

**AGENDA
CALIFORNIA CITY CITY COUNCIL
TUESDAY, April 4, 6:00 p.m.
Council Chambers, 21000 Hacienda Blvd.
ADDENDUM**

ACTION

The following item was added to the City Council agenda after publishing and posting, but more than 72 hours before the meeting.

NEW BUSINESS 6:

Council consider Pre-Development Agreement Phase 1 between the City and Strata Equity Group, Inc. – City Manager

Recommend:

Approve attached Pre-Development Agreement Phase 1 with Strata Equity Group, Inc.

Fiscal Impact / Environmental Action: None / None

PRE-DEVELOPMENT AGREEMENT PHASE I

As of April _____, 2006, the **City of California City** ("City") and **Strata Equity Group Inc.** ("Developer"), agree as follows:

1. Purpose.

~~Developer~~ City proposes to conduct preliminary evaluation of the ~~City's~~ Developer's advanced planning and subdivision requirements. This agreement provides for the Developer to deposit money to pay for the consulting services needed for the City to evaluate the proposal. ~~(Refer to the attached "Addendum 1" for a description of anticipated work tasks and cost breakdown.)~~

2. Proposed Subdivision.

The property ("subject property") which the Developer proposes to master plan, subdivide and entitle consists of Township 11N/Range 10W, Sections 7, 19 and portions of Sections 29, 30 and Township 11N/Range 11W, Section 13 and portions of Section 24 and is shown on the attached map within Exhibit "A". The subdivision shall consist of residential, commercial, public facility and open space lots. The preliminary Project Description for the subject property is included herein as Exhibit "A". The final number, variety, and configuration of the lots may change as the project is evaluated.

3. Consulting Services.

(a) To evaluate the proposal, the City and Developer will select consultants or allocated staff to address the following general subjects:

- (1) Environmental Impact
- (2) General plan amendment
- (3) Specific plan(s)
- (4) Zoning amendments
- (5) On-site and off-site capital facilities
- (6) Subdivision map(s)
- (7) Legal
- (8) Administrative

(b) The City will secure written proposals from consultants or allocate staff time to provide such services. The City shall enter into agreements with the consultants and budget staff time as needed to evaluate Developer's plans.

(c) The City shall authorize a consultant or staff member to proceed when Developer has deposited the amount to secure performance. A separate task order will be prepared for each segment of work. Task order No. 1 is appended.

Initials: ____/____ - |

4. Conditions of Agreement.

(a) The City, its designee and Developer shall review all technical consultant work scopes, budgets and invoices for services to be rendered for the subject property.

(b) The City's consultant and staff members shall review information presented by technical consultants and developer-prepared documents and provide written comments and conclusions within a reasonable period. The City shall forthwith consider each report in accordance with legal mandates.

(c) Developer shall review and comment upon all administrative drafts of technical consultant findings and documents prior to final issuance.

(d) City or its designee shall provide the lead role in applications and negotiations with County, State or Federal agencies whose review and/or approval may be required during the application process.

(e) City Application Fees for the subject property shall be set as required by resolutions and ordinances of the city existent as of the date of this agreement, provided, the fees charged to the Developer may be changed by the city in accordance with law no sooner than two years from the date of this agreement. ~~Ordinance# 08-01-1941.~~

5. Deposit, Disbursement and Refund.

(a) Developer shall deposit the estimated cost of services within twenty days after the City notifies the Developer of intent to authorize a specified consultant or staff member to proceed. The deposit shall be placed in a restricted account and used solely for the purposes described in this agreement. Consultant's invoice shall not exceed the amount stated in the consultant's agreement without the prior written approval by the parties which approval shall not be unreasonably withheld.

(b) Monies shall be disbursed from the restricted account no sooner than twenty days after submission of an invoice for the work completed. Developer shall be provided with a copy of the invoice and may comment on the invoice within ten days of receipt. The City shall refund the unspent portion of the deposit within thirty days after all reports have been approved by the City. Developer shall deposit additional amounts if the budget is increased. Budget increases shall be at the sole discretion of the City, and shall be noted in writing via subsequent work task orders at the time additional budget is requested.

6. Term of Agreement.

This agreement does not serve as an official application for subdivision activities, and does not provide any inherent development rights. A completed Specific Plan application and its required submittal items will be submitted by Developer for review and consideration by Planning Commission and City Council. This agreement shall terminate when the City has approved all reports and the deposit account is settled.

City of California City

Strata Equity Group, Inc.

Mayor

Attest:

City Clerk

Approved as to Form:

City Attorney

“ADDENDUM 1”
PROJECT INITIATION WORK TASK ORDER NO. 1

The work tasks included with this addendum for this task order includes all activities associated with project initiation and pre-application project activities as generally described in the attached “Pre-Development Agreement, Phase 1”. Work task items include follows:

- a. identification of issues to be researched and incorporated into various project components (such as drainage/flood control, annexation strategy, development phasing, provision of infrastructure, etc.);
- b. project management, structure and scheduling;
- c. specialized consultant identification, selection process and contract negotiations;
- d. development of City’s project budget and other such project financing matters;
- e. governmental agency coordination (i.e., military, LAFCO, various Kern County departments, special districts, state and federal agencies);
- f. coordination of applicant’s project plans with development of City General Plan, Habitat Conservation Plan, Redevelopment Agency Plans and associated CEQA documents;
- g. in-house staff time and City legal advisors on project details and various City Council considerations;
- h. attendance at meetings and other project communications; and
- i. other such planning and administrative activities required to review, comment and process applicant’s project.

Addendum 1 Costs **The anticipated costs for this task are:**

Project Administration	\$ 35,000
Attorney Services	35,000
Planning Consulting Services	<u>105,000</u>
TOTAL	\$175,000

Initials: ____/____-

“EXHIBIT A” PROJECT DESCRIPTION

1 INTRODUCTION

Strata Equity Group proposes a Specific Plan in the southern portion of California City to facilitate the development of a new master planned residential community. Discretionary approvals including a General Plan Amendment and Zone Change are required in conjunction with the proposed Specific Plan.

2 LOCATION AND REGIONAL SETTING

The subject property is located in the southern portion of the City of California City, just north of State Route 58 and generally west of California City Boulevard, in the County of Kern. The subject property Specific Plan boundary encompasses approximately 2,200 acres. Exhibit 1-1, Vicinity Map, illustrates the project's location in relation to the existing boundaries of California City and County of Kern.

3 CONCEPTUAL LAND USES

The Specific Plan will provide an integrated master-planned community that allows for an overall residential density of 4 to 6 dwelling units per gross acre resulting in an innovative mix of approximately 8,800 to 13,200 residential homes linked together through a comprehensive network of over 300 acres of parks, greenbelts, golf course, lakes, and open space. Additionally, approximately 20 acres of Community Commercial opportunities will service the community. The Specific Plan will also provide flexibility for locating several school sites for a high school, middle school and elementary schools. Its use of traditional design concepts focus on convenient interconnections and alternative means of transportation to reduce automobile dependency and provide local employment and enhanced lifestyle opportunities to community residents.