MINUTES  
CITY COUNCIL/REDEVELOPMENT AGENCY CONCURRENT  
CITY HALL  
CITY COUNCIL CHAMBERS  
STOCKTON, CALIFORNIA  
SEPTEMBER 9, 2008

C-1. CC/RD  CALL TO ORDER / ROLL CALL - 4:15 PM

Roll Call  
Present:  
Councilmember Bestolarides  
Councilmember Eggman  
Councilmember Lee  
Councilmember Nabors  
Vice Mayor Martin  
Mayor Chavez  

Absent:  
Councilmember Chapman.  

NOTE: Councilmember Chapman was noted present at 5:30 PM.

C-2. CC/RD  ANNOUNCEMENT OF CLOSED SESSION

C-2.1) CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION  
Number of Cases:  Four

Name of Case:  Redrose Singh, et al., v. City of Stockton, et al.  
(San Joaquin County Superior Court Case No. CV033890)

Name of Case:  City of Stockton v. Marina Towers LLC, et al.  
(San Joaquin County Superior Court Case No. CV022054)

(San Joaquin County Superior Court Case No. CV035015)

Name of Case:  Nagarajan Lakshmanan v. City of Stockton, et al.  
(San Joaquin County Superior Court Case No. CV031442)

This Closed Session is authorized pursuant to Section 54956.9(a) of the Government Code.  

C-3. CC/RD  PUBLIC COMMENT

None

C-4. CC/RD  ADJOURN TO CLOSED SESSION

The Council recessed to Closed Session at 4:16 p.m. The Council returned from Closed
Session and recessed at 5:00 p.m.

1. **CC/RD _ CALL TO ORDER/ROLL CALL 5:30 PM**

   Roll Call 5:30 PM
   Present:
   Councilmember Bestolarides
   Councilmember Chapman
   Councilmember Eggman
   Councilmember Lee
   Councilmember Nabors
   Vice Mayor Martin
   Mayor Chavez

2. **CC/RD _ REPORT OF ACTION TAKEN IN CLOSED SESSION 5:30 PM**

   City Attorney Ren Nosky

   Mr. Nosky announced that the Council took no reportable action in Closed Session.

3. **INVOCATION/PLEDGE TO FLAG 5:30 PM**

   Councilmember Lee provided the Invocation. The Pledge of Allegiance was led by Mayor Chavez.

4. **PROCLAMATIONS/COMMENDATIONS/CITY ANNOUNCEMENTS OR INVITATIONS 5:31 PM**

   4.01) Proclamation - Hunger Action Month - September
   Recipient: Tim Viall, Executive Director, Emergency Food Bank of Stockton/San Joaquin 5:31 PM

   Kristen Gibson, representing the Emergency Food Bank of Stockton/San Joaquin, received the Proclamation on behalf of Mr. Viall.

5. **CITIZENS' COMMENTS, ANNOUNCEMENTS OR INVITATIONS* 5:33 PM**

   The Mayor announced that comments would be taken concurrently for the City Council, Redevelopment Agency, and Public Financing Authority.

   1. June Williams

   Ms. Williams continued her complaints of terrorism by police officers and claimed that she is being systematically mutilated.

   The Mayor asked the City Manager to have Dennis Buettner from the County follow up with Ms. Williams.
2. Trent Burkett (PD to follow up)

Mr. Burkett, a Professor at the University of the Pacific, relayed that on August 29 there was a party down the street from his residence in Tuxedo Park. He was assaulted by drunk adolescents who were unloading beer bottles onto his front yard. He said that police came to the party, which consisted mainly of underage drinkers, and let everyone go. The police did not go to his residence to verify his complaints of assault. He said that he did obtain the license number of the vehicle driven by the teens who assaulted him.

