capital improvement projects, funding for these projects is provided in part by the City’s Public Facilities Fees. Projects funded by these fees include City offices, libraries, fire and police stations, community recreational facilities, securing park land, street improvements, surface water resource development improvement, and air quality improvement projects. Other development fees enacted by the City of Stockton provide funding for street trees, wastewater and water connections, water treatment facilities, and signalization of existing intersections. Provisions in the City

### TABLE SEVEN – Projected Capital Facility Fees and Initial Property Transfer Taxes

<table>
<thead>
<tr>
<th>Fee Category</th>
<th>Fee Per Single-Family Unit</th>
<th>Total Fees Collected</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. City Office Space</td>
<td>$171.51</td>
<td>$452,149</td>
</tr>
<tr>
<td>2. Fire Protection</td>
<td>$164.25</td>
<td>$430,499</td>
</tr>
<tr>
<td>3. Libraries</td>
<td>$333.66</td>
<td>$874,523</td>
</tr>
<tr>
<td>4. Police Protection</td>
<td>$361.55</td>
<td>$947,623</td>
</tr>
<tr>
<td>5. Community Centers</td>
<td>$258.25</td>
<td>$676,873</td>
</tr>
<tr>
<td>6. Surface Water</td>
<td>$2,611.00</td>
<td>$6,843,431</td>
</tr>
<tr>
<td>7. Street Improvements</td>
<td>$2,861.41</td>
<td>$7,499,756</td>
</tr>
<tr>
<td>8. Parkland</td>
<td>$1,962.70</td>
<td>$5,144,237</td>
</tr>
<tr>
<td>9. Habitat/Open Space Conservation</td>
<td>$1,103.00</td>
<td>$2,890,963</td>
</tr>
<tr>
<td>10. Air Quality</td>
<td>$133.26</td>
<td>$349,274</td>
</tr>
<tr>
<td>Subtotal Fees 1-10</td>
<td>$9,577.00</td>
<td>$26,109,328</td>
</tr>
<tr>
<td>Administrative Fee (2.5 percent of Fees 1-10)</td>
<td></td>
<td>$652,733</td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td></td>
<td><strong>$26,762,061</strong></td>
</tr>
<tr>
<td>11. Water Connection Fee</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>12. Wastewater Connection Fee</td>
<td>$2,850.00</td>
<td>$7,469,850</td>
</tr>
<tr>
<td>Subtotal Fees 11-12</td>
<td></td>
<td>$7,469,850</td>
</tr>
<tr>
<td>Administrative Fee (3.5 percent of Fees 11-12)</td>
<td></td>
<td>$261,445</td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td></td>
<td><strong>$7,731,295</strong></td>
</tr>
<tr>
<td>13. Traffic Signal Fee</td>
<td>$81.80</td>
<td>$214,398</td>
</tr>
<tr>
<td>14. Property Transfer Tax</td>
<td>(see Section II, Part 2)</td>
<td>$467,443</td>
</tr>
<tr>
<td><strong>GRANDTOTAL</strong></td>
<td></td>
<td><strong>$35,175,197</strong></td>
</tr>
</tbody>
</table>
CITY SERVICES PLAN

1 - Sources: PG & E Corporation, City of Stockton MUD, FCC, Comcast, Gruen, Gruen + Associates.

2 - Based upon the maximum density per village indicated in the Master Development Plan for total units project-wide upon buildout.

Notes:

1. The Capital Facilities Fees are based on rates for the City of Stockton Fee Area 1, which includes most of north Stockton. Because the project area is not within the City Boundary, the site could be subject to a different fee structure.

2. Table C excludes any Capital Facility Fees collected for development of a future Pre-school, improvements to Paradise Point Marina, or other potential public or commercial improvements.

Ordinance have been written so that the schedule of fees can be adjusted annually to reflect current infrastructure and utility costs. Fee payments are required upon recordation of the Final Subdivision Map, or when Building Permits are issued. Thus, there are City Ordinances and Resolutions in place that enable the City to collect the various fees, and to adjust the schedule of public utilities fees to anticipate the amount of fees that need to be collected to fund the applicable capital improvements at the time development would occur.

b. Domestic Water Service

Potable water for the Stockton Metropolitan Area is provided by three water suppliers: 1) the City of Stockton Water Utility (City), 2) the California Water Service Company (Cal Water) and, 3) the County of San Joaquin (County) through County Maintenance Districts. The Stockton East Waste District (SEWD) supplies treated surface water to the City, Cal Water, and the County under a four party wholesale water supply agreement. The City serves more than 33,500 connections within the City of Stockton, Cal Water serves more than 43,000 connections of which approximately 10,950 are outside of the City limits, and the County Maintenance Districts serve approximately 2,400 unmetered connections, primarily in the Lincoln Village and Colonial Heights subdivisions. All City and Cal Water services are metered. In water year 1999-2000, the City supplied 53.6% of the total water used in the metropolitan area, while Cal Water supplied 42.6% and the County’ Maintenance Districts supplied 3.7%.

The City of Stockton Water Utility provides water service to a population of approximately 110,000 in the City of Stockton and 1,000 in unincorporated portions of the Stockton urban area. The Utility operates two major water systems within the City, one serving an area in North Stockton and another serving South Stockton. The City also provides water service in a small service area that includes the Diamond Walnut Plant in South Central Stockton.

Summary of Water Supply Sources

Domestic water would be provided to the annexation area by the City of Stockton’s Water Utility. The sources of domestic water available to the City of Stockton to serve future development include groundwater and surface water. Historically, prior to the execution of
the second amended contract between SEWD, San Joaquin County, Cal Water, and the City, the City received less than 5% of its water from surface water supply sources. Subsequent to that amendment, the City’s surface water allocation has gradually increased such that it now comprises approximately 60-70% of the water provided to customers by the City of Stockton. The other 30-40% is produced by City-owned wells from the groundwater basin. Over the past two years, because of exceptional amounts of precipitation provided in the winter months, surface water has been more abundant and comprised the majority of the water supply distributed by the City. Surface and groundwater are used conjunctively by the urban area water purveyors.

Groundwater

Currently, the City operates 24 groundwater wells in North Stockton, 6 groundwater wells in South Stockton, and 3 in the Diamond Walnut Water System. The 23 wells in the north provide groundwater, which combined with surface water from SEWD, make up the water supply for the North Stockton system. The 6 wells in the South Stockton Water System provide the water for that system exclusively. The City’s Master Water Plan calls for the continued construction of wells until an adequate long-term supply of surface water can be obtained which will sufficiently meet both base and peaking requirements.

Salt water intrusion from connate brines under the Delta into Stockton’s western regions threatens groundwater quality, and small annual increases in salinity have been noted during years with low surface water availability. However, due to additional surface water deliveries in recent wet years, groundwater has risen to pre-drought levels and the salt water intrusion condition has been somewhat relieved.

A study prepared for SEWD indicates that the use of fertilizers and pesticides has also impacted groundwater quality in the Stockton area. The study identified three areas within the Stockton groundwater basin for which there is a significant potential for migration of contaminants within the next 30 years. Two of these three areas are located within the City’s service area: one in North Stockton and one in South Stockton.

Surface Water

Until 1977, groundwater was the sole source of supply for domestic water users in the Stockton area. A supplemental surface water supply was established in 1977 when the SEWD water treatment plant began operation. The SEWD plant currently has an approved treatment capacity of up to 45 million gallons per day (MGD) and the main source of supply to this plant is Calaveras River water. This water, which is stored in New Hogan Reservoir, is diverted from the Calaveras River at Bellota and transported through a 12 mile long, 54-inch diameter pipeline to the Plant. After treatment, water is distributed under a water supply contract between the City, Cal Water, and the County in proportion to the total amount of water use that each agency comprises in the Stockton region.
CITY SERVICES PLAN

The City’s current allocation accounts for approximately 42 percent of the SEWD Treatment Plant output. Cal Water’s allocation accounts for 56 percent, and 2 percent is delivered to County Maintenance Districts through the City of Stockton’s distribution system. SEWD is currently allotted an average of 84,000 acre-feet of Calaveras River water per year from New Hogan Reservoir, however, 44 percent of this amount is an interim supply in accordance with a decision by the State Water Resources Control Board, which recognized the area of origin rights of Calaveras County to this supply.