3. Lynne Robustelli (PD to follow up)

Ms. Robustelli who is Mr. Burkett's neighbor in Councilmember Lee's District 4, stated that the neighborhood is very unhappy about what occurred on August 29. She decried the lack of public safety services, stating that the 40 young people from Lincoln High School were allowed to leave the party visibly intoxicated. She said that Mr. Burkett was bleeding and stunned from the assault and she called the police, who came but let the young man who assaulted Mr. Burkett leave the scene. She said that she was told by the Police District Commander that their main policy is to disperse a crowd and keep the peace. She said there was no follow up with Mr. Burkett by the Police Department and no evidence was assessed. Ms. Robustelli said that trustees of the Lincoln Unified School District and the principal were very compassionate, but Ms. Robustelli also questioned why a student from North Tuxedo is attending Lincoln High School.

The Mayor asked the Police Chief to meet with Mr. Burkett and Ms. Robustelli.

4. James Young

Mr. Young, with the assistance of City Clerk Katherine Gong Meissner, relayed that he would like to do volunteer work and Dino Leonardini of the Parks and Recreation Department will contact him. Mr. Young also complained about cracks in the sidewalk near his apartment on Pershing Avenue and Swain Road.

5. Ron Hofhenke (CM to follow up)

Mr. Hofhenke said that his company is responding to an RFP (Request for Proposal), PUR 06-105, for Electronic Document and Records Management System, a $2 million to $4.5 million application. He said that a vendor has been selected but has not been officially awarded the contract. He said he needs the appropriate information to determine the rules governing fair competition. He said that he has grounds for a protest against the bid process and would like this issue placed as a formal agenda item for discussion.

The Mayor requested that the City Manager work with the appropriate departments in terms of a response to this issue.

6. CC/RD CONSENT AGENDA
NOTE: The Consent Agendas for the Public Financing Authority and Council/Redevelopment Agency were considered concurrently.

6.01) CC  **Resolution 08-0362** adopting findings, declaring an exception to the competitive bidding process, and authorizing a Request for Proposals to provide subscription services for the Stockton-San Joaquin County Public Library for a five year period. (LIB)

6.02) CC  **Resolution 08-0363** approving findings, declaring an exception to the competitive bidding process, and authorizing a Request for Proposals to provide an Online Periodical Index for the Stockton-San Joaquin County Public Library for a five year period. (LIB)

6.03) CC  The following resolutions authorizing the approval of Arch & Mariposa Roads Water Transmission Mains Reimbursement Agreement:

a) **Resolution 08-0364** certifying the Final Initial Study/Mitigated Negative Declaration and adopting the Findings and Mitigation Monitoring/Report Program for the Arch and Mariposa Roads Water Transmission Main;

b) **Resolution 08-0365** executing a reimbursement agreement in the estimated amount of $4,133,606 for the design, construction, construction management, and administrative services requiring further City Council approval for reimbursement funding the Arch & Mariposa Roads Water Transmission Mains with the ARCH ROAD LIMITED PARTNERSHIP and OPUS WEST CONSTRUCTION CORPORATION; and,

c) **Resolution 08-0366** authorizing the reimbursement of design services for the Arch & Mariposa Roads Water Transmission Mains with the Arch Road Limited Partnership and Opus West Construction Corporation in the amount of $160,868. (MUD)

6.04) CC  The following resolutions authorizing the approval of NEWCASTLE ROAD & AIRPORT WAY WATER TRANSMISSION MAIN REIMBURSEMENT AGREEMENT:

a) **Resolution 08-0367** executing a reimbursement agreement in the estimated amount of $7,030,800 for design, construction, construction management, and project management services requiring further Council approval for reimbursement funding for the Newcastle Road & Airport Way Water Transmission Main with H. D. ARNAIZ CORPORATION, INC.;

b) **Resolution 08-0368** authorizing the reimbursement of design and environmental services for the Newcastle Road & Airport Way Water Transmission Main to the H. D. ARNAIZ CORPORATION, INC. in the amount of $634,500. (MUD)

6.05) CC  **Resolution 08-0369** authorizing the approval of an agreement between the City of Stockton and SAN JOAQUIN COUNTY concerning the City of Stockton
6.06) CC  Resolution 08-0370 dedicating a landscape and lighting easement along the JOAN DARRAH PROMENADE ON THE STOCKTON WATERFRONT. (RED)