Stockton East Water District has a contract with the Federal Bureau of Reclamation (USBR) for water from New Melones Reservoir on an interim (but long-term) basis. SEWD has a maximum allotment of 75,000 acre-feet per year, and has reserved approximately 40,000 acre-feet per year of this water for domestic use in the Stockton area. This water is conveyed from the New Melones Reservoir to the SEWD plant via a conveyance system, referred to as the New Melones Conveyance System, completed in January 1994.

In 1999, the City of Stockton, SEWD, Cal Water, and San Joaquin County executed a ten-year renewable agreement with the Oakdale Irrigation District and the South San Joaquin Irrigation District to purchase up to 30,000 acre-feet of water annually. The actual quantity of water transferred would vary based upon the inflow into the New Melones Reservoir. In years where the inflow is at least 500,000 acre-feet, the contract provides that the full amount of 30,000 acre-feet would be made available. In those years where the inflow to New Melones Reservoir is less than 500,000 acre-feet but greater than 450,000 acre-feet, the contract provides that the amount of water made available would be 12,500 acre-feet. When annual inflow is less than 450,000 acre-feet, the contract provides that the amount of water to be made available would be reduced to 8,000 acre-feet. The water transferred under this agreement would be diverted from the Stanislaus River and conveyed to SEWD through the New Melones Conveyance System.

The City of Stockton is also exploring other alternatives to meet anticipated water supply requirements. These alternatives include an Application with the State Water Resources Control Board to perfect the City’s rights to water in the Delta, groundwater storage in the Farmington area, the extension of the Folsom South Canal to San Joaquin County, and participation in a joint conjunctive use project involving North San Joaquin County water agencies, the County, and other interested parties. None of these alternatives, however, have yet been implemented.

The City of Stockton will also continue to support the efforts of San Joaquin County, Stockton East Water District, and other interested parties in pursuing additional surface water supplies for the City Water Utility, the City of Stockton, and those affected by the overdraft of the groundwater basin in Eastern San Joaquin County. These efforts include, but are not limited to, supporting SEWD’s efforts to obtain water rights for wet year water from Little John Creek and the Calaveras and Stanislaus Rivers, and supporting San Joaquin County’s efforts to obtain water rights on the Mokelumne and American Rivers.
CITY SERVICES PLAN

New state laws require municipalities to demonstrate the ability to provide a 20-year water supply for residential developments over 500 units. In response, the City of Stockton has recently completed a regional plan to quantify its 20-year water supply. This Water Supply Assessment, performed by Montgomery Watson Harza, concluded that the City currently had a certifiable supply to include an additional 4,000 acres of new development. The City will supply water on a first-come, first serve basis, regardless of geo-political boundaries. It is expected that all developments will be required to prepare a supplement to this assessment. The City and applicant have entered into an Annexation Memorandum of Understanding (MOU) to provide water for the proposed project based on applicable fees.

The City of Stockton has instituted a surface water supply connection fee to finance the new development portion of the New Melones Conveyance System Project. In anticipation of the New Melones water, SEWD is also planning to increase the overall capacity of their water treatment plant to 60 MGD in five years. The Surface Water Fee is $2,426.00 per single-family unit, payable upon issuance of a Building Permit. Based on the projected total of 2,621 residences within the annexation area upon buildout, the total Surface Water Fees collected would amount to $6,843,431 (see Table Seven, page 8).

Water Distribution System

Construction of the conveyance facilities for New Melones Reservoir water to the treatment plant and expansion of the water treatment plant have helped meet the water needs of the planning area. Since 1988, a portion of the infrastructure to serve the project site has been constructed. This infrastructure includes the Northwest Reservoir (two 3.4 million gallon storage tanks and associated transmission facilities within the Spanos Park West Project), and the segment of the North Stockton 30-inch line. A 24-inch line, which exists along Consumnes Drive in Spanos Park West would be extended into the annexation area. A 12-inch water line located in Eight Mile Road and a 12-inch line in Trinity Way could also be extended into the annexation area. Numerous smaller pipes to distribute water at the appropriate pressures to all points within the system are also necessary to serve future development in the area. If it is determined that additional capacity for the Northwest Reservoir is necessary for serving this project, construction of these facilities will be the responsibility of the project developer, and financing of these off-site improvements will be based on “fair share” cost and benefit.

c. Waste Water

Presently the annexation area is mostly used for agricultural production. The Paradise Point Marina is located in the southwestern portion of the area, and is currently serviced by septic systems. Sewage from future development in the area would be treated at the City of Stockton’s Regional Wastewater Control Facility (RWCF) located on Navy Drive in southwest Stockton. The RWCF provides secondary and tertiary treatment of wastewater, and following treatment, effluent is discharged into the San Joaquin River in accordance with the terms of a National Pollution Discharge Elimination System Permit issued by the Central Valley Regional Water Quality Control Board.
CITY SERVICES PLAN

Stockton’s adopted Wastewater Treatment Master Plan points out that certain unit processes at the RWCF are approaching their functional capacity. Engineering-Science also points out in their 1992 Secondary Treatment Facilities Expansion Study that the actual wastewater treatment capacity is estimated to be 38 million gallons per day (MGD) of average dry weather flow. The present amount of average dry weather flow being treated at the RWCF is approximately 30 MGD during the non-canning season and 38 MGD during the canning season. The City has initiated the construction of a six-staged plant expansion program at the RWCF to increase the overall treatment plant capacity. Under the expansion program, the RWCF would be capable of treating 56 MGD by December 2003. The Stockton City Council approved a general plan build out wastewater treatment capacity of 55 MGD in July 1997.

Existing Collection System

Upon annexation, the Stockton Sewage Collection and Treatment System would service the area, by extending lines from Spanos Park West. Currently, a 30-inch gravity force main is located at the western end of Spanos Park West in Cosumnes Drive. A 24-inch line also exists in Trinity Way and a sewer stub is located in Eight Mile Road. These lines are within Collection System No. 10. The collection lines within Collection System No. 10 downstream of the annexation area are currently below system capacity. There is a sewer lift station, referred to as the 14-Mile Sanitary Pump Station that is approaching its capacity of approximately 7 MGD.

There is currently capacity in System #10 to serve the annexation area because other planned developments in the service area have not yet been built. Ultimately, improvements to a pump station and potentially a new force main will be required to serve regional development. The timing of these improvements and whether to proceed with interim upsizing or full build out is currently under review by a consultant hired by the City, West Yost & Associates. Financing of these off-site improvements will be based on “fair share” cost and benefit.

Prior to approval of improvement plans, the master developer shall provide an analysis that verifies adequate capacity of the 14-Mile Pump Station to accommodate future development within the annexation area. In the event that adequate capacity does not exist, the developer shall proceed with the necessary upgrades, and establish an appropriate financial mechanism for recovering reimbursement for his overriding of those upgrades.

d. Storm Drainage

The annexation area is presently within Reclamation District No. 2042, which operates a series of drainage ditches and pump stations on Bishop Tract. Existing District drainage ditches are located along a portion of the annexation area fronting on Eight Mile Road, defining the south and east boundary between the Spanos Parcel and the annexation area/Westlake Project.

WESTLAKE at Spanos Park West
SPANOS FAMILY PARTNERSHIP – ANNEXATION FILE NO. A-03-XX

DRAFT 09/02/04
Infrastructure improvements proposed as part of the Westlake Project would include construction and dedication to the City of Stockton a municipal storm drainage system consisting of a network of pipelines, and a new pump station to serve the Westlake Project and the Spanos Parcel. The new outfall would be located in Pixley Slough and would serve the on-site lake system maintained by the HOA.

City Ordinances regulating grading, erosion control, and discharge control provide the City of Stockton with local oversight of storm water planning. This includes local management of the Federal and state programs for implementation of the National Pollution Discharge Elimination System (NPDES), including the general permit system and control of storm water quality impacts.