6.07) RD  Resolution R08-032 approving a contract amendment with A. PLESCIA & COMPANY in the amount of $30,000 for advisory services and technical assistance related to various redevelopment implementation and revitalization activities, for a total contract amount of $50,000. (RED)

6.08) CC/RD  Approve the minutes of the Concurrent City Council/Redevelopment Agency meetings of August 12 and August 19, 2008 and revised minutes of May 20, 2008. (CLERK)

Motion: Approve the City Council/Redevelopment Agency Consent Agenda concurrently with the Public Financing Authority Consent Agenda. Moved by Councilmember Chapman, seconded by Councilmember Lee.

Vote: Motion carried 7-0

Yes: Councilmember Bestolarides, Councilmember Chapman, Councilmember Eggman, Councilmember Lee, Councilmember Nabors, Vice Mayor Martin, and Mayor Chavez.

7.  UNFINISHED BUSINESS 5:55 PM

7.01) CC  Continued from the August 26, 2008 Council Meeting - Approve a Memorandum of Agreement with the ATTORNEY GENERAL OF CALIFORNIA and the SIERRA CLUB regarding the General Plan Litigation and adopt findings to support determinations that the Council’s action in approving the Agreement is exempt from the California Environmental Quality Act. (CM/ATTY) 5:55 PM

Note: A memorandum to the Council, dated September 9, 2008 from City Clerk Katherine Gong Meissner providing 36 pieces of correspondence received in the Clerk’s Office regarding Item 7.01, was distributed around the bench (filed).

City Manager J. Gordon Palmer, Jr.

Mr. Palmer gave the staff report aided by a PowerPoint presentation (filed). He said that the settlement agreement, which the Morada Area Association declined to join, calls for City staff to present to the Council for consideration a Climate Action Plan within the next twenty-four months. It does not adopt any standards, rules, or ordinances; rather, it sets a framework to address the policies already included in the General Plan. Mr. Palmer provided a brief summary that calls for preparing a Climate Action Plan over the next twenty
four months, establishing an Advisory Committee, anticipating a Green Building Program, a Transit Gap Study, policies to support Downtown development, and ways to ensure that edge development and Downtown growth happen together. A concern to be dealt with is projects already on the way that will get to the Council between now and twenty-four months from now when a new action plan may be adopted, e.g., early climate protection actions. Another component is to monitor and report to Council on the implementation of the Climate Action Plan. If additional actions might be needed, they would be reviewed and brought back to Council for consideration. At the last meeting, there were many requests for the Council to continue this item. There were a number of concerns relayed related to LEED (Leadership in Energy and Environmental Design) building requirements, actions required for projects already underway, job growth, and the Sierra Club’s commitments. Related to LEED standards, Mr. Palmer said that in working with the Attorney General’s Office and the Sierra Club to address the concerns regarding the requirements for LEED building, the City has tried to build in increased flexibility, and comparable methods are being evaluated. The settlement explicitly allows for an implementation schedule to phase in requirements over time. All these issues would be addressed by a green building ordinance, which the General Plan requires over the next year, and which would provide the opportunity for ways to respond to commercial industry’s concerns. Mr. Palmer said that related to the early Climate Action Plan, Section 9, of the Early Climate Protection Actions, has been modified and now outlines the process for projects that may come before Council before the Climate Action Plan is adopted. Mr. Palmer said that by the adjustments made to Section 4 of the Climate Action Plan related actions with respect to a green building program, flexibility and phasing can be provided to deal with job issues. He announced that in the last twenty-four hours it was learned that the Sierra Club has agreed to dismiss their lawsuit within ten days of the effective date of the agreement.

In summary, Mr. Palmer stated that the recommendation is that the Council approve the Memorandum of Agreement with the Attorney General and the Sierra Club and adopt the findings supporting that. He said that the items included in this agreement are consistent with the Council’s policies in the General Plan and are not attempting to create new policies or amend the General Plan at this time, but rather trying to lay a framework for how issues can be addressed with the Council and the community; and also dealing with projects moving forward in the interim, between now and two years from now when a Climate Action Plan is available, and responding to concerns about Greenhouse Gas Emissions and Global Warming Issues.