The City has adopted a Stormwater Ordinance and developed a rate structure for the City’s Storm Water Pollution Program and Stormwater Ordinance. Costs associated with storm drainage collection, treatment and discharge would be solely the responsibility of the project developer for any portion of the annexation area.

e. Solid Waste Disposal

The City of Stockton provides collection of municipal refuse as mandated by City Ordinance. Solid waste collection services in Stockton are provided via franchise agreements with two residential providers and three commercial/industrial providers. Materials are collected by City employees and transported to the Forward landfill site located on Austin Road. Household garden refuse (green waste) generated by Stockton residents is collected by the City’s Public Works Department as a separate service. The Forward Landfill site has a remaining life of approximately 20 years; there is not a shortage of landfill capacity under current conditions.

f. Law Enforcement Services

The City of Stockton would ensure that law enforcement services are expanded to serve the annexation area. Police services would include increasing established police beats to serve the 7,151 residents that are anticipated to reside within the annexation area upon buildout. (For resident projections, see Note 2, Table Five). New police beats would be created and additional officers would be hired to serve the annexation area as development is approved.

Capital costs of Police Department services expansion is accounted for by the City’s Public Facilities Fees Program; however, police protection services are presently operating at a deficit. The City of Stockton has established a fee of $361.55 per single-family residential housing unit for police facilities, payable upon issuance of a building permit. Based on the 2,621 housing units proposed in the annexation area, the total fees generated by development within the area for funding a future police station expansion would total $947,623.
g. Fire Protection

The Stockton Fire Department (SFD) would provide fire protection services, upon annexation within the annexation area. SFD is responsible for fire protection services, water rescues, technical rescues (e.g., building collapse rescues), fire hydrant maintenance, training, fire dispatch, weed abatement, and response to hazardous materials spills within the City.

Development projects proposed in the annexation area will be evaluated for meeting SFD standards during the improvement plan design and review process. This would include fire sprinkler requirements, water system design, fire flow requirements, fire hydrant placement, and response times, discussed further below.

Capital costs for SFD expansion are accounted for by the City’s Public Facilities Fees Program. SRD has a five-year Master Plan that serves as a basis for determining current and long-term levels of service provisions. The Master Plan addresses staffing and equipment needs as well as standards for response times. The nearest SFD station is located at 3019 McNabb Place (Station #14). Response time from this station to the annexation area would be expected to exceed the recommended response times included in the Master Plan. To address this, the project proponent has set aside a 2-acre site in the northeast portion as a future location for a Fire Station to serve northwest Stockton. This site could also accommodate a police sub-station, if desired by the City.

h. Parks and Recreational Facilities

The City of Stockton will ensure that neighborhood and community parks are provided to serve the City’s existing residents as well as the residents of new development within the annexation area. San Joaquin County oversees regional park planning and maintenance. The Master Development Plan for the Westlake Project indicates that 12.7 acres would be set aside for a Community Park, and 12 acres within the project would be dedicated as Neighborhood Parks. In addition, two Community Centers, 4.0-acre and 3.6-acre in size are proposed, along with several bicycle and pedestrian trails throughout the project. A number of the neighborhood parks within Westlake may be privately maintained, providing an additional benefit to the City in terms of maintenance costs.

Future development would conform with the minimum standards within the Master Development Plan, and parkland standard of the City of Stockton’s Park and Recreation Element of the General Plan. If it is determined by City Staff that the Westlake Project would not provide adequate community parkland space and the proposed size and acreage of the neighborhood parks does not meet minimum City size requirements, the developer would
be required to pay in-lieu fees equivalent to the park acreage requirements (per City standards) that remain unfulfilled. These fees would be paid prior to issuance of building permits.

i. Libraries

The public library system is operated by the City of Stockton with joint funding by San Joaquin County. Existing public libraries in proximity of the annexation site include the Troke Branch at 502 Benjamin Holt Drive, located approximately eight miles away. No public Facility Fee for libraries will be collected as part of this project.

j. Schools

The annexation area is located within the Lodi Unified School District (LUSD). The LUSD is responsible for providing public education to area residents for the elementary, middle, and high school levels. In light of the current vacant condition associated with the site and vicinity, there are no students being generated from the annexation area and no educational facilities.

Discussions regarding the provision of an elementary school site, its location and size requirements have been initiated between the Developers of the Westlake Project and the LUSD. The plan includes an 11-acre site in the southeast portion of the project area for a future school site. It is expected that the students generated from the Westlake project would be served by the proposed Westlake elementary school, the new elementary school in Spanos Park West, Delta Sierra Middle School, and Bear Creek High School.

k. Power and Communications Sources

Natural gas and electric services will provide necessary energy sources to the annexation area. SBC will provide land line telephone service, and Comcast will provide cable television services to the site. There are existing systems in place providing these services to the residents and businesses within Spanos Park West directly to the east, and to other properties in the vicinity of the annexation area. These providers do not anticipate that extending services to serve the annexation site will be an issue. Prior to the installation of facilities, cost-sharing agreements between the develop(s) and the various power and communication service providers will need to be executed.

III. Maintenance of Public Facilities

It is anticipated that the roadway system would consist of a combination of publicly and privately maintained roads. Roadways within the annexation area would be maintained by either an established Homeowners Association (HOA), a Landscaping and Lighting District (LLD), or by the City of Stockton. Eight Mile Road would be jointly maintained by the City.
CITY SERVICES PLAN

of Stockton and San Joaquin County. Existing roads, particularly Eight Mile Road, would be impacted by the added traffic resulting from future development of the area, increasing the demand for road maintenance. However, the increase of services should be funded by Fuel Tax funds generated by the future residents.

Prior to securing building permits, the developer of any proposed project would be required to pay Public Facilities Street Improvement Fees and Traffic Signal Fees. These fees amount to $2,087 and $877 per single-family residence respectively, and are used to fund intersection and roadway improvements in the City’s Capital Improvement Plan. Refer to Table Three for a complete breakdown of the various Capital Facility Fees generated by the anticipated development of the annexation area.

Mitigations cited in the Westlake EIR also address other off-site road improvements, off-site infrastructure improvements, and additional fees deemed necessary to address project impacts on City facilities. Construction costs for some infrastructure improvements may be subject to reimbursement through the Public Facility Fees program or future area of benefit.

REFERENCES

City of Stockton Comprehensive General Plan, January 22, 1990.

City of Stockton Westlake Project Master Development Plan, July 2003.


City of Stockton Wastewater Treatment Master Plan, 1992.


Sources of information obtained from communications with individuals representing corporations or government agencies are referenced herein.
ORDINANCE NO. ________

AN ORDINANCE APPROVING THE DEVELOPMENT AGREEMENT FOR THE WESTLAKE VILLAGES PROJECT BOUNDED BY EIGHT MILE ROAD ON THE NORTH, BISHOP CUT ON THE WEST, PIXLEY SLOUGH AND DISAPPOINTMENT SLOUGH ON THE SOUTH, AND LOW/MEDIUM-DENSITY RESIDENTIAL ON THE EAST (SPANOS FAMILY PARTNERSHIP, DA1-04)

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF STOCKTON, AS FOLLOWS:

SECTION 1. Findings.

Pursuant to Stockton Municipal Code section 16-525.080, the City Council of the City of Stockton hereby finds:

A. The proposed Development Agreement contains the mandatory elements as required by Section 16-525.060(B) of the Stockton Municipal Code (SMC).

B. The proposed Development Agreement is consistent with and necessary for the consideration and approval of the related discretionary General Plan Amendment, prezoning, Specific Plan, Master Development Plan, annexation, and Sphere of Influence (SOI) Amendment applications (GPA3-04, Z-4-04, SPA3-04, MDP1-04, A-04-3, SOI3-04).

C. On balance, the proposal conforms to the existing City of Stockton General Plan Policies and zoning regulations for the location and suitability of the proposed land uses, subject to approval of GPA3-04, Z-4-04, SPA3-04, MDP1-04, A-04-3, and SOI3-04.

D. The land uses allowed under the proposed Mixed Use General Plan designation, prezoning, Development Agreement, Specific Plan, Master Development Plan, annexation, and Sphere of Influence Amendment will be compatible with existing and proposed land uses in the immediate vicinity of the overall project site, subject to the approval and implementation of the mitigation measures identified in EIR1-04 and mitigation monitoring/reporting provisions of the “Findings, Overriding Considerations, Mitigation Monitoring and Reporting Program for the Westlake Villages Project,” dated August 2004.