**Councilmember Eggman**

Councilmember Eggman said that the six specific areas of the MOU (Memorandum of Understanding), 1) Climate Action Plan, 2) Green Building Policies, 3) Transit Study, 4) In-fill Policy, 5) In-fill and Development Balance,
6) Early Action Plan, are all entirely consistent with the General Plan voted on by Council. There will be time for public comment when the Council acts. She said she hopes that all who desire input have thoroughly read the General Plan and the Agreement. This is a set of objectives needed to develop plans and nothing is inconsistent with the General Plan. The Council outlined at its Goal Setting Session that the City wanted to develop itself as a green community.

**Councilmember Lee**

Councilmember Lee asked if the Attorney General’s Office commented on the EIR (Environmental Impact Report) when it was part of the General Plan.

Mr. Palmer said they did not.

Councilmember Lee voiced his hope that those who address this issue review the document and not just project gloom.

**Vice Mayor Martin**

The Vice Mayor said that timelines are important as there are some specific deadlines listed in the document. She asked how deadlines would affect potential lawsuits from people proposing this agreement. She asked how strictly the deadlines would be adhered to.

**City Manager J. Gordon Palmer, Jr.**

Mr. Palmer said he believed that if the City is making substantial progress the other parties would be satisfied as long as the City is moving forward and not postponing items in the document for two or three years. He said that if the City is working on the issues, "our partners" would recognize that.

The Vice Mayor said she would like to hear from "our partners" on this issue.

**Mayor Chavez**

The Mayor referred to the similarities between the document and the General Plan.

**Fran Aguilera**
Mr. Aguilera, President of the San Joaquin County Chamber of Commerce, voiced the Board's opposition to the proposed settlement agreement. He said that many of the provisions of the agreement supersede the rights of citizens to decide how to balance economic growth and the environment.

**Councilmember Eggman**

Councilmember Eggman asked how the agreement supersedes five years of work on the General Plan, as there is nothing in the document that undermines the General Plan. Mr. Aguilera responded.

**City Attorney Ren Nosky**

Mr. Nosky said that this agreement preserves, in full, the City's police power in land use decisions. The Council is not forfeiting any of its land use authority.

**Dennis Goldstrand**

Mr. Goldstrand, President of the Greater Stockton Chamber of Commerce, read a statement dated September 9, 2008 (filed). He said that the Chamber's Government Relations Council (GRC) on behalf of the Chamber, by unanimous vote, has taken a position in opposition to the proposed settlement agreement at this time.

**Councilmember Lee**

Councilmember Lee asked when the Chamber recommends accepting the agreement, to which Mr. Goldstrand responded that changes were made in the document that must be reviewed.

**Mayor Chavez**

Mayor Chavez said that changes made in the agreement were basically "wordsmithing."
City Attorney Ren Nosky

Mr. Nosky said that comments received were considered and the Chamber GRC was given a copy of the changes as requested well in advance.

The Mayor said that the changes were related to LEED Silver Certification or equivalent, and to the Sierra Club’s agreement related to dismissal within ten days of acceptance.

Mr. Nosky said that the changes in the dismissal provisions were completed as late as today, and these could be included tonight in the final version.

Councilmember Eggman

Councilmember Eggman said that the Chamber’s Green Teen San Joaquin has been very active in working for a green community, and asked if there is a disconnect between Mr. Goldstrand’s position and the position of Green Teen San Joaquin.

Dennis Goldstrand

Mr. Goldstrand said that the Chamber supports the efforts of Green Teen San Joaquin but he does not feel the Chamber has had sufficient time to review the agreement. He said because the agreement applies only to the City, it will affect the business community and development.

Steve Lopez

Mr. Lopez, representing Operating Engineers Local 3, voiced opposition to adoption of the settlement, citing an unknown impact on economic issues. He asked that the decision be deferred.

Mayor Chavez

Mayor Chavez asked Mr. Lopez if he understood that the Morada Area Association was asked to be part of the global settlement and that their issue is different from what is being discussed.
Councilmember Eggman

Councilmember Eggman asked Mr. Lopez what specifically he was referring to when he referred to economic development.

In response to Councilmember Eggman, Mr. Lopez replied he had not had time to read the entire document. He said that, among other things, remodeling of homes will be affected.

David Nelson

Mr. Nelson, Senior Vice President of Land Development for AG Spanos Companies, voiced concern that the agreement is an imperfect document. It would put the City in an economic disadvantage, as other cities in the County have not had the same requirements imposed on them. He voiced other concerns related to the settlement agreement and asked that this be postponed for thirty days and that the Attorney General be asked to address the issues raised.

Councilmember Eggman

Councilmember Eggman echoed what the City Manager had stated, that there were no real changes to the document, just some clarifying language. She commented, "We know the stakes are high if the Spanos Family has hired a new attorney."

Councilmember Bestolarides

Councilmember Bestolarides cautioned that opposition speakers should be prepared to back their arguments by having reviewed the agreement.

James Arnone

Mr. Arnone, with Latham & Watkins, LLP, representing the AG Spanos Construction Company, stated for the record that he had submitted three letters, one dated September 9, 2008, from Latham & Watkins, LLP (filed); a letter from Bill Mayer of LSA Associates dated September 5, 2008 (filed); and a memo from Philip King, PhD and Sharmila King, PhD dated September 9, 2008 (filed). Mr. Arnone spoke of unintended consequences of the agreement. He said that there are four major General Plan amendments in
the agreement; e.g. a new transit program, five major ordinances, etc., which all must occur within twelve months. He cited sections of the agreement that are mandatory and made comparisons of this agreement and San Bernardino County’s settlement agreement. Mr. Amona said that the City’s settlement agreement in paragraph 8 calls for "perpetual monitoring and perpetual obligation," and gives no deadline.

Councilmember Chapman

Referring to Mr. Nelson’s earlier comments that the settlement agreement could potentially cost the City millions to manage and administer, Councilmember Chapman asked if the financial impact of the settlement agreement is known.

City Manager J. Gordon Palmer, Jr.

Mr. Palmer said that there is no dollar amount at present; it would depend on what it would cost to monitor and maintain these programs.

Councilmember Bestolarides

Councilmember Bestolarides asked if the City Manager thinks it would be important, given the current financial conditions, to understand what the implementation of this program would entail.

City Manager J. Gordon Palmer, Jr.

Mr. Palmer said that it is thought that costs that would otherwise be expended in litigation would be saved, and the expenditures to implement some of the provisions is part of what the City should be doing as related to the General Plan.

Councilmember Lee

Councilmember Lee asked the City Manager to comment on "the perpetualness" of this agreement.

City Manager J. Gordon Palmer, Jr.
Mr. Palmer said that his interpretation is that the agreement is fulfilled when a Climate Action Plan is submitted to the Council. He referred to Section 8 of the Agreement under the Climate Action Plan, which talks about a component on monitoring that will be included as part of the Climate Action Plan.

**City Attorney Ren Nosky**

To clarify Section 8 of the Agreement, under the Climate Action Plan, for the record, Mr. Nosky said it is not the intent of the agreement to bind the hands of this and future Councils in terms of appropriate modifications to green building standards and other components of the Climate Action Plan as the City moves forward. Certainly it is a legislative action that is going to be proposed to Council in the future in terms of additional measures to meet the targets specified in the agreement.

**Councilmember Nabors**

Councilmember Nabors noted it took five years to do the General Plan and she does not wish it to appear that the Council is rushing. She is in favor of ensuring that the Council is doing the right thing at the right time and the public should be heard.

**Pastor Ernest Martin**

Pastor Martin, a Minister of Christ Temple Church and speaking for Pastor Stallworth who could not be present, voiced concerns about the settlement agreement, stating that the agreement would affect economic prosperity, the youth, and the future of the community.