City Atty:  
Review:  
Date:  September 2004  
1
E. The proposed General Plan Amendment, prezoning, Specific Plan, Development Agreement, Master Development Plan, annexation, and Sphere of Influence (SOI) Amendment, would not endanger, jeopardize or otherwise constitute a hazard to the public convenience, health, interest, safety or general welfare of persons residing or working in the City.

F. The uses permitted in the proposed General Plan amendment, prezoning, Specific Plan, Development Agreement, Master Development Plan, annexation, and Sphere of Influence (SOI) Amendment are similar to and/or compatible with the existing uses to the north, south, east and west of the site.

G. The environmental consequences of this proposed General Plan Amendment, prezoning, Specific Plan, Development Agreement, Master Development Plan, and annexation have been examined in EIR1-04, which was considered and certified prior to approval of this General Plan amendment, prezoning, Specific Plan, Development Agreement, Master Development Plan, annexation, and Sphere of Influence (SOI) Amendment. In addition, all applicable mitigation measures identified in EIR1-04, and the related “Findings, Overriding Considerations, Mitigation Monitoring and Reporting Program for the Westlake Villages Project,” have been adopted in conjunction with this General Plan Amendment, prezoning, Specific Plan, Development Agreement, Master Development Plan, annexation, and Sphere of Influence (SOI) Amendment approval. EIR1-04 and related environmental documents have been prepared in compliance with the provisions of the California Environmental Quality Act (CEQA) and the City of Stockton Guidelines for the Implementation of CEQA.

H. The anticipated benefits of these proposals outweigh the unavoidable or unresolved adverse environmental effects for the project as supported by the “Findings, Overriding Considerations, Mitigation Monitoring and Reporting Program for the Westlake Villages Project,” dated August 2004.

I. Pursuant to Sections 15091 and 15093 of the State CEQA Guidelines, these approvals are subject to the adopted findings and mitigation monitoring and reporting program, respectively, as specified in the “Findings, Overriding Considerations, Mitigation Monitoring and Reporting Program for the Westlake Villages Project,” dated August 2004.

J. The provisions of the Development Agreement are consistent with the General and specific plans for this area.

K. The proposed development complies with the requirements of the California Environmental Quality Act (CEQA) and the City of Stockton Guidelines for the Implementation of CEQA.

L. This Agreement is appropriate for the development of West Lake and the modernization of the Paradise Point Marina.
M. This Agreement is appropriate to ensure the proper future planning, permitting and development of The Spanos Property.

N. This Agreement will eliminate uncertainty in City's land use planning and secure orderly development of The Project and Paradise Point Marina.

O. City's existing waste water conveyance system is adjacent to, has adequate capacity for, and will service West Lake and Paradise Point Marina.

P. City's Regional Waste Water Treatment Facility has adequate capacity to process and will process all wastewater generated by West Lake and Paradise Point Marina.

Q. City has adequate potable water and potable water reserves to service West Lake and paradise Point Marina for twenty (20) years.

R. Owner is responsible for and will construct all on-site and off-site improvements, structures, roads, sewer and water facilities required to service West Lake and Paradise Point Marina.

S. This Agreement will achieve the goals and purposes for which the Development Code (Chapter 16 of the Stockton Municipal Code) was enacted by City.

SECTION 2. Development Agreement.

Pursuant to Stockton Municipal Code Section 16-525.070, the City Council of the City of Stockton has conducted a public hearing on September 14, 2004, and hereby approves the Westlake Villages Development Agreement (DA1-04) based on the above findings and subject to the following condition:

A. DA1-04 shall be subject to all applicable mitigation measures identified in EIR1-04.
SECTION 3. Effective Date.

This ordinance shall take effect and be in full force thirty (30) days after its passage.

ADOPTED: ____________________

EFFECTIVE: ____________________

GARY A. PODESTO
Mayor of the City of Stockton

ATTEST:

KATHERINE GONG MEISSNER
City Clerk of the City of Stockton