**Steve Malcoun**

Mr. Malcoun, representing the Origone family, one of the proponents of the Origone Specific Plan located south of Hammer Lane, west of Highway 99 and east of Holman Road, and north of the Calaveras River, said that the settlement is lacking in regard to LEED or alternative certification because it puts the City into a contractual provision that can not be modified without the consent of the other parties. He cited past difficulties with the project, stating that his clients did not ask for development to come to them, and only when
Stockton Unified School District exercised eminent domain and put the school parcel in the middle of the Origone property, which resulted in interference with irrigation and spraying, and vandalism of their orchard, was the Origone family forced to develop this property. Mr. Malcoun said that the agreement would put the Origone shopping center at a competitive disadvantage and seriously impact its development. He said that the implementation process is not specific and questioned why the City should be held to a higher standard than that required by State Title 24 legislation.

**Councilmember Lee**

As a point of order, Councilmember Lee said that the speaker is being repetitious and there are other speakers to be heard.

The Mayor allowed Mr. Malcoun to continue.

**Steve Malcoun**

Mr. Malcoun addressed another concern in the settlement agreement, stating that the Origone project was in the 1990 General Plan and the prior one, and the development is not considered to be part of the 14,000 units under the settlement agreement, because the 14,000 units are required to be built in the City limits as of the day the City signs the agreement. He asked why this property, which has historically been in the city’s General Plan for over twenty-five years, is not included in those 14,000 units. Regarding the indemnification provisions of the settlement agreement, he asked why the City would agree to indemnify and hold harmless the Sierra Club for any costs, damages, or litigation costs resulting from a challenge to this settlement agreement by some other party. Mr. Malcoun objected to the time it would take for the required studies. He asked that the Council consider pushing this agreement back in terms of some type of settlement process. There is a mandatory settlement conference procedure that is required as part of the CEQA (California Environmental Quality Act) process and there is ample time to achieve a settlement agreement through the process provided in CEQA legislation.

**Councilmember Lee**

Councilmember Lee took exception to some of Mr. Malcoun’s opening comments related to his clients and the Origone property, stating that Mr. Malcoun’s opening statement regarding the Origone property is “a bunch of baloney” and out of line relating to the integrity of an entire school district and a community that needed Caesar Chavez High School. He said that Chavez
High School did not precipitate development; development was already in the works. The problem with the High School was that after one and a half years of negotiations with Mr. Malcoun's clients and the beginning of environmental review of the project, and "hobnobbing with the City Manager," the Council was asked to move the project, which set Chavez High School back at least two years and it was probably already ten years behind.

**Councilmember Eggman**

Councilmember Eggman agreed that the standard is set high for Stockton and this is not a bad thing. She referred to a Target Corporation website that stated that they will use the LEED rating system in their design process.

**Mike Hodgson**

Mr. Hodgson, President of ConSol, a Stockton-based energy consulting firm, said that ConSol is very supportive of resource efficiency and applauds the efforts to green Stockton. He said that the agreement is still vague and he provided examples. While he appreciates the changes made to the agreement, they are nonspecific. He added that LEED Silver certification is a deal-breaker for construction and there are alternative carbon reduction plans.

**Vice Mayor Martin**

In response to Vice Mayor Martin, Mr. Hodgson said that for a commercial development he had referenced, LEEDS Silver standard would cost an additional 12 to 14%.

**Councilmember Eggman**

In response to Councilmember Eggman regarding LEED savings on the other end, Mr. Hodgson said that the payback would be longer than the tenure of the building. He said, although this is an excellent idea, there are significant plan flaws and the Council should seek input from knowledgeable stakeholders on effective carbon emission reductions.

**Vice Mayor Martin**
Vice Mayor Martin, referring to Section 4a(2) of the Agreement, related to a green building program, said that the Agreement indicates LEED Silver is the standard and asked Mr. Hodgson if some of the things he brought up in building green are allowed.

Mr. Hodgson replied he thought a standard would "open the door," but he has no idea how much it would cost. He said there are other ways to get emission savings but the agreement is not specific enough to allow a cost quote.

In response to Vice Mayor Martin, Mr. Hodgson said his business is residential and commercial and he does less than 2% of his work in Stockton. Most of his work is done in the fourteen western states. He said his company has worked on design and efficiency for a Target Store in California, but has not built it to LEED standards. His company has designed commercial buildings that exceed current Title 24 from 15% to 40% above code.

The Vice Mayor asked Mr. Hodgson if he was referring to existing residential construction, to which he replied in the affirmative.

Councilmember Eggman

Councilmember Eggman said part of the ordinance process would be to develop the standard and Mr. Palmer agreed, stating that is what is anticipated to happen over the next year with the green building program.

In response to Councilmember Eggman, Mr. Hodgson said that related to projects in progress, the rules are not known and they cannot be costed accurately so risks are increased for those who are in the process now.

Councilmember Lee

Councilmember Lee asked about projects that are already unfolding.

City Manager J. Gordon Palmer, Jr.

Mr. Palmer replied that if a project comes forward for construction, it is facing the current building codes until such time as the building codes are amended, when the Council adopts a new building code reflective of the green building code, assuming that is what is approved by Council.
Mike Hodgson

Mr. Hodgson asked the City Manager if a 25,000 square foot building that came in January 1 would have to be built to LEED Silver or if that is only effective after the Climate Action Group sets a policy in twelve months.

City Manager J. Gordon Palmer, Jr.

Mr. Palmer said that his interpretation is that building is subject to the building code at the time the permit is pulled. The agreement calls for the City to prepare a green building ordinance, a building code, over the next year. During that process there will be full public discussion.

Councilmember Eggman

In response to Councilmember Eggman, Mr. Hodgson said he is not sure he would support this document as a policy document because he does not know what it means for existing residential construction and it is too vague on the commercial side. He would withhold his support until these issues are addressed.

Vice Mayor Martin

The Vice Mayor asked Mr. Hodgson if he meant existing residential construction, to which he replied in the affirmative.

Councilmember Eggman

Councilmember Eggman noted that the point was made by Mr. Lopez that this issue would have to be addressed related to "remodels."

Mr. Hodgson said on the residential side the document is not strong enough and will not make an impact. On the commercial side, it is too vague.

Rick Goucher

Mr. Goucher, a real estate professional with CB Richard Ellison Stockton, said they are leaders in encouraging their clients to go green, but he is not in
favor of mandates by the City or the Attorney General. He asked if City buildings will be held to the policy of LEED Silver or an equivalent. He requested that the Council put their decision on the agreement off for more public discussion.

Councilmember Eggman

Councilmember Eggman asked if municipal buildings will be held to LEED standards, to which the City Manager replied that that is the City’s policy.

David Thomas

Mr. Thomas of the San Joaquin Building Trades Council said that he has not read the document but is concerned that its requirements could hamstring development and the future labor market. He said he would like this plan scrutinized and that there be more public input.

Councilmember Eggman

Councilmember Eggman said that the plan does state that there must be a balance between development and jobs and that building must occur within the current City limits.

Marc Anthony Cuevas

Mr. Cuevas, representing ILW Local 54 and people with family wage jobs supported by the Port of Stockton, said that he has not reviewed the document as much as he would have liked, but LEED Silver and other requirements could mean that the Port of Stockton will have difficulty attracting new businesses that would create more family wage jobs. He asked for more time to review the document.

Jay Allen

Mr. Allen, who had recently completed the Stone Creek Village Shopping Center, said his engineers and architects said that it would have cost an additional $3 million to comply with LEED Silver requirements. He said that the increased costs will prevent building a shopping center in Stockton in any place other than A+ locations.
**Councilmember Chapman**

Councilmember Chapman asked if Mr. Allen could extrapolate on the Stone Creek figures, to which Mr. Allen replied that property taxes will be approximately four times higher and sales tax will be increased by probably three to five times.

**Councilmember Eggman**

Councilmember Eggman asked Mr. Allen if it is more acceptable to him that the language has been changed to say "LEED or equivalent."

Mr. Allen said no, as equivalency means to meet the same standards. Other ways that might be more cost-effective need to be explored.

Councilmember Eggman asked the City Manager if his position is that the City could go through this process by setting the standard and then developing the framework to get there.

**City Manager J. Gordon Palmer, Jr.**

Mr. Palmer said that this is what the agreement indicates would be done.

Councilmember Eggman asked if the language would indicate comparable effectiveness and that another standard could be used if it has equal effectiveness.

Mr. Allen replied that if the reference to LEED Silver were removed and the agreement indicated that objectives could be achieved in another cost-effective manner, he would be fine with the agreement.

**John H. Kautz**

Mr. Kautz said that he is amazed that the General Plan has been arbitrarily changed without public input and the Council should delay decision until everyone has had input.

**Kevin Huber**
Mr. Huber of the Grupe Company said that the Grupe Company supports GHG (greenhouse gas emissions) reduction, vehicle mile travel reductions, increased densities, bus rapid transit, and urban infill, which are fundamentally the goals of the agreement, but the current form of the agreement is unsatisfactory. He said that the recent changes in the agreement are somewhat more satisfactory to everyone, but the current agreement "is not cooked yet." He pointed out certain sections of the agreement that do not allow discretion, stating that language such as "analyze and consider" would be more acceptable, and cited other sections that should be re-worded. He said that the current language would delay Grupe’s project with the requirements for impact studies and it would affect their tentative map. He suggested that the City consult an outside counsel used for development agreements who could craft language to allow the development agreement to supersede tentative map conditions. He added that the City, at its sole discretion, should be able to amend the Climate Action Plan in the future without approval by the Attorney General or the Sierra Club.

**Craig Bettencourt**

Mr. Bettencourt of Pin Bros. Fine Homes said that his company’s two projects are being delayed and the agreement will force him to extend his contracts with landowners because of the studies required. He said that Pin Bros. builds green but is being hampered by not knowing how much time will be needed and the costs of the studies.

**Mayor Chavez**

In response to the Mayor’s questions about Mr. Bettencourt’s project, Mr. Bettencourt said that they include Oakmore Golf Course, Origone, and the racetrack. He said that options have been taken out on these projects and it was thought that the process was complete, and now he has to tell his owners that there may be a delay of two years because of the studies required. He told the Mayor that the racetrack landowners have entered into a lease for five years to begin operation.

**Vice Mayor Martin**

Vice Mayor Martin asked how the agreement is affecting Mr. Bettencourt’s processes.

Mr. Bettencourt replied that his company is probably 70% through the process
of entitling properties, which could now take an additional two years because of the studies the City needs to provide specifics for appropriate design. He said that he had asked his consultants to work in the 1990 and the 2035 General Plan so they could conform to both.

Ted Messner

Mr. Messner, with the Evergreen Company and partner with the Origone Family on the Specific Plan, said that tax provided to the City based on the shopping center would be about $1.5 million annually. He said that the Traffic Mitigation Fee was about $6 per square foot six years ago, and today is $54 per square foot and this is a huge issue for his company.

John Beckman

Mr. Beckman presented Senate Bill 375, landmark legislation, regarding Transportation Planning, dated August 25, 2008 (filed), stating that he was erroneously informed by the City Attorney that this bill had not gotten out of the State Assembly and was likely to die.

Mayor Chavez cautioned Mr. Beckman not to engage in personal attacks.

Mayor Chavez

The Mayor, after asking if anyone else wished to speak in opposition of the settlement agreement, announced that the Council would take a break and reconvene in ten minutes.

NOTE: The Council recessed at 8:12 PM.

NOTE: The Council reconvened at 8:23 with all members present.

Woody Alspaugh

Mr. Alspaugh spoke on his involvement with the General Plan, the Bay Delta Conservation Plan and the Delta Vision Strategic Plan. He said that the agreement does not go far enough